



Palisades Charter High School

Board Meeting

Date and Time

Tuesday June 23, 2020 at 5:00 PM PDT

Location

Please click this URL to join. <https://palihigh-org.zoom.us/j/86077963767?pwd=WkIRajVWN0FvQ0pJUFF5MEdYTDRHdz09>

Password: dolphins

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 860 7796 3767

Password: 428910

International numbers available: <https://palihigh-org.zoom.us/u/kbyGJOCmr9>

*As per Executive Order N-29-20 from Governor Newsom, the Palisades Charter High School Board of Education meeting scheduled for Tuesday, June 23, 2020, at 5:00p.m. will move to a virtual/teleconferencing environment. **Calling into the meeting may incur a charge and PCHS is not responsible for any charges.***

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

SUPPORTING DOCUMENTATION:

Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at <http://palihigh.org/boardrecords.aspx>.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
Opening Items			
A. Call the Meeting to Order		Leslie Woolley	
B. Record Attendance and Guests			2 m
C. Public Comment			20 m
Public Comment Procedure for Zoom/Teleconference Board of Trustees Meeting:			
<p>"Public Comment" is available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment." Please submit your comments either via email to the Board Chair prior to the meeting, or by writing your comment in the Q&A section at the start of the BOT Zoom Meeting. Your comment will be read aloud by the Board Chair during the Public Comment Section, which is limited to the first 30 minutes of the BOT meeting. Please be sure to include your first and last name. However, due to public meeting laws, the Board can only listen to your comment, not respond or take action. These presentations are limited to two (2) minutes, per person. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</p>			
D. Approve Minutes	Approve Minutes	Leslie Woolley	2 m

	Purpose	Presenter	Time
Approve minutes for Board Meeting (Budget) on June 9, 2020			

II. Organizational Reports 5:24 PM

A.	Student Report	FYI	Izzy Gill	5 m
B.	Parent Report	FYI	Dara Williams, Sara Margiotta, Reeve Chudd	5 m
C.	Classified Staff Report	FYI	Andrew Paris	5 m
D.	Faculty Report	FYI	Larry Wiener, Rick Steil, Paula Anderson	5 m
E.	Human Resources Director (HR) Report	Vote	Amy Nguyen	5 m
	<ul style="list-style-type: none"> • National University Intern Credential Candidate for Special Education RSP position 			
F.	Director of Operations Report	FYI	Don Parcell	5 m
G.	Director of Development Report	FYI	Mike Rawson	5 m
H.	Chief Business Officer (CBO) Report	FYI	Gregory Wood	5 m
I.	Executive Director/Principal (EDP) Report	Discuss	Dr. Pam Magee	5 m

III. Board Committees (Stakeholder Board Level Committees) 6:09 PM

A.	Election Committee Updates	Vote	Paula Anderson/Reeve Chudd	5 m
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• Approved:

Brenda Clarke: Teacher
 Brooke King: Management/Admin
 Ellen Unt: Student-Elected Teacher
 Jim Wells: Traveling Parent
 Leslie Woolley: Community

For Confirmation:

Jewlz Fahn: Non Traveling Parent

	Purpose	Presenter	Time
IV. Board Committees (Board Members Only)			6:14 PM
A. Survey Committee Updates	FYI	Leslie Woolley	5 m
V. Changes/Updates in Response to COVID-19			6:19 PM
A. Operations Written Report	Vote	Dr. Pam Magee	5 m
B. Report to the Community	Vote	Dr. Pam Magee	5 m
VI. Finance			6:29 PM
A. Student Tech Devices Acquisition	Vote	Gregory Wood	5 m
VII. LAUSD Requirement for Pali Academy			6:34 PM
A. LAUSD requirement for bid process of Pali Academy	FYI	Don Parcell/Gregory Wood	5 m
VIII. Facilities/Operations			6:39 PM
A. Transportation Update	FYI	Don Parcell	5 m
B. Operations Updates	FYI	Don Parcell	5 m
IX. Governance			6:49 PM
Governance			
A. Final Thoughts from Exiting Board Members	FYI		10 m
B. Election of Interim Secretary	Vote	Leslie Woolley	5 m
			• Will serve from July 1, 2020 until new Board Officers are elected in August.
C. Election of Interim Chair	Vote	Leslie Woolley	5 m
			• Will serve from July 1, 2020 until new Board officers are elected in August.
X. Executive Director/Principal (EDP) Employment Contract			7:09 PM

	Purpose	Presenter	Time
A. Consideration of Sixth Amendment to Contract for Employment of Executive Director/Principal, Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Contract	Vote	Leslie Woolley	5 m
XI. Administrators Employment Contracts			7:14 PM
A. Consideration of Employment Agreements with Administrative Staff (Positions Listed Below), Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Agreements	Vote	Leslie Woolley	5 m
<ul style="list-style-type: none"> • Director of Student Support Services; Director of Admissions and Attendance; Director of Discipline, Activities, Athletics and Security; Director of Academic Achievement; Director of Academic Planning and Guidance; Human Resources Director; Director of Operations; Chief Business Officer 			
XII. Consent Agenda: Finance Items			7:19 PM
A. Approval of reimbursements for Executive Director/Principal	Vote	Leslie Woolley	2 m
XIII. New Business / Announcements			7:21 PM
A. Announcements / New Business	FYI	Leslie Woolley	1 m
<ul style="list-style-type: none"> • Date of the next Board Training: TBD • No July Board Meeting • Date of next Board Meeting is Tuesday, August 25, 2020 • 2020-2021 BOT Meeting Dates 			
B. Announce items for closed session, if any.	FYI	Leslie Woolley	1 m
XIV. Closed Session			7:23 PM

	Purpose	Presenter	Time
A. Conference with Legal Counsel	Vote		5 m
<ul style="list-style-type: none"> • (Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9) 			
B. Public Employee Discipline/Dismissal/Release	Vote	Amy Nguyen, Mark Bresee	10 m
<ul style="list-style-type: none"> • (Govt. Code section 54957) (Education Code section 44929.21) 			
C. Negotiations Update	Discuss	Amy Nguyen/Dr. Pam Magee	5 m
<ul style="list-style-type: none"> • PEPSU • UTLA 			
XV. Open Session			7:43 PM
A. Return to Open Session	FYI	Leslie Woolley	1 m
B. Report Out on Action Taken In Closed Session, If Any.	FYI	Leslie Woolley	1 m
XVI. Closing Items			7:45 PM
A. Adjourn Meeting	FYI	Leslie Woolley	1 m

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting (Budget) on June 9, 2020

APPROVED



Palisades Charter High School

Minutes

Board Meeting (Budget)

Date and Time

Tuesday June 9, 2020 at 5:00 PM

Location

Please click this URL to join. <https://palihigh-org.zoom.us/j/83126644732?pwd=WklXbEFVMW1vSXBaL1RkellxZzRsUT09>

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Webinar ID: 831 2664 4732

Password: 428527

International numbers available: <https://palihigh-org.zoom.us/j/83126644732?pwd=WklXbEFVMW1vSXBaL1RkellxZzRsUT09>

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Trustees Present

Adam Glazer, Andrew Paris, Brooke King, Dara Williams, Emily Hirsch, Larry Wiener, Leslie Woolley, Paula Anderson, Reeve Chudd, Rick Steil, Sara Margiotta

Trustees Absent

None

Ex Officio Members Present

Dr. Pam Magee, Greg Wood

Non Voting Members Present

Dr. Pam Magee, Greg Wood

Guests Present

Amy Nguyen, Chris Lee, Don Parcell, Isabel Gill, Kayla Sadaghian, Mary Bush, Michael Rawson, Monica Iannessa, Russel Howard, Tami Christopher

I. Opening Items

A. Call the Meeting to Order

Leslie Woolley called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Jun 9, 2020 at 5:13 PM.

B. Record Attendance and Guests

C. Public Comment

Public Comments will be held until 5:38 (20 minute public comment period)

Mary Cappelli expressed concern about the dismissal of the black and brown employees and would like an explanation as to why this is.

Crystal Adams asked about the number of responses and the demographics of the students who responded (demographics were not collected)

Brenda Clarke asked about revisions to the budget as the budget decisions come down. Jewlz Fahn heard that the school would be getting rid of the athletic away busses; he is against getting rid of the busses

Shirin Ramzi would like for funds to be set aside for eLearning professional development
Nancy Fracchiolla asked why the arts were not represented in the survey; a place for comments was included in the survey; there is a place where arts questions can be added

Marcella Babala - brought up athletic busses for away games being cut

Kevin Olson - concerned about the budget cuts, especially cuts to staff, who are at the lower end of the pay scale; in previous administrations, cuts were made across the board to faculty and staff; black and brown employees matter.

D. Approve Minutes

Paula Anderson made a motion to approve the minutes from Board Meeting on 05-19-20. Reeve Chudd seconded the motion.

The board **VOTED** unanimously to approve the motion.

E. Approve Minutes

Brooke King made a motion to approve the minutes from Special Board Meeting on 06-03-20.

Sara Margiotta seconded the motion.

Correct issue with Director of Technology

The board **VOTED** unanimously to approve the motion.

II. Organizational Reports

A. Student Report

One ASB update:

Recognizing there is a possibility that school will be online, they would like a student activity period so that clubs can meet or other activities can take place.

A student survey was conducted; The survey was shared via screen share.

Two different surveys: one for 9th graders, which has questions about pods, and the other for 10th through 12th, which does not have those questions.

Students from all grades in eLearning felt supported by an adult in the transition to eLearning.

Surveys indicated some loss of focus during eLearning.

Overall there were inconsistencies between departments as well as within departments; differing workloads seemed to be an issue

Lack of consistency with regard to World Languages; not the same about of eLearning dedicated by the teachers

Big Blue Button has had some technical difficulties; with Zoom take steps to minimize hacking

Spreading rumors/lies aka cyberbullying seems to have gone down with eLearning.

9th graders 149 responses

471 responses for 10th through 12th graders

About 20% response level

9th-grade responses for pre-eLearning; the majority of students have a positive experience; there are concerns about the value of pods

Pali experience was positive: smooth transition and feel welcome

Many students are not aware of how to file a teacher complaint

Majority of 9th graders did not feel that kids at the school were kind to each other

Andrew Paris joined the meeting at 5:22

Almost 30% of students are not taking math or taking it online

Majority of 10th to 12th graders do feel that students are kind to each other

10th to 12th graders also do not know how to file a teacher complaint

Pam Magee commented that ASB did an awesome Zoom presentation for the administrators and they will work with the students next year to implement some suggested changes.

The Board received the highlights of the survey but the entire survey can be shared with the board.

B. Chief Business Officer (CBO) Report

The report stands as submitted.

Charter School Division financial administrator interviewed Greg. Anticipating a more formalized report with the LAUSD scores.

III. Finance

A. 2019-2020 Budget Updates

Can cover the updates with the budget discussion.

B. LAUSD MOU for Mental Health Services

Greg Wood commented that this is a placeholder if the budget is approved as is then this would be adopted. If the Board doesn't approve the budget in its entirety then this would have to be approved separately due to time deadlines. Same staffing as currently in place.

Mary Bush pointed out that this is a much needed service given the emotional-social issues that have to be dealt with including COVID.

C. LCAP Updates

D. Charter Safe General Liability for Workers Comp

Need the EDP to have the authority to sign off on this proposal.

Dara Williams made a motion to authorize Pamela Magee to execute the CharterSafe General Liability policy.

Sara Margiotta seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Reeve Chudd	Aye
Larry Wiener	Abstain
Rick Steil	Abstain
Brooke King	Abstain
Paula Anderson	Abstain
Emily Hirsch	Aye
Sara Margiotta	Aye
Dara Williams	Aye
Leslie Woolley	Aye
Andrew Paris	Abstain
Adam Glazer	Aye

IV. Budget-Finance Committee

A. 2020-2021 Proposed Budget

Sara Margiotta presented (screen share)

Thanks to all who assisted with budget meetings; many hours spent on Zoom calls
Financially more expensive to operate the school with students on campus (as opposed to eLearning). The more financially responsible approach is to plan for students on campus.

A hybrid model would likely be financially more expensive than full-time students on campus or eLearning.

Aware that there will have to be budget revisions after receiving the budget revisions in July.

The committee is fully aware that there will have to be revisions based upon the budget and the learning environment (on-campus, eLearning, or hybrid)

The committee is also operating under the assumption that the PPP loan is not forgivable; most conservative approach; the main reason we sought the loan is to cover the deferral of payments from the state so that the school can cover payroll

Deferring funding in June until July

Deferral April, May, and June in 2021 as well

This is a way for the state to balance its budget.

The committee is acting under the assumption that the loan is not forgivable because this money would be allocated as a receiveable; the most fiscally responsible way to plan the budget.

The budget documents are with the materials and shared via screen share during the meeting.

Some changes made to Special Education funding

Most of the 2019/2020 budget is consistent with what has been presented before

There are still two payroll periods but the salary numbers consider this.

The salary and benefit numbers remain the same as in the previous discussions, approximately \$27 million

Books and supplies there are no significant changes/updates

Other budgetary numbers are also consistent with past discussions

The reserve of cash funds is important due to the deferrals of state funding.

We are not fully funding the life-time health benefits fund this year. Paula Anderson had a question about the Special Education funding; Greg replied that this is relevant to the 2020/2021 budget

2020/2021 Budget

Documents are in the materials

Reeve Chudd: Everyone making demands on the budget should realize that it is subject to change based upon funding levels

The Majority of funding is through LCAP

Funding overall will go down about 8.17%

\$2,413,000 reduction in ADA

Unsure what federal funding will look like; proposing similar amounts at the federal level

Have not received the Federal CARES act funding but requested funding of \$264,000 will be allocated in 2020/2021 school year

AB 602 money: assumed the same decrease in state funding for Special Education; in fact, the anticipated decrease in funding is 10%

Civic Center permit has been heavily impacted by COVID; revenue will depend on re-opening

Cafeteria revenue will depend on what the learning environment looks like in the fall.

\$33.3 million budget estimated

A number of teachers are not returning; that has been factored into the savings

Classified staff: looked at-will positions to determine if savings can be found there; the Board did take preliminary action in the event the school year starts as eLearning with regard to classified employees who are not at-will

The state reacted somewhat favorably to pension contributions; savings in contribution requirements by school districts; in future years there could be an increase but that is unknown

Healthcare premiums are increasing 2%, but in this market that is good; some other schools are seeing a 7% or 8% increase

Workers comp insurance could increase significantly in 2021/2022 budget cycle but for now that budgetary item is essentially flat

Lifetime health benefits have not been funded except for the interest earned

Textbooks and instructional materials: the assumptions for this budget item were based on last year's numbers

Other supplies increase is because of supplies for eLearning and departmental tech items

Services: travel and conferences budget item; this is not money that can be used someplace else; possible to use for a virtual eLearning conference; can look for ways to

use this but it is restricted federal funding; lowering this amount would simply mean we would have to return unused monies to the federal government

Subscriptions: Ed Puzzle added \$2500; the list of subscriptions was vetted with faculty to ensure that everything needed was covered and if there was anything that needed to be eliminated it would be

General liability property insurance (also a separate item on agenda): Chartersafe is our carrier; other possible carriers were looked at

Technology Department made a number of asks based upon being underfunded in the past; asked for \$1.16 million; technology will be funded from the general fund, PCHS fund, and Booster Club may fund some of this along with federal COVID funds; leasing costs of adding this technology (lease to loan) spreads the cost over time so it's a lower annual commitment

Dave Suarez asked about the insurance brokers

Movement of some of the Special Education services from consulting to in-house has led to some savings

Transportation: continued commitment to the approved scholarship amounts; continuing to fund the athletic busses; of course this assumes that the bussing program looks the way it has in the past without taking into account social distancing or hybrid models; potential for increased costs depending on what school looks like in the fall; other schools do not always pay for athletic busses (covered by fundraising)

Capital needs are identified

Interest expense increased in part due to PPP loan (1%), but there may be an increase in the interest Pali earns on its account balances

LAUSD Oversight Fee

Budget & Finance committee approved with a \$225,503 deficit

Athletic/competition busses cost approximately \$100,000

Costs for security and athletic/competition judges

Want to look at other schools models to see if there are alternative funding models; brought up that any model should be vetted through legal

The committee wanted to have a zero balanced budget but this was the best they could do given all of the factors at play.

The budget we are voting on is because the Board has to approve a budget in June, but there are very likely to be revisions once we have updated budget numbers.

Reeve Chudd made a motion to approve the proposed budget as presented.

Adam Glazer seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Larry Wiener	Abstain
Adam Glazer	Aye
Dara Williams	Aye
Andrew Paris	Abstain
Rick Steil	Abstain
Reeve Chudd	Aye

Roll Call

Brooke King Abstain
Paula Anderson Abstain
Emily Hirsch Aye
Leslie Woolley Aye
Sara Margiotta Aye

B. 2020-2021 Budget & Finance Committee Updates

C. B/F Recommendations and Priority Guidance

Budget was approved. No discussion necessary.

V. New Business / Announcements

A. Announcements / New Business

No new announcements

B. Announce items for closed session, if any.

There are items for closed session.

VI. Open Session

A. Return to Open Session

B. Report Out on Action Taken In Closed Session, If Any.

Nothing to report out.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:09 PM.

Respectfully Submitted,
Leslie Woolley

Documents used during the meeting

- eLearning.pdf
- 9th grade highlights.pdf
- 10_11_12th grade highlights.pdf

- CBO Report 06.09.20.docx
- FFS Charter PSW Form FY 20-21 4 days.pdf
- FFS Charter PSW Form FY 20-21 5 days.pdf
- Palisades Report FINAL_Charter Safe .pdf
- Palisades Charter High School.3779.CharterSAFEProposal2021.06-03-2020.pdf
- BUDGET PACKET - 06-05-2020.pdf

Coversheet

Faculty Report

Section: II. Organizational Reports
Item: D. Faculty Report
Purpose: FYI
Submitted by:
Related Material: 06-23-20 - June Faculty Board Report.pdf



PALISADES CHARTER HIGH SCHOOL

Faculty Board Report

June 23, 2020

Paula Anderson

Rick Steil

Larry Wiener

- **Negotiations**
 - Still no contract and morale is low
 - UTLA will report on negotiations
- **Paychecks**
 - Some teachers are still having issues with their paychecks and were referred to Greg Wood
- **Budget**
 - Teachers are inquiring about the cost savings difference between being on campus (which is what the budget was set up for) and eLearning. They feel administration is reluctant to share that information.
- **Campus Access (Summer and Fall)**
 - Teachers are complaining about access to campus over the summer. Several teachers have reached out to me and to UTLA specifically about the "off track" campus visitor policy. Teachers want to work on their own time, literally volunteering their time, but they are being held to a system where they have to notify operations five days in advance to come onto campus and use their classrooms which are sitting empty most of the time.
 - If we return in a blended or eLearning mode in the fall many teachers have expressed the desire to teach/work from their classrooms. The access to their materials and technology are two of the biggest factors cited for wanting to work at the school site.
- **Fall Planning**
 - Teachers expressed concerns about having input into the decisions about returning in the fall.
 - Teachers would like more professional development for eLearning/distance learning, differentiation, technology, and apps.
- **eLearning**
 - There are concerns being voiced about student access to technology and if we can meet their needs equitably. They voiced concerns about internet access and access to computers.
- **Thanks for all you do!**
 - The teachers would like to thank the technology department, our tech mentors (Steve and John), department chairs, our librarian, and administration – Monica in particular – for coming up with a distance learning plan that worked - for the most part - pretty well.
 - A huge shout out to **all** of our counselors for helping us (students, families, teachers, administrators) through this difficult time.

Coversheet

Human Resources Director (HR) Report

Section: II. Organizational Reports
Item: E. Human Resources Director (HR) Report
Purpose: Vote
Submitted by:
Related Material: Intern RSP Teaching position James Buckman.pdf
HR Board Report June 23.2020.pdf



National University

Sanford College of Education Internship Eligibility Packet

SPD IE 1

To be eligible to participate in a National University intern program, the University must verify that the candidate has met all of the prerequisites, has an offer of full-time employment as the teacher of record in a setting that matches both the type of credential the candidate seeks and the subject matter competency the candidate holds. The candidate must also meet with lead internship faculty to be interviewed prior to participation in the internship program.

This is NOT the application for the Internship Credential and this eligibility process may take up to one month to complete. This packet has been updated to reflect the changes made September 1, 2017 to the CA Education Code Title 5 Regulations.

Candidate Name: Student ID#:

Status of Prospective Intern

Mild/Moderate Moderate/Severe LAD DHH

Met	Not Met	Intern Basic Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credential Packet or approved Initial Program requirements eForm on file
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Negative TB Test Results/Risk Assessment valid within 4 years
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fingerprint Clearance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Minimum 3.0 Cumulative GPA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Student account in good standing (no locks or holds)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bachelor's Degree IHE: <u>UCLA</u> Conferral Date: <u>3/21/97</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	United States Constitution met by: <u>PoliSci40/UCLA</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Core Area Subject Matter Competency (Art, English, Languages other than English, Mathematics, Multiple Subjects, Music, Science or Social Sciences) Subject Area: <u>Phys Ed</u> <input checked="" type="checkbox"/> Exam <input type="checkbox"/> Equivalency Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	California Basic Skills or equivalent
<input type="checkbox"/>	<input type="checkbox"/>	Pass American Sign Language Proficiency Interview (only Deaf and Hard-of-Hearing program candidates)

120 Hours of Preservice Coursework Completed

SPD 608 SPD 614 TED 621B Prior to Catalog 82E Intern Eligible Yes No
 SPD 600S ITL 604 ITL 530 Catalog 82E and beyond Intern Eligible Yes No

Verified By: Walter Schonhardt Digitally signed by Walter Schonhardt Date: 2020.06.11 12:19:29 -07'00' Date: 06/11/20
 National University Credentials Department

Employment

County: District: School:

Initiate partnership agreement with District, School Site or Agency in compliance with Title 5 Regulations

University Internship Credential Recommendation Requirements

Faculty Interview Completed (Internship candidates will need to bring this Internship Eligibility Packet to their faculty interview along with a copy of their faculty interview along with a copy of their resume and current class schedule reflecting course grades.)

Holds Valid English Learner Authorization on previous credential (not permit) Yes No

June 2019

INTERNSHIP CANDIDATE ACKNOWLEDGEMENT

IE-2

I James Buckman have applied for admission to a National University Internship Program which makes me eligible to utilize a university internship credential as a teacher preparation route toward earning my preliminary credential. As a condition of my admission to this program, I acknowledge that I am accountable to read and understand the following:

- | | |
|---|--|
| <p>1) I understand that I must complete the internship in the appropriate credential area. I understand that the "credential area" is defined by two things: 1) the program, in which I am enrolled and for which I have completed the coursework and 2) my internship placement must be in the subject area in which I have met or will meet subject matter competency. That subject area is _____ Int. _____</p> <p>2) I have been provided with Intern Eligibility Forms. I have read and understand the forms and relevant sections of the catalog including the policies and procedures related to internship credential programs. I agree to abide by such policies and procedures. Int. _____</p> <p>3) I understand that I may be eligible to become a University Intern at any time, contingent upon my employer's willingness to provide 100% of my initial support if I am hired outside of National University's clinical support entry points. National University's clinical support currently has the following entry points: September, October, November, February and March. Int. _____</p> <p>4) I understand that I must submit this completed Internship Eligibility Packet (IE 1-4) in order to be considered for National University's Intern program. I also understand that I do not become an intern and cannot start internship clinical practices, until the CTC sends me official notification that my Internship Credential has been granted. Int. _____</p> <p>5) I understand that if I receive a contract in a classroom or school that does not teach California curriculum standards, that this setting will not be acceptable. However, I also understand if I receive an intern contract (multiple or single subject candidates) in a district or employing agency that is considered nontraditional, such as a court school, community alternative school, independent study or correctional school program, which does teach to the California curriculum standards, that I am required to be placed for ONE MONTH in a traditional public school setting. Int. _____</p> <p>6) If your potential employer is a non-public (education specialist position only) or charter school, I understand my internship may be considered a non-traditional one. If this is the case, a site visit by a National University faculty member may be necessary to determine whether an internship in this environment is appropriate and may require an individualized plan. Int. _____</p> <p>7) I understand that the internship credential is valid for two years from the date of issuance and that I am expected to complete all coursework and credential requirements for my program during this time frame. I understand that a one year extension may be available for candidates with extenuating circumstances and that the CTC will not grant more than three years (total) for an internship document. Requests for extensions will be reviewed on a case by case basis and require documentation of the circumstance. I understand that the appeal request may not be approved if I receive a "U" grade in my TED 628C (for Teacher Education) or SPD 692C or SPD 691C, D, E, F or SPD 693C, D, E, F (for Special Education). Int. _____</p> <p>8) I understand that in order to maintain an active status in the internship program that I must maintain active employment, be continuously enrolled in coursework, must maintain a 3.0 GPA and must keep my account in good standing. I understand if I do not meet these requirements after being afforded due process that my internship credential may be inactivated resulting in loss of employment. Int. _____</p> <p>9) I understand that TED 631A&B (for Teacher Education) and SPD 698A&B (for Special Education candidates in catalog 82D and prior) are seminar courses that must be complete as part of my internship program and that these courses cannot be waived. I understand that these are courses I must complete at National University. Int. _____</p> | <p>10) I understand that the intern program requires support and supervision each year of intern employment. I understand that if my employment changes during the period of my internship credential, it is my responsibility to notify National University immediately so the employment restriction on my document is properly updated with the CTC. Int. _____</p> <p>11) I understand that National University must verify that it has an intern partnership agreement with the school district, school site, or appropriate agency where I hope to/will be employed and that National University will be unable to submit the recommendation for an Internship credential until such an agreement is complete. If National University does not have a partnership agreement with my potential employer, National University will initiate the steps required to complete one, after my employment information (IE-4) is reviewed. Int. _____</p> <p>12) I authorize National University to release to the CTC and my employer, at any time, all pertinent information, including my transcripts, personal statements, applications, and any other information to the CTC or my employer that has a bearing on my qualifications or fitness as an intern or for a credential. Int. _____</p> <p>13) I understand that prior experience does not waive any portion of my internship, and that I cannot revert to student teaching unless the status of my contracted position changes or unless a university initiated candidate assistance plan deems that I am no longer a suitable candidate for an internship placement. Int. _____</p> <p>14) I understand that if my internship is terminated for reasons outside of my control and I have not had the minimum number of observations, I must either gain employment in another position, or complete a requisite number of weeks (to be decided on a case by case basis) in a traditional student teaching placement in order to qualify for the preliminary credential. Int. _____</p> <p>15) I understand that if my internship is terminated for cause, by the employment agency and/or university, and I have not had the minimum number of observations, my continuance in the program will be assessed on a case by case basis using a candidate assistance plan. Int. _____</p> <p>16) I understand that if I decide to withdraw from the University's intern program or if my employment is terminated, I must notify National University. I understand that the Commission on Teacher Credentialing (CTC) is then notified that I am no longer participating in the program, and my University Internship credential will be inactivated. Int. _____</p> <p>17) I understand that TED 628A&B (for Teacher Education) and SPD 692A&B, SPD 649A&B, SPD 691A&B or SPD 693A&B, or LAD 692A&B (for Special Education) are charged tuition and reflect the clinical portion of my program that is being done in the field at my place of employment. Int. _____</p> <p>18) I understand that TED 628C (for Teacher Education) and SPD 692C, SPD 694C, LAD 692C, SPD 691C, D, E, F or SPD 693C, D, E, F (for Special Education) may be required to fulfill internship hours requirements. I understand that TED 628C (for Teacher Education) and SPD 692C, SPD 694C, LAD 692C, may be taken a maximum of eight times to complete internship hours. I understand that these courses do not grant graduate units towards a degree, however tuition is applied for each attempt. Int. _____</p> <p>19) I understand that TED 628C (for Teacher Education) and SPD 692C, SPD 691C, D, E, F or SPD 693C, D, E, F (for Special Education) are online courses which require me to log in via Blackboard. I understand that I have to verify intern support hours (and English Learner hours if necessary) during each continued support course in order to secure my teaching position with the University Intern Credential. Int. _____</p> |
|---|--|

James Buckman

06/16/2020

Candidate Name

Candidate Signature

Date

I verify, to the best of my knowledge that as of the date listed, this candidate understands and has completed the acknowledgement statement and meets the above basic requirements for a faculty interview.

6/16/2020

Credential Program Specialist Name

Credential Program Specialist Name Signature

Date



National University

Sanford College of Education

Acknowledgement of Basic Skills and Subject Matter Competency Alignment Requirements for University Interns

The California Commission on Teacher Credentialing (CTC) has allowed various program flexibilities as a result of the impact of the COVID 19 pandemic. In addition, Governor Newsom issued executive order N-66-20 which allows candidates to become Interns prior to meeting the Basic Skills and/or Subject Matter Competency requirements if all other Internship eligibility requirements have been met. Therefore, National University candidates may become University Interns if they have been offered a job and have met all other Internship Eligibility requirements with the exception of Basic Skills and Subject Matter competency.

In order to be recommended for a Preliminary Credential upon completion of Internship Clinical Practice and all other program requirements, all candidates must meet both the Basic Skills Requirement as well as Subject Matter Competency in the subject area that aligns with the University Internship Clinical Practice setting. For example, if you are a University Intern in a Multiple Subject setting, you **must** meet Subject Matter Competency in the area of Multiple Subjects.

I, _____, acknowledge and understand that while I may be employed as an Intern and complete Intern Clinical Practice prior to meeting the Basic Skills and Subject Matter Competency requirements under the current CTC program flexibilities, I must meet these requirements prior to Preliminary Credential recommendation. Furthermore, I **acknowledge and understand that I must meet subject matter competency in the subject area that aligns with my University Internship Clinical Practice setting.** That subject area is _____. I understand that if I fail to meet subject matter competency in the subject matter area I have completed University Internship clinical practice, that there will be a delay in my recommendation for a Preliminary credential.

James Buckman

Printed Candidate Name

National University Student ID

Candidate Signature

Date

SCOE 6/2020

INTERN EMPLOYMENT INFORMATION

SPD-IE-3

In order to support the following internship candidate at this employing district, school site, or agency National University must verify information regarding the teaching environment. To be eligible for a University Internship credential, the position must be that of a contracted, full-time teacher of record for at least **one school year** in an internship position. **One school year** is defined as a **minimum of 8 months**. Candidates who will not be provided with 3 or more months of classroom time on their contract will not be approved for a University Internship Credential. We understand that the intern candidate must meet the guidelines of the credential sought in order to be compliant with CTC regulations and Education Code Standards. Please describe the position intended for the following candidate at your institution. * Information is required

CANDIDATE INFORMATION

Candidate Name: **James Buckman**

Title of Position: **RSP SpEd Teacher**

Requested Issuance Date: **7/1/20**

Contract End Date: **6/30/21**

Grade Level(s) to be Taught: **9-12**

- Mild/Moderate
- Moderate/Severe
- LAD

- Should observe and/or participate in individual, small groups (2/3+) and large groups (6+) with at least some direct instruction (support only positions are not appropriate)
- Instruction must match the authorizations for the Internship Credential sought and the subject matter obtained
- Full-time is understood as a minimum of 4 periods (hours) of instruction per day

Intern Support Information Form (SPD-IE-3a) Completed

WORK SCHEDULE: (Describe the candidates schedule below)

Period 1: **PREP**
 Period 2: **RSP Spec. Ed.**
 Period 3: **RSP SpEd.**
 Period 4: **PREP**

Period 5: **RSP Spec. Ed.**
 Period 6: **RSP Spec. Ed.**
 Period 7: **n/a**
 Period 8: **n/a**

EMPLOYER ACKNOWLEDGMENT AND CONTACT INFORMATION:

We understand that National University must verify the employment information listed above in connection with CTC standards and must have a valid partnership agreement with the school district/site before an Internship Credential can be requested. Int. AN

We acknowledge that any employing school site must have a CTC site/restriction code on file with the CTC in order to receive a National University Credentials Internship Agreement. Int. AN

We Acknowledge that the candidate will remain employed at the below identified school site for the entirety of their Intern employment. The candidate may not be transferred to any alternate school site without having National University first apply for a Change of Restriction. Int. AN

We verify that the work schedule information provided for the above named candidate is correct and that any significant change in this schedule, which may affect the candidate's credential sought, will be relayed to National University. Int. AN

For initial interns:

We acknowledge that the above candidate does not possess an Internship Credential until his/her necessary documentation is verified by the National University credential department and he/she is recommended to the CTC. The final authority to grant or deny the Internship Credential or Change of Restriction rests with the CTC. Int. AN

District: **PACIFIC PALISADES**

District CDS CODE:

School: **Palisades Charter High School**

School CDS CODE:

Contact: **Amy Nguyen**

Contact Email: **anguyen@palihigh.org**

Signature of Budget Authority

Telephone Number

Date

June 2019

Dear Principal,

On behalf of National University and the Sanford College of Education, I would like to thank you for your willingness to employ and support an Education Specialist Intern who may be new to the field of special education and/or new to the teaching profession. Because our university and your school will share this intern's professional development activities, there is a Memorandum of Understanding (MOU) established between our university and your district. As noted in the MOU, every intern is assigned a Site Support Provider (SSP) in his/her school or district of employment to act as a coach/mentor and a University Support Provider (USP). Please note that it may take up to 60 days for the USP to be assigned to the intern. In the meantime, the MOU asks that your school site provide 100% of the intern's support and professional development activities until a USP is assigned. CTC has mandated that 144 hours of general support and an additional 45 hours of EL specific support for interns who do not hold EL authorization.

Please provide the following information on the attached form:

1. Site Support Provider contact information.
2. A general schedule or plan for how you will offer support to the intern (e.g., weekly class visit; co-planning; debriefing after a lesson, etc.) until the USP is assigned.

The identified Site Support Provider must:

1. Hold a clear credential in the area the intern is seeking. For general education, a content expertise is required.
2. Possess second language certification or English Learner Authorization (ELA).
3. Have a minimum of three years teaching experience in the classroom.

We thank you for the opportunity to work with us at National University as we seek to develop inspired and accomplished educators in California.

Dr. Susan Porter, Special Education Department Chair



Sanford College of Education
 Credentials Department

School Site Intern Support Information Form

To be completed by the Principal or Vice Principal at the Intern's School Site of Employment

Intern Teacher Name: James Buckman District/School: Palisades Charter High

Site Support Provider's Name: Mary Bush

E-mail: mbush@palihigh.org Phone: 310-230-6623 x7260

Credentials/Authorizations Held by Site Support Provider: PPS,

Please check support areas that the District will be providing below and specify anticipated hours of support to be provided weekly:

Mark Areas of Support	Areas of Support	Estimated Hours of Weekly Support
<input checked="" type="checkbox"/>	Content specific coaching	
<input type="checkbox"/>	Grade level or department meetings on planning, curriculum, and instruction	
<input type="checkbox"/>	New teacher orientation or professional development	
<input type="checkbox"/>	Non-evaluative coaching from Administrator	
<input checked="" type="checkbox"/>	Co-planning with certified mentor or special educator to address student needs	
<input type="checkbox"/>	Logistical assistance before/during school year (parent conferences, open house, back to school night, bulletin boards, and other)	
<input type="checkbox"/>	Participation in district group/regional group meetings	
<input type="checkbox"/>	Review and discussion of test results with colleagues (CELDYT, standardized tests, other)	
<input type="checkbox"/>	EL support	
<input type="checkbox"/>	Other please describe:	

Estimated Weekly Average of General District Support: _____

Estimated Weekly Average of EL District Support: _____

Identified Person's Name Providing EL Support to Intern: _____

EL Support Provider's E-mail: _____ EL Support Provider's Phone: _____

EL Support Provider's Credentials/Authorizations Held: _____

Principal/Vice Principal Name: _____ Signature: _____ Date: _____

FACULTY VERIFICATION OF INTERN ELIGIBILITY

IE-4

As a National University Faculty Intern Advisor, I have verified the eligibility of: James Buckman for the university internship program. I have made this determination by the following assessment of readiness and employment appropriateness:

- Review of Verification of Program Prerequisites (IE-1)
- Review of Internship Candidate Acknowledgment (IE-2)
- Review of Intern Employment Information (IE-3) - *Contract must be a minimum of one school year. Candidates who will not be provided with 3 or more months of classroom time on their contract will not be approved for a University Internship Credential.*
- Candidate Resume
- Review of current academic progress per copy of candidates schedule and grades
- Review the Intern Support Verification (ISV) and (ISV-EL) hours requirement. Provide the attached forms to the intern.

DO NOT CONTINUE WITH INTERVIEW IF THE ABOVE ITEMS ARE NOT COMPLETE & PRESENT

Complete Faculty Assessment of Readiness and Rating Sheet:

Total Score:

Scoring Rubric:

- Strong Candidate: 41-50
- Acceptable Candidate: 30-40
- Unacceptable Candidate: 29 and below

As a result of the Assessment of Readiness, the review of the requirements above, as well as the appropriateness of the employment site, I have determined that the above named candidate IS an eligible candidate for the university internship program

Signature of Faculty Advisor	Telephone Number	Date
------------------------------	------------------	------

Or

As a result of the Assessment of Readiness and the review of the requirements above, I have determined that the above named candidate IS NOT an eligible candidate for the university internship program at this time. As the Faculty Intern Advisor, I recommend that candidate take the following measures to either a) re-apply for the internship program at a later date or b) participate in traditional student teaching:

Signature of Faculty Advisor	Telephone Number	Date
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National University
Sanford College of Education

Completing the Intern Support Verification Form

As a University Intern, you are required to obtain 144 hours of support/mentoring for each school year that you are employed as an Intern. Candidates who start working as an Intern after the beginning of the school year will have their hours of support prorated. Support can come in various forms. For a detailed list of the types of support you may receive, please see the "Type of Support Provided" list on the attached Intern Support Verification Form.

The California Commission on Teacher Credentialing (CTC) requires that interns receive a **minimum** of two hours of support per five instructional days. Since the length of a school year can vary by district due to holidays and scheduled breaks, **National University recommends** that our interns average four and a half hours of support each week in order to meet the 144 hour requirement by the end of the school year.

Your Internship Support hours will be tracked by completing a digital log. The digital log will be accessible through your SOAR Student Portal once Clinical Practice has been added to your course schedule by your Credential Program Specialist.

Clinical Practice cannot be added to your course schedule until your Internship Credential has been granted by the CTC, your student account is free of locks/holds **and** you have attended the Internship Orientation. The paper *Intern Support Verification Form* is to be used to track support you receive between the time you begin working on your granted internship credential and the time you obtain access to the digital log through the scheduling of Clinical Practice.

When Clinical Practice has been added to your course schedule, and you obtain access to your digital log, you should transfer the hours of support from the paper form to the digital log, and then enter all future hours of support on the digital log.



National University
Sanford College of Education

Intern Support Verification Form

Intern Name: _____

Intern 9-Digit NU ID: _____

<p>University Internship</p> <p>(Average 4.5 hours of support each week with minimum support of 2 hours every 5 instructional days)</p>	<p>Form Objective: Use this log to document the hours of support required for each year of intern employment. Please review the <i>Intern Support Verification Cover Sheet</i> for specific instructions on when and how to use this form.</p>		
	<p>The "Type of Support Provided" field should be completed according to this key:</p> <ul style="list-style-type: none"> a) Content Specific Coaching; b) Grade Level or Department Meetings on Planning, Curriculum and Instruction; c) New Teacher Orientation or Professional Development; d) Non-Evaluative Coaching from Administrator; e) Co-Planning with EL Expert or Certified Mentor or Special Educator to address student needs; f) Logistical Assistance before/during school year (Parent Conferences, Open House, Back to School Night, Bulletin Boards..); g) Participation in District group/regional group meetings; and h) Review and Discussion of test results with colleagues (ELAPC, Standardized Tests...) i) National University Lesson Plan Differentiation for English Learners* j) Digital Observations and Assessments / Domain C/TPE 7* k) Peer/Faculty Support* l) Other- write in 		
Date	Type of Support Provided	Hours	Support Provider Initials

Intern Signature _____ Date: _____

Support Provider Signature(s): _____ Date: _____

* Support areas I through K may be obtained during the first 8 months of Clinical Practice

July 31st, 2019



National University
Sanford College of Education

Completing the Intern Support Verification Form for English Learner (EL) Support

As a University Intern, who does not hold a valid English Learner Authorization, you are required to obtain 45 hours of EL preparation and support for each year of intern employment. Support can come in various forms. For a detailed list of the types of support you may receive, please see the "Type of Support Provided" list on the attached *Intern Support Verification Form for English Learner (EL) Support*. National University **recommends** that our interns average six hours of support each month in order to meet the 45 hour requirement by the end of the school year.

Your Internship English Learner Support hours will be tracked by completing a digital log. The digital log will be accessible through your SOAR Student Portal once Clinical Practice has been added to your course schedule by your Credential Program Specialist.

Clinical Practice cannot be added to your course schedule until your Internship Credential has been granted by the CTC, your student account is free of locks/holds **and** you have attended the Internship Orientation. The paper *Intern Support Verification Form for English Learner (EL) Support* is to be used to track support you receive between the time you begin working on your granted internship credential and the time you obtain access to the digital log through the scheduling of Clinical Practice.

When Clinical Practice has been added to your course schedule, and you obtain access to your digital log, you should transfer the hours of support from the paper form to the digital log, and then enter all future hours of support on the digital log.



National University
Sanford College of Education

Intern Support Verification Form for English Learner (EL) Support

Intern Name: _____ Intern 9-Digit NU ID: _____

<p>University Internship</p> <p>(Average 6 hours of support each month)</p>	<p>Form Objective: <i>Title 5 of the CA Ed Code</i> requires the employing agency to identify an individual with an English learner authorization who will be immediately available to assist an intern teacher that enters the program without an English learner or bilingual authorization with the specified activities. Since you do not hold a valid English Learner Authorization, you must use this log to document the hours of EL preparation and support required for each year of intern employment. Please review the <i>Intern Support Verification for English Learners Cover Sheet</i> for specific instructions on when and how to use this form.</p> <p>The "Type of Support Provided" field should be completed according to this key:</p> <ul style="list-style-type: none"> a) Content Specific Coaching; b) Grade Level or Department Meetings on Planning, Curriculum and Instruction; c) New Teacher Orientation or Professional Development; d) Non-Evaluative Coaching from Administrator; e) Co-Planning with EL Expert or Certified Mentor or Special Educator to address student needs; f) Logistical Assistance before/during school year (Parent Conferences, Open House, Back to School Night, Bulletin Boards..); g) Participation in District group/regional group meetings; and h) Review and Discussion of test results with colleagues (ELAPC, Standardized Tests...) i) National University Lesson Plan Differentiation for English Learners* j) Digital Observations and Assessments / Domain C/TPE 7* k) Peer/Faculty Support* l) Other- write in 		
	<p>Date</p>	<p>Type of Support Provided</p>	<p>Hours</p>

Intern Signature: _____ Date: _____

Support Provider Signature(s): _____ Date: _____

* Support areas I through K may be obtained during the first 8 months of Clinical Practice

July 31st, 2019



PALISADES

CHARTER HIGH SCHOOL

Human Resources Board Report

June 23, 2020

New Hires/Temp Contract:

Name	Classification/Position	Funding	Effective Date
Curren, Jane	Chemistry Teacher	General	8/17/2020
Giannone, Andrea	Italian Teacher (Fall Semester Only)	General	8/17/2020
Goldstein, Michelle	SDP Teacher	General	8/17/2020
Matthews, Stephen	Math Teacher	General	8/17/2020
Yee, Annie	Physical Education Teacher	General	8/17/2020

Retirement/Resignation/Release:

Name	Classification/Position	Funding	Effective Date
Amis, John	Life Guard	Civic Center Permits	6/12/2020
Arreola, Lilia	Math Paraprofessional	General	6/4/2020
Basurto, Kevin	Life Guard	Civic Center Permits	6/12/2020
Bernstein, Michael	Special Education Asst	Special Education	5/29/2020
Bobek, Robert	School Psychologist	General	6/30/2020
Buteyn, Jesse	Life Guard	Civic Center Permits	6/12/2020
Clarke, Jason	Math Tutor	General	5/29/2020
Gonzalez, Khazandra	Special Education Assistant	Special Education	6/4/2020
Johnson, Peter	English Teacher	General	6/4/2020
Kaufman, Stephanie	Math Teacher	General	6/4/2020
Liggins, Christopher	Special Education Asst	Special Education	6/4/2020
Mills, Ruth	World Language Teacher	General	6/4/2020



Morrow, Krisi	College Advisor	General	6/30/2020
Ramirez, Ana	Special Education Asst	Special Education	6/1/2020

Staffing and Recruitment:

Status of positions is listed below.

<u>Position</u>	<u>Status</u>
Teacher – English	Pending reference check
Teacher – RSP	Candidate in process, Intern Credential
Teacher – Spanish	Pending offer acceptance
School Psychologist	Posted, recruiting candidates

Action Items:

- National University Intern Credential Candidate for Special Education RSP position
- Admin Contracts:

Consideration of Employment Agreements with Administrative Staff, Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Agreements

Director of Student Support Services; Director of Admissions and Attendance; Director of Discipline, Activities, Athletics and Security; Director of Academic Achievement; Director of Academic Planning and Guidance; Human Resources Director; Director of Operations; Chief Business Officer

- ED/P Amendment:

Consideration of Sixth Amendment to Contract for Employment of Executive Director/Principal, Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Contract

Coversheet

Director of Operations Report

Section: II. Organizational Reports
Item: F. Director of Operations Report
Purpose: FYI
Submitted by:
Related Material: PCHS Board Report for Operations for 2020-06-23 Board Meeting.pdf



PALISADES CHARTER HIGH SCHOOL

Board of Trustees Meeting Operations Report June 23, 2020

Security/Safety – Coronavirus Related in Some Manner:

Cleaning/Safety:

- Extra Janitorial personnel were on campus for the three week Year-End Collection Process (YECF) to continuously disinfect/clean the tables, chair, carts, etc. at the 9 Stations, and the Restrooms used by the YECF Workers.
- Janitorial personnel are still on-campus 5-Days a week (Mon thru Fri) to clean/disinfect the regularly used areas of campus, and are scheduled to continue until everyone is back on campus regularly. Disinfecting occurring daily in all used high-touch points, including but not limited to door knobs/handles, light switches, railings, high-traffic offices, regularly utilized counter and conference tables, etc.
- Additional supplies ordered and received to aid PCHS in both the extra cleaning and daily consumables. Thing like, but not limited to: Masks, Face Shields, Self-Pump Hand-Sanitizer, Dispenser Delivered Hand-Sanitizer, Disinfecting Wipes, Disinfecting Sprays, Additional TP, Paper Towels, Hand-Washing Soap, Protective Gloves, etc.
 - Masks for YECF and Summer needs finally arrived
 - Disinfecting Wipes still on Backorder - We got some order fulfillment, but a rationed amount. All outstanding orders still in waiting mode.
 - Hand-Sanitizer still on Backorder like for most people, and ultimately orders canceled. Additional orders placed and we are still waiting for fulfillment.
 - Paper Products, Soap and Glove orders fulfilled
- PCHS Personnel still following County guidelines for Social Distancing and Mask Wearing on campus, as well as minimizing the amount of people on campus
- Purchased Plexi-Glass In-Person Interaction Guards for higher-volume offices/counters – Main Office, Attendance Office, Counseling, College Center, Library, etc. Operations Team also looking to either build or buy floor-standing Side-by-Side dividers for same offices to help protect all people involved.
- Planning for possibility of 2020-21 Fall Semester Students-on-Campus related to additional labor and materials to accommodate:
 - Janitorial Personnel for continuous disinfecting
 - Monitoring Personnel for Social Distancing, Mask Wearing and Temperature Checking
 - Additional supplies/materials for disinfecting
 - Additional PPE for both PCHS Personnel and Students/Visitors



PALISADES CHARTER HIGH SCHOOL

Security/Safety – Coronavirus Related in Some Manner:

Security/Safety:

- PCHS Security Guard coverage for YECP period was increased to manage/monitor that process, but has now been reduced back again to levels similar to Summer Break mode and is expected to continue until the next time students are on campus regularly (8/19 or later).
- PCHS Campus Aids at Flagpole Walk-In Entrance most of the day. Aids at Main Drive-In Entrance at all times from 7:00am – 4:15pm. Evening coverage by Joffe Security Services continues.
- Campus is still accessible for Faculty/Staff 5-Days/Week Mon-Fri as needed through summer, but limited to 7am – 4pm. Summer Hours with more limited access in effect until Campus/Facilities enable to re-open.
- Specific Emergency Days campus access rules in place for visiting Students, Families, 3rd-Parties, Vendors, etc. Accommodations exist for Students to pick-up items as needed, essential parent/PCHS meetings, deliveries, etc.
- To practice the required quality Social Distancing, and minimize the introduction of possible COVID-19 Virus to campus, we are minimizing as much human traffic to campus as possible, and as required by LA City Regulations, all people outside on campus are required to wear nose and mouth covering masks.
- All non-essential facilities are closed, locked and not available for use, including but not limited to: Pool, Large/Small Gym, Baseball Field, Tennis Courts, Mercer/Gilbert Halls, Stadium, Stadium Parking Lot, etc. based on latest CA, LA County, LA City and LAUSD rules. Even though County/City relaxing of business closures is underway, LAUSD has stated that campus facilities will not be able to re-open before 8/1/2020 at the earliest.
- Controlled entrances at the Flagpole Area are being contemplated for implementation of more managed/controlled campus entrance/access for temperature/symptom check requirements that may be in existence for schools to re-open and allow Students-on-Campus.

Security/Safety - Standard:

- Classroom & School-Wide safety supplies/materials re-checked and replenished as needed in anticipation of both potential need and upcoming safety inspections for LAUSD Charter School Division.
- Trip hazard remediation for campus walkways are being mitigated via cement grinding, cement patching/repairs, etc.



PALISADES

CHARTER HIGH SCHOOL

Security/Safety – Standard (Continued):

- Trip hazard remediation for campus walkways are being mitigated via cement grinding, patching/repairs, etc.
- All typical Safety Drills for 2020-21 will be planned and scheduled once it is determined we will be having Students-on-Campus for 2020-21.
- PCHS fundraising for Safety & Security is still needed to build up the necessary funds to implement well-established Safety Priorities as determined via multiple stakeholder surveys and assessments with 3rd-Party experts. Many important safety measures are currently not being pursued due to lack of funding

Transportation:

- Resumption of Regular Ed, Special Ed, Athletic and Field Trip busing to resume once some degree of Students-Back-on-Campus returns, whether for the entire study body or a hybrid/staggered social distancing oriented schedule. Bus Company ATS and the Transportation Dept. are discussing matters regularly.
- The 2020-21 School Year PCHS School Bus Registration & Scholarship Application, which started on 2/18, was scheduled to conclude on Tue 3/24, but due to the COVID-19 Events was extended through 5/4. The timelines for all other post-registration activities in the process were also been pushed back roughly a month. The down-payment deadline was moved from 5/31 to 6/30.
- Scholarship Offers to those students who have Demonstrated Financial Need were delayed from 5/22 until 6/17 in order for the Administration, Budget & Finance Committee and Board of Trustees to review the Scholarship Funding and overall PCHS School Bus Program cost within the context of the school wide budget. Therefore, the timelines for all other post-registration activities in the process were also been pushed back another week or two. The down-payment deadline has now been moved until July 7th.
- As of the through 5/4 deadline for 2020-21 PCHS School Bus Registration, 413 students have registered for the bus, and another 10-12 have expressed interested, plus some newly offered/admitted students from the Admission process are also interested. The Transportation Dept. is optimistic the number of registered riders will be approaching 430 by the end of May.
- 177 Scholarship Applications/Requests were received on behalf of 189 students (applications are per family). All Scholarship requests have gone through the Demonstrated Financial Need process, and the Offer Letters were emailed out on 6/17. All Scholarship funds have been offered. Final determinations will be made once we reach the July 7th cutoff.



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Transportation (Continued):

- The Special-Ed transportation program, Big Blue Bus Pali Express program and the Metro Mobile Customer Center (MCC) program have all also been on hold due to the COVID-19 Events. These are all setup to continue at PCHS once we are back to a Students-on-Campus mode. However, reduced scheduling and significantly lowered capacity for Social/Physical distancing is expected when our fall semester begins. It is undetermined at this time how significant or extended the limitations will be for PCHS Students.
- It should be noted that Special Ed Transportation Services are exceedingly difficult to re-engage in times of high-demand, which is expected to be the case when the Stay/Safer-at-Home Orders are lifted. The Transportation Dept. is in contact with our Special Ed transportation vendors, but they are making no guarantees of available vehicles/drivers when the crisis ends.

Year-End Collection Process (YECP):

- The Year-End Collection Process (YECP) to provide a Socially/Physical Distanced method for all students to return PCHS Property including but not limited to Textbooks, Chromebooks, PE Clothes, Musical Instruments, etc. The program ran from Tue 5/26 through Mon 6/15
- Thank you to all the PCHS Personnel that assisted with this critical but time-consuming process!
- All collections still being reviewed/assessed, but preliminary rough estimates are along the lines of 65-70% participation, which means ~1/3 of all students items have not been returned, which include hundreds of Student Tech Devices and thousands of Textbooks.
- While senior's participation rates were better than the overall average, we started with ~80% participation. However, that meant ~20% (~140 seniors) did not return PCHS Property. After multiple rounds of emails and phone calls to student parent/guardians, we reduced this to ~80 seniors, and have continued outreach to encourage seniors to return these items.
- If PCHS decides to implement 100% Remote/Distance Learning for fall semester, we will need to setup/execute a School Start Distribution Process to assign/hand-out Textbooks, Tech Devices, PE Clothes, Instruments, etc. This will be a significant undertaking.



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MGAC/Pool:

- MGAC/Pool remains closed until further notice due to COVID-19. Operational oversight and maintenance happening daily.
- MGAC Fiscal Status:
 - 2019-20 Pool Revenue = ~\$345,000
 - Mar 13 - Jun 30 Revenue Loss = ~\$160,000
 - Hoping to re-open early in 2020-21 to re-establish facility usage and revenue generation
- LA County Health Department Guidance for Public Pools released 6/15/20
- Local pool re-opening processes underway at several local area pools. Including:
 - Collins-Katz pool (on Uni High School campus) opening 6/22
 - SMC targeted for 7/7
 - Malibu either 7/4 or mid-July
 - Culver City possibly 7/6
- LA City Pool Operations Plan submitted to City Council and LAUSD reps for possible opening of 17 year round facilities and 5 B.O.E sites
- PCHS Re-Opening Plan in place for when our facility can re-open
- Sourcing PPE and Signage for when our facility can re-open
- Building out back-end to membership system to support online reservation system – no contact check-in (public lap swim only)
- Other Maintenance Repairs/Replacements Projects include:
 - New Large Pool Heater installation underway
 - Repair water main line
 - Replace 3 underwater pool LED lights
 - Underwater plaster repair
 - Replace Mechanical Bldg Thresholds/Painting
 - Service of Surge Pit
- PCHS should continue accruing/saving for major repairs in the 1-3 year timeframe as major pool components start to reach their useful life of 8-10 years.
 - 1. Re-Plaster Both Pools (~\$250k)
 - 2. Replacement/Backup Competition Pool Pump (~\$35-\$50k)
 - 3. Replace Main Drains
- Facility applying to LA County EMS to offer Public Safety First Aid Class (target date Jan 2021)
- MGAC Handbook being Revised/Re-Drafted re Emergency Action Plan, Operational Standards, and SDS updates
- For MGAC News & Updates - Subscribe to pool newsletter on MGAC Website
- MGAC Policies Updated - Please see MGAC Website for details at www.palihigh.org/palipool



PALISADES

CHARTER HIGH SCHOOL

Information Technology:

- The Technology worked extensively with the Librarian and Athletics Director to plan and execute the Year-End Collection Process while maintaining all City and State regulations in relation to Social Distancing. Over 10,000 items needed to be collected to prep for the fall semester of 2020-21.
- YECP collections and Senior Clearance tasks are occupying the majority of the Tech Team's time post YECP. The Team is inspecting and inventorying all returned devices to assess any damages and ensure all received items have been accounted for. Seniors are the initial focus, they have been contacted directly via email, through their parent/guardian email, and direct phone calls to ensure items are returned. Appointments are being made for the late returns of Tech Devices and Textbooks, through the Tech office. Excluding summer school and other programs that still require devices, over 100 devices are still outstanding in grades 9-11.
- In response to the Coronavirus outbreak and State/City regulations requiring a transition to Distance/Online eLearning, the Technology Team has been working tirelessly with all departments and multiple vendors to provide additional support and services to all Students/Families and PCHS Faculty/Staff. This work is ongoing and will continue through the summer as needed (year-round workers, summer school, prep for 2020-21, etc.).
- IT is also working on budget-approved purchases/projects. In particular, multiple quotes have been requested for the Student Device purchases based on the same device specifications. Quotes expected back by end of June. The Technology Dept. is requesting Board of Trustees approval for the EDP and CBO to be authorized to purchase the student devices from the lowest priced Reasonable & Responsive vendor that offers a price at or below the approved budget amount for this purchase, and to enter into the lease acquisition of said devices. This is critical in order to get our order in queue to hope to receive the devices in a timely manner for the 2020-21 school year.
- PCHS is having a number of issues with Schoology and problem resolution. PCHS has been working closely with Schoology on this and a few issues that were promised to be live with the 2019-20 school year but will not be live until the 2020-21 school year.
 - The issue with Apple iOS devices continues. The last update of iOS causes a compatibility issue between the Schoology app and Respondus Lockdown Browser. The issue is a Schoology issue, and the Schoology iOS App needs to be updated by Schoology and then downloaded by students in order to resolve the issue. Schoology has not released a period for this update to occur.



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Information Technology (Continued):

- Lack of promised feature support. The most critical feature promised allows printed assessment questions to be randomized across printed copies, allowing for a level of test security that is mandatory when students sit next to each other in class. The lack of this feature prevents teachers from printing assessments for students that do not have a device, classes that do not have access to devices, and students that have testing accommodation requirements. If a teacher wishes to print assessments, they must disable randomized question order, a standard and necessary security practice in the modern classroom. If a teacher were to elect not to disable the randomized question order, all printed assessments are scored incorrectly. Schoology has recently updated their product roadmap to mark this feature complete, with a note of **“Note: The randomize questions order setting is not supported when printing assessments.”** We will need to immediately take this up with our account manager.
- The Category 2 eRate project is in full swing with boots on campus managing the Phase 1 construction. Three labs have been completely wired and fiber is now being run throughout campus. Form 471 part substitutions have now been filed and we are awaiting approval before we can proceed with Phase 2, which includes the equipment to connect all the wiring. Currently aiming for an 8/1 project completion.
- eRate Project highlights are:
 - Replace some of our aged and failing core network infrastructure
 - Replace some of our aged and/or failing classroom lab networks
 - Supplement wireless access points in some classrooms with insufficient infrastructure
 - Grow physical network where insufficient, non-existent, or otherwise problematic areas
 - Provide for, repair, or replace the battery backup to each network IDF
 - Repair/Replace some of the fiber runs that have stopped working
 - Run some of the needed new fiber runs to new classroom labs and new IDF's
 - Add new Ethernet capacity where exhausted in lower A, B101, AA office, H, E, G, J, Mercer Hall, Cafeteria/Staff Cafeteria
- **From Don** – The Technology Team has been doing a tremendous job throughout this entire COVID-19 Period. They have likely spent more time physically on-campus, and more time assisting every department/group at PCHS, and well as having walk-in service/help for Students/Families, than probably anyone else. In addition, Jeff Roepel has been working extra hours and putting in a lot of extra effort to assist us all with Online Board and Faculty/Staff Meetings, Distance Learning brainstorming, counsel and execution, and fighting through the eRate/Fed bureaucratic quagmire (which is exhausting) as well.
- A BIG Thank You from the Administration to the Technology Team during these very challenging times.



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Permits & Setups:

- **Permit Revenue for May 2020 is ~\$5,700:**

- \$500 from Facility Rentals – Parking space fees for Bay City Tree
- \$5,200 from Banner Rentals – Matt O’Keefe banner rental for the year
- \$0 from Filming (*Note* - Filming has restarted in LA, and we’re receiving inquiries, but due to LAUSD restrictions on facilities usage, we cannot host any filming)
- \$0 from Misc. Events/One Time Permitters

- **May thru July Permits Revenue Alert:**

- Permits Fiscal Status is:
 - o 2019-20 Permits Revenue = ~\$394,000
 - o Estimated 3/13 - 6/30 Revenue Loss = ~\$187,000 (\$136k Non-Filming)
 - Assumes a less predictable Filming Revenue Loss of \$51,000
 - o Hoping to re-open early in 2020-21 to re-establish facility usage and revenue generation
- With the extension of the State, County, City Stay/Safer-at-Home Orders, and primarily LAUSD Restrictions, PCHS Facilities expected to remain closed through the end of July. Therefore, virtually no revenue expected during this period.
- Cancellation notifications were sent in late May and early June to all summer programs/groups (camps, club sports, PCHS pre-season Athletics, etc.)

- The HUGE hit to facilities and filming continues...

- Two requests from location managers about facilities being available for filming in July.
- Three (and increasing by the day) requests from outside groups about renting facilities to hold events in July and August.

- Banner demand is increasing a bit, with multiple people (mostly realtors) reaching out signing up for multiple weeks/even the year.

- May 2020 Set-Ups/Events:

- YECP: Tue 5/26 thru Mon 6/15



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Facilities/Projects:

- **Ongoing Day-to-Day Operations/Facilities Support via facilitieshelp@palihigh.org that included but is not limited to the following:**
 - **Custodial Staff** – Per contract Uniserve has begun summer deep/detail classroom cleaning and floor care Campus wide.
 - **Custodial Staff** – Continued daily disinfecting of high-touch areas such as all door knobs/handles, light switches, desks, tables, chairs, keyboards/mouse, counters, benches, water fountains, elevator, etc. rails with Clorox bleach germicidal wipes in addition to general daily cleaning.
 - **E-MIST EM360 System** - Purchased for large-scale Classroom and Common-Use Areas disinfecting and currently awaiting delivery.
 - **Plexi-Glass 36" x 36" walk-up counter shields** due to COVID-19. Similar to what has been installed at supermarkets so that high-traffic stations can have shields to help protect PCHS workers and people to whom they are speaking.
 - **Hybrid vs Traditional Class set up** – Two rooms were set up in a Hybrid Socially/Physically Distanced manner for review and input from Administration.
 - **MGAC Main Water Line** – Leak near shut off valve in front of Stadium Visitors custodial closet repaired. Leak detecting company pinpointed leak prior to breaking ground.
 - **J-110 Water Leak** – Two leaks addressed in old/corroded rusted pipe elbows. J110 kitchen area was the initial leak with pipe in corner of ceiling of class above sprinkler control system eventually leaking as well. Both have been fix/repared.
 - **Boys/Men Home Side Stadium Restroom** - Replaced Leaking Urinal Valve
 - **Cafeteria Loading Dock** – Painted in anticipation of ADA Rails Install.
 - **U106** – Sub flooring and VCT Tile (3' x 10') replaced due to broken tile and termite rotted subflooring. Baseboard for section also replaced.
 - **Gym Lobby Snack Shop Ice Machine** – Faulty Ice Maker component replaced.
 - **Marquee** – Several burnt out light bulbs replaced.
 - **Restroom Signs; ODD/EVEN Building signs; Office Nameplates, etc.** – After Vendor shut down for COVID-19 pending order froze but we finally received signs.
 - **Gym Bleachers; Stadium Bleachers** – Annual Inspection completed. Few repairs called out.
 - **Nurse Office Waiting Rooms** – Two storage cabinets on wheels purchased for storage since Breast Feeding room was created out of Nurse Storage closet.
 - **M101/M110** – Replaced/Upgraded remaining fluorescent bulbs to LED.
 - **Smoke sensor** – Faulty sensor in J110 replaced.
 - **Year-End Collection Process** - Worked with various Depts. as this years' version was conducted in social distanced phases over the course of 3 weeks.
 - Still Occurring, although at a much slower rate:
 - Ongoing Door/Lock maintenance, repairs and adjustments
 - Ongoing Athletic Facilities Maintenance – Stadium/Baseball Fields, Tennis courts, etc.
 - Hallway & PE Locker fixes and adjustments as needed
 - Restroom faucet, sink, toilet/urinal repairs as needed



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Facilities/Projects (Continued):

Items in-progress and expected future completion include:

- Plexi-Glass walk-up counter shields due to COVID-19. Purchasing/Constructing more, as well as floor standing dividers to keep people side-to-side also protected
- Mercer Hall: Fix Pocket Doors and general cleanup/organization
- Power washing brick walkways between Bldgs. To rid of built-up grime. Fix as needed.
- Tennis Hitting Wall Re-Painting
- Safety: Refresh painting/taping required clearances around Plant Equipment around campus
- Safety: Trip Hazard Remediation - Fix Additional Flat Concrete Problems & Grind Trip Hazards
- Cafeteria loading dock ADA staircase hand-rails to be installed – Paint Loading Dock Wall
- **PE Tunnel** - Leak near shut off valve to GG3 located @ M-Bldg. service road.
- **J110; C203; D207** – Classes being prepped for summer painting.
- **J123** – Upgrade fluorescent bulbs to LED in progress.
- **Annual Summer Brush Clearance**
- **Annual Bldg. HVACC Duct Cleaning**
- **Annual A/C PM**
- **Teacher Summer Survey Responses/Requests**
- **J108** - floor tile replacement
- **Baseball Scoreboard Poles & Timer** - Replacement and Support Poles Reinforced
- **Pests:** Search for and seal-up any Pest Access Points in the Gym & Mercer/Cafeteria Complexes
- **Smoke detector wand** - Purchase of to perform recurring restroom smoke alarm testing
- **PA Speakers** - Addressing PA Speaker issues reported in several classrooms
- **Faculty Parking Lot Solar fixtures** - Getting All to operate consistently (they're very temperamental)
- **Band shed doors @ Lower Blacktop** - Replace damaged doors. ETA August 2020
- Pests: Search for and seal-up any Pest Access Points in the Gym & Mercer/Cafeteria Complexes
- Getting All Faculty Parking Lot Solar fixtures to operate consistently (they're very temperamental)



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Facilities/Projects (Continued):

Facilities Larger Scale Projects:

- **Long-Term Heating System (Utilities) Infrastructure Replacement Project (LAUSD Bond Funded).**

Other than a few month delay in starting, and assuming the COVID-19 Events do not continue with significant impacts much past July, this project is still slated to start somewhere in the Aug to Oct 2020 timeframe (previously projected to start June 2020), and has been revised to now be a 14-18 month project, lengthened by at least 2-4 months. Based on the length of the project, it was going to exist during both 2020-21 and 2021-22 school years anyway, so this delay does not really change much.

Meetings to discuss project impact to the campus and school activities, assuming students are on campus for fall 2020 semester, are ongoing. More details to come, but Faculty/Staff & Students should expect inconveniences in appearances and walking pathways throughout the project.

- **Gym A/C Project (LAUSD Bond Funded)** – Project still planned by LAUSD, but now scheduled to start Nov 2020, and still last 14-16 months. Project will overlap significantly with the Long-Term Utilities/Heating Replacement project. However, there is still some LAUSD concerns over COVID-19 impacts, and multiple-projects overlapping, which may further delay this project start.

Meetings to discuss project impact to the campus and school activities are being scheduled for this summer. More details to come, but Faculty/Staff & Students should expect inconveniences is appearances, walking pathways and *potentially some facility-use throughout the project.*

- **Security Fencing (Unfunded)** – LAUSD mandated Architectural & Structural Engineering plans created by Breen Engineering Inc. - Funding needed to complete fence purchase/installation.
- **Donor Brick Wall (Donor Funded)** – Completed installation of Donor Bricks from a campaign to raise funds. Wall installed on the home side walkway on the school-side of the Press Box. Additional bricks have already been commissioned, and some but not all have been received. Once all bricks are received, they will be installed. Additional bricks may be purchased if desired – Please contact Mike Rawson at mrawson@palihigh.org.

Coversheet

Director of Development Report

Section: II. Organizational Reports
Item: G. Director of Development Report
Purpose: FYI
Submitted by:
Related Material: Development Report 62320.pdf



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CHARTER HIGH SCHOOL

Development Report Board of Trustees Meeting June 23, 2020

Results to Date (thru 6/18/20):

TOTAL FUNDS RAISED TO DATE:	Fund	Current Year	Last Year	Inc/Dec.	2020 Budget
The PCHS Fund	General	\$392,612	\$218,324	\$174,288	\$500,000
Attendance Gift	General	\$2,295	\$0	\$2,295	\$0
Campus Safety & Security	General	\$0	\$2,860	-\$2,860	\$0
Pali Alumni Fund	General	\$1,627	\$0	\$1,627	\$0
The Pali GO Fund	Pali GO	\$4,187	\$42,408	-\$38,221	\$0
TOTAL UNRESTRICTED FUNDS RAISED		\$400,421	\$263,592	\$136,829	\$500,000
Donations to Athletic Teams	ASB	\$9,185	\$10,131	-\$946	\$0
Donations to Classroom Teachers	ASB	\$52,312	\$19,504	\$32,808	\$0
Donations to Extra-Curriculars	ASB	\$53,610	\$32,109	\$21,501	\$0
Donations to Pali Cares	ASB	\$571	\$0	\$571	\$0
Legacy Brick Campaign	General	\$250	\$4,071	-\$3,821	\$0
CTE Incentive Grant	General	\$171,045	\$0	\$171,045	\$171,655
Perkins V Grant	General	\$37,102	\$29,570	\$7,532	\$37,102
Foundation Grants	General	\$8,300	\$0	\$8,300	\$0
Rest. Donations/Pledges - Recd	General	\$49,468	\$99,151	-\$49,683	0
Rest. Donations/Pledges	General	\$0	\$49,468	-\$49,468	0
TOTAL RESTRICTED FUNDS RAISED		\$381,843	\$244,004	\$137,839	\$208,757
TOTAL FUNDS RECEIVED		\$782,564	\$507,596	\$274,968	\$708,757
TOTAL EXPENSES TO DATE:					
Bacio Design		\$3,600	\$6,705	-\$3,105	\$5,100
L.A. Press Printing		\$5,703	\$10,746	-\$5,043	\$6,900
American Direct Mail		\$7,962	\$1,625	\$6,337	\$5,000
Postage		\$625	\$1,700	-\$1,075	\$1,000
Subscriptions		\$5,086	\$21,683	-\$16,597	\$10,000
SafeSave service fees		\$8,618	\$6,725	\$1,893	\$6,232
Salaries & Benefits		\$176,928	\$176,928	\$0	\$176,928
Office supplies		\$703	\$286	\$417	\$200



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Videography	\$1,020	\$495	\$525	\$1,500
Young Alumni Pizza Lunch	\$0	\$199	-\$199	\$190
Career Day & Fair Breakfast/Lunch	\$0	\$322	-\$322	\$0
Donor Bricks	\$2,050	\$0	\$2,050	\$500
Donor Banners	\$675	\$0	\$675	\$1,500
Chamber Expo/Best of the Palisades AD	\$495	\$175	\$320	\$200
New Parent Welcome Breakfast	\$1,400	\$1,162	\$238	\$1,162
TOTAL EXPENSES FOR UNRESTRICTED FUNDS	\$214,865	\$228,751	-\$13,886	\$216,412

TOTAL NET FUNDS **\$567,699** **\$278,845** **\$492,345**

CTE Incentive Grant Budget to Date:

	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
CTEIG Funds received:		\$172,705.00	
Mercer Upgrade	\$37,500.00	\$35,919.68	\$1,580.32
VEI/DECA Registration Fees	\$18,095.00	\$18,335.00	-\$240.00
VEI Color Printer	\$400.00	\$423.80	-\$23.80
VEI Class/Trade Show Supplies	\$4,000.00	\$3,707.26	\$292.74
MakerSpace Lab	\$23,150.00	\$10,136.84	\$13,013.16
MakerSpace IMA	\$2,500.00	\$1,913.71	\$586.29
Gilbert Hall Lighting Upgrade	\$4,440.19	\$0.00	\$4,440.19
Music Dept. Apple Cart	\$77,521.03	\$61,508.33	\$16,012.70
VEI Additional Classes	\$9,100.00	\$0.00	\$9,100.00
	<u>\$176,706.22</u>	<u>\$131,944.62</u>	<u>\$44,761.60</u>

Budget included \$4,000 from Perkins Grant for DECA

Campaigns initiated to date:

- 1.) Joint Appeal with Booster Club sent 8/1/19
- 2.) New Parent Welcome Breakfast was heavily attended on 8/17/19
- 3.) Joint Appeal at Booster Kick-Off event on 8/28/19 brought in over \$10,000
- 4.) Back-to-School Night brought in over \$17,000
- 5.) Driveway Days was held on October 16 - 19 promoting PCHS Fund and Booster Club brought in



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\$18,421

- 6.) Joined the Booster Club Phon-a-Thon on November 4th and 13th raising \$25,000
- 7.) Major Donor Reception was held on November 7th brought in \$15,200
- 8.) The CTEIG application for the 2020-21 school year has been submitted. A maximum amount would be \$275,000
- 9.) #Giving Tuesday brought in \$11,271 in one day
- 10.) PCHS Fund Year-End Appeal (12/27 - 12/31) yielded \$27,980 vs. \$10,969 last year.
- 11.) 30 Donor letters were sent to those who committed to making a pledge at the November PhonThon yielded 2 donations.
- 12.) The donor database was broken down by donors who have not given to date into five distinct regions that have historically brought in considerable support over the years. The list was reviewed that have historically brought in considerable support over the years. The list was reviewed by the the Development committee.
- 13.) A questionnaire was sent to 25 alums to obtain feedback on the Alumni Network and give ideas on how to make it more engaging for alums. Many alums have requested to be eliminated when they email solicitations.
- 14.) There are 11,928 Pali alums on the www.classmates.com website that is used to connect alums and promote reunions. Looking into how to solicit alums to enroll on the school's website.
- 15.) Thank you email was sent to all donors and discussed the good works during the pandemic and current school needs.
- 16.) Student led Thank You video was sent out and nearly \$3,000 the night of its release.
- 17.) #GivingTuesdayNOW Campaign brought in \$31,503.85. A follow up mailing will be sent to 1,190 families from selected zip codes who have not given to the PCHS Fund or the Booster Club this year.
- 18.) State of the School address from Dr. Magee to be released prior to the mailing to discuss important issues parents want to know and discuss the fiscal impact of the Governor's May Revised Budget will have on PCHS for the next two years.
- 19.) CTEIG allocation for 2020-21 was approved for \$173,107. Perkins V grant funds have been approved for the 2020-21 school year in the amount of \$34,746
- 20.) FEMA-DR-4482-CA-COVID-19 funding application will be submitted before the June 1st deadline once total expenses associated with COVID-19 can be detailed.
- 21.) Year-end solicitation mailing went out 6/9/20 to 1,190 families in 5 designated zip code areas who have not given to the PCHS or Booster Club this year.

Comments:

- 1.) PCHS Fund is up 79.8% over the same period last year (\$171,438).
- 2.) Total unrestricted funds of \$400,421 is 80.1% of our goal for the year.



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- 3.) Current participation in 473/2,718 families (17%). Total families over the same period last year - 276
Pali GO Fund had an additional 175 donors last year. Total for both = 451
- 4.) PCHS Fund is up 51.9% over the combination of the PCHS Fund and the Pali GO Fund.

Grants Submitted:

			<u>Submitted</u>
		Campus Unification & Academic Equity	
Steinmetz Foundation	\$5,000		12/9/2019
CTE Incentive Grant	\$173,107	CTE Grant for 2020-21 school year	11/15/2019
Perkins V Grant	\$34,747	CTE Grant for 2020-21 school year	7/15/2020
FEMA 4482DR	\$98,287	COVID-19 Relief Fund	4/1/2020
CA Teleconnect Fund		Calif. Utilities Commission Relief Fund	4/24/2020
	<u>\$311,141</u>		

Grants Received:

			<u>Received:</u>
Lewis A. Kingsley Foundation	\$10,000	Program Support	7/30/2019
Target Foundation	\$1,000	Soccer equipment	12/27/2019
Mara W. Breech Foundation	\$5,000	Teacher professional development	1/7/2020
American Legion Post 283	\$1,500	Academic Decathlon	2/24/2020
PPWC Foundation	\$800	Repair mosaic in quad	3/3/2020
	<u>\$18,300</u>		

Grants to be Submitted:

			<u>Deadline</u>
J.P. Morgan Foundation	\$5,000	Entrepreneurship	TBD
U.S. Bank Foundation	\$5,000	Entrepreneurship	TBD
MUFG Union Bank Foundation	\$5,000	Special Population Support	TBD
Georgia-Pacific Found.	\$5,000	Entrepreneurship	TBD
Marc & Evan Stern Fdn.	\$5,000	Performing Arts	TBD
Hugh & Hazel Darling Fd	\$2,500	Academic Equity/Pali->START	3/15/2020
Braitmayer Foundation	\$5,000	Academic Equity/Pali->START	3/15/2020
Sydney Stern Trust	\$5,000	Academic Equity/Pali->START	4/1/2020
Joseph Stanley Leeds	\$10,000	Pali->START/Video Production	4/1/2020
Cognizant USA Found.	\$25,000	MakerSpace Grant	5/1/2019
	<u>\$72,500</u>		

Grants to be Vetted:



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		Charter School	
Partner for Dev. Futures	\$5,000	Education	To inquire
		Mathematics/Science/Technology	
W.M. Keck Found.	\$100,000	Equip	To inquire
		Performing Arts/Program	
Chartwell Charitable	\$10,000	Development	To inquire
S. Mark Taper Fdn.		Performing Arts	To inquire
		Transportation	
William H Hannon Fdn.	\$10,000	Assistance/Scholarships	To inquire
		Tech	
Annenberg Found.	\$20,000	Equity	To inquire
		Transportation	
Carrie Estelle Doheny	\$20,000	Assistance/Scholarship	To inquire
Eisner Foundation		Performing Arts	To inquire
Verizon Foundation	\$5,000	STEAM program development	To inquire
M.B. Seretean Foundation	\$5,000	No response	To inquire

Grants Denied:

		Looking for nationwide impact	
Amgen Foundation	\$15,000	programs	
Wells Fargo Foundation	\$1,000	Must be invited	
		356 awardees	
Non Profit Security Grant	\$100,000	nationally.	
		Looking for nationwide impact	
America Honda Foundation	\$25,000	programs	
Dart Foundation	\$4,500	Only gives within 20 mile radius of Foundation	
Toyota USA Foundation	\$5,000	Must be invited by one of their companies (Torrance N/A)	
		Funds selected	
Ella Fitzgerald Charitable Found.		projects	
Willametta Day Fdn.		No unsolicited proposals accepted	
		Only districts received money; only 2 LEAs	
K12SWP Grant	\$20,000	granted	
Ahmanson Foundation	\$59,720	Digital Classroom Renovation	
Best Buy Community		Not Accepting Requests at this	
Grants	\$5,000	time	
Roth Family Foundation	\$5,000	No longer accepting applications	TBD
Semel Charitable Fdn		Only Supports Higher Education	To inquire
Joseph Drown Found.	\$25,000	Program Support - Pali->START	To inquire
Motorola Solutions	\$30,000	Gives only to regional locations	
Mazda Foundation	\$10,000	Gives only to regional locations	



PALISADES

CHARTER HIGH SCHOOL

William C. Bannerman	\$7,000	Supporting COVID-19 emergency	
Alaska Airlines Found	\$10,000	Does not support education	
Cathay Bank Foundation	\$5,000	Does not support annual grants	11/19/2019
		Not enough resourec to support all	
Ralph M. Parsons Found.	\$30,000	apps.	3/5/2020

Coversheet

Chief Business Officer (CBO) Report

Section: II. Organizational Reports
Item: H. Chief Business Officer (CBO) Report
Purpose: FYI
Submitted by:
Related Material: CBO Report 06.23.20.pdf
II.H -CBO REPORT - CREDIT CARD_.pdf



PALISADES

CHARTER HIGH SCHOOL

CBO REPORT BOARD OF TRUSTEES JUNE 23, 2020

Updates from June 9th Report noted in **Red**

2019-2020

CASH

PCHS Cash Balances at the end of May were a combined balance of \$13.6 million (\$12.7 million Unrestricted Including Lifetime Health benefits designation) compared to \$9.0 million (\$8.3 million Unrestricted Including Lifetime Health benefits designation) in April 2020. The approved Paycheck Protection Program Loan of \$4.6 million was received this in May and is reflected in the balances noted above.

June 2020 State LCFF funding (possibly EPA Prop 20 Funding as well, totaling \$3.0 million) will be Deferred into July 2020. In the 2020/2021 School Year, larger deferrals (possibly 25% of April and 100% of May & June 2021 funding) are scheduled to occur which be in addition to in our lowered Funding to be received in 2020-2021 School Year

Attendance

No updates due to School Closure

FINANCIAL UPDATES

A number of Fiscal Articles continue to be received almost daily that suggest potentially improved State Budget news based upon Legislative review of the May Revise. The inclusion of a recommendation that additional Federal CARES ACT be allocated to Education in 2020/2021 sends hopeful signs. This potential funding still needs to be agreed to by the Governor and needs approval before the use of this information can be deemed credible. This Budget information, as finalized by the State in June is still subject to change in August, when the updated State Revenues will be known, after payments of Personal & Business Taxes are paid in July

The CSD Review was held on June 9th with the Admin Team to go over the outline of their report. Preliminary indications suggest no major issues arose based upon the information we've discussed. Follow up Fiscal questions/clarifications were also provided to CSD on June 16th. Awaiting response/update from CSD. Final Report on all Areas Reviewed by CSD to PCHS is anticipated to be received in next 30 days.

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PALISADES

CHARTER HIGH SCHOOL

CBO REPORT BOARD OF TRUSTEES JUNE 23, 2020

2020-2021

CAFETERIA

Major changes will be discussed in the coming weeks with Chartwells to determine the best and safest way to deliver food to students in 2020-2021. A meeting is scheduled in the coming weeks to look a changes and possible options.

INSURANCE

Advance discussions have already started regarding our 2021-2022 Renewal. Given the California Insurance Market condition (especially in Education) that resulted in our General Liability, Property & Directors & Officers Insurance to increase in excess of 60% this year, This policy is agendized separately for discussion/approval. PCHS needs to be proactive partners with both our Broker, Provider & other Charter Schools to find solutions or alternatives to the growing Insurance challenges being presented. **Approved June 9th**

Palisades Charter High School
 Credit Card Reconciliation Form
 For the Period of: 05/01/2020 - 05/31/2020

PLEASE COMPLETE

Date	Vendor	Description of Expense	Cardholder	Requested By	Amount	Board Approval Required?	Resource	Budget Category
5/4/2020	CREATIVE COSTUMING & DES	Marching Band Uniforms	G. WOOD	T. FARRELL	6,000.59		ASB	MARCHING BAND
5/25/2020	PRINTLANDONLINECOM INC 310-3934400	Graduation Banner	G. WOOD	D. PARCELL	1,109.12		GEN FUND	SUPPLIES
5/1/2020	MAILCHIMP *MONTHLY MAILCHIMP.COM	Monthly communications blast	P. MAGEE	P. MAGEE	84.99		GEN FUND	SUBSCRIPTIONS
5/25/2020	WRIGHTS MEDIA LLC 281-4195725	Content	P. MAGEE	P. MAGEE	995.00		GEN FUND	SUBSCRIPTIONS

Grand Total **8,189.70**

Coversheet

Executive Director/Principal (EDP) Report

Section: II. Organizational Reports
Item: I. Executive Director/Principal (EDP) Report
Purpose: Discuss
Submitted by:
Related Material: EDP bdrpt 6.23.20.pdf



PALISADES

CHARTER HIGH SCHOOL

Executive Director/Principal Report Board of Trustees Meeting June 23, 2020

School Re-opening Plans:

- PCHS is gathering information to guide the decision-making process and preparation for the opening of the 2020-21 school year. Staff discussions and planning meetings to address various scenarios are ongoing. Conditions related to the COVID-19 pandemic are quite fluid and change frequently. Our school will need to be prepared to be flexible and adaptable. Potential re-opening options are:
 - Full eLearning model.
 - Staggered/hybrid model with the student body divided into groups that come to campus on different days of the week. In this model it is likely that a student would be on campus one or possibly two days per week.
 - Normal – This model is highly unlikely to due current and on-going need for social distancing.
- Surveys regarding preferences for the coming semester have been distributed to parents and teachers. Students will also be surveyed.
- Administration met with the UTLA-PCHS Co Chairs to develop guidelines. The teams will meet again to review survey results and to develop an agreement about guiding expectations for faculty.
- Professional development for faculty is being planned based on faculty requests and student input regarding effective distance learning models and practices.
- PCHS is collaborating with other independent conversion charter schools and communicating with local school districts regarding their re-opening plans.
- PCHS is following the recommended guidelines from the [California Department of Public Health](#) and [California Department of Public Education](#).
- All schools located on LASUD property are subject to LAUSD re-opening rules, which are expected to be announced in the next few weeks.
- Updates regarding re-opening plans will be communicated to PCHS families throughout the summer vacation as more information becomes available.

PCHS Anti-Racism Education:

PCHS recognizes that we are experiencing two of the most challenging situations in the recent history of our nation: the ongoing adverse impact of the COVID-19 pandemic and the ongoing tragedies of police brutality against Black/African American people. In the midst of this evolving environment, students have made poor choices and posted unacceptable, racist messages on social media. To raise our school community above these hurtful actions and to build greater understanding and cohesiveness, PCHS is taking additional steps to address racism and bias on our campus:



PALISADES

CHARTER HIGH SCHOOL

- Listening groups have been initiated with students and staff. These conversations will continue during the summer and into the new school year. Recommendations for educating the student body and staff are being collected for the purpose of beginning the school year with a plan in place.
- Initial steps include:
 - Posting of a Google Form by ASB Leadership to gather student input, provide a place for students to make change through petitions and allow a space to respectfully voice concerns.
 - Dissemination of resources for staff, students, and parents.
 - Review and revision of school discipline policies underscoring expectations with clear consequences. Student body presentations and broad posting of these policies throughout the campus, website, and digital resources are planned to ensure the school community is fully aware that racist hate speech and/or actions are not tolerated.
 - Planning educative events for the student body and school community such as Movie Nights, Culture Festivals, and consistent, ongoing messaging designed to raise awareness and dispel misinformation.
 - Implementation of targeted, ongoing anti-bias and anti-racism training for staff and students. A greater focus on digital citizenship will also be addressed in all courses.
- Any parents, students, staff and community members who have ideas or resources to share are encouraged to contact me directly at pmagee@palihigh.org.

Coversheet

Operations Written Report

Section: V. Changes/Updates in Response to COVID-19
Item: A. Operations Written Report
Purpose: Vote
Submitted by:
Related Material: COVID-19 Report.docx

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Palisades Charter High School	Pamela Magee Executive Director/Principal	pmagee@palihigh.org 310-230-6623	June 23, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Palisades Charter High School (PCHS) closed its brick and mortar facilities and ceased in-person instruction for students and other operations in March 2020. Instruction resumed online via eLearning less than a week later. Students and families had to quickly adapt to new methodologies requiring technology. Some households did not have internet or sufficient bandwidth. PCHS conducted outreach to identify faculty, students and families in need of computers and hotspots to support online instruction. The school continued to provide resources remotely including tutoring and mental health support throughout the spring semester. All extra-curricular programs ceased on-campus activities. School support staff primarily worked from home or completed on-line training. The PCHS Maggie Gilbert Aquatic Center has also been closed to the school and public community throughout the pandemic.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Palisades Charter High School (PCHS) met the needs of English learners, foster youth, and low-income students in its eLearning platform by providing distanced instruction and individual coaching through conferencing apps such as Zoom and Big Blue Button. PCHS formed an outreach team comprised of administrators, counselors, nurses, support staff, and paraprofessionals. School outreach included helping students and families navigate remote learning, providing information to access services for resources and food centers, technology set-ups, and assisting communication with school personnel. Accommodations were provided to students, including extensions of time for assignments, videos with captioning or embedded interpreting, accessible or translated reading materials, other language services provided through video conferencing, an online translation dictionary, Edpuzzles, and other support apps. PCHS ensured that ELs, foster youth and low-income students with disabilities also had equal access to the curriculum, including the provision of FAPE to the greatest extent possible. Each student with a disability, including each EL with a disability, was provided the special education and related services identified in the student's individualized education program (IEP) through the individual student's case carrier and special education paraprofessionals. Students with plans developed under Section 504 were provided accommodations through PCHS teachers in consultation with the PCHS 504 coordinator. PCHS was able to provide for internet access, hotspots, and devices for English learners, foster youth, and low-income students. Mental Health services to students through teleconferencing. PCHS ensured communication with parents of ELs in a language they can understand and to adequately notify limited English proficient (LEP) parents of information about programs, services, translating mailings and emails to parents to ensure that they have access to the information in a language they could understand. For parents who are not literate, PCHS recorded telephone calls that went to families. PCHS translators were utilized to call families with individualized needs.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Palisades Charter High School (PCHS) provided professional development training and time for teachers to revise curriculum, create virtual lessons and learn about tools for online instruction. Classes resumed via eLearning for the remainder of the spring semester. The initial instructional focus during phase 1 of eLearning was on continuity of learning. When it was determined that schools would not be reopening, Phase 2 of eLearning was launched with an adjusted bell schedule and revised grading scale with broadened grade bands to ensure students were not penalized due to changes in the instructional environment.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

No students have been on campus for instruction or activities since the brick and mortar facility closure on March 13, 2020. All instruction has occurred in a virtual environment. During school hours, supervision has been provided in a variety of ways. An outreach team was coordinated during the first week of eLearning. The team has been engaged in contacting students and parents regarding any needs they may have during the eLearning period. Administrators, deans, academic and college counselors, mental health professionals, tutors and nurses have been actively engaged in addressing student needs and concerns throughout the COVID-19 school closure.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Palisades Charter High School (PCHS) has an enrollment of approximately 3,000 students attending that represent over 100 zip codes within our sending area. In an effort to provide information on access to meals to our Parents & Students, PCHS posted a list of 60+ LAUSD Schools and 90+ LAUSD Charter Schools across Los Angeles vicinity. These locations were listed by name and posted on a map of Los Angeles to provide families in need with on-line resources regarding access to school meals. This information was posted on the home page of PCHS at www.palihigh.org and in the COVID-19 Resources link. Any questions that were asked were responded to by staff to ensure that PCHS students had access to school meals during the period of eLearning.

California Department of Education
May 2020

Coversheet

Report to the Community

Section: V. Changes/Updates in Response to COVID-19
Item: B. Report to the Community
Purpose: Vote
Submitted by:
Related Material: COVID-19 Community Report.docx



PALISADES CHARTER HIGH SCHOOL

Written Report to the Community required by EXECUTIVE Order N-56-20

Executive Summary for Board Information June 23, 2020

Executive Order N-56-20, issued by Governor Newsom on April 22, 2020, empowers schools to focus on responding to COVID-19 and to provide transparency to their communities. The order requires LEAs to develop a written report to the community that explains how the Local Educational Agency (LEA) responded to school closures beginning in March 2020.

The Order extends from July 1, 2020 to December 15, 2020, the deadline for a school district governing board (*or governing body of a charter school*) to adopt the Local Control and Accountability Plan (LCAP) and the budget overview for parents. The Order also requires the governing board of the LEA to adopt, during the same meeting at which the governing board adopts the annual budget, due July 1, 2020, a written report to the community that explains the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families. The Report must detail how the LEA is meeting the needs of unduplicated pupils during the period of school closures and the steps taken by the LEA to support the following: delivery of high-quality distance learning opportunities; providing school meals in non-congregate settings; and arranging for supervision of students during ordinary school hours. The content to be included in the report aligns with the prior Executive Order N-26-20 which outlined the conditions under which California public local education agencies retained state funding in the event of physical school closure.

School districts are required to submit the written report in conjunction with submission of the adopted annual budget to the county office of education. (*Charter schools submit the written report adopted pursuant to its authorizer.*)

School districts and charter schools must post a copy of the written report on the homepage of their internet website.

Date of Board Approval _____ (*insert date*)

Coversheet

Consideration of Sixth Amendment to Contract for Employment of Executive Director/Principal, Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Contract

Section: X. Executive Director/Principal (EDP) Employment Contract
Item: A. Consideration of Sixth Amendment to Contract for Employment of Executive Director/Principal, Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Contract
Purpose: Vote
Submitted by:
Related Material: Dr. Magee EDP Contract Amendment 6.23.2020 (FINAL).pdf



SIXTH AMENDMENT

TO CONTRACT FOR EMPLOYMENT OF EXECUTIVE DIRECTOR/PRINCIPAL BETWEEN PALISADES CHARTER HIGH SCHOOL AND DR. PAMELA A. MAGEE

This AMENDMENT is made and entered into this 23rd day of June, 2020, by and between the Board of Trustees of Palisades Charter High School ("Board") and Dr. Pamela A. Magee ("Dr. Magee").

WHEREAS, the Board and Dr. Magee entered into a Contract for employment of Principal & Chief Administrative Officer ("Contract") on June 12, 2011; and

WHEREAS, the Board and Dr. Magee amended the Contract on January 20, 2015 reflecting a four-year term of employment, commencing July 1, 2014 through June 30, 2018; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 28, 2016 reflecting (among other things) an additional one-year term of employment, commencing July 1, 2018 through June 30, 2019; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 19, 2017 reflecting (among other things) an additional one-year term of employment, commencing July 1, 2019 through June 30, 2020; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 19, 2018 reflecting an additional one-year term of employment, commencing July 1, 2020 through June 30, 2021; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 18, 2019 reflecting an additional one-year term of employment, commencing July 1, 2021 through June 30, 2022; and

WHEREAS, the Contract provides that the Board may extend the contract for an additional year upon Dr. Magee receiving a satisfactory performance evaluation by the Board; and

WHEREAS, for the 2019-20 school year, Dr. Magee received an evaluation of "Satisfactory" or "Outstanding" from the Board; and

WHEREAS, the Board wishes to exercise its discretion to extend the Contract for a period of one year for this current evaluation, and to incorporate additional amendments to the Contract.

NOW THEREFORE it is hereby agreed as follows:

1. All of the foregoing recitals are true and correct.
2. Section 2 of the Contract, entitled Term of Employment, is modified to reflect an additional year through June 30, 2023.
3. The following is added as Section 6(c) of the Contract: “For the 2020-2021, 2021-2022, and 2022-2023 school years, the compensation of the EXECUTIVE DIRECTOR/PRINCIPAL shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the workyear of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the EXECUTIVE DIRECTOR/PRINCIPAL shall also be restored in an equal manner.”
4. All other provisions of the June 12, 2011 Contract, the January 20, 2015 Amendment, the June 28, 2016 Amendment, the June 19, 2017 Amendment, the June 19, 2018 Amendment and the June 18, 2019 Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Amendment to the Contract for Employment of the Executive Director/Principal, effective June 23rd, 2020.

FOR THE BOARD OF TRUSTEES OF PALISADES CHARTER HIGH SCHOOL

 Leslie Woolley, Chair Date
 of the Board of Trustees

 Dr. Pamela A. Magee Date

Coversheet

Consideration of Employment Agreements with Administrative Staff (Positions Listed Below), Including the Addition of New Language Recognizing the Potential for Compensation Decreases During the Term of the Agreements

Section: XI. Administrators Employment Contracts
Item: A. Consideration of Employment Agreements with Administrative Staff
(Positions Listed Below), Including the Addition of New Language Recognizing the Potential for
Compensation Decreases During the Term of the Agreements
Purpose: Vote
Submitted by:
Related Material: AMY NGUYEN 2020 - 2023.pdf
CHRISTOPHER LEE 2020 - 2023.pdf
DONALD H. PARCELL 2020-2023 (1).pdf
GREGORY WOOD 2020-2023.pdf
MARY BUSH 2020 - 2023.pdf
MONICA IANNESSA 2020 - 2023.pdf
RUSSEL HOWARD 2020-2023.pdf
TAMI CHRISTOPHER CONTRACT 2020 - 2023 .pdf



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and AMY NGUYEN

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and AMY NGUYEN (hereinafter referred to as the “DIRECTOR OF HUMAN RESOURCES”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF HUMAN RESOURCES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF HUMAN RESOURCES by way of this Agreement and the DIRECTOR OF HUMAN RESOURCES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF HUMAN RESOURCES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF HUMAN RESOURCES from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF HUMAN RESOURCES** shall receive an annual salary of \$121,327.91, to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF HUMAN RESOURCES** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF HUMAN RESOURCES** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF HUMAN RESOURCES** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF HUMAN RESOURCES** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF HUMAN RESOURCES** shall perform the duties of **DIRECTOR OF HUMAN RESOURCES** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF HUMAN RESOURCES** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF HUMAN RESOURCES** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF HUMAN RESOURCES** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1st, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the **DIRECTOR OF HUMAN RESOURCES** and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the **DIRECTOR OF HUMAN RESOURCES** for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the **DIRECTOR OF HUMAN RESOURCES**;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the **DIRECTOR OF HUMAN RESOURCES** as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by **DIRECTOR OF HUMAN RESOURCES** of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the **DIRECTOR OF HUMAN RESOURCES** shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The **DIRECTOR OF HUMAN RESOURCES** shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the **DIRECTOR OF HUMAN RESOURCES** chooses to be accompanied by legal counsel at such meeting, the **DIRECTOR OF HUMAN RESOURCES** shall bear any cost therein involved. The **DIRECTOR OF HUMAN RESOURCES** shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the **DIRECTOR OF HUMAN RESOURCES** on paid administrative leave.

Upon termination for cause, the **DIRECTOR OF HUMAN RESOURCES** shall receive his/her proportionate compensation to the effective date of termination, along with his/her

rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the **DIRECTOR OF HUMAN RESOURCES** will terminate at the end of the term of the agreement and no additional notice is required.

9. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. **JURISDICTION.** The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a

controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

- 15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- 16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
- 17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Amy Nguyen
Director of Human Resources

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF HUMAN RESOURCES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF HUMAN RESOURCES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF HUMAN RESOURCES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF HUMAN RESOURCES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF HUMAN RESOURCES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
 - September 7 Labor Day
 - November 11 Veterans Day
 - November 26 Thanksgiving Day
 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
5. The DIRECTOR OF HUMAN RESOURCES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF HUMAN RESOURCES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and CHRISTOPHER LEE

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and CHRISTOPHER LEE (hereinafter referred to as the “DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES by way of this Agreement and the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES from July 1, 2020 to June 30, 2023 (three year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the

provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall receive an annual salary of \$137,365.06 (Step 7), to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall perform the duties of **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1ST, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance,

changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall bear any cost therein involved. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be provided a written decision setting forth the decision of

the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES on paid administrative leave.

Upon termination for cause, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized

representative of both parties.

- 13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney’s fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.

- 14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

- 15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

- 16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

- 17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Dr. Christopher Lee
Director of Academic Planning and Guidance Services

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
 - September 7 Labor Day
 - November 11 Veterans Day
 - November 26 Thanksgiving Day
 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
5. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and DONALD H. PARCELL

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and DONALD H. PARCELL (hereinafter referred to as the “DIRECTOR OF OPERATIONS”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF OPERATIONS to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF OPERATIONS by way of this Agreement and the DIRECTOR OF OPERATIONS is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF OPERATIONS and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF OPERATIONS from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF OPERATIONS** shall receive an annual salary of \$140,674.79, to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF OPERATIONS** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF OPERATIONS** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF OPERATIONS** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF OPERATIONS** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF OPERATIONS** shall perform the duties of **DIRECTOR OF OPERATIONS** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF OPERATIONS** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF OPERATIONS** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF OPERATIONS** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1ST, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the **DIRECTOR OF OPERATIONS** and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the **DIRECTOR OF OPERATIONS** for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the **DIRECTOR OF OPERATIONS**;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the **DIRECTOR OF OPERATIONS** as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by **DIRECTOR OF OPERATIONS** of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the **DIRECTOR OF OPERATIONS** shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The **DIRECTOR OF OPERATIONS** shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the **DIRECTOR OF OPERATIONS** chooses to be accompanied by legal counsel at such meeting, the **DIRECTOR OF OPERATIONS** shall bear any cost therein involved. The **DIRECTOR OF OPERATIONS** shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the **DIRECTOR OF OPERATIONS** on paid administrative leave.

Upon termination for cause, the **DIRECTOR OF OPERATIONS** shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health

benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF OPERATIONS will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to

the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.

- 14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
- 15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- 16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
- 17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

 Dr. Pamela Magee,
 Executive Director/Principal

Date

 Donald H. Parcell
 Director of Operations

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF OPERATIONS is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF OPERATIONS is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF OPERATIONS has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF OPERATIONS is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF OPERATIONS is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
 - September 7 Labor Day
 - November 11 Veterans Day
 - November 26 Thanksgiving Day
 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
5. The DIRECTOR OF OPERATIONS is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF OPERATIONS may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and GREGORY WOOD

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and GREGORY WOOD (hereinafter referred to as the “CHIEF BUSINESS OFFICER”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the CHIEF BUSINESS OFFICER to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the CHIEF BUSINESS OFFICER by way of this Agreement and the CHIEF BUSINESS OFFICER is qualified to perform such duties; and

WHEREAS, the CHIEF BUSINESS OFFICER and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the CHIEF BUSINESS OFFICER from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.
2. **COMPENSATION.**
 - a. For the 2020-2021 school year, the CHIEF BUSINESS OFFICER shall receive an annual salary of \$147,860.00, to be paid in monthly payments, subject to all regular withholdings.

- b.** The CHIEF BUSINESS OFFICER is exempt from overtime law
- c.** For the duration of this Agreement, the compensation of the CHIEF BUSINESS OFFICER shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the CHIEF BUSINESS OFFICER shall also be restored in an equal manner.
- 3. **BENEFITS.** At PCHS’s expense, the CHIEF BUSINESS OFFICER shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
- 4. **DUTIES.** The CHIEF BUSINESS OFFICER shall perform the duties of CHIEF BUSINESS OFFICER as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the CHIEF BUSINESS OFFICER may be altered from time to time by the Board.
- 5. **WORK YEAR.** The CHIEF BUSINESS OFFICER shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
- 6. **EVALUATION.** CHIEF BUSINESS OFFICER should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1st, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the CHIEF BUSINESS OFFICER and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
- 7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the CHIEF BUSINESS OFFICER for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the CHIEF BUSINESS OFFICER;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the CHIEF BUSINESS OFFICER as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by CHIEF BUSINESS OFFICER of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the CHIEF BUSINESS OFFICER shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The CHIEF BUSINESS OFFICER shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the CHIEF BUSINESS OFFICER chooses to be accompanied by legal counsel at such meeting, the CHIEF BUSINESS OFFICER shall bear any cost therein involved. The CHIEF BUSINESS OFFICER shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the CHIEF BUSINESS OFFICER on paid administrative leave.

Upon termination for cause, the CHIEF BUSINESS OFFICER shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the CHIEF BUSINESS OFFICER will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

- 16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

- 17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Gregory Wood
Chief Business Officer

Date

ATTACHMENT A: BENEFIT DESCRIPTION

1. The CHIEF BUSINESS OFFICER is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The CHIEF BUSINESS OFFICER is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, CHIEF BUSINESS OFFICER has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The CHIEF BUSINESS OFFICER is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The CHIEF BUSINESS OFFICER is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
 - September 7 Labor Day
 - November 11 Veterans Day
 - November 26 Thanksgiving Day
 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
5. The CHIEF BUSINESS OFFICER is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. CHIEF BUSINESS OFFICER may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and MARY BUSH

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and MARY BUSH (hereinafter referred to as the “DIRECTOR OF STUDENT SUPPORT SERVICES”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF STUDENT SUPPORT SERVICES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF STUDENT SUPPORT SERVICES by way of this Agreement and the DIRECTOR OF STUDENT SUPPORT SERVICES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF STUDENT SUPPORT SERVICES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF STUDENT SUPPORT SERVICES from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall receive an annual salary of \$140,674.79, to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF STUDENT SUPPORT SERVICES** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF STUDENT SUPPORT SERVICES** shall perform the duties of **DIRECTOR OF STUDENT SUPPORT SERVICES** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF STUDENT SUPPORT SERVICES** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF STUDENT SUPPORT SERVICES** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1ST, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the **DIRECTOR OF STUDENT SUPPORT SERVICES** and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the **DIRECTOR OF STUDENT SUPPORT SERVICES** for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the **DIRECTOR OF STUDENT SUPPORT SERVICES**;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the **DIRECTOR OF STUDENT SUPPORT SERVICES** as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by **DIRECTOR OF STUDENT SUPPORT SERVICES** of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the **DIRECTOR OF STUDENT SUPPORT SERVICES** chooses to be accompanied by legal counsel at such meeting, the **DIRECTOR OF STUDENT SUPPORT SERVICES** shall bear any cost therein involved. The **DIRECTOR OF STUDENT SUPPORT SERVICES** shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the **DIRECTOR OF STUDENT SUPPORT SERVICES** on paid administrative leave.

Upon termination for cause, the **DIRECTOR OF STUDENT SUPPORT SERVICES**

shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the **DIRECTOR OF STUDENT SUPPORT SERVICES** will terminate at the end of the term of the agreement and no additional notice is required.

9. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

10. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **JURISDICTION.** The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.

12. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.

13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator

may be entered as a judgment of the Superior Court.

- 14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

- 15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

- 16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

- 17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

 Dr. Pamela Magee,
 Executive Director/Principal

Date

 Mary Bush
 Director of Student Support Services

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF STUDENT SUPPORT SERVICES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
1. The C DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
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 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
- 2.
3. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF STUDENT SUPPORT SERVICES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and MONICA IANNESSA

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and MONICA IANNESSA (hereinafter referred to as the “DIRECTOR OF ACADEMIC ACHIEVEMENT”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ACADEMIC ACHIEVEMENT to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ACADEMIC ACHIEVEMENT by way of this Agreement and the DIRECTOR OF ACADEMIC ACHIEVEMENT is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ACADEMIC ACHIEVEMENT and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ACADEMIC ACHIEVEMENT from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall receive an annual salary of \$140,674.79, to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF ACADEMIC ACHIEVEMENT** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall perform the duties of **DIRECTOR OF ACADEMIC ACHIEVEMENT** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF ACADEMIC ACHIEVEMENT** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF ACADEMIC ACHIEVEMENT** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1st, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the **DIRECTOR OF ACADEMIC ACHIEVEMENT** and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the **DIRECTOR OF ACADEMIC ACHIEVEMENT** for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the **DIRECTOR OF ACADEMIC ACHIEVEMENT**;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the **DIRECTOR OF ACADEMIC ACHIEVEMENT** as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by **DIRECTOR OF ACADEMIC ACHIEVEMENT** of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the **DIRECTOR OF ACADEMIC ACHIEVEMENT** chooses to be accompanied by legal counsel at such meeting, the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall bear any cost therein involved. The **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the **DIRECTOR OF ACADEMIC ACHIEVEMENT** on paid administrative leave.

Upon termination for cause, the **DIRECTOR OF ACADEMIC ACHIEVEMENT** shall

receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ACADEMIC ACHIEVEMENT will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.

14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Monica Iannessa
Director of Academic Achievement

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ACADEMIC ACHIEVEMENT has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
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 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day
5. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF ACADEMIC ACHIEVEMENT may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and RUSSEL HOWARD

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and RUSSEL HOWARD (hereinafter referred to as the “DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY by way of this Agreement and the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY from July 1, 2020 to June 30, 2023 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified

herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**

- a. For the 2020-2021 school year, the **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall receive an annual salary of \$140,674.79, to be paid in monthly payments, subject to all regular withholdings.
- b. The **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** is exempt from overtime law
- c. For the duration of this Agreement, the compensation of the **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall also be restored in an equal manner.

3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. **DUTIES.** The **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall perform the duties of **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** may be altered from time to time by the Board.

5. **WORK YEAR.** The **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. **EVALUATION.** **DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY** should meet regularly with his/her supervisor, and should receive ongoing

performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1st, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY shall be entitled to appear

personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF DISCIPLINE, ACTIVITES, AND ATHLETICS chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY shall bear any cost therein involved. The DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY on paid administrative leave.

Upon termination for cause, the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF DISCIPLINE, ACTIVITES, ATHLETICS, AND SECURITY will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. **JURISDICTION.** The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Russel Howard
Director of Discipline, Activities, Athletics, and Security

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
1. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2020-2021 school year, these dates include the following 12 holidays:
 - July 4 Independence Day
 - September 4 (CA Admissions Day)
 - September 7 Labor Day
 - November 11 Veterans Day
 - November 26 Thanksgiving Day
 - November 27 Day After Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 18 Martin Luther King Jr. Day
 - February 15 Presidents Day
 - May 31 Memorial Day

2.

The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at



**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and TAMI CHRISTOPHER-
HOOKER**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed by and between the Board of Trustees (“Board”) of Palisades Charter High School (“PCHS”), a California Non-Profit Public Benefit Corporation and TAMI CHRISTOPHER-HOOKER (hereinafter referred to as the “DIRECTOR OF ADMISSIONS AND ATTENDANCE”).

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ADMISSIONS AND ATTENDANCE to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ADMISSIONS AND ATTENDANCE by way of this Agreement and the DIRECTOR OF ADMISSIONS AND ATTENDANCE is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ADMISSIONS AND ATTENDANCE and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ADMISSIONS AND ATTENDANCE from July 1, 2020 to June 30, 2023 (three year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**
 - a. For the 2020-2021 school year, the **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall receive an annual salary of \$120,954.09 (Step 3), to be paid in monthly payments, subject to all regular withholdings.
 - b. The **DIRECTOR OF ADMISSIONS AND ATTENDANCE** is exempt from overtime law
 - c. For the duration of this Agreement, the compensation of the **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall be subject to reduction commensurate with salary reductions and/or reductions in work days (“furlough days”) taken by any other management, supervisory, confidential, or non-management employee group, whether as a percentage reduction to annual salary, a percentage number of furlough days (in relation to the work year of the employee group), or a combination of a reduction to annual salary and furlough days. Additionally, if reduced compensation of any other employee group is restored during the term of this Agreement, the compensation of the **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall also be restored in an equal manner.
3. **BENEFITS.** At PCHS’s expense, the **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
4. **DUTIES.** The **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall perform the duties of **DIRECTOR OF ADMISSIONS AND ATTENDANCE** as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the **DIRECTOR OF ADMISSIONS AND ATTENDANCE** may be altered from time to time by the Board.
5. **WORK YEAR.** The **DIRECTOR OF ADMISSIONS AND ATTENDANCE** shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
6. **EVALUATION.** **DIRECTOR OF ADMISSIONS AND ATTENDANCE** should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1ST, 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the

DIRECTOR OF ADMISSIONS AND ATTENDANCE and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the DIRECTOR OF ADMISSIONS AND ATTENDANCE for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the DIRECTOR OF ADMISSIONS AND ATTENDANCE;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF ADMISSIONS AND ATTENDANCE as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by the DIRECTOR OF ADMISSIONS AND ATTENDANCE of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF ADMISSIONS AND ATTENDANCE chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall bear any cost therein involved. The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

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Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ADMISSIONS AND ATTENDANCE will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
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- 16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

- 17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee,
Executive Director/Principal

Date

Ms. Tami Christopher-Hooker
Director of Admissions and Attendance

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ADMISSIONS AND ATTENDANCE has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
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Coversheet

Announcements / New Business

Section: XIII. New Business / Announcements
Item: A. Announcements / New Business
Purpose: FYI
Submitted by:
Related Material: Board_Meeting_Schedule_2020_2021_DRAFT.pdf

Board of Trustees

Meeting Dates – 2020/2021

TBD – Board Governance Training

June 23, 2020

No July Regular Meeting

August 25, 2020

September 12, 2020 – Board Retreat

September 22, 2020

October 13, 2020

November 17, 2020

December 8, 2020

January 12, 2021

February 9, 2021

March 16, 2021

April 20, 2021

May 18, 2021

June 8, 2021 (Budget)

June 22, 2021