

Palisades Charter High School

Board Meeting

Date and Time

Tuesday August 22, 2023 at 5:00 PM PDT

Location

Gilbert Hall, Palisades Charter High School 15777 Bowdoin Street, Pacific Palisades, CA 90272

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:

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Agenda

Purpose Presenter Time

I. Opening Items 5:00 PM

Opening Items

A. Call the Meeting to Order Maggie Nance

B. Record Attendance and Guests

2 m

Sara Margiotta is attending remotely: 21220 Norman Shores Drive, Cornelius, NC 28031

C. Public Comment 30 m

"Public Comment" is available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment." "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, 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).

Google Form Public Comment Procedure: A Google form is available 24 hours prior to the meeting for Public Comment. Please refer to the Dewey Dolphin email or copy/paste this link https://forms.gle/kSsxkvL6T9GgXpdEA. Your comment will be read aloud by the Board Vice Chair. Public comments submitted through the Google form will be read after the public comments presented live at the meeting. General public comments not read after 60 minutes will be included in the meeting minutes. Due to public meeting laws, the Board can only listen to your comment, not respond or take action. Comments are limited to two (2) minutes, per person and one cannot cede their time to another. 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).

D. Approve Minutes Approve Maggie Nance 2 m Minutes

Approve minutes for Board Meeting on June 20, 2023

E. Approve Minutes Approve Maggie Nance 2 m
Minutes

Purpose

Presenter

Time

		T dipose T Tosonici					
		Approve minutes for Board Meeting (Budget) on June 6, 2023					
II.	Orç	Organizational Reports					
	A.	Student Report	FYI	Rustin Kharrazi	5 m		
	В.	Parent Report	FYI	Melissa Schilling, Saken Sherkhanov, Kristina Irwin	5 m		
	C.	Represented Classified Staff Report	FYI	Andrew Paris	5 m		
	D.	Unrepresented Classified Staff Report	FYI	Karen Ellis	5 m		
	E.	Faculty Report	FYI	Maggie Nance, David Pickard, Tyler Farrell	5 m		
	F.	Human Resources Director (HR) Report	FYI	Dr. Martha Monahan	5 m		
	G.	Director of Operations Report	FYI	Don Parcell	5 m		
	Н.	Admin. Safety and Security Team	FYI	Brooke King	5 m		
	l.	Director of Development Report	opment Report FYI M		5 m		
	J.	Chief Business Officer (CBO) Report	FYI	Juan Pablo Herrera	5 m		
	K.	Executive Director/Principal (EDP) Report	FYI	Dr. Pam Magee	5 m		
III.	Во	Board Committees (Stakeholder Board Level Committees)			6:31 PM		
	A.	Academic Accountability Committee Update	FYI	David Pickard IV	5 m		
		There is nothing to report at this time. The next report will be made in September.					
	В.	Budget & Finance Committee Update	FYI	Sara Margiotta	5 m		
		There is nothing to report at this time. The next report will be made in September.					
	C.	Election Committee Update	FYI	David Pickard IV	5 m		

			Purpose	Presenter	Time
	D.	Charter Committee Update	FYI	Sara Margiotta	5 m
IV.	Воа	ard Committees (Board Members Only)			6:51 PM
	A.	Board Members Only- Committee Updates	FYI	Various	5 m
		 Grade Appeal Committee Survey Committee			
V.	Aca	ademic Excellence			6:56 PM
	A.	Attendance/Admissions Administrator Update	FYI	Dr. Pam Magee	5 m
VI.	Ath	letic Update			7:01 PM
	A.	Football Game Physician Contract	Vote	Adam Licea	5 m
VII.	UTLA Tentative Agreement				7:06 PM
	A.	UTLA Tentative Agreement	Vote	Dr. Martha Monahan	5 m
VIII.	Fin	ance			7:11 PM
	A.	2023-2024 Budget Update	FYI	Juan Pablo Herrera	5 m
	B.	Discussion Regarding Substitute Pay	FYI	Dr. Martha Monahan	5 m
IX.	Gov	vernance			7:21 PM
	A.	LAUSD CSD Annual Review	FYI	Dr. Pam Magee	5 m
	В.	Election of Board Officer - Board Chair	Vote	Maggie Nance	5 m
	C.	Election of Board Officer - Board Vice Chair	Vote	Maggie Nance	5 m
	D.	Election of Board Officer - Board Secretary	Vote	Maggie Nance	5 m
X.	Coi	nsent Agenda: Finance Items			7:41 PM
	A.	School Organized Conferences/Trips	Vote	Maggie Nance	5 m

Purpose Presenter Time

- Attendee: Karen Ellis | September 20-September 23 | National Association of College Admission Counseling (NACA), Baltimore, MD.
- Attendee: Chelsay Showers | February 14-February 17 | National Association of Psychology Convention, New Orleans, CA
- Attendee: Guadalupe Gutierrez | February 14-February 17 | National Association of Psychology Convention, New Orleans, CA

7:46 PM XI. **New Business / Announcements** Announcements / New Business FYI Maggie Nance 1 m • Date of the Annual Goal Setting Retreat: Saturday, September 9, 2023 at 10:00am Date of the next regular Board Meeting: Tuesday, September 19, 2023 at 5:00pm **B.** Announce items for closed session, if any. FYI Maggie Nance 1 m 7:48 PM XII. **Closed Session** Conference with Legal Counsel - Anticipated Vote 5 m Litigation • Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: (one potential cases) Vote Dr. Martha 5 m B. Employee Monahan complaint/Assignment/Discipline/Dismissal/Release • (Govt. Code section 54957) (Education Code section 44929.21) 5 m C. Potential Litigation Vote • Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision

XIII. Open Session 8:03 PM

(d) of Government Code section 54956.9

			Purpose	Presenter	Time
	A.	Return to Open Session	FYI	Maggie Nance	1 m
	B.	Report Out on Action Taken In Closed Session, If Any.	FYI	Maggie Nance	1 m
XIV.	Closing Items				8:05 PM
	A.	Adjourn Meeting	FYI	Maggie Nance	1 m

Coversheet

Approve Minutes

Section:
Item:
D. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for Board Meeting on June 20, 2023



Palisades Charter High School

Minutes

Board Meeting

Date and Time

Tuesday June 20, 2023 at 5:00 PM

Location

In Person:

Gilbert Hall, Palisades Charter High School 15777 Bowdoin Street Pacific Palisades, CA 90272

Virtual:

Use the link below to join remotely.

https://go.palihigh.org/BoardOfTrusteesLive

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Trustees Present

Andrew Paris, Avi Massaband, David Pickard IV, Karen Ellis, Maggie Nance, Monica Batts-King (remote), Peter Garff, Saken Sherkhanov, Sara Margiotta, Sarah Crompton (remote)

Trustees Absent

Melissa Schilling, Robert Rene

Ex Officio Members Present

Dr. Pam Magee, Juan Pablo Herrera

Non Voting Members Present

Dr. Pam Magee, Juan Pablo Herrera

Guests Present

Jeff Roepel

I. Opening Items

A. Call the Meeting to Order

Sara Margiotta called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Jun 20, 2023 at 5:15 PM.

B. Record Attendance and Guests

C. Public Comment

No public comment

D. Approve Minutes

Avi Massaband made a motion to approve the minutes from Board Meeting (Budget) on 06-06-23.

Andrew Paris seconded the motion.

Approve minutes as amended.

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

Roll Call

Avi Massaband Aye
David Pickard IV Aye
Saken Sherkhanov Abstain

Roll Call

Peter Garff Aye
Andrew Paris Aye
Sara Margiotta Aye
Maggie Nance Aye
Karen Ellis Aye
Sarah Crompton Aye
Robert Rene Absent
Monica Batts-King Aye
Melissa Schilling Absent

II. Organizational Reports

A. Student Report

Peter Garff: Rustin will be taking my place next year and I wanted to say thank you for providing me with many great lessons and making sure that student voices are heard.

B. Parent Report

Monica Batts-King: We need to make sure parents are notified of student accomplishments. Having Pali High host a black graduation is something we need to look into. Ticket limitations for graduation was a fiasco, there were a lot of people and I suggest that we spread the kids out more so that the rows go all the way down the football stadium because parents cannot see their children. We need to look at how to organize the event so more families can enjoy the event as well. We may want to also look into the graduation rehearsal and find an alternate time, rather than the day of the event.

C. Represented Classified Staff Report

Andy Paris: There is a general lack of moral in special education. There is a lack of confidence in department leaderships, little to no observations, and given evaluations that they did not feel were fair to their overall performance.

D. Unrepresented Classified Staff Report

Karen Ellis: Nothing to report at this time.

E. Faculty Report

Maggie Nance: Faculty is happy to be on break and we are looking forward to a restful summer!

F. Human Resources Director (HR) Report

Nothing to report at this time.

G.

Director of Operations Report

Don Parcell: Report stands as submitted.

H. Admin. Safety and Security Team

Nothing to report at this time.

I. Director of Development Report

Michael Rawson: Report stands as submitted. Mr. Rawson summarized the overall development report.

J. Chief Business Officer (CBO) Report

Juan Pablo Herrera: Report stands as submitted. Will report out in the finance portion of the meeting.

K. Executive Director/Principal (EDP) Report

Dr. Pam Magee: Ongoing bargaining with UTLA, admin leadership team is developing a plan to address student behavior issues, we also have a new dean, Perisha Bellinger. We have some summer projects that we are working on, more to come!

III. Board Committees (Stakeholder Board Level Committees)

A. Budget & Finance Committee Update

Sara Margiotta: Report stands as submitted.

Sarah Crompton: On page 24, kiln is misspelled as kin. Shelving is also misspelled. In the 1:1 device program paragraph, it says teacher effectiveness grant monies will be used for the tech program?

Sara Margiotta: Yes, the suggestion is that this money will be used to help with the 1:1 program purchases.

IV. Board Committees (Board Members Only)

A. Board Members Only- Committee Updates

Grade Appeal Committee: Overturned one official grade in favor of the petitioner.

Maggie Nance: We have a grading policy in the department and it is not always followed. At the admin level, if there was more oversight, there would be more consistency between department grading policies.

Dr. Pam Magee: That is a great recommendation, and is something we will take a look at moving into next year.

V. Tentative PCHS and UTLA-PCHS Collective Bargaining Agreement

A. Tentative PCHS and UTLA-PCHS Collective Bargaining Agreement

Sara Margiotta: Tabled due to continuing negotiations between UTLA and PCHS.

VI. Finance

A. 2023-2024 LCAP

Juan Pablo Herrera presented that 2023-2024 LCAP, which can be found in the board materials.

Sarah Crompton: On page 47, the goals are listed and one mentions increasing academic coaches, but the numbers are actually reduced.

Juan Pablo Herrera: There will be one more instructional coach next year, which will be done through an auxiliary. The lower number in the budget is reflected in decreased instructional materials, not academic coaches.

Sarah Crompton: Reintegrating one full-time college advisor, what does that mean?

Juan Pablo Herrera: We have individuals that are leaving the college center and we are looking at filling those vacant roles.

Sarah Crompton: This next question is a particular concern for me because there is an increase in mental health professionals on campus, but I am concerned because I work at Pali Academy and we did not renew the therapists contract for next year. There is no line item for mental health services at Pali Academy and am wondering is anyone can speak to that.

Juan Pablo Herrera: The school therapists support is included in the LCAP and budget materials. I do not have enough information to know why it has not been posted.

Dr. Pam Magee: We are updating our job descriptions and are actively looking to fill those mental health roles.

Sarah Crompton: So even though one role is not included in the LCAP, it will be filled?

Dr. Pam Magee: It may not be the exact routine, but there will definitely be a mental health support professional at Pali Academy.

Sarah Crompton: Sometimes people forget about Pali Academy and we need support at Pali Academy.

Dr. Pam Magee: You will absolutely not be forgotten. We are communicating with Ms. Theard and developing a plan.

Sarah Crompton: I want to also point out that attendance has not been great the past few years and, as it is one of our goals, that is something that needs to be focused on as well.

Dr. Pam Magee: We have personnel already in training and we have a plan to have better systems in place next year.

Maggie Nance: One of the problems in attendance is that we had an attendance policy and it wasn't enforced at all. We were not clear at all about the consequences of poor attendance. One of the problems was not having a way to differentiate why kids were absent, is this correct?

Dr. Pam Magee: There was a problems were kids were being punished in an inconsistent way and we want to have consequences that are equitable and has buy-in from all stakeholders so we can track it in an effective way.

Maggie Nance: I have mentioned before that I have some real attendance problems and these kids were well informed. I am not some tough teacher about being late, but kids were 30 minutes to 1 hour late every day and I began not allowing students to make up exams and there wasn't enough time to makeup these exams during Pali Periods. If there has been a stronger attendance policy in place, this wouldn't have happened and we would have had a chance to catch these kids before it was too late.

Dr. Pam Magee: We are making progress and we did make great progress this year in making sure kids were following through on reporting their attendance reasons, but we do need to take a look at the overall effectiveness of the policy.

David Pickard IV made a motion to approve the 2023-2024 Local Control & Accountability Plan (LCAP).

Saken Sherkhanov seconded the motion.

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

Roll Call

Robert Rene Absent Monica Batts-King Aye David Pickard IV Aye Melissa Schilling Absent Sarah Crompton Aye Peter Garff Aye Saken Sherkhanov Aye Sara Margiotta Aye Avi Massaband Aye Andrew Paris Aye

Roll Call

Maggie Nance Aye Karen Ellis Aye

B. 2023-2024 Budget

Juan Pablo Herrera presented the 2023-2024 budget, which can be found in the board materials.

Sarah Crompton: On page 110, the ed tech coordinator, which we didn't have last year, is listed, but we have not had one for at least two years now. Is that no longer a position?

Juan Pablo Herrera: No, that does still exist, but we rely more on DataLinks for many of those issues. Having someone in person would definitely be more preferable.

Sarah Crompton: Can you explain the senior office assistant role and why is says it was backfilled and then it says it was not backfilled?

Juan Pablo Herrera: That was decided originally that we would not be filling a vacant role, but decided later that we would when there was a need.

Sarah Crompton: I am wondering what is happening with Albert IO because we would like to use the program, but it is not listed as a subscription in the budget.

Juan Pablo Herrera: We communicated with department chairs and did a cost versus benefit analysis. We are saving roughly \$16,000.

Sarah Crompton: It looks like Infinite Campus is going up \$12,000 dollars and PowerSchool is going up \$13,000. What is PowerSchool?

Juan Pablo Herrera: PowerSchool owns Schoology and those are notes from Jeff Roepel.

Sara Margiotta made a motion to approve the 2023-2024 budget.

Karen Ellis seconded the motion.

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

Roll Call

Monica Batts-King Aye
Avi Massaband Aye
Karen Ellis Aye
David Pickard IV Aye
Melissa Schilling Absent
Peter Garff Aye
Andrew Paris Aye
Sara Margiotta Aye
Saken Sherkhanov Aye

Roll Call

Robert Rene Absent
Sarah Crompton Abstain
Maggie Nance Aye

VII. Employment Contract Amendment for the Executive Director/Principal

A. Consideration of Nineth Amendment to Contract for Employment of Executive Director/Principal

Sara Margiotta presented the Employment Contract Amendment for the Executive Director/Principal process and findings through the board committee's evaluation. Avi Massaband made a motion to approve the employment contract amendment for the Executive Director/Principal.

Saken Sherkhanov seconded the motion.

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

Roll Call

Avi Massaband Aye Robert Rene Absent Maggie Nance Abstain Melissa Schilling Absent Sarah Crompton Abstain Saken Sherkhanov Aye Monica Batts-King Aye David Pickard IV Abstain Andrew Paris Abstain Sara Margiotta Aye Peter Garff Aye Karen Ellis Abstain

VIII. New Business / Announcements

A. Announcements / New Business

- Date of the next Governance Training: Saturday, July 15, 2023 (Time TBD)
- Date of the next Board Meeting: Tuesday, August 22, 2023 at 5pm
- Date of the next Annual Board Retreat: Saturday, September 9, 2023 (Time TBD)

B. Announce items for closed session, if any.

IX. 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 6:39 PM.

Respectfully Submitted, David Pickard IV

Coversheet

Approve Minutes

Section:
Item:
Item:
E. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for Board Meeting (Budget) on June 6, 2023



Palisades Charter High School

Minutes

Board Meeting (Budget)

Date and Time

Tuesday June 6, 2023 at 5:00 PM

Location

Gilbert Hall, Palisades Charter High School 15777 Bowdoin Street Pacific Palisades, CA 90272

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Trustees Present

Andrew Paris, Avi Massaband, David Pickard IV, Karen Ellis, Maggie Nance, Monica Batts-King, Peter Garff, Sara Margiotta, Sarah Crompton

Trustees Absent

Melissa Schilling, Robert Rene, Saken Sherkhanov

Ex Officio Members Present

Dr. Pam Magee, Juan Pablo Herrera

Non Voting Members Present

Dr. Pam Magee, Juan Pablo Herrera

Guests Present

Jeff Roepel

I. Opening Items

A. Call the Meeting to Order

Sara Margiotta called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Jun 6, 2023 at 5:10 PM.

B. Record Attendance and Guests

C. Public Comment

Nancy Goodstein: I've learned that some Pali students avoid certain science courses due to their aversion to the required cat dissection. I then learned that local shelters euthanize animals unnecessarily as they are paid money for the animals sold for this kind of scientific experimentation. Basic research shows that Pali would not only save money by purchasing reusable simulated models for dissection practice, which many consider to be more effective in teaching biology, and also avoid what I fear is a teaching of a lack of empathy by the method employed currently. I am happy to do a well-researched comparison report on viable options if this something which would be considered.

Kyle Finch: Kindness, tolerance, and respect for other sis one of the most important things we can teach our students. As it pertains to vaccine mandates that were pushed on so many of us. It was a miserable failure on part of the school to force a medical treatment on young people. We have come so far that we don't have to look back. Children's lives were really impacted by this. There are kids that never made it back to Pali because you forced them out because you mandated it. Those kids have many mental health issues and I hope that you take time over the break to evaluate your COVID vaccine mandate.

Monica Batts-King: Senior parents are a little confused that there were not yard signs and the senior advisor said there were many left over from last year and there was not interest. Parents are also upset that students cannot take their backpack to the restroom. Pali also needs to look at a black graduation, where black students have their own ceremony, which many other schools in the area do. I think this is something that TVN or some leader needs to look into. Ticket limitations for graduation are an issue and this is something else the school sneeds to figure out so every family members and friends can attend. We had a scholarship ceremony last week and only students are notified, but not parents. Some students got an award and parents were not even aware of the event.

D. Approve Minutes

Karen Ellis made a motion to approve the minutes from Board Meeting on 05-16-23. Andrew Paris seconded the motion.

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

Roll Call

Robert Rene Absent Karen Ellis Aye Melissa Schilling Absent Maggie Nance Abstain Avi Massaband Aye Saken Sherkhanov Absent Sarah Crompton Abstain Peter Garff Aye Andrew Paris Aye David Pickard IV Aye Monica Batts-King Aye

II. Board Committees (Stakeholder Board Level Committees)

A. Budget & Finance Committee Update

Sara Margiotta: We went through what is in the budget yesterday and are making recommendations to the board for contract renewals. Budget and Finance Committee minutes are available in the board materials.

Sarah Crompton: One board meeting we discussed the increase in bus fare and the scholarship money for families. The increase in the bus fare ended up being lower than what was expected. What happens to that money?

Sara Margiotta: We adjust everything to the CPI and we can look at any cost savings, which ended up saving every rider money.

III. Board Committees (Board Members Only)

A. Board Members Only- Committee Updates

Grade Appeal Committee: One where we upheld the teacher's grade and one still in process and will report out at the next meeting.

IV. Finance

A. 2023-2024 CharterSAFE Insurance renewal

Juan Pablo Herrera presented the CharterSAFE Insurance renewal proposal, which can be found in the board materials.

Sarah Crompton: Why did we have less enrollment for students?

Juan Pablo Herrera: Every student that we have enrolled, which affects our insurance rate. We have lower students than what was projected, so that lower number adjusted the insurance rate.

Avi Massaband made a motion to approve the 2023-2024 CharterSAFE insurance renewal.

Maggie Nance seconded the motion.

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

Roll Call

Maggie Nance Aye Peter Garff Aye Sarah Crompton Aye Karen Ellis Aye Sara Margiotta Aye Andrew Paris Aye David Pickard IV Aye Saken Sherkhanov Absent Monica Batts-King Aye Avi Massaband Aye Robert Rene Absent Melissa Schilling Absent

B. 2023-2024 American Transportation System renewal

Juan Pablo Herrera presented the 2023-2024 American Transportation System renewal proposal.

Sara Margiotta made a motion to approve the 2023-2024 American Transportation System renewal with the correction on the April CPI.

Maggie Nance seconded the motion.

Sarah Crompton: Where is it written that the lower cost will be reflected?

Sara Margiotta: It is all reflected in the budget that Budget and Finance Committee approved.

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

Roll Call

Andrew Paris Aye Robert Rene Absent Maggie Nance Aye Monica Batts-King Aye Karen Ellis Aye Sara Margiotta Aye Melissa Schilling Absent Saken Sherkhanov Absent David Pickard IV Aye Peter Garff Aye Sarah Crompton Aye Avi Massaband Aye

C. Director of Discipline, Activities, Athletics & Security Contract

Juan Pablo Herrera presented the Director of Discipline, Activities, and Security Contract. David Pickard IV made a motion to approve the Director of Discipline, Activities, Athletics & Security Contract.

Monica Batts-King seconded the motion.

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

Roll Call

Saken Sherkhanov Absent Monica Batts-King Aye Robert Rene Absent Sarah Crompton Aye Melissa Schilling Absent Sara Margiotta Aye David Pickard IV Aye Karen Ellis Aye **Andrew Paris** Aye Maggie Nance Aye Avi Massaband Aye Peter Garff Aye

D. APEX/Acellus

Juan Pablo Herrera presented the APEX/Acellus and the recommendation is to stick with Acellus.

Monica Batts-King made a motion to approve the 2023-2024 Acellus license.

Sara Margiotta seconded the motion.

Sara Crompton: I use Acellus currently and we have used APEX before?

Juan Pablo Herrera: Yes, we switched about 4 years ago from APEX.

Sarah Crompton: What is going to be the vetting process?

Dr. Pam Magee: It will be a committee of teachers and administrators.

Maggie Nance: I am generally concerned that the education that these kids are getting from these online programs is not the same experience they are getting in the classroom. The low quality and issue of academic integrity is an issue and it is something we need to really have to examine. We need to do better for the rigor of our online kids. This is a commonly held concern amongst department chairs and teachers of the Virtual Academy.

Monica Batts-King: We have to realize that a lot of colleges have online classes, but the way in which the world is going is a reality. We should focus on providing quality online education, rather than the small issues with cheating.

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

Roll Call

Sara Margiotta Aye David Pickard IV Abstain Melissa Schilling Absent Sarah Crompton Abstain Karen Ellis Ave Saken Sherkhanov Absent Monica Batts-King Aye Maggie Nance Abstain Peter Garff Aye Avi Massaband Aye Robert Rene Absent Andrew Paris Abstain

E. 1:1 Device Program

Juan Pablo Herrera presented the 1:1 Device Program proposal.

Maggie Nance: We are going to spend almost a million dollars on the computers, but you are only asking for what?

Juan Pablo Herrera: I am asking to use the ESSER money to cover the cost.

Sara Margiotta: \$903,712 is money that was allocated for technology that we have not used.

Sarah Crompton: Why is it only \$1,650 computers?

Juan Pablo Herrera: We bought about \$1,500 student devices previously from learning loss money.

Sarah Crompton: Are those Chromebooks or Lenovos?

Jeff Roepel: They are yoga computers from Lenovo.

Peter Garff: The \$1,500 bought in 2022 are the same as the \$1,650 we are buying now?

Jeff Roepel: Yes, they are the same, just slightly newer.

Peter Garff: After the few initial years that we are taking money out of this grant, will the money then from from the general funds?

Juan Pablo Herrera: Yes, we have set about \$300,000 for expected costs in the future. We have a plan to ease into the recurring costs as they begin.

Sara Margiotta: One of the things we did in our proposal was to make sure this is a sustained cost and we included language so that this would be covered for 2024-2025.

Sarah Crompton: The minutes from the budget committee say that we want 1:1 for next year, but are we also voting on the new language that is included in the proposal?

Sara Margiotta: Those minutes are not up yet and will be soon.

Sarah Crompton: The committee states that the school needs to find cost saving measures elsewhere to maintain the program. That is confusing.

Sara Margiotta: If this is a priority, we have looked in the past at other costs of the school in order to cover high priority costs to maintain the program.

Karen Ellis: We already have about half of what we need, but we are going to replace older computers as they age out?

Sara Margiotta: The plan is that on year 2 we will take the best half of what we have to get us through year 2 and replenish 25% each year after.

Peter Garff: I think there are a lot of concerns on this issue with students and ASB has been researching and discussing the benefits and the cost of this initiative and find that the benefits outweigh the cost. We have recently received a lot of clarity and student leaders in ASB are in support.

Maggie Nance: That is very different from what I am hearing from other student leaders. It is difficult to get a feel on how the students and faculty feel about this when we have not

truly run a poll. People are really torn on this and I think kids really don't want this, as well as some parents that want all of the devices connected. This is a ton of money that could be spend elsewhere.

Sara Margiotta made a motion to approve the 1:1 device program as recommended by the CBO provided an additional \$300,000 is set aside in 2024-2025 and it is a priority to replenish the tech reserve for future tech expenses if PCHS ever needs to use the reserve monies.

Avi Massaband seconded the motion.

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

Roll Call

Maggie Nance Abstain Sarah Crompton Abstain Robert Rene Absent David Pickard IV Abstain Avi Massaband Abstain Monica Batts-King Abstain Saken Sherkhanov Absent Peter Garff Aye Andrew Paris Abstain Sara Margiotta Aye Melissa Schilling Absent Karen Ellis Aye

V. Executive Director/Principal (EDP) Evaluation Update

A. EDP Evaluation Update

Sara Margiotta: The evaluation committee will be meeting with Dr. Magee to review the self-evaluation and all stakeholders are able to contribute through stakeholder trustees. If you are a stakeholder representative that is not on the evaluation committee, please share that with a committee member.

At the end of the evaluation process, if the review is satisfactory or better, the contract renewal will be voted on at the June 20th meeting. We are working on creating a new evaluation process that will do a better job collecting input from stakeholders.

VI. Consent Agenda: Finance Items

A. School Organized Conferences/Trips

Maggie Nance made a motion to approve the school organized Envirothon Competition on July 19-29, 2023 in Sackville, New Brunswick, chaperoned by Mr. Steve Engelmann. Sarah Crompton seconded the motion.

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

Roll Call

Karen Ellis Aye Saken Sherkhanov Absent Andrew Paris Aye Sara Margiotta Aye Monica Batts-King Aye Robert Rene Absent David Pickard IV Aye Avi Massaband Aye Melissa Schilling Absent Sarah Crompton Aye Peter Garff Aye Maggie Nance Aye

VII. New Business / Announcements

A. Announcements / New Business

The date of the next board meeting is Tuesday, June 20, 2023 at 5 p.m. in Gilbert Hall.

B. Announce items for closed session, if any.

VIII. 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 6:38 PM.

Respectfully Submitted, David Pickard IV

Documents used during the meeting

- Budget Com Meeting Minutes 05_31_2023.pdf
- Special Budget Com Meeting Minutes 05_30_2023.pdf
- CharterSAFE 2023-24 Insurance Proposal.pdf
- ATS 2023-24 Transportation Renewal.pdf
- · Acellus Board Materials.pdf
- 1 to 1 Device Program Materials & Projected Costs.pdf

Coversheet

Faculty Report

Section: II. Organizational Reports

Item: E. Faculty Report

Purpose: FY

Submitted by:

Related Material: Faculty Board Report 08_22_2023.pdf



Faculty Report Board of Trustees Meeting August 22, 2023

Points of Pride:

- Faculty sincerely appreciated our Welcome Back PD with Dr. Terrence Roberts of the Little Rock 9 and UCLA Professor Dr. Diana Winston.
- Faculty is excited to be back and want to thank Gio Stewart and Tyler Farrell for spearheading orientation, the tech team for their unwavering support, and all those that have worked to enact positive change for our learning community for this academic year.
- Thank you to Oscar and the facilities team for working so hard to ensure teacher's rooms are ready and properly set-up.

Concerns:

- Our school psychologist's contract was not renewed, and we did not hire a psychologist nor a social worker to replace her. They spent 4 days a week at Pali Academy (PA). We did hire 2 new social worker and one of those new social workers has been told that he will spend *one day* at PA, in addition to trying to maintain his main-campus workload. PA needs more mental health supports and is faculty is concerned that students at Pali Academy are not receiving this.
- Class sizes same as main campus classes? Pali Academy does not have the space/desks for that.
- No copy clerk during the 1st week of school. Teachers need to make copies, especially considering Pali-issued laptops are still being distributed.

Coversheet

Human Resources Director (HR) Report

Section: II. Organizational Reports

Item: F. Human Resources Director (HR) Report

Purpose: FY

Submitted by:

Related Material: Human Resources Board Report 08_22_2023.pdf



Human Resources Report Board of Trustees Meeting August 22, 2023

Substitute Pay Increase Recommendation

To attract the highest quality teachers for our students, PCHS administration and UTLA/PCHS recommend increasing the hourly rate for certificated substitutes to align with the LAUSD pay rate. This recommendation will be made to the next meeting of the Budget and Finance Committee.

	<u>PCHS</u>	<u>LAUSD</u>
Daily Rate	\$31.00	\$35.45554
Long Term Rate	\$39.33	\$47.84876

Frontline Employee Management System

A primary goal at PCHS is to implement transparent systems to provide clarity, accountability, and consistency for all stakeholders. This week we will be going live with our digital employee management system, which will provide a streamlined experience for employees from recruitment through retirement. The system will also ensure compliance with all federal, state, county, LAUSD and PCHS requirements.

Collective Bargaining

PCHS/UTLA: PCHS administrators and UTLA/PCHS met throughout the summer, and we are pleased to present a tentative agreement for a three-year collective bargaining agreement.

Human Resources Activity

New Hires

Berkle, Megan	Bio Teacher-temp
Duran, Lizette	Spe Ed Teacher
Gregson, Hannah	English Teacher
Kreiger, Carolyn	Math Teacher
Lamb, Megan	PE Teacher
Lamprecht, Zofia	VAPA Teacher
Nguyen, Lynne	Spe Ed Teacher

Soc Sci Teacher Paiva, Amanda Paniza, Meike Tech Ed Teacher Park, Linda Math Teacher Spanish Teacher Pearson, Ladley Math Teacher Perez, Alondra Soc Sci Teacher Sands, Benjamin Soc Sci Teacher Sugden, Edward Yoo, Anna Special Ed Teacher Adona, Janelle Substitute Teacher

Arnold, Daniel Substitute Teacher
Gonzalez, Guillermo Substitute Teacher
Riggan, Lauren Substitute Teacher
Sax, Michael Substitute Teacher

Tasker, Miriam Substitute Teacher

Lopez, Theodore Psychiatric Social Worker Sitomer, Robert Psychiatric Social Worker

Tiexeria, Adriana RN

Morgan-Fleming, Damian Permits Staff 1099

Cox, Briyanna Special Ed Assistant

Hornsby, Alexsys Spe Ed Assistant

Perez, Nayeli Special Ed Assistant

Johnson, Melodi Special Ed Coordinator

De Ganyar, Maya Life Guard

Moore, Asher Life Guard-student

Scaduto, Tobias Life Guard

Shortt, Charles Life Guard-student
Enos, Chelsea College Advisor
Preciado, Kristyna Counseling Office

Bollenbecke, Lucas Band Staff

Butler, Lavel Assnt Cheer Coach
Hamilton, Dwight JV Football Coach
Love, Julian Assnt Football Coach

Needham, Kevin Band Staff

Vernaza, Joseph Water Polo Coach

Licea, Adam

Assistant Principal

July/August 2023 Resignations & Leaves

AP of Attendance and Admissions Registered Nurse Math Teacher Special Education Teachers (2) Science Teacher Copy Clerk

Closed Session

<u>Public Employee Discipline/Dismissal/Release, pursuant to Government Code Section</u> 54957:

None.

Respectfully Submitted, Martha Monahan, Ed.D. Director of Human Resources

Coversheet

Director of Operations Report

Section: II. Organizational Reports

Item: G. Director of Operations Report

Purpose: FY

Submitted by:

Related Material: Operations Board Report 08_22_2023.pdf



Board of Trustees Meeting - Operations Report August 22, 2023

Permits & Setups:

- Permit Revenue for Summer: ~\$102,848 (\$78,838 from Facilities Rentals)
- Banners & Permits: Doing well at year start
- Filming Some still occurring, but with both WGA & SAG still on strike, there's limited activity
- Set-Ups/Events: Orientation, PD Days, Various Meetings, New Pali Family Breakfast, etc.

MGAC/Pool:

- Sunday Hours (10am 2pm) opening now through September
- Safety Coordination supporting After School Activities EAP and upcoming Anonymous Reporting training 8/30/23
- Pool Committee forming to review bids for upcoming concrete and cantilever repairs

Transportation/Buses:

- All Transportation Programs (Regular Bus, Late Bus, Comp Bus, SPED, Public) all starting well
- TAP Cards being given out upon request
- All pricing/payments adjusted to be based on \$2,700 annual cost

Information Technology:

- 1:1 Devices arrived and being distributed by class appointment
- 4-Unit Charging Stations being assembled and will be distributed in conjunction with 1:1 distribution
- Large volume of standard summer prep for school-year start occurred
- Major Application support, as well as Faculty/Staff/Student support, ongoing
- Some budget approved projects underway
- Ongoing facilitation/support of several EdTech digital classroom resources to ensure all applications are accounted for, accessible/usable and can be supported by IT.
- Working with our data management vendor extensively to support school needs

Facilities/Projects:

- Summer Maintenance Projects Completed
- All Classroom/Rooms Deep Cleaning & Waxing Completed
- Budget Approved Furniture Ordered Some received/deployed, some still waiting for
- Some Capital Projects J110A/J110B Office floors Glued carpet was machine grinded down to original concrete and sealed to preserve. Job completed.
- J-Bldg. Adult Restroom Replaced broken toilet.
- Gym A/C Project Nearing Completion Late Sep or Early Oct.
- Campus-Wide A/C Project A&E Kick-Off meeting recently conducted
- Common Area Modernization Design Contractor hired and working on plans to submit to LAUSD

Page 1 of 1 Operations Board Report

Coversheet

Director of Development Report

Section: II. Organizational Reports

Item:

I. Director of Development Report

Purpose: FY

Submitted by:

Related Material: Development Board Report 8_22_2023.pdf



Development Report Board of Trustees Meeting August 22, 2023

Report date: 6/30/2023

Prior						
TOTAL FUNDS RAISED TO DATE:	Fund	Report	YTD	Inc/Dec.	Budget	
The PCHS Fund	General	\$398,448	\$423,648	\$25,200	\$450,000	
Pali Alumni Fund	General	\$2,032	\$2,032	\$0		
TOTAL UNRESTRICED FUNDS RAISE	D	\$400,480	\$425,680	\$25,200	\$450,000	
CTE Incentive Grant	General	\$270,372	\$270,372	\$0	\$0	
Perkins V Grant	General	\$0	\$0	\$0	\$0	
Rest. Donations/Pledges - Recd	General	\$24,493	\$24,493	\$0	0	
Donation/Pledges Outstanding	General	\$5,676	\$8,896	\$3,220	0	
TOTAL RESTRICTED FUNDS RAISED		\$300,541	\$303,761	\$3,220	\$0	
TOTAL FUNDS RECEIVED		\$701,021	\$729,441	\$28,420	\$500,000	
TOTAL EXPENSES TO DATE:						
Bacio Design			\$3,330		\$3,500	
American Direct Mail			\$2,449		\$6,900	
Postage		\$421		\$1,800		
Subscriptions		*	\$22,287		\$7,800	
SafeSave service fees		\$3,526		\$7,500		
Salaries & Benefits (Campus Unifica	tion/Developn	nent Dir)	\$77,012		\$77,000	
Justice League						
Banner		\$300		\$200		
Videography		\$750		\$1,500		
Family Donor						
Banners		\$795		\$700		
Reunion Picnic (Class of 2002)		\$1,147		\$0		
Donor Bricks/Dedication Plaques/Av		\$3,917		\$1,500		
Donor Reception		\$0		\$0		
Donor Refund		\$0		\$0		



Major Donor Breakfast\$610\$0New Parent Welcome Breakfast\$2,325\$0TOTAL EXPENSES FOR UNRESTRICTED FUNDS\$118,868\$108,400

TOTAL NET FUNDS \$610,573 \$391,600

Comments and Campaigns initiated to date:

- 1.) Joint Appeal with Booster Club sent 8//8/22
- 2.) New Parent Welcome Breakfast scheduled for 8/20/22
- 3.) PCHS Fund comparison: \$423,648 this year/\$445,473 last year. Best YTD was \$445,473
- 4.) PCHS Fund donor comparison: 391 this year/423 last year
- 5.) Follow-up email to all Parents on 10/4
- 6.) Back-to-School Night Campaign brought in \$20,277
- 7.) Driveway Days Campaign are back 10/19 10/21
- 8.) Driveway Days Campaign brought in \$8,227
- 9.) #Giving Tuedsay Campaign will begin 11/15 through 11/25
- 10.) #Giving Tuesday 2022 brought in \$28,362
- 11.) Year End 2022 Campaign begins December 28th.
- 12.) Year End Campaign 2022 brought in

\$44,289

- 13.) Student PCHS Fund Phon-a-Thon scheduled for 3/20 3/22
- 14.) Student Phon-a-Thon brought in \$3,733
- 15.) School Year End Campaign brought in \$25,200
- 16.) Joint Appeal Letter for the 2023-24 School Year was mailed on 8/17/23
- 17.) New Parent Welcome Breakfast is scheduled for Saturday, August 26th

Grants Submitted to date:



			Date
Grantor:	Amount	Purpose	Submit
CTE Incentive Grant	\$270,372.00	CTE Funds for 2022-213	1/15/2021
LA Scholars Investment Fund	\$146,600	Pali Bridge Project - College Center	5/3/2022
Pacific Palisades Women's Club	\$600.00	Mosaic repair	5/30/2022
Lewis A. Kingsley Foundation	\$10,000.00	Program Support	8/10/2022
Mara W. Breech Foundation	\$10,000.00	Teacher Professional Development	11/30/2022
	\$437,572.00		

^{*}Red italic represents grant was not approved and deducted from the total outstanding grant requests

Grants Received to date:

Grantor:	Amount	Purpose	Date Rec'd
CTE Incentive Grant	\$270,372.00	CTE Funds for 2020-21	7/1/2022
Pacific Palisades Women's Club	\$600.00	Mosaic repair	7/27/2022
Lewis A. Kingsley Foundation	\$10,000.00	General support	7/10/2022
Mara W. Breech Foundation	\$5,000.00	Teacher Professional Development	12/30/2022
	\$285,972.00		
Grant Applications not approved:			
NRA Safe Shield Program	\$81,375.00	Permanent Perimeter fencing	8/30/2022

^{*} Subscriptions increased with the conversion from DonorPerfect to Virtuous. Virtuous will eliminate the cost of Almabase app (\$7,500) when contract expires next year, DonorPerfect (\$6,228) and DonorSearch

(\$1,750). Annual cost of Virtuous is \$9,500.

Coversheet

Chief Business Officer (CBO) Report

Section: II. Organizational Reports

Item: J. Chief Business Officer (CBO) Report

Purpose: FY

Submitted by:

Related Material: CBO Board Report 08_22_2023.pdf



CBO Report Board of Trustees Meeting August 22, 2023

2022-2023 BUDGET UPDATE

- PCHS closed the books for 2022-23 on August 15, 2023
- By August 22, 2023, we are required to submit our Unaudited Actuals to LAUSD (Charter Authorizer). LAUSD then reviews/approves and submits our report to the CDE.
- We had a positive ending balance of \$2.24 Million to end 2022-23.
- The unaudited actuals will be presented at the September Budget & Finance committee and Board of Trustees meetings.

2023-2024 BUDGET UPDATE

- The month of July has not been closed, so there is no Budget vs Actuals to present in August 2023.
- New expenses were loaded into the budget
 - o Added \$12.2k of subscription expenses
 - Swapped Nearpod for Peardeck, added e-Hall pass and math subscriptions
 - o Added \$21k of contracted services expenses
 - 1:1 device distribution (contractors)
- During the Sept Board meeting, we will present a revised budget that includes the impact of UTLA bargaining.

COMPLIANCE

- The actuarial valuation for 2021-22 is complete. Unfortunately, our Accumulated Postretirement Benefit Obligation (APBO) increased by approximately \$2.4 Million. The report will be presented at next month's Budget & Finance and Board of Trustees meeting.
- The 2022-23 actuarial valuation is also in-progress with an estimated completion date of October 31, 2023.
- PCHS Form 990 (tax return) has also been filed for 2021-22 (in May 2023). The filing replicates the information that was part of the 2021-22 independent audit report. This will also be presented at the September Budget & Finance and Board of Trustees meeting.

LOOKING AHEAD

- Continuing monitoring enrollment/attendance trends
- 2022 Actuarial report. Estimated completion is October 31, 2023.
- September Board of Trustees meeting
 - o 2022-23 Unaudited Actuals presentation/report
 - o 2021-22 Tax Return (Form 990)
 - o 2021-22 Actuarial Valuation
- Dec 15th 2023-24 First Interim Financial Report
- Dec 2023 Request for Proposal for 2024-25 Transportation Services

Coversheet

Executive Director/Principal (EDP) Report

Section: II. Organizational Reports

Item: K. Executive Director/Principal (EDP) Report

Purpose: FY

Submitted by:

Related Material: EDP Board Report 08_22_2023.pdf



Executive Director/Principal Report Board of Trustees Meeting August 22, 2023

Our mission: PCHS will empower our diverse student population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth.

Schoolwide Goals – Academic Growth and Achievement/Professional Development/Communication/Student Socioemotional Well-being/Diversity & Equity

LAUSD Charter School Facility Upgrade Project scheduled for vote Tuesday, August 22, 2023 LAUSD Board of Education meeting starting at 1:00 PM

Agenda Item:

Palisades Charter High School – Project to Provide Wrought Iron Fencing and Secure Entry System at the Front of the School

Board District 4 – Nick Melvoin

Project Background and Scope – This project is to provide new wrought iron fencing at the front of the school of approximately 600 linear feet long and eight feet high and replace approximately 2,000 linear feet of deteriorated chain-link fencing around the campus perimeter. The scope of work also includes providing a secure entry system at the main entrance on Bowdoin Street and an accessible path of travel to the main office.

Project Budget - \$ 1,219,763

Project Schedule – Construction is anticipated to begin in Q1 2025 and conclude in Q3 2025.

PCHS SUMMER PROGRAMS AND TRAINING-

Dolphin Leadership Academy (DLA) DLA Mission Statement:

The Dolphin Leadership Academy is designed to help prepare incoming freshmen to be successful and establish roles as leaders in the high school setting. The students will attend sessions that will help prepare them for freshman pod classes. In addition to learning about academic and behavioral expectations, students will have the opportunity to learn about graduation requirements, school spirit, sports teams, and clubs. The mission of the Palisades Charter High School's Dolphin Leadership Academy is to teach students techniques in decision-making and team building that will promote a successful freshman orientation and freshman year.



DLA Program Information

The three-week program focused on leadership skills, while emphasizing social-emotional learning to build a sense of belonging and connectedness to the PCHS community, and with one another. Students engaged in lessons in leadership skills, basic soft skills, study skills, PCHS campus information and personnel, art, speaking, acting, summer reading assignments, digital citizenship, and PCHS technology tools. The program hosted Friday Fun Days where students hiked up Temescal, played on the baseball field, and socialized by the pool. The program took place on July 17 and ended August 4. The school day started at 9 am and ended at 2 pm. Daily nutrition and lunch was provided at no cost.

This year, 122 students participated and successfully completed the DLA summer bridge program and received certificates.

Students who were able to finish all three weeks and earned a grade and five credits of Study Skills elective credit.

Number of Students	Grade Earned
72	A
16	В
3	С

- 31 students received certificates of completion.
- 4-5 Dolphin Leadership/Link Crew members participated in the program, providing peer mentorship.
- 3 teachers and one classified staff member supported students in class rotations.
- 1 coordinator administrated the program.

PCHS Summer School

- June 20-July 20, 2023
- Acellus Online Platform with teachers supplementing some courses
- Enrollees 650
- Enrollees with 2 classes 540
- Courses Passed 1120 out of 1190 with a one-week extension
- Courses Offered:

Algebra 1A and 1B

Algebra 2A and 2B

Geometry A and B



Global Science A and B with additional labs Chemistry A and B with additional labs Biology A and B with additional labs US History A and B World History A and B Government Economics Spanish 1A and B with spoken assignments Spanish 2A and B with Spoken assignments English 9A and 9B English 10A and 10B English 11A and 11B English 12A and 12B Music Appreciation VPA credit A and B Psychology A and B College and Career Tech Elective A and B Information Management Computer Elective A and B

Summer Training and Projects

In addition to Dolphin Leadership Academy and Summer School, PCHS teachers and leadership participated in a variety of training and support opportunities during the break including:

- FEMA safety training, technology training, AP workshops, and curriculum development;
- Interview panels;
- Academic Achievement Team members and Human Resources supporting Pali's new teachers and staff;
- UTLA Bargaining Team members met throughout the summer with the PCHS Management Team, and
- Math department members participating in Culturally Responsive Pedagogy articulation and training with Paul Revere Middle School math teachers.

Parent Virtual Orientation - August 9, 2023

Presentation recording, slides, and materials are posted on ParentSquare.

9th grade/New Student Orientation – On campus August 10, 2023

PCHS welcomed rising 9th graders and students new to the school. Specially trained student Link Crew Leaders were on hand to lead activities and tours. Students learned about school provided services and procedures. School photos for the yearbook and ID cards were also taken.

Back to School Professional Development August 14 and August 15, 2023

The PCHS focus for the opening of the new school year is **Resetting Campus Culture with an Emphasis on Accountability**. Making positive change will require a campus-wide effort and active engagement.



Presenters:

Dr. Terrence Roberts with MOT facilitators and Dr. Diana Winston

Terrence James Roberts is one of the Little Rock Nine, a group of African-American students who, in 1957, were the first black students ever to attend classes at Little Rock Central High School in Little Rock, Arkansas. In 1999, he and the other people of the Little Rock Nine were awarded the Congressional Gold Medal by President Bill Clinton.

Poharts published his memoir Lassons from Little Rock in 2009, A second book Simple Not

Roberts published his memoir <u>Lessons from Little Rock</u> in 2009. A second book, Simple, <u>Not Easy</u>, was published in 2010. He consults on equitable practices in education, industry and business.

Dr. Diana Winston, UCLA professor – Mindfulness

For twenty years Dr. Winston has been teaching, writing, speaking, and consulting on mindfulness for personal development and building healthy and thriving institutions. Through her teaching at UCLA, she has supported thousands of individuals in reducing stress, regulating emotions, cultivating attention, and accessing profound well-being through the practice of mindfulness. She also actively advises organizations from diverse sectors, from healthcare to education to the workplace and more, as they integrate mindfulness.

Points of Pride!

- 98%+ Graduation Rate
- 99% Testing Participation
- Expanded CTE pathways bring increased CTE funds
- Close to 100% staff participation in spring Museum of Tolerance experience

2023-2024 Focal Points

- 1:1 laptop implementation
- Pod Power of Two expansion
- WASC Accreditation
- Increased schoolwide accountability
- Schoolwide equitable grading practices

New Technology Implementation

-1:1 Laptops

PCHS has launched the 1:1 laptop program with all students receiving a school issued laptop during the first two weeks of the new semester. Laptops and textbooks are distributed through English classes. The same laptop will remain with each student throughout their enrollment at PCHS. The laptop program supports our culture reset initiative by providing all students access to instructional materials and tools, improving tech security, curbing cheating through better monitoring tools, and reducing testing time thus increasing instructional time.

Information about the laptop program is sent to parents via ParentSquare as students are issued devices.



Additional important information about the 1:1 laptop program:

- PCHS already owns devices for half the students.
- The school is using restricted one-time Covid relief funds to purchase devices for the other 50% of devices at a cost of approximately \$1 million.
- An additional \$300k has been set aside in the 2023-24 budget to be allocated towards the replacement of 25% of total devices in the 2025-26 school year.
- Multiple products and vendors were considered and ultimately, the school went with the Lenovo devices because they offered the most functionality and features for school use. The selected lowest-priced provider is also a vendor that Pali has successfully worked with in the past.
- There is also over \$1 million in the 2023-24 budget for wireless network upgrades to improve wireless access and help support the new program.
- The Technology Department and administration have been advocating for 1:1 student devices for several years, and we are now in the financial position to responsibly fund the program.
- Students (particularly those who have not worked in Windows) will receive training at the start of the school year and teachers will be aware that it may take a few weeks to get everyone on the same page. Students will still be able to access Schoology and Infinite Campus and to do their work on their personally owned devices at home, but the plan is to have everyone on uniform school-issued devices in the classroom.
- Students may use their other devices before and after school as well as during nutrition and lunch. Each teacher will determine which out of classroom assignments require completion on a school issued device.

-GoGuardian

The PCHS **laptop program** incorporates a variety of other digital tools selected to increase classroom focus on instruction and minimize loss of instructional time due to inconsistent tech tools, outside distractions, and increasing mandatory assessments. The laptops are equipped with **GoGuardian**, a tool that allows teachers to manage digital resources by class or individual. GoGuardian helps teachers create engaging, personalized learning environments with guardrails for digital exploration. Students and parents will receive more information about GoGuardian and other digital tools throughout the laptop distribution process.

- **-eHallpass** replaces paper slips and clipboards. PCHS made this change to increase campus safety and disruptions to the learning environment. **Physical student ID cards** are required this year, so please check-in with your child about always having this year's ID card with them on campus in addition to their fully charged school issued laptop.
- **-ParentSquare** is the new official platform for school communication with parents and school staff. The system streamlines communication from the school, which has been a frequent request from members of the school community. PCHS has scheduled a staggered roll out of new



features over the next two months with attendance office verification and communication launching after Labor Day.

Go to the PCHS Website (<u>www.palihigh.org</u>) to read more about <u>New Technology Hardware</u> and Tools at Palisades Charter High

ParentSquare Introduction

Laptop Program: Rationale

Upcoming Events:

Pali Period Lesson Wednesday, August 23

- Introduction to Pali culture and behavior expectations
- Purpose of the Pali Period
- School Pillars (Positivity, Aspiration, Learning, Integrity)
- Student Bill of Rights and Responsibilities
- Three C's How to report a concern
- Anti-Hate Pledge
- School Expectations Student Handbook Attendance, Dress Code, School Laptops, Academic Integrity, eHallpass

New Parent Welcome Breakfast Saturday, August 26

- 9:30–11:00am in the outside cafeteria.
- New parents will have an opportunity to meet the Pali Admin team and ask any questions they may have after the first week of school.
- RSVP on ParentSquare

Coversheet

Attendance/Admissions Administrator Update

Section: V. Academic Excellence

Item: A. Attendance/Admissions Administrator Update

Purpose: FY

Submitted by:

Related Material: AP Admissions and Attendance.pdf

CLASS TITLE: DIRECTOR/ASSISTANT PRINCIPAL - Admissions, Attendance, and Compliance

BASIC FUNCTION:

Under the direction of the Executive Director/Principal, the Director/Assistant Principal of Admissions, Attendance, and Compliance works collaboratively with the principal in promoting schoolwide leadership and promoting success for all students. The Director/Assistant Principal plans, organizes, controls and directs the programs, activities, and operations of Admissions, Attendance and Compliance Programs.

REPRESENTATIVE DUTIES:

Plan, organize, and direct the programs, activities, and operations of the Admissions, Attendance, and Compliance Department and manage attendance intervention programs for the school including Student Attendance Review Team (SART); responsible for attendance procedures, including direct activities to ensure compliance with established policies, procedures, rules, and regulations; and attendance projections

Serves as the primary contact between Homeless and/or Foster youth students, families, school staff, LEA personnel, shelter workers, and other service providers

Coordinate the programs, activities and compliance of the Health Office; promote health services and education for students and families. Direct activities to ensure compliance with established policies, procedures, rules, and regulations

Coordinate and lead the WASC accreditation and Charter Renewal processes

Plan, conduct, and direct student and family orientations; support new and returning students; provide technical support, information, and assistance regarding attendance reporting and enrollment; assist in the formulation and development of policies, procedures, and programs to aide in the transition to high school

Plan, conduct, and direct student outreach, recruitment and transition; organize student recruitment fairs, prospective new family presentations and tours

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned Attendance, Admissions, and Compliance Office activities and personnel; direct preparation of attendance reports and related data for reimbursement of funds

Prepare presentations and conduct faculty and other staff meetings utilizing technology

Supervise and evaluate the performance of assigned staff; interview and select employees and recommend reassignment, termination, and disciplinary actions; supervise and evaluate the

Admissions, Attendance, and Compliance Office; supervise and evaluate assigned academic departments

Plan, organize, and provide input to PCHS academic budget planning to ensure that budget priorities (LCAP) are addressed; maintain, oversee, and submit budgets for related departments

Assure compliance with applicable laws and regulations; maintain programs to comply with State and federal laws, programs and LAUSD charter oversight

Oversee accountability for CalPads and CBEDS, including use of SIS computer system

Evaluate selected programs, facilities, curriculum, learning activities, materials, supplies, and teaching practices within assigned departments; approve supplies, materials, and texts used in programs

Communicate with counseling department, administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; communicate and maintain contact with parents, districts and community agencies

Develop and prepare annual preliminary budgets for the Admissions, Attendance and Compliance Office and assigned academic departments, including all relevant subdivisions; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations

Attend and conduct a variety of meetings as assigned; serve on assigned committees; serve as a representative at local and State meetings, conferences, and workshops

This an exempt position, which requires attendance at evening and weekend meetings and events throughout the year

Perform related duties as assigned

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Planning, organization and direction of the Admissions, Attendance, and Compliance Department, assigned departments, and all relevant subdivisions
- Applicable laws, codes, regulations, policies, and procedures related to Education in general and other assigned areas.
- Due process in terms of student/parent/teacher conflict resolution
- Policies, goals, and objectives of the Admissions, Attendance, and Compliance Department program
- Budget preparation and control

- Oral and written communication skills
- Principles and practices of administration, supervision, and training
- Interpersonal skills using tact, patience, and courtesy
- Operation of a computer and assigned software
- Understand and use methods of collecting and organizing data and information

ABILITY TO:

- Plan, organize, and direct the programs, activities, and operations of the Admissions,
 Attendance, and Compliance Department
- Assure compliance with applicable laws and regulations
- Assure fiscal stability of the Admissions, Attendance, and Compliance Department programs and all relevant subdivisions
- Provide instructional leadership
- Train and evaluate the performance of assigned certificated and classified staff
- Communicate effectively both orally and in writing
- Interpret, apply, and explain rules, regulations, policies, and procedures
- Establish and maintain cooperative and effective working relationships with others
- Operate a computer and assigned office equipment and software programs
- Analyze situations accurately and adopt an effective course of action
- Meet schedules and timelines
- Work independently with little direction
- Plan and organize work
- Prepare comprehensive narrative and statistical reports
- Direct the maintenance of a variety of reports and files related to assigned activities
- Maintain knowledge of current laws, regulations, and trends in the fields of Admissions, Attendance, and Compliance
- Provide opportunities for staff to develop and use skills in collaboration, leadership, and shared responsibility
- Promote equity, fairness, and respect among all students, staff and community members
- Attend and participate in student, staff, and school related functions
- Supervise students and spectators at athletic events and/or extra-curricular activities
- Create and support a positive and productive school climate for students, staff, parents, and community members
- Build a sense of teamwork, maintain high standards, demonstrate a positive attitude, and be relentless in the pursuit of excellence
- Demonstrate skills in decision-making, problem-solving, and conflict management
- Establish and maintain effective and cooperative relationships with management, other
 employees and persons contacted through the course of work; serve as part of the
 PCHS management team, maintaining effective and productive relationships with team
 members; take personal responsibility for decisions, actions and outcomes
- Maintain confidentiality
- Be visible on campus before, during, and after school
- Provide administrative oversight and supervision at IEP team meetings, as assigned

- Provide the first level of intervention in employee discipline
- Practice the proper professional use of email and other communications

EDUCATION AND EXPERIENCE:

LICENSES AND OTHER REQUIREMENTS:

Valid California Administrative Services Credential Valid California Driver's License Valid Teaching Credential Master's Degree Required

EXPERIENCE:

Any combination equivalent to:

Master's Degree in Education or related field

Five years of increasing leadership experience, including three years of teaching or working with students, preferably at the high school level

Site leadership experience

Work history demonstrating dependability, reliability, excellent attendance, and positive evaluations

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment

PHYSICAL DEMANDS:

Sitting and standing for extended periods of time
Hearing and speaking to exchange information and make presentations
Dexterity of hands and fingers to operate a computer keyboard
Ability to read a variety of materials
Ability to lift and carry 30 pounds
Mobility

HAZARDS:

Contact with dissatisfied or abusive individuals

OTHER CONDITIONS OF CONTINUED EMPLOYMENT:

Emergency Conditions: Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisor or by law.

Coversheet

UTLA Tentative Agreement

Section: VII. UTLA Tentative Agreement Item: A. UTLA Tentative Agreement

Purpose: Vote

Submitted by:

Related Material: Tentative Agreement (2023 Successor Agreement) (Signed).pdf

TENTATIVE AGREEMENT

BETWEEN PALISADES CHARTER HIGH SCHOOL AND

UNITED TEACHERS LOS ANGELES-PALISADES CHARTER HIGH SCHOOL

This Tentative Agreement is executed by and between Palisades Charter High School ("PCHS") and United Teachers Los Angeles—Palisades Charter High School ("UTLA") (collectively "the parties"), subject to the ratification process.

The parties have agreed to a three-year collective bargaining agreement ("Agreement"), July 1, 2023 through June 30, 2026, with one potential, limited reopener provision for the second and third year of the Agreement.

The parties agree as follows:

1) Salaries and Stipends

- A) Effective July 1, 2023, PCHS shall increase all certificated salary tables by 7.0%.
- B) Effective July 1, 2024, PCHS shall increase all certificated salary tables by the following percentages based on the funded percentage increase to the LCFF base grant in the adopted 2024-2025 budget:

% Increase to LCFF Base Grant	Increase to Certificated Salary Tables
0 - 0.99%	0%
1.0 - 1.49%	0.5%
1.5 – 1.99%	1.0%
2.0% or above	1.0% less than % increase to LCFF base grant

C) Effective July 1, 2025:

- (1) If the percentage increase to the LCFF base grant in 2024-2025 resulted in a 0% increase to the certificated salary tables in accordance with subsection (B), above, PCHS shall increase all certificated salary tables by a percentage equal to 1% less than the funded percentage increase to the LCFF base grant in the adopted 2025-2026 budget; or
- (2) If the percentage increase to the LCFF base grant in 2024-2025 resulted in a 0.5%, or above increase to the certificated salary tables in accordance with subsection (B), above, the chart in subsection (B), above, will apply and determine the increase to the certificated salary tables.
- D) The salary increase formulas in Section 2(C) will not result in a decrease in salary from the previous year.

E) In the event that PCHS receives additional state or federal funds that are unanticipated and are therefore not reflected in the Board-adopted budgets for 2024-2025 and 2025-26, and the funds can lawfully be expended on employee compensation (e.g. no supplement not supplant restrictions), reopener negotiations may be initiated at the request of either party. The subject of such negotiations shall be limited to off-schedule bonus payments.

2) Work Year and Separate Salary Schedule Agreements

- A) The work year for bargaining unit members other than Counselors, Social Workers, Nurses, and Psychologists, shall be 180 days, with 175 student instructional days. Non-student work days shall be the two (2) days before the start of the fall semester, the day before the start of the spring semester, and the last day of each semester. This provision reflects the status quo regarding the work year for bargaining unit members other than Counselors, Social Workers, Nurses, and Psychologists.
- B) The Counselor work year is 195 days, and the salary schedule for Counselors is attached as **Exhibit A**. A typical work year for Counselors includes eight (8) work days before the first work day for teachers, and seven (7) work days following the last work day for teachers.
- C) The Psychologist work year is 190 days, and the salary schedule for Psychologists is attached as **Exhibit B**. A typical work year for Psychologists includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- D) The Nurse work year is 200 days, and the salary schedule for Nurses is attached as **Exhibit C**. A typical work year for Nurses includes fifteen (15) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- E) The Social Worker work year is 190 days, and the salary schedule for Social Workers is attached as **Exhibit D**. A typical Social Worker work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- F) The parties agree on a separate NBC teacher salary schedule that reflects the automatic, additional 7.5% of salary, attached as **Exhibit E** (schedules for NBC +BA and NBC +MA). The optional, additional compensation available for NBC teachers is not included on the separate NBC teacher salary schedule, but will continue to be available to NBC teachers.

3) Agreement Articles and a "Pali-Only" Agreement

A) During negotiations the parties agreed that any article of the Agreement that was "sunshined" by either party for substantive amendments during this round of

negotiations would be finalized for a "Pali-Only" Agreement. This process resulted in the following complete articles for the "Pali-Only" Agreement:

- (1) Article I of the Agreement (Recognition), is attached as **Exhibit F**.
- (2) Article IV of the Agreement (UTLA-PCHS Rights), is attached as **Exhibit** G.
- (3) Article IX of the Agreement (Hours, Duties, and Work Year), is attached as **Exhibit H**.
- (4) Article X of the Agreement (Evaluation), is attached as **Exhibit I**. The parties also agree that an Evaluation Handbook will be developed, with the content approved by both parties, as a guide for unit members and administrators engaging in the evaluation process.
- (5) Article XI of the Agreement (Personnel Files and Discipline), is attached as **Exhibit J**.
- (6) Article XII of the Agreement (Assignments), is attached as **Exhibit K**.
- (7) Article XIV of the Agreement (Leaves), is attached as **Exhibit L**.
- (8) Article XVII of the Agreement (Professional Development), is attached as **Exhibit M**.
- (9) Article XVIII of the Agreement (Class Size), is attached as **Exhibit N**.
- (10) Article XIX of the Agreement (Summer School), is attached as **Exhibit O**.
- (11) Article XXV of the Agreement (Term and Recognition), is attached as **Exhibit P**.
- B) The parties agree that any articles not identified in subsection 3(A), above, will be finalized and approved for publication of a "Pali-Only" agreement, making non-substantive amendments and eliminating LAUSD language not applicable to the parties, before September 1, 2023.

4) Pali Period Schedule

The parties agree to implement the Pali Period Schedule attached as **Exhibit Q**.

5) Virtual Academy Side Letter

The parties agree to a new Virtual Academy Side Letter, attached as **Exhibit R**.

6) <u>Completion of Negotiations</u>

Except as provided in subsection 1(E), above, and the completion of a "Pali-Only" agreement as specified in subsection 3(B), above, this Tentative Agreement closes bargaining for the 2023-2024 school year, the 2024-2025 school year, and the 2025-2026 school year.

Negotiations on a successor agreement will commence in accordance with Article XXV of the collective bargaining agreement, in the spring of 2026.

AUTHORIZED SIGNATURES:

Date: August <u>15</u>, 2023

UTLA Representative

Date: August <u>16</u>, 2023

PCHS Representative

EXHIBIT A

		2023 - 2024	Co	unselor	r Salary	Table									219	days								
															6000	Stipe	end							
		YEARS/ UNITS		1	2	3	4	5		6	7	,	8		9		10	11		1:	2	13		
22-2023	20	BA	\$	63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 6	5,603	\$ 6	68,139	\$ 69,075	\$	72,165	\$	74,241		,					
23-2024	20	BA - 2023-2024	\$	74,690	\$ 74,776	\$ 75,508	\$ 76,240	\$ 76,325	\$ 7	6,427	\$ 7	79,149	\$ 80,154	\$	83,472	\$	85,700							
23-2024	20	7.00%	\$	79,499	\$ 79,590	\$ 80,373	\$ 81,157	\$ 81,248	\$ 8	1,357	\$ 8	34,270	\$ 85,344	\$	88,895	\$	91,279							
2-2023	21	BA + 14	\$	64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603	\$ 6	8,139	\$ 6	69,075	\$ 72,165	\$	74,241	\$	76,714							
3-2024	21	BA - 2023-2024	\$	74,776	\$ 75,508	\$ 76,240	\$ 76,325	\$ 76,427	\$ 7	9,149	\$ 8	30,154	\$ 83,472	\$	85,700	\$	88,354							
3-2024	21	7.00%	\$	79,590	\$ 80,373	\$ 81,157	\$ 81,248	\$ 81,357	\$ 8	4,270	\$ 8	35,344	\$ 88,895	\$	91,279	\$	94,119							
2-2023	22	BA + 28	\$	64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$ 7	0,484	\$ 7	72,862	\$ 74,970	\$	77,141	\$	80,692							
3-2024	22	BA - 2023-2024	\$,	\$ 75,593	\$ 76,325		\$				34,219	86,483		88,813		92,625							
23-2024	22	7.00%	\$	-	\$ 80,464	\$ 81,248		\$ 83,924	\$ 8	6,963		,	 92,117	\$	94,610	\$	98,689							
22-2023	23	BA + 42	\$		\$ 65,508		\$ 67,838	\$ 		2,910		75,699	\$ 77,887		80,153		84,971							
23-2024	23	BA - 2023-2024	\$,	\$ 76,325	\$ 76,427		\$ - ,		-			\$ 89,614		92,046		97,219							
23-2024	23	7.00%	\$			\$ 81,357		\$ 		9,750	•	,	\$ 95,467		98,069		103,605							
2-2023	24	BA + 56	\$,	\$ 65,603	\$ 67,838		\$ 72,910				-,	\$ 80,930		83,688	\$	89,125							
23-2024	24	BA - 2023-2024	\$		\$ 76,427	\$ 78,826		\$		7,317		-, -	92,880			\$	101,678							
23-2024	24	7.00%	\$	-	\$ 81,357	\$ 83,924		\$ 		3,009	•	96,359	 98,962		. ,	\$	108,376							
22-2023	25	BA + 70	\$		\$ 67,838	\$ 69,788		\$ 		-,	-	31,722	 84,242		- ,	\$	93,341							
3-2024	25	BA - 2023-2024		,	\$ 78,826	\$ 80,919	\$ 85,207	\$,		1,502	-	, .	\$ 96,437		99,958	\$	106,204							
3-2024	25	7.00%	\$		\$ 83,924	\$ 86,164		\$ 94,046		7,487	•	99,872	\$ 102,767		106,535	\$	113,218							
2-2023	26	BA + 84	\$,	\$ 70,120	\$ 72,165	* -, -	\$ -, -		,		,	\$ 87,872		- ,	\$	97,477							
3-2024	26	BA - 2023-2024	\$		\$ 81,276	\$ 83,472	\$ 88,371	\$ 		4,922		,	\$ 100,334			\$	110,645							
23-2024	26	7.00%	\$	-	\$ 86,546	\$ 88,895	, .	\$ -		1,147		,	\$ 106,937		110,942	•	117,970							
2-2023	27	BA + 98	\$,	\$ 72,894	\$ 75,001		\$ 		6,144	-	-	\$ 91,549		95,179		101,788				02,708		,183	
23-2024	27	BA - 2023-2024	\$,	\$ 84,254		. ,	\$ 		8,479	-	-	\$ - , -	\$		\$	115,272				-, '		,770	
23-2024	27	7.00%	\$	86,017	\$ 89,732	\$ 92,152	\$ 97,670	\$ 101,238	\$ 10	4,952	\$ 10	7,337	\$ 111,160	\$	115,330	\$	122,921	\$ 123	,467	i 12	23,978	3 124	,524	\$ 12
												ſ	2021-22	Card	eer Increm	onts			\neg					
											YEA	RS	15-19		20-24		25-29	30-						
												İ	1st CI		2nd Cl	:	3rd CI	4th	cı					
	Notes								2022	2-2023		ľ	\$ 105,357	\$	107,102	\$	108,848		,340					
Ī	BA = Base Pay								2023	3-2024	В	Α	\$ 113,103	\$	114,978	\$	116,852	\$ 120	,601					
	-	alary + \$6,000 (counselor stipend)							2023	3-2024	BA - 202	23-2024	\$ 119,103	\$	120,978	\$	122,852	\$ 126	,601					
		9 days (195 duty days)							2023	3-2024	7.0	0%	\$ 127,021	\$	129.026	¢	131.032		,043					

	Ī	YEARS/ UNITS		1	2	3	4	ı	5	1	6	7	,		8		9		0	11	12		13	14
2023	20	BA	\$	63,986	\$ 64,065	\$ 64,747	•	\$	65,508		55,603			\$	69,075	¢	72,165		74,241	11	12		13	14
024	20	BA - 2023-2024			\$ 74,776	\$ 75,508	\$ 76,240	\$	76,325	_	6,427		79,149	\$	80,154		83,472		85,700					-
024	20	7.00%	\$	- 1			\$ 81,157				31,357		84,270		85,344		88,895		91,279					T
024	20	M	-		\$ 81,590	\$ 82,373	\$ 83,157	\$	83,248				86,270		87,344		90,895		93,279					
)23	21	BA + 14	\$	-	\$ 64,747	\$ 65,429	\$ 65,508	\$	65,603		88,139		69,075	\$	72,165	-	74,241		76,714					
)24	21	BA - 2023-2024			\$ 75,508			\$			9,149		80,154	-	83,472	_	85,700		88,354					-
124	21	7.00%	\$				\$ 81,248				34,270		85,344		88,895		91,279		94,119					
24	21	M	Ś		\$ 82,373	\$ 83,157	\$ 83,248	\$	83,357	_	6,270		87,344	Ś	90,895		93,279		96,119					
23	22	BA + 28	\$	-	\$ 64,826	\$ 65,508	\$ 65,603	\$	67,838		0,484	-	72,862	\$	74,970	-	77,141		80,692					
124	22	BA - 2023-2024			\$ 75,593	\$ 76,325			78,826	_	31,667		84,219		86,483		88,813		92,625					
24	22	7.00%					\$ 81,357				6,963		89,694		92,117		94,610		98,689					
24	22	M			-	\$ 83,248	\$ 83,357	Ś	85,924				91,694	Ś	94,117		96,610		00,689					
23	23	BA + 42		-	\$ 65,508	\$ 65,603	\$ 67,838	\$	70,167		2,910	•	75,699	\$		\$	80,153		84,971					
24	23	BA - 2023-2024				\$ 76,427		\$	81,326		34,271		87,265	\$	89,614		92,046		97,219					_
24	23	7.00%	\$				\$ 83,924	\$	86,599		9,750		92,954		95,467		98,069		03,605					
24	23	М	Ś		\$ 83,248	\$ 83,357	\$ 85,924	\$	88,599		1,750		94,954	Ś	97,467		100,069		05,605					
23	24	BA + 56	\$	-	\$ 65,603	\$ 67,838	\$ 70,167	\$	72,910		5,747	-	78,664	\$	-	\$	83,688		89,125					
24	24	BA - 2023-2024			\$ 76,427	\$ 78,826		\$	84,271		37,317	•	90,448	\$	92,880	_	95,841		01,678					-
24	24	7.00%			\$ 81,357			\$			3,009		96,359	\$			102,130		08,376					
24	24	М	\$	83,248	\$ 83,357	\$ 85,924	\$ 88,599	\$	91,750	\$ 9	5,009	\$ 9	98,359	\$	100,962	\$	104,130	\$ 1:	10,376					
23	25	BA + 70	\$	65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$	76,650		9,646	\$ 8	81,722	\$	84,242	\$	87,523	\$ 9	93,341					
24	25	BA - 2023-2024	\$	76,427	\$ 78,826	\$ 80,919		\$	88,286		01,502	\$ 9	93,731	\$	96,437	\$	99,958	\$ 10	06,204					
24	25	7.00%	\$	81,357	\$ 83,924	\$ 86,164	\$ 90,751	\$	94,046	\$ 9	7,487	\$ 9	99,872	\$	102,767	\$	106,535	\$ 1°	13,218					
24	25	М	\$	83,357	\$ 85,924	\$ 88,164	\$ 92,751	\$	96,046	\$ 9	9,487	\$ 10	01,872	\$	104,767	\$	108,535	\$ 1:	15,218					
023	26	BA + 84	\$	68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$	79,710			\$ 8	84,908	\$	87,872	\$	91,359	\$!	97,477					
124	26	BA - 2023-2024	\$	79,149	\$ 81,276	\$ 83,472	\$ 88,371	\$	91,571	\$ 9	94,922	\$ 9	97,151	\$	100,334	\$	104,077	\$ 1°	10,645					
24	26	7.00%	\$	84,270	\$ 86,546	\$ 88,895	\$ 94,137	\$	97,561	\$ 10	1,147	\$ 10	03,531	\$	106,937	\$	110,942	\$ 1°	17,970					
024	26	М	\$	86,270	\$ 88,546	\$ 90,895	\$ 96,137	\$	99,561	\$ 10	3,147	\$ 10	05,531	\$	108,937	\$	112,942	\$ 1:	19,970					
023	27	BA + 98	\$	69,661	\$ 72,894	\$ 75,001		\$	82,911	\$ 8	86,144	\$ 8	88,221	\$		\$	95,179	\$ 10	01,788	\$ 102,263	\$ 102,7	708 \$	103,183	\$ 10
024	27	BA - 2023-2024	\$	80,783	\$ 84,254	\$ 86,516	\$ 91,672	\$	95,007	\$ 9	8,479	\$ 10	00,707	\$	104,281	\$	108,177	\$ 1°	15,272	\$ 115,783	\$ 116,2	260 \$	116,770	\$ 11
024	27	7.00%	\$	86,017	\$ 89,732	\$ 92,152	\$ 97,670	\$	101,238	\$ 10	4,952	\$ 10	07,337	\$	111,160	\$	115,330	\$ 1:	22,921	\$ 123,467	\$ 123,9	78 \$	124,524	\$ 12
024	27	М	\$	88,017	\$ 91,732	\$ 94,152	\$ 99,670	\$	103,238	\$ 10	6,952	\$ 10	09,337	\$	113,160	\$	117,330	\$ 13	24,921	\$ 125,467	\$ 125,9	978 \$	126,524	\$ 12
	М			+ MA	\$ 2,000																			
												YEA	ARS		2021-22 (15-19 Ist Cl	2	er Incremei 20-24 Ind Cl	25	-29 1 Cl	30+ 4th Cl				
Note	es										2-2023			\$	105,357	\$	107,102	\$ 1	08,848	\$ 112,340				
BA = I	Base Pay										3-2024	В		\$	113,103	\$	114,978	\$ 1	16,852	\$ 120,601				
BA - 2	2023-24 = Base Sal	lary + \$6,000 (counselor stipend)								2023	3-2024	BA - 202	23-2024	\$	119,103	\$	120,978	\$ 1	22,852	\$ 126,601				
		days (195 duty days)								202	3-2024	7.00	00/	d.	127,021	rh.	129,026	1	31,032	\$ 135,043				

		2023 - 2024	l Co	unselor	Salary	Table +	DR								219	days								
		YEARS/ UNITS	1	1	2	3	4		5	6		7		8		9		10	11		12	13	1	14
2022-2023	20	BA	\$			\$ 64,747	•	\$	65,508	\$ 65,603	\$		\$	69,075	\$	72,165	\$	74,241	- ''		12	13		14
2023-2024	20	BA - 2023-2024	•		\$ 74,776		\$ 76,240		76,325	\$ 76,427		79,149		80,154		83,472		85,700						
2023-2024	20	7.00%	\$	-	\$ 79,590		\$ 81,157		81,248	\$ 81,357		84,270	_	85,344		88,895		91,279						
2023-2024	20	D	\$	82,499	\$ 82,590	\$ 83,373	\$ 84,157	\$	84,248	\$ 84,357	\$	87,270	\$	88,344	\$	91,895	\$	94,279						
2022-2023	21	BA + 14	\$	64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$	65,603	\$ 68,139	\$	69,075	\$	72,165	\$	74,241	\$	76,714						
2023-2024	21	BA - 2023-2024	\$		\$ 75,508		-	\$	76,427	\$ 79,149	_	80,154			\$	85,700		88,354						
2023-2024	21	7.00%	\$			\$ 81,157		\$	81,357	\$ 84,270		85,344		88,895			\$	94,119						
2023-2024	21	D	\$		\$ 83,373		\$ 84,248	\$		\$ 87,270	_	88,344			\$	94,279		97,119						
2022-2023	22	BA + 28	\$		\$ 64,826	\$ 65,508	\$ 65,603	\$	67,838	\$ 70,484	_	72,862	\$		\$	77,141		80,692						
2023-2024	22	BA - 2023-2024			\$ 75,593		\$ 76,427		78,826	\$ 81,667		84,219		86,483		88,813		92,625						
2023-2024	22	7.00%	\$		\$ 80,464		\$ 81,357		83,924	\$ 86,963	-	89,694		92,117		94,610		98,689						
2023-2024	22	D	\$		\$ 83,464		\$ 84,357	\$	86,924	\$ 89,963	_	92,694	\$	-	\$	97,610		101,689						
2022-2023	23	BA + 42	\$		\$ 65,508	\$ 65,603	\$ 67,838	\$	70,167	\$ 72,910		75,699	\$	77,887		80,153		84,971						
2023-2024	23	BA - 2023-2024	_		\$ 76,325	\$ 76,427	\$ 78,826	\$	81,326	\$ 84,271	_	87,265			\$		\$	97,219						
2023-2024	23	7.00%	\$		\$ 81,248		\$ 83,924	\$	86,599	\$ 89,750	_	92,954		95,467		98,069		103,605						
2023-2024	23	D					\$ 86,924	\$	89,599	\$ 92,750	_		\$	•	\$,	\$	106,605						
2022-2023	24	BA + 56	\$		\$ 65,603		\$ 70,167	\$	72,910	\$ 75,747		78,664	\$		\$		\$	89,125						
2023-2024	24	BA - 2023-2024			\$ 76,427	\$ 78,826		\$	84,271	\$ 87,317	_	90,448			\$	95,841		101,678						
2023-2024	24	7.00%	\$		\$ 81,357	\$ 83,924	\$ 86,599	\$	89,750	\$ 93,009	_	96,359		98,962		102,130		108,376						
2023-2024	24	D	\$			\$ 86,924	-	\$		\$ 96,009		99,359	-		\$	105,130		111,376						
2022-2023	25	BA + 70	\$		\$ 67,838	\$ 69,788	\$ 73,782	\$	76,650	\$ 79,646	_	81,722	\$		\$		\$	93,341						
2023-2024	25	BA - 2023-2024	_		\$ 78,826	\$ 80,919		\$	88,286	\$ 91,502		93,731			\$	99,958		106,204						
2023-2024	25	7.00%	\$		\$ 83,924		\$ 90,751		94,046	\$ 97,487	_	99,872		102,767		106,535		113,218						
2023-2024	25	D	\$			\$ 89,164		\$		\$ 100,487	_	102,872	\$	-	\$	109,535	_	116,218						
2022-2023	26	BA + 84	\$		\$ 70,120		\$ 76,729	\$	79,710	\$ 82,832	_	84,908	_		\$	91,359		97,477						
2023-2024	26	BA - 2023-2024					\$ 88,371		91,571	\$ 94,922	_	97,151		100,334		104,077		110,645						
2023-2024	26	7.00%	\$		\$ 86,546	\$ 88,895	\$ 94,137		97,561	\$ 101,147	_	103,531			\$	- /-	\$	117,970						
2023-2024	26	D	\$,	\$ 89,546	<u> </u>	\$ 97,137	<u> </u>	100,561	\$ 104,147	_	106,531	\$	•	\$	-	\$	120,970	A 400.0		A 100 700	^ 10		A 100 011
2022-2023	27	BA + 98	\$		\$ 72,894	\$ 75,001	\$ 79,805	\$	82,911	\$ 86,144	_	88,221	\$		\$		\$	101,788	\$ 102,2	_	\$ 102,708			\$ 103,611
2023-2024	27	BA - 2023-2024	_		\$ 84,254		\$ 91,672		95,007	\$ 98,479	_	100,707			\$	108,177		115,272	\$ 115,7		\$ 116,260			\$ 117,229
2023-2024 2023-2024	27 27	7.00% D	\$	86,017 89,017	\$ 89,732 \$ 92,732	\$ 92,152 \$ 95,152	\$ 97,670 #######	1		\$ 104,952 \$ 107,952	1	107,337 110,337	\$		\$		\$	122,921 125,921	\$ 123,4 \$ 126,4		\$ 123,978 \$ 126,978			\$ 125,015 \$ 128,015
2023-2024	21		7			7 73,132	***************************************	7	104,230	Ų 107,55Z	7	110,337	Y	114,100	Y	110,330	7	123,321	7 120,	107	7 120,570	7 12	,324	7 120,013
	D			+ DR	\$ 3,000																			
														2021-22	Car	eer Increme	ents	;						
												YEARS		15-19		20-24		25-29	30+					
														1st CI		2nd CI		3rd CI	4th C	1				
	Notes									2022-2023	1		\$	105,357	\$	107,102	\$	108,848	\$ 112,	-				
	BA = Base Pav									2023-2024		BA	\$	113,103	\$	114,978	\$	116,852	\$ 120,6	_				
		Salary + \$6,000 (counselor stipend	1							2023-2024	ВА	- 2023-2024	\$	119,103	\$	120,978	\$	122,852	\$ 126,0					
			,							2023-2024		7.00%	\$	127,021	\$	129,026	\$	131,032	\$ 135,0					
	Days/School Year : 21	19 days (195 duty days)								2020 2024		+ DR	\$	130,021	\$	132,026	\$	134,032	\$ 138,0					
	<u> </u>											+ 08	Ψ	130,021	Ψ	192,020	Ψ	134,032	ψ 130,I	してし				

EXHIBIT B

2023-2024 Special Services Salary Table

214 days

2022-2023 2023-2024

2023-2024

(Psychologis	t, So	cial Worke	er)								
YEARS/ UNITS		1		2	3	4	5	6	7	8	
	\$	85,946	\$	90,135	\$ 94,325	\$ 98,514	\$ 102,703	\$ 106,892	\$ 111,082	\$ 119,460	
7.00%	\$	91,962	\$	96,444	\$ 100,928	\$ 105,410	\$ 109,892	\$ 114,374	\$ 118,858	\$ 127,822	

Hours: 8 hours per day

DAYS/ School Year + 214 days (190 Duty Days):

EXHIBIT C

		2023-2024	cert	.incated	ı salary	rabie (2011001	ivui	(Se)						224	day	8							
															6000	Stip	end							
		YEARS/ UNITS		1	2	3	4		5	6		7	8		9		10	1	1		12	13		14
22-2023	20	BA	\$	63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$	65,508	\$ 65,603	\$	68,139	\$ 69,075	\$	72,165	\$	74,241				,			
23-2024	20	BA - 2023-2024	\$	76,259	\$ 76,346	\$ 77,095	\$ 77,844	\$	77,931	\$ 78,035	\$	80,820	\$ 81,847	\$	85,240	\$	87,520							
23-2024	20	7.00%	\$	81,177	\$ 81,270	\$ 82,071	\$ 82,873	\$	82,966	\$ 83,077	\$	86,057	\$ 87,156	\$	90,787	\$	93,226							
22-2023	21	BA + 14	\$	64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$	65,603	\$ 68,139	\$	69,075	\$ 72,165	\$	74,241	\$	76,714							
23-2024	21	BA - 2023-2024	\$	76,346	\$ 77,095	\$ 77,844	\$ 77,931	\$	78,035	\$ 80,820	\$	81,847	\$ 85,240	\$	87,520	\$	90,235							
23-2024	21	7.00%	\$	81,270	\$ 82,071	\$ 82,873	\$ 82,966	\$	83,077	\$ 86,057	\$	87,156	\$ 90,787	\$	93,226	\$	96,131							
22-2023	22	BA + 28	\$	64,747	\$ 64,826	\$ 65,508	\$ 65,603	\$	67,838	\$ 70,484	\$	72,862	\$ 74,970	\$	77,141	\$	80,692							
23-2024	22	BA - 2023-2024	\$	77,095	\$ 77,182	\$ 77,931	\$ 78,035	\$	80,489	\$ 83,394	\$	86,005	\$ 88,320	\$	90,704	\$	94,603							
23-2024	22	7.00%	\$	82,071	\$ 82,165	\$ 82,966	\$ 83,077	\$	85,703	\$ 88,812	\$	91,605	\$ 94,083	\$	96,633	\$	100,805							
22-2023	23	BA + 42	\$	64,826	\$ 65,508	\$ 65,603	\$ 67,838	\$	70,167	\$ 72,910	\$	75,699	\$ 77,887	\$	80,153	\$	84,971							
23-2024	23	BA - 2023-2024	\$	77,182	\$ 77,931	\$ 78,035	\$ 80,489	\$	83,046	\$ 86,058	\$	89,121	\$ 91,523	\$	94,011	\$	99,302							
23-2024	23	7.00%	\$	82,165	\$ 82,966	\$ 83,077	\$ 85,703	\$	88,439	\$ 91,662	\$	94,939	\$ 97,510	\$	100,171	\$	105,833							
22-2023	24	BA + 56	\$	65,508	\$ 65,603	\$ 67,838	\$ 70,167	\$	72,910	\$ 75,747	\$	78,664	\$ 80,930	\$	83,688	\$	89,125							
23-2024	24	BA - 2023-2024	\$	77,931	\$ 78,035	\$ 80,489	\$ 83,046	\$	86,058	\$ 89,173	\$	92,376	\$ 94,864	\$	97,892	\$	103,863							
23-2024	24	7.00%	\$	82,966	\$ 83,077	\$ 85,703	\$ 88,439	\$	91,662	\$ 94,996	\$	98,422	\$ 101,084	\$	104,325	\$	110,713							
22-2023	25	BA + 70	\$	65,603	\$ 67,838	\$ 69,788	\$ 73,782	\$	76,650	\$ 79,646	\$	81,722	\$ 84,242	\$	87,523	\$	93,341							
23-2024	25	BA - 2023-2024	\$	78,035	\$ 80,489	\$ 82,630	\$ 87,015	\$	90,165	\$ 93,454	\$	95,734	\$ 98,502	\$	102,103	\$	108,492							
23-2024	25	7.00%	\$	83,077	\$ 85,703	\$ 87,994	\$ 92,686	\$	96,056	\$ 99,576	\$	102,015	\$ 104,977	\$	108,831	\$	115,666							
22-2023	26	BA + 84	\$	68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$	79,710	\$ 82,832	\$	84,908	\$ 87,872	\$	91,359	\$	97,477							
23-2024	26	BA - 2023-2024	\$	80,820	\$ 82,995	\$ 85,240	\$ 90,252	\$	93,524	\$ 96,952	\$	99,232	\$ 102,487	\$	106,316	\$	113,034							
23-2024	26	7.00%	\$	86,057	\$ 88,385	\$ 90,787	\$ 96,149	\$	99,651	\$ 103,319	\$	105,758	\$ 109,242	\$	113,338	\$	120,526							
22-2023	27	BA + 98	\$	69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$	82,911	\$ 86,144	\$	88,221	\$ 91,549	\$	95,179	\$	101,788	\$ 102	2,263	\$	102,708	\$ 103,1	83	\$ 10
23-2024	27	BA - 2023-2024	\$	82,490	\$ 86,041	\$ 88,354	\$ 93,628	\$	97,039	\$ 100,590	\$	102,870	\$ 106,524	\$	110,510	\$	117,767	\$ 118	3,289	\$	118,777	\$ 119,2	99	\$ 11
23-2024	27	7.00%	\$	87,844	\$ 91,644	\$ 94,119	\$ 99,762	\$	103,412	\$ 107,211	\$	109,650	\$ 113,561	\$	117,826	\$	125,591	\$ 120	5,149	\$	126,671	\$ 127,2	30	\$ 12
													2021-22	Car	eer Increm	ents				ı				
							YEARS	15-19	Cui	20-24	CITE	25-29	30)+	l									
													1st Cl		2nd Cl		3rd Cl	4th		i				
	Notes									2022-2023			\$ 105,357	\$	107,102	\$	108,848		2,340	i				
	BA = Base Pay									2023-2024		ВА	\$ 115,686	\$	117,603	\$	119,520	\$ 12	3,354	1				
	BA - 2023-24 = Base 5	5alary * 224 days + \$6,000 stipend								2023-2024	ВА	- 2023-2024	\$ 121,686	\$	123,603	\$	125,520	\$ 12	9,354					
	Dave/School Year - 2	24 days (200 duty days)								2023-2024		7.00%	\$ 129,784	\$	131,835	\$	133,886	\$ 13	7,989					

		2023-2024	Cerl	incated	ı Saiai y	rable (3011001	NUI:	se) +	IVIA						224 da	•				
		VEADC:::::					,			•						000 St			r	1	
	l	YEARS/ UNITS		1	2	3	4		5	6	_	7		8	9		10	11	12	13	14
022-2023	20	BA	\$		\$ 64,065	\$ 64,747	\$ 65,429		65,508	\$ 65,603			-	69,075		65 \$	74,241				
023-2024	20	BA - 2023-2024			\$ 76,346	\$ 77,095	\$ 77,844		77,931	\$ 78,035						40 \$	87,520				
023-2024	20	7.00%	\$							\$ 83,077		86,057		87,156		87 \$					
023-2024	20	M	\$	-	\$ 83,270	\$ 84,071	\$ 84,873		-	\$ 85,077			-			87 \$	95,226				
022-2023	21	BA + 14	\$		\$ 64,747	\$ 65,429	\$ 65,508			\$ 68,139				72,165		41 \$	76,714				
023-2024	21	BA - 2023-2024				\$ 77,844	-			\$ 80,820		81,847		85,240		20 \$			1		
023-2024	21	7.00%	\$		-		\$ 82,966		-	\$ 86,057	_	87,156		90,787		26 \$	96,131				
023-2024	21	M	\$	•	\$ 84,071	\$ 84,873	\$ 84,966	•		\$ 88,057	_			92,787		26 \$					
022-2023	22	BA + 28	\$		\$ 64,826	\$ 65,508	\$ 65,603		67,838	\$ 70,484	\$	72,862		74,970		41 \$	80,692				
023-2024	22	BA - 2023-2024			\$ 77,182	\$ 77,931	\$ 78,035	_		\$ 83,394						04 \$					
023-2024	22	7.00%	\$	-			\$ 83,077		-	\$ 88,812		91,605		94,083		33 \$					
023-2024	22	M	\$	-		\$ 84,966	\$ 85,077			\$ 90,812		,		,		33 \$					
022-2023	23	BA + 42	\$		\$ 65,508	\$ 65,603	\$ 67,838		70,167	\$ 72,910		,		,		53 \$	84,971				
023-2024	23	BA - 2023-2024			\$ 77,931	\$ 78,035	\$ 80,489			\$ 86,058				91,523		11 \$			1		
023-2024	23	7.00%	\$			\$ 83,077	\$ 85,703			\$ 91,662	_	94,939		97,510		71 \$					
023-2024	23	M	\$		\$ 84,966	\$ 85,077	\$ 87,703		-	\$ 93,662	_	/	•	99,510	· ·	71 \$					
022-2023	24	BA + 56	\$		\$ 65,603	\$ 67,838	\$ 70,167		72,910	\$ 75,747	_		-	80,930	\$ 83,6		89,125				
023-2024	24	BA - 2023-2024				\$ 80,489	\$ 83,046		86,058	\$ 89,173		92,376				92 \$					
023-2024	24	7.00%	\$		-	\$ 85,703	-	_	-	\$ 94,996						25 \$					
023-2024	24	M	\$		\$ 85,077	\$ 87,703	\$ 90,439	-		\$ 96,996				03,084		25 \$					
022-2023	25	BA + 70	\$		\$ 67,838	\$ 69,788	\$ 73,782		-,	\$ 79,646			-			23 \$	93,341				
023-2024	25	BA - 2023-2024					\$ 87,015			\$ 93,454		95,734		98,502		03 \$					
023-2024	25	7.00%	\$	-			\$ 92,686			\$ 99,576		102,015		04,977		31 \$					
023-2024	25	M	\$	-	\$ 87,703	\$ 89,994	\$ 94,686		-	\$ 101,576				06,977	\$ 110,8						
022-2023	26	BA + 84	\$		\$ 70,120	\$ 72,165	\$ 76,729			\$ 82,832	_	84,908	_			59 \$	97,477				
023-2024 023-2024	26	BA - 2023-2024	\$		\$ 82,995	\$ 85,240	\$ 90,252 \$ 96,149		-	\$ 96,952		99,232 105,758		02,487 09,242		16 \$ 38 \$	113,034 120,526				
	26	7.00%	\$		-		-		-	\$ 103,319	_										
023-2024	26	M	•	•		\$ 92,787	\$ 98,149			\$ 105,319				11,242		38 \$		A 400 000	A 400 70		0 0 100
022-2023	27	BA + 98	\$		\$ 72,894	\$ 75,001	\$ 79,805		82,911	\$ 86,144		88,221		91,549		79 \$	101,788	\$ 102,263			3 \$ 103
023-2024	27	BA - 2023-2024			\$ 86,041	\$ 88,354	\$ 93,628			\$ 100,590		-				10 \$		\$ 118,289	-		9 \$ 119
023-2024	27	7.00%	\$		\$ 91,644	\$ 94,119 \$ 96,119				\$ 107,211		109,650		- ,		26 \$		\$ 126,149			0 \$ 127
)23-2024	27	M	Þ	89,844	\$ 93,644	\$ 96,119	#######	\$ T	05,412	\$ 109,211	Þ	111,650	\$ 1	15,561	\$ 119,8	26 Ş	127,591	\$ 128,149	\$ 128,671	. \$ 129,2	0 \$ 129
				, , . F	£ 0.000	ì															
	M			+ MA	\$ 2,000																
														2021-22	Career Inc	emen	te		7		
												YEARS		-19	20-24	CITICIT	25-29	30+			
														t CI	2nd CI		3rd CI	4th CI	1		
	Notes									2022-2023	1			105,357	\$ 107,1	02 \$	108,848	\$ 112,340			
ſ	BA = Base Pay									2023-2024		BA		115,686	\$ 117,6		119,520	\$ 123,354	1		
	-	Salary * 224 days + \$6,000 stipend								2023-2024	ВА	- 2023-2024		121,686	\$ 123,6		125,520	\$ 129,354	1		
		Salary - 224 days + 56,000 stipend								2023-2024		7.00%		129,784	\$ 131,8		133,886	\$ 137,989	1		
	Days/SCROOL Tear: 2	.c.+ uays (200 duty days)										+ MA		131,784	\$ 133,8		135,886	\$ 139,989			
												+ IVI/	¥	.01,704	ψ 1JJ,0		100,000	Ψ 137,707	_		

		2023-2024	Cert	ificated	d Salary	Table (School	Nur	se) +	DR					224	days					
															6000	Stipen	d				
	-	YEARS/ UNITS		1	2	3	4		5	6	7		8		9		10	11	12	13	14
2022-2023	20	BA	\$	63,986	\$ 64,065	\$ 64,747	\$ 65,429		65,508	\$ 65,603	\$ 68,13	_	69,075		72,165		74,241				
2023-2024	20	BA - 2023-2024			\$ 76,346				77,931		\$ 80,82				85,240		87,520				1
2023-2024	20	7.00%	\$	81,177		\$ 82,071	\$ 82,873	·	82,966	\$ 83,077					90,787		93,226				
2023-2024	20	D		84,177	\$ 84,270 \$ 64,747	\$ 85,071	\$ 85,873		85,966	\$ 86,077	\$ 89,05 \$ 69,07	_	-		-	•	96,226 76,714				
2022-2023	21	BA + 14 BA - 2023-2024	\$	64,065	\$ 64,747	\$ 65,429	\$ 65,508 \$ 77,931	\$	65,603 78,035	\$ 68,139 \$ 80,820	\$ 69,07 \$ 81,84		72,165 85,240				90,235				
2023-2024 2023-2024	21 21	7.00%	\$ *		\$ 82,071	\$ 77,844 \$ 82,873	\$ 82,966		83,077	\$ 80,820 \$ 86,057		- 1	90,787		93,226		90,235 96,131				
2023-2024	21	7.00% D	\$			\$ 85,873	\$ 85,966	·	86,077		\$ 90,15		93,787				99,131				
2022-2023	22	BA + 28	\$		\$ 64,826	\$ 65,508			67,838	\$ 70,484	\$ 72,86	_	74,970		-		80,692				
2022-2023	22	BA - 2023-2024				\$ 77,931					\$ 86,00		88,320		90,704		94,603				
2023-2024	22	7.00%	\$	82,071		\$ 82,966	\$ 83,077			\$ 88,812		_	94,083				00,805				
2023-2024	22	D	\$			\$ 85,966	\$ 86,077		88,703	\$ 91,812	\$ 94,60				99,633		03,805	İ			
2023-2024	23	BA + 42	\$	64,826	\$ 65,508	\$ 65,603	\$ 67,838		70,167	\$ 72,910	\$ 75,69		-				84,971				
2022-2023	23	BA - 2023-2024					\$ 80,489			\$ 86,058			91,523	-	94,011		99,302				-
2023-2024	23	7.00%	\$			\$ 78,033 \$ 83,077			88,439	\$ 91,662		_	97,510		100,171		05,833				
2023-2024	23	7.00% D	\$			\$ 86,077	\$ 88,703		91,439	\$ 94,662	\$ 97,93						08,833				
2023-2024		BA + 56	\$	65,508	\$ 65,603	\$ 67,838	\$ 70,167		72,910	\$ 75,747	\$ 78,66		-				89,125				
2022-2023	24	BA - 2023-2024		77,931		\$ 80,489	\$ 83,046		86,058	\$ 89,173	\$ 92,37	_	94,864				03,863				
	24		\$	82,966		\$ 85,703		-	91,662	\$ 94,996	· · · · · · · · · · · · · · · · · · ·	_	101,084		97,692 1 04,325	-				I	1
2023-2024 2023-2024	24	7.00% D	\$		\$ 83,077 \$ 86,077		\$ 91,439				\$ 101,42				104,325		10,713 13,713	i			
	24			,											-		•				
2022-2023	25	BA + 70	\$	65,603	\$ 67,838	\$ 69,788	\$ 73,782		76,650	\$ 79,646	\$ 81,72	_					93,341				
2023-2024	25	BA - 2023-2024				\$ 82,630					\$ 95,73	_	98,502				08,492				
2023-2024	25	7.00%	\$			\$ 87,994			96,056	\$ 99,576					108,831		15,666				
2023-2024	25	D	\$		\$ 88,703		-			\$ 102,576	\$ 105,01	_		-			18,666				
2022-2023	26	BA + 84	\$	68,139		\$ 72,165	\$ 76,729		79,710	\$ 82,832	\$ 84,90		,				97,477				
2023-2024	26	BA - 2023-2024					\$ 90,252	_	93,524	\$ 96,952		_	102,487		106,316		13,034				1
2023-2024	26	7.00%	\$	86,057	\$ 88,385	\$ 90,787	\$ 96,149		99,651	\$ 103,319		_	109,242				20,526				_
2023-2024	26	D	\$	-		\$ 93,787		_	102,651	\$ 106,319	\$ 108,75		-	-	-		23,526	-			
2022-2023	27	BA + 98	\$		\$ 72,894	\$ 75,001		_	82,911	\$ 86,144	\$ 88,22	_					01,788	\$ 102,263	\$ 102,708		\$ 103,6
2023-2024	27	BA - 2023-2024				\$ 88,354			97,039		\$ 102,87	_	106,524		110,510			\$ 118,289	\$ 118,777		\$ 119,7
2023-2024	27	7.00%	\$	87,844						\$ 107,211					117,826		25,591	\$ 126,149			\$ 127,7
2023-2024	27	D	\$	90,844	\$ 94,644	\$ 97,119	#######	\$ 1	106,412	\$ 110,211	\$ 112,65	0 \$	116,561	\$ 1	20,826	\$ 1	28,591	\$ 129,149	\$ 129,671	\$ 130,230	\$ 130,7
	D			+ DR	\$ 3,000							_	2021 22	Caroo	r Increm	onts			l		
											YEARS	\vdash	2021-22 15-19		0-24		5-29	30+			
											ILANG		1st Cl		id Cl		d Cl	4th Cl			
									1	2022-2023		4									
Ī	Notes				İ							\$	105,357		107,102		108,848	\$ 112,340			
	BA = Base Pay				1					2023-2024	BA SSSS SSS	\$	115,686		117,603		119,520	\$ 123,354			
	BA - 2023-24 = Base S	alary * 224 days + \$6,000 stipend			1					2023-2024	BA - 2023-20	4 \$	121,686		123,603		125,520	\$ 129,354			
	Days/School Year : 22	4 days (200 duty days)			1					2023-2024	7.00%	\$	129,784		131,835		133,886	\$ 137,989			
											+ [DI ¢	132,784	Φ.	134,835	¢ .	136,886	\$ 140,989			

EXHIBIT D

2023-2024 Special Services Salary Table

214 days

2022-2023 2023-2024

2023-2024

_	(Psychologis	t, So	cial Worke	er)								
	YEARS/ UNITS		1		2	3	4	5	6	7	8	
		\$	85,946	\$	90,135	\$ 94,325	\$ 98,514	\$ 102,703	\$ 106,892	\$ 111,082	\$ 119,460	
	7.00%	\$	91,962	\$	96,444	\$ 100,928	\$ 105,410	\$ 109,892	\$ 114,374	\$ 118,858	\$ 127,822	

Hours: 8 hours per day

DAYS/ School Year + 214 days (190 Duty Days):

EXHIBIT E

2023-2024 NBC Certificated Salary Table 204 days 10 11 13 14 5 6 8 12 2022-2023 \$ 63,986 \$ 64,065 \$ 64,747 | \$ 65,429 | \$ 65,508 68,139 \$ 72,165 \$ 74,241 20 ВА \$ 65,603 \$ 69,075 \$ 2023-2024 20 7.00% \$ 68,465 \$ 68,549 \$ 69,279 | \$ 70,009 \$ 70,094 \$ 70,195 \$ 72,909 73,910 \$ 77,217 79,438 2023-2024 20 7.50% \$ 73,599 \$ 73,691 **\$ 74,475 | \$ 75,260 | \$ 75,351 | \$ 75,460** \$ 78,377 \$ 79,453 \$ 83,008 | \$ 85,396 2022-2023 21 \$ 64,747 \$ 65,429 \$ 65,508 \$ 65,603 68,139 69,075 \$ 72,165 \$ 74,241 \$ 76,714 BA + 14 \$ 64,065 \$ 2023-2024 21 7.00% 68,549 \$ 69,279 \$ 70,009 \$ 70,094 \$ 70,195 72,909 73,910 | \$ 77,217 \$ 79,438 82,084 \$ 75,260 \$ 75,351 83,008 \$ 85,396 \$ 88,240 2023-2024 21 7.50% \$ 73,691 \$ 74,475 \$ 75,460 \$ 78,377 \$ 79,453 \$ 2022-2023 22 \$ 64,747 \$ 64,826 \$ 65,508 \$ 65,603 \$ 67,838 \$ 70,484 \$ 72,862 74,970 \$ 77,141 \$ 80.692 BA + 28 80,218 \$ 2023-2024 22 7.00% \$ 69,279 \$ 69,364 \$ 70,094 | \$ 70,195 \$ 72,586 \$ 75,418 \$ 77,962 | \$ 82,541 \$ 86.340 86,235 \$ 2023-2024 22 \$ 74,475 \$ 74,566 \$ 75,351 | \$ 75,460 | \$ 78,030 | \$ 81,074 | \$ 83,809 | \$ 88,732 \$ 92,816 7.50% 2022-2023 23 BA + 42 \$ 64,826 \$ 65,508 \$ 65,603 | \$ 67,838 \$ 70,167 \$ 72,910 \$ 75,699 77,887 \$ 80,153 \$ 84,971 2023-2024 23 7.00% \$ 69,364 \$ 70,094 \$ 70,195 | \$ 72,586 \$ 75,079 \$ 78,013 \$ 80.998 83,339 | \$ 85,763 90.919 2023-2024 23 7.50% \$ 74,566 \$ 75,351 \$ 75,460 | \$ 78,030 \$ 80,710 \$ 83,864 87,073 \$ 89,589 \$ 92,196 \$ 97,738 \$ 2022-2023 24 \$ 65,508 \$ 65,603 \$ 67,838 | \$ 70,167 \$ 72,910 | \$ 75,747 \$ 78,664 \$ 80,930 \$ 83,688 \$ 89,125 BA + 56 2023-2024 24 7.00% \$ 70,094 \$ 70,195 \$ 72,586 \$ 75,079 \$ 78,013 \$ 81,050 \$ 84,170 \$ 86,595 \$ 89,546 \$ 95,364 2023-2024 24 7.50% \$ 75,351 \$ 75,460 \$ 78,030 | \$ 80,710 | \$ 83,864 | \$ 87,128 \$ 90,483 \$ 93,089 \$ 96,262 \$ 102,516 2022-2023 25 \$ 65,603 \$ 67,838 \$ 69,788 | \$ 73,782 \$ 76,650 \$ 79,646 \$ 81,722 \$ 84,242 \$ 87,523 \$ 93,341 BA + 70 90,139 \$ 2023-2024 25 7.00% \$ 70,195 \$ 72,586 \$ 74,673 | \$ 78,946 \$ 82,016 \$ 85,221 \$ 87,443 | \$ 93,649 \$ 99,875 2023-2024 25 \$ 75,460 \$ 78,030 \$ 80,274 \$ 84,867 \$ 88,167 \$ 91,613 \$ 94,001 \$ 96,900 \$ 100,673 \$ 107,365 7.50% 2022-2023 91,359 \$ 26 BA + 84 \$ 68,139 | \$ 70,120 \$ 72,165 | \$ 76,729 | \$ 79,710 | \$ 82,832 87,872 \$ 97,477 \$ 84,908 \$ 94,024 \$ 104,301 2023-2024 26 7.00% \$ 72,909 \$ 75,029 \$ 77,217 | \$ 82,100 | \$ 85,289 \$ 88,630 \$ 90,851 97,755 \$ \$ 83,008 \$ 88,258 \$ 91,686 101,075 \$ 105,086 \$ 112,123 2023-2024 26 7.50% \$ 78,377 \$ 80,656 \$ 95,277 \$ 97,665 \$ 101,788 2022-2023 27 BA + 98 \$ 69,661 \$ 72,894 \$ 75,001 \$ 79,805 \$ 82,911 \$ 86,144 \$ 88,221 91.549 95,179 \$ 102,263 102,708 \$ 103,183 | \$ 103,611 2023-2024 27 7.00% \$ 74,537 \$ 77,997 \$ 80,251 \$ 85,391 \$ 88,715 \$ 92,175 \$ 94,396 \$ 97,957 \$ 101,841 108,913 \$ 109,422 \$ 109,897 \$ 110,406 | \$ 110,863 117,081 \$ 117,628 \$ 2023-2024 27 \$ 80,127 | \$ 83,847 \$ 86,270 | \$ 91,795 | \$ 95,368 \$ 99,088 \$ 101,476 \$ 105,304 \$ 109,480 \$ 118,140 \$ 118,686 \$ 119,178 7.50% 2021-22 Career Increments YEARS 15-19 20-24 25-29 30+ 3rd CI 1st CI 2nd CI 4th CI 2022-2023 108,848 112,340

2023-2024

2023-2024

NBC

7.00%

7.50%

112,731

121,186

114,600

123,195

116,468

125,203

120,204

129,220

	2023-2024 NBC Certificated Salary Table + MA 204 days																	
	YEARS/ UNITS	1	2	3	4	5	6	7		8	9		10	11	12	2	13	14
)22-2023 20	BA	\$ 63,986	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508		\$ 68,139	\$	69,075 \$			74,241					
)23-2024 20	7.00%	\$ 68,465			\$ 70,009			\$ 72,909		73,910 \$			79,438		1			
)23-2024 20	7.50%						\$ 75,460			79,453 \$			85,396					
23-2024 20	M	\$ 75,599		\$ 76,475		\$ 77,351		\$ 80,377	\$	81,453 \$	-		87,396					
022-2023 21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603		\$ 69,075	\$	72,165 \$ 77,217 \$			76,714 82,084					
023-2024 21 023-2024 21	7.00% 7.50%	\$ 73.691					\$ 72,909 \$ 78,377			83,008 \$			88,240		I			1
023-2024 21 023-2024 21	7.50% M	+ -,		. ,				\$ 81,453		85,008 \$			90,240					
022-2023 22	BA + 28	\$ 64,747	\$ 64,826	\$ 65,508		\$ 67,838		\$ 72,862	\$	74,970 \$			80,692					
)23-2024 22	7.00%				\$ 70,195		\$ 75,418		\$	80,218 \$			86,340					
D23-2024 22	7.50%		\$ 74,566						\$	86,235 \$			92,816					
)23-2024 22	M	\$ 76,475	-	\$ 77,351				\$ 85,809	\$	88,235 \$		-	94,816					
)22-2023 23	BA + 42	\$ 64,826	\$ 65,508	\$ 65,603	\$ 67,838			\$ 75,699	\$	77,887 \$		\$	84,971					
23-2024 23	7.00%	\$ 69,364					\$ 78,013		\$	83,339 \$			90,919					
23-2024 23	7.50%	\$ 74,566	\$ 75,351	\$ 75,460	\$ 78,030	\$ 80,710	\$ 83,864	\$ 87,073	\$	89,589 \$	92,196	\$	97,738					
23-2024 23	M	\$ 76,566	\$ 77,351	\$ 77,460	\$ 80,030	\$ 82,710	\$ 85,864	\$ 89,073	\$	91,589 \$	94,196	\$	99,738					
)22-2023 24	BA + 56	\$ 65,508		\$ 67,838		\$ 72,910	\$ 75,747	\$ 78,664	\$	80,930 \$			89,125					
)23-2024 24	7.00%	\$ 70,094	\$ 70,195	\$ 72,586	\$ 75,079	\$ 78,013	\$ 81,050	\$ 84,170	\$	86,595 \$	89,546	\$	95,364					
23-2024 24	7.50%	\$ 75,351					\$ 87,128	. ,	\$	93,089 \$			02,516					
)23-2024 24	M	\$ 77,351			\$ 82,710			\$ 92,483	\$	95,089 \$	-		04,516					
)22-2023 25	BA + 70	\$ 65,603		\$ 69,788		\$ 76,650		\$ 81,722	\$	84,242 \$			93,341					
)23-2024 25	7.00%	\$ 70,195						\$ 87,443		90,139 \$			99,875		1			1
)23-2024 25	7.50%	\$ 75,460					\$ 91,613			96,900 \$			07,365					
)23-2024 25	M	\$ 77,460					\$ 93,613		\$	98,900 \$	-		09,365 97,477					
022-2023 26	BA + 84	\$ 68,139	\$ 70,120	\$ 72,165	\$ 76,729	\$ 79,710		\$ 84,908	-	87,872 \$								
023-2024 26 023-2024 26	7.00% 7.50%	\$ 72,909	\$ 75,029 \$ 80,656		\$ 82,100 \$ 88,258			\$ 90,851 \$ 97,665	\$ \$	94,024 \$ 101,075 \$			04,301 12,123		I			T
023-2024 26	7.50% M	\$ 80,377						\$ 99,665	¢	101,075 \$			14,123					+
022-2023 27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001		\$ 82,911		\$ 88,221	\$	91,549 \$			-	\$ 102,263	\$ 10	2,708 \$	103 183	\$ 103,61
023-2024 27	7.00%	\$ 74,537	\$ 77,997	\$ 80,251		\$ 88,715		\$ 94,396	\$	97,957 \$				\$ 109,422		9,897		
D23-2024 27	7.50%	\$ 80,127					\$ 99,088			105,304 \$						B,140 \$		\$ 119,178
)23-2024 27	M						\$ 101,088	. ,	\$	107,304 \$,		,	\$ 119,628		0,140		\$ 121,178
М			\$ 2,000					•					•				,	
										2021-22 Ca	areer Increm	ents						
								YEARS		15-19	20-24		i-29	30+				
								i		1st CI	2nd CI		d CI	4th Cl				
							2022-2023		\$	105,357 \$			108,848	\$ 112,340				
							2023-2024	7.00%	\$	112,731 \$	114,600		116,468	\$ 120,204				
						NBC	2023-2024	7.50%	\$	121,186 \$	123,195		125,203	\$ 129,220				
								+ MA	\$	123,186 \$	125,195	\$	127,203	\$ 131,220				

	YEARS/ UNITS	1	2	3	4	5	6		7		8	9		10	11		12	13	3	14
023 20	BA	\$ 63,986			\$ 65,429			603			69,075			74,241						
2024 20	7.00%	\$ 68,465			\$ 70,009				\$ 72,909		73,910			79,438						
2024 20	7.50%	\$ 73,599									79,453			85,396						
2024 20	D	\$ 76,599			\$ 78,260				\$ 81,377	\$	82,453			88,396						
2023 21	BA + 14	\$ 64,065	\$ 64,747	\$ 65,429	\$ 65,508	\$ 65,603			\$ 69,075	\$	72,165			76,714						
2024 21	7.00%	\$ 68,549						909	\$ 73,910		77,217		_	82,084		1				
2024 21	7.50%	\$ 73,691		\$ 75,260 \$ 70,260					\$ 79,453		83,008			88,240						
2024 21	D	\$ 76,691							\$ 82,453	-	86,008			91,240						
2023 22	BA + 28	\$ 64,747		\$ 65,508	\$ 65,603	\$ 67,838		_	\$ 72,862	\$	74,970			80,692						
2024 22	7.00%	\$ 69,279						418			80,218			86,340						
2024 22 2024 22	7.50% D		\$ 74,566 \$ 77,566		\$ 75,460 \$ 78,460			074	-		86,235 S			92,816 95,816						
2024 22 2023 23		\$ 64,826		\$ 65,603	\$ 67,838	\$ 70,167			\$ 75,699	\$	77,887			84,971						
2023 23 2024 23	BA + 42	\$ 69,364	. ,								83,339		_	90,919						
2024 23 2024 23	7.00% 7.50%		\$ 70,094 \$ 75,351								89,589	92,196		97,738						
2024 23	7.50% D	\$ 77,566									92,589			100,738						
2023 24	BA + 56	\$ 65,508				\$ 72,910		747			80,930			89,125						
2024 24	7.00%	\$ 70,094			\$ 75,079				\$ 84,170	_	86,595			95,364						
2024 24	7.50%		\$ 75,460					_			93,089		_	102,516						
2024 24	D		\$ 78,460	•					\$ 93,483	\$	96,089			105,516						
2023 25	BA + 70	\$ 65,603		\$ 69,788	\$ 73,782	\$ 76,650			\$ 81,722	\$	84,242	•		93,341						
2024 25	7.00%	\$ 70,195				\$ 82,016			\$ 87,443		90,139			99,875		-				
2024 25	7.50%		\$ 78,030		\$ 84,867				\$ 94,001		96,900			107,365						
2024 25	D		\$ 81,030								99,900			110,365						
2023 26	BA + 84	\$ 68,139		\$ 72,165		\$ 79,710			\$ 84,908	\$	87,872			97,477						
2024 26	7.00%	\$ 72,909	\$ 75,029					630	\$ 90,851	\$	94,024			104,301						·
2024 26	7.50%	\$ 78,377	\$ 80,656	\$ 83,008	\$ 88,258	\$ 91,686	\$ 95,	277			101,075	105,086	\$	112,123						
2024 26	D	\$ 81,377	\$ 83,656	\$ 86,008	\$ 91,258	\$ 94,686	\$ 98,	277	\$ 100,665	\$	104,075	108,086	\$	115,123						
2023 27	BA + 98	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,	144	\$ 88,221	\$	91,549			101,788	\$ 102,263	\$	102,708	\$ 10	3,183	\$ 103,6
2024 27	0.00%	\$ 69,661	\$ 72,894	\$ 75,001	\$ 79,805	\$ 82,911	\$ 86,	145	\$ 88,221	\$	91,549			101,788	\$ 102,263	\$	102,708	\$ 10	3,183	\$ 103,6
2024 27	7.50%	\$ 74,885							\$ 94,837		98,415				\$ 109,933		110,411		•	\$ 111,3
2024 27	D	\$ 77,885	\$ 81,361	\$ 83,627	\$ 88,790	\$ 92,129	\$ 95,	605	\$ 97,837	\$	101,415	105,317	\$	112,422	\$ 112,933	\$	113,411	\$ 11	3,922	\$ 114,3
_			e 2.000	Ì																
D		+ DR	\$ 3,000								2024 22 2		051			1				
									YEARS	-		areer Increm	ent		20	-				
									TEARS		15-19	20-24 2nd Cl		25-29 3rd Cl	30+ 4th Cl					
						ĺ	2022-2	123		4	1st CI 105,357 S		¢	108,848		1				
							2022-2		7.00%	Φ	112,731	107,102 114,600	Φ.	116,468	\$ 112,340 \$ 120,204	ł				
						NBC	2023-2		7.50%	Φ	121,186	123,195	Φ	125,203	\$ 120,204					
						1400	2023-2	727	+ DR	\$	121,186 \$	123,195	\$	125,203	\$ 129,220	1				

EXHIBIT F

PCHS Proposal March 29, 2023

ARTICLE I RECOGNITION

1.0 <u>The Unit:</u> Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the Palisades Charter High School ("PCHS"):

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; Teacher-Counselor; Therapist; or Driver Safety Instructor.

1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week; all other certificated classifications not referred to in Section 1.0, including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of EducationTrustees.

Although UTLA does not represent day-to-day substitutes, PCHS agrees that UTLA has the right to negotiate the compensation rates and benefits of day-to-day substitutes. This does not apply to substitutes providing services under the employment of a third party agency/vendor.

- 2.0 <u>Changes to the Unit:</u> The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when PCHS creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.
- 3.0 <u>"Employee" Defined:</u> Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by PCHS to provide services.
- 4.0 Maintenance of Bargaining Unit: PCHS agrees to staff all bargaining unit job descriptions at the minimum current level that exist at the time of ratification. The

PCHS Proposal March 29, 2023

employer PCHS agrees to negotiate any changes to the job descriptions of existing bargaining unit positions and the job descriptions of any new bargaining unit positions that might be established, prior to filling creating such positions. Further, PCHS shall meet and confer with UTLA prior to eliminating any existing bargaining unit positions.

EXHIBIT G

ARTICLE IV UTLA RIGHTS

- 1.0 Access: Any authorized UTLA representative shall have the right of reasonable access to PCHS facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the administrator Executive Director and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.
- 2.0 <u>Bulletin Boards</u>: UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.
- 3.0 Communication & Distribution of Material: Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. UTLA shall be permitted to communicate with employees through teacher mailboxes and school email accounts. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.
- 4.0 Released Time for Negotiations: Up to seven five negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with PCHS pursuant to Article II, Section 1.0. UTLA and PCHS may agree that additional employees shall receive such released time.
- Organizational Leave: A maximum of seven one elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more. UTLA shall fully reimburse ECRAPCHS for all costs, including but not limited to full salary, benefits, and retirement contributions, expended on behalf of the employee.
- Released Time at UTLA Expense: UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Staff Relations Executive Director and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse PCHS at the base rate for substitutes

(see Article XIXXVIIIXXIII) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

- 7.0 <u>Exclusivity</u>: UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.
- 8.0 <u>UTLA Chapter Chairpersons:</u> At each work location to which employees are assigned. UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one to serve as the UTLA Chapter Co-Chair (see also Section 8.3). In yearround schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off- track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. At the school sites the The UTLA Chapter Chair is and Co-Chair are the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and PCHS. The Chapter Chair and Co-Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:
 - a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V₇. Section 2.0, and in meetings relating to discipline as expressly provided in Article X₁, Section 11.0 e.
 - b. When an employee reports an injury or assault and files the required written report, the <u>site administratorExecutive Director</u> shall notify the Chapter Chairs of the reported injury unless the employee requests that the matter not be so disclosed.
 - c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
 - d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
 - e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, inservice/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).
- g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chairs.
- h. Have the right, upon prior request and at reasonable intervals on nonclassroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;
- i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education Trustees and UTLA), when faculty views are sought by the site administrator administration with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chairs is are to be treated as the sole representatives of the faculty;
- k. Prior to <u>finalizing initiating</u> changes in bell schedules, the <u>site administrator</u> <u>Executive Director</u> shall consult with the Chapter Chairs; and
- . Have the rights set forth in Article XXVII Shared Decision Making and School-Based Management.
- 8.1 Released Time for Chapter Chairs: Reasonable and adequate release time will be provided to Union representatives the Chapter Chair or Co-Chair for all matters related to member representation, including, but not limited to, negotiations and grievance processing. Further, the Chapter Chair(s) and Co-Chair the Negotiations Chair(s) shall be provided with one release period per day

(or the equivalent) for the regular and necessary conduct of union activities, including, but not limited to, meetings with bargaining unit members, administration and Board members. The Chapter Chair and Co-Chair may chooserequest the to be released during the same period or two separate periods, which shall not be unreasonably denied.

- a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties as referred to above are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.
- A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:
 - (1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and
 - (2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.
- c. Regarding paragraphs a. and b., a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.
- d. Site-based eight hour Chapter Chairpersons may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

- 8.2 With regard to local site decisions which are reflected in documents forwarded to regional or central offices (e.g., Chapter 1 budgets, changes in daily school schedules, and changes in school calendar such as year-round school plans) the following procedures shall apply:
 - a. Written disclosure to the faculty of the proposed plan or change, with at least five (5) days of review time provided, except in emergencies;
 - b. The Chapter Chair shall have the right to consult with the administrator regarding the content of the document;
 - c. If the document provides for a faculty signature, the Chapter Chair or designee of the Chapter Chair shall determine whether the document will be signed;
 - d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

- 8.3 PCHS shall recognize one Chapter Chair PCHS-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas. Activities of these new Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.
- 9.0 <u>Committee Appointments</u>: If PCHS decides that unit members are to be invited to serve on any PCHS-wide committee (i.e.g. Personnel Committee, Hiring Committee, Health Benefits, various task forces, etc.), it shall notify UTLA the Chapter Chair and specify the background and experience required. UTLA The Chapter Chair shall then have the right to designate one-half of such employee representatives, and to replace those appointees, subject to the following:-

Except as otherwise provided in this agreement, if PCHS decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.

- a. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and PCHS shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by PCHS, rather than UTLA, are not to be considered authorized representatives for UTLA.
- b. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward PCHS's appointing authority under section b-a. above.
- c. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.
- 10.0 <u>Meetings:</u> Participants in any administrative Region-wide or PCHS-wide meetings of employee representatives other than UTLA designates, called or sponsored by PCHS, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.
- 101.0 Recruiting Table New Employee Orientation: PCHS shall include a presentation by UTLA on the agenda of new employee orientations and provide UTLA not less than thirty minutes to address newly hired unit members without the presence of administrators or management. Not less than two (2) weeks prior to a new employee orientation, PCHS shall notify the Chapter Chair, in writing, of the date, time, and location of the orientation.
- Consultation Rights: PCHS shall, upon request of the President of 1211.0 UTLAa Chapter Chair, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2(a)(3) [the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Also, with regard to the development by PCHS (Central or Local District) of new or revised student assessment systems, or changes in instruments or frequency assessment, PCHS shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with PCHS regarding such matters.
- 12.0 Unit Member List: PCHS shall send, via electronic format, a list of all bargaining unit members that shall include each unit member's name, address,

telephone number(s), email, and hire date on a quarterly basis or upon reasonable request by UTLA. This list must include bargaining unit members who are not dues paying UTLA members. Further, PCHS shall promptly notify UTLA in writing when a new unit member begins employment at PCHS.

EXHIBIT H

ARTICLE IX HOURS, DUTIES & WORK YEAR

- 1.0 General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.
- 2.0 <u>Sign-in and Sign-out</u>: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by PCHS sign in through the payroll app/website (ADP). PCHS shall ensure that the payroll app/website will allow unit members to sign in/out from any location on campusclassroom, building, or office. Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out.
- 3.0 <u>Minimum On-Site Obligation</u>: It is understood that all full- time classroom teachers at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times.
- 3.1 Effective July 1, 2005, for the purpose of implementing a professional development banked time schedule, f<u>F</u>ull time teachers shall have the following on site obligations:

<u>Grades</u>	Before Instructional		After Instru	ctional Day	Weekly Average Teache		
	<u>Day</u>		180 day	— 163 day	Instructional	Minutes (a)	
	180 day 163	day			180 day	163 day	
Pre-K	30	30	10	10	According t		
AM— PM	30	30	10	10	1550(b)	1715	
<u>Kindergarten</u>							
Full Day	21 2	0 (c)	10	10 (c)	1550	1715	
<u>Kindergarten</u>							
1 - 5/6	21 2	0 (c)	10	10 (c)	1550	1715	
<u>6 - 12</u>	7	6	6	6	1550	1715	

Elementary grades K - 5 instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods.

- (a) Indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.
- (b) Kindergarten daily instructional time in a.m.-p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support.
- (c) Elementary for 180 day calendar schools, the total preparation time is 31 minutes. At 163 day calendar day schools, the total preparation time is 30 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.
- 3.2 Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers)
- 3.3 Adult education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below.
- 3.42 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day-in secondary, or less than half-time in elementary.
 - a. Library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school.
 - b. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, Psychologists and Social Workers are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator Executive Director.

- e.b. Also subject to the hours and duties provisions of subsection b are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.
- d.c. Non-classroom teachers assigned to a school site and paid on the Preparation Salary Table (including but not limited to nurses, counselors, "in-house deans," and advisers) who do not receive any extra pay (see c., above) shall observe on-site hours which are to be not less than the hours observed by the teachers—at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions.
- e.d. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work. Non-classroom teacher obligations may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities onsite. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the Executive Director.

Counselors shall be allowed to work remotely for five (5) of the fifteen (15) workdays that occur outside of the regular instructional-180-day teacher work year. By March 15 of each year, PCHS shall provide Counselors a finalized calendar/schedule for the following work year, including designating which days outside of the regular instructional year would necessitate on-site work.

The scheduling of such remote days is subject to the pre-approval of the Executive Director.

f. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers. In Concept 6 and Modified Concept 6 schools the workday for non-

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classroom teachers shall be extended proportionately to the longer workday for classroom teachers in such schools.

- 3.53 The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.
- 4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of PCHS property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.
- 4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.
- 4.2 All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator administration in a reasonable and equitable manner among the employees at the school—or center.
- 4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under Under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These Faculty meetings should begin within a reasonable time after the final beliapproximately 7 minutes) and shall take place during zero or 7th period and

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should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Teachers with a 7th period class shall be allowed the flexibility of foregoing zero period faculty meetings as long as they make up the meeting during their conference period. Employees shall be permitted to participate in discussions during the

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If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed.

- a) Meetings subject to this provision include faculty, department, POD, PLC, after-school Professional Development, SST, SLC meetings, CST and CAHSEE in-service requirement meetings.
- b) Mandatory meetings that are not subject to this due to outside legal requirements are IEPs and 504s.
- c) PLC Meetings: Teachers are required to attend only their primary PLC meetings as chosen by individual teachers at the beginning of the school year. Teachers cannot be mandated to attend separate PLC meetings if they are fulfilling their primary PLC meeting requirement. The PLCs as a whole shall decide when meetings will take place.
- d) Meetings held during Period 7: Up to two meetings per month held during 7th period will not count towards the above limitations.
- e) Prioritized Meetings: The administration will give teachers a calendar of prioritized meetings prior to the beginning of the school year so teachers can plan to attend those meetings accordingly.
- 4.4 Meeting on the Two Pupil-Free Days at the End of Each Semester: Site aAdministratorsion shall make a reasonable effort to limit required meeting time on the two pupil-free days at the end of each semester (see Section 10.0c.) in order to provide time for grading, recording of grades, and other duties class and room preparation. Such meetings are not to exceed 3 hours each day total unless a majority of the involved faculty consents.
- 4.5 Required Orientation Inservice for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit initially issued after January 31, 1994 shall attend two (2) 8-hour days of unpaid orientation inservices prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required inservice prior to beginning their teaching assignment shall attend the next scheduled UTLA/PCHS sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such

employees cannot be renewed unless the above orientation inservice requirements are met. Required topics for the inservice shall incorporate state requirements and PCHS priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in PCHS- wide, cluster, complex, or school meetings.

- 5.0 <u>Duty-Free Lunch</u>: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.
- 5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff.
- 6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (or library media teacher) shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIVXV, Sections 25.0 and 28.0. In order to provide such preparation time, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time. Teachers are permitted to Teachers shall be onleave campus during their preparation perioc unless prior administrative approval is granted provided they use the payrol app/website (ADP) upon departure and upon arrival back on campus.<mark>Off-</mark> Campus Quick Link.
- in to work early and depart early each day. Such teachers must sign-in by the start of zero period and sign-out after 5th/6th period in accordance with the Sign-in and Sign-out procedures outlined in section 2.0 of this Article. This section does not apply during a schoolwide emergency that may require all employees to remain on campus regardless of their arrival or departure times. Additionally, teachers may need to adjust prep periods to fulfill professional obligations, such as IEP meetings, SST meetings, PLC collaboration time, or other obligations.

7.0 <u>Elementary Preparation Period</u>: Each regular elementary classroom teacher shall be provided with a daily period of preparation of 40 minutes within the

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minimum on-site obligation (30 minutes before school, 10 minutes after school). In order to provide such preparation time, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay. Additional pay shall not be authorized for any of the following:

Supervision reasonably assigned on inclement weather schedule

Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or

Supervision of the teacher's students to and from the classroom; or

Any normally assigned basic duties apart from the above described non-classroom supervision.

- 7.2 The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.
- 7.3 In an effort to facilitate earlier class starting times during hot weather months in new year-round elementary schools without functioning air conditioning, the 30 minute preparation period in such schools may be observed after school hours. Once approved by the Local School Leadership Council, individual teachers would then determine (on a regular basis) whether they would observe this prep period before or after school.
- 7.4 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. PCHS shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period.

7.5 Elementary Supervision Time: Except as provided below, PCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:

Supervision reasonably assigned on inclement weather schedules;

Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);

Supervision of organized student activities and student organizations;

For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, PCHS shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);

Supervision of the teacher's students to and from the classroom; or

Any normally assigned basic duties apart from the above-described non-classroom supervision.

Assignment and Pay: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program

who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

7.0 Office Hours

- Each PCHS teacher not assigned a 7th Period class-will hold Office Hours during 7th Period-one (1) day per week, during which time the teacher will be in a classroom and available to students who are in need of guidance and tutoring. Teachers who have a 7th period class shall be allowed to hold Office Hours by appointment, only.
- Scheduling: A teacher's office hours will be on the same day each week, other than a Friday, and will be scheduled to ensure there is no conflict with the teacher's PLC meeting obligation. Teachers from the same Department/SLC, or other group for meaningful collaboration, may schedule Office Hours on the same day, and are authorized to congregate in the same classroom so long as the teachers' students are given clear notice of the location of their teacher(s) who are not in their own classroom, the classroom environment remains conducive to student tutoring and quiet study, and assistance and guidance to attending students is the teachers' first priority. The parties acknowledge that Office Hour days of individual teachers may need to be modified to ensure that Office Hour opportunities for students are spread relatively evenly throughout the week. Any such modifications will be made by the department chair(s) with seniority as the main criterion.
- 4.3. Purpose: Office Hours exist to provide a meaningful 7th period educational experience and opportunity for a greater number of PCHS students. The purpose of Office Hours is specific, and student attendance, student conduct, staff expectations, and administrative oversight is to be consistent with the purpose of Office Hours. Specifically:
 - a. Office Hours are for teachers to work directly with students who seek subject matter assistance, either on their own or based on the recommendation of their teacher.
 - b. Office Hours is not a study hall, detention, meeting room, student gathering area, or the like, but is an opportunity to obtain direct assistance from teachers. Students attending Office Hours are expected to attend and behave in a manner consistent with this purpose. This purpose does not preclude a teacher from inviting or encouraging students to attend Office Hours for another reason (e.g. group review, make-up tests, etc.).
 - a.c. Office Hours are for students to obtain assistance from their own teachers, and the teacher is responsible for providing that assistance. However, because some teachers have a class 7th period, and/or are performing an adjunct duty (e.g. sports, band), teachers are encouraged to provide subject matter assistance to other students who are unable to take advantage of office hours with their subject matter teacher of record.

[The parties also agreed to the following: "In addition to on-going dialogue between PCHS administration and UTLA leadership regarding Office Hours, to assess the success of the program and discuss potential modifications, starting in March, 2014 the parties will meet and negotiate potential modifications of the program, even if sunshining process for 2014-15 bargaining has not been completed."



- The parties believe that principles of equity and fairness should be used to in differentiating between teachers who are assigned classrooms and those who must travel to more than one classroom. The parties also recognize that rooms may need to be dedicated to particular uses, functions, or departments.
- The PCHS administration shall retain the right to make classroom assignments in its sole discretion. Understanding that traveling poses additional challenged, PCHS will attempt to reduce traveling and provide support for traveling teachers. While there can be countervailing factors, seniority is a consideration in determining traveling status.
- To support novice teachers (those in their first year of service as a teacher, defined as the equivalent of 130 full time paid days during the period July 1 through June 30) in learning their craft and to assist with retention in the profession, to the extent practicable, novice teachers shall be exempt from being assigned to teach in more than one classroom per day in their first year at PCHS.
- After the first two years at PCHS, no unit member shall be required to travel more than two consecutive years, but unit members may volunteer to travel.
- To mitigate the impact of traveling, PCHS will dedicate a space on campus for affected staff members to go during their conference periods that will be equipped with computers, phones, printers, and locking storage.
- A teacher who travels, as defined in Supplemental Assignments and Definitions, on both 1-3-5 and 2-4-6 days will receive a \$500 per semester stipend to cover unique costs related to this assignment. Teachers who travel, as defined in Supplemental Assignments and Definitions, on only 1-3-5 or 2-4-6 days will receive a \$250 per semester stipend to cover unique costs related to this assignment.
- The assignment of rooms at PCHS and this Section 8.0 shall not be grievable, but in the event a traveling teacher makes a request of PCHS administration for clarification regarding his/her traveling status, a meeting of the parties (affected teacher, administrator, department chair(s), UTLA representative) shall be called within a reasonable time of the request. The parties shall meet to discuss and review the matter, and take into account any additional information for consideration. Following the meeting, a written reason for the administration's decision regarding the

assignment will be provided. The reason is not grievable. [From July 1, 2005 to June 30, 2007 TA, Section 15 and May 20, 2009 MOU.]

[Moved to Article 12]

8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class Special Education teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, PCHS shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by:

and/or

- a. <u>Integrating (mainstreaming)Including</u> the students into <u>regular general</u> education classes
- b. Arranging for team teaching or other flexible scheduling of students within the Special Education program—at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.
- 9.0 <u>Variations and Experimental Situations</u>: It is not the desire of UTLA or PCHS to discourage reasonable experimentation with school schedules which may vary from the above-described normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained.
- 10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:
 - a. The work year for bargaining unit members, other than counselors, social workers, nurses, and psychologists, shall be 180 days, with 175 student instructional days. Non-student work days shall be the two (2) days before the start of the fall semester, the day before the start of the spring semester, and the last day of each semester.
 - b. The work year for counselors shall be 195 days. A typical work year includes eight (8) work days before the first work day for teachers, and seven (7) work days following the last work day for teachers.

- c. The work year for social workers shall be 190 days. A typical work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- d. The work year for nurses shall be 200 days. A typical work year includes fifteen (15) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- e. The work year for psychologists shall be 190 days. A typical work year includes five (5) work days before the first work day for teachers, and five (5) work days following the last work day for teachers.
- f. Deviations from the typical work years in Sections (b) through (e) above may be initiated and agreed upon between the employee and the Executive Director.

Certificated Assignment Days 2010-2011

(Not applicable to Adult and Substitute Teachers) NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS	PAID DAYS
A	261	249**	12	261
В	221	197	24	221
C	20 4	182	22	20 4
E	23 4	210	24	23 4
K	214	192	22	214

*Includes 2 pupil free days, as applicable.

**Includes vacation days.

11.0 Annual Calendar. The proposed annual school calendar will be presented to the UTLA-PCHS Chapter Council for comment not later than April 1 of each year, with the parties agreeing to a final adoption of the annual calendar for the following year to be adopted no later than May 1. Adoptions and final revisions

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will be made as agreed upon by the parties. [From 2005-07 Tentative Agreement, Section 3(b)]

EXHIBIT I

ARTICLE X EVALUATION & DISCIPLINE

1.0 PCHS Mission Statement

- a. PCHS will empower our diverse student population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth.
- b. To further this mission and support current school goals, the purposes of these procedures are to evaluate employee performance, continue to improve the quality of educational services provided by employees, and to provide assistance and remediation to employees whose performance is less than satisfactory.
- c. The goal of teacher evaluation of PCHS is to promote continued growth through an ongoing process. The process includes specific years for completing the evaluation procedures, collaboration between the teacher and administrator, and continuing reflection by the teacher with respect to their teaching practices.
- 1.0 Purpose: The purposes of these procedures are to evaluate employee performance, provide assistance and remediation to employees whose performance is less than satisfactory, impose discipline where appropriate and continue to improve the quality of educational services provided by employees.
- Evaluator: The employee's immediate administrator shall be responsible for evaluating the employee and assisting the employee in improving performance when necessary. The administrator may delegate these functions, but shall retain ultimate responsibility. Any bargaining unit employee, including but not limited to a department chairperson, who objects to being required to evaluate another employee, shall not be required to do so, but may be required to participate in classroom visitations, guidance and assistance. As to evaluation of site-based support service personnel excluding library media teachers, there shall be consultation between the site administrator and the employee's technical supervisor, if any, prior to either one issuing the annual evaluation.
- 3.0 Frequency: Evaluations shall be made at least once each academic year for probationary or qualifying employees, and at least once every other year for permanent employees. In the case of permanent employees who are deemed "highly qualified" under 20 U.S.C. Section 7801, and have been employed by the PCHS for at least 10 years, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period, subject to the following limitations:

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- a. Any such arrangement for an evaluation beyond the two year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.
- b. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given later than the date that the newly reinstated evaluation procedures are to be commenced.
- c. Because the Education Code (Section 44664) makes these evaluation-frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this Agreement. However, claimed violations of the notice provisions of paragraph b. above are subject to grievance procedures.
- 3.0 Frequency of Evaluation: Teachers will be evaluated based on the following schedule/parameters:

Teacher Experience at PCHS	Evaluation Schedule	Evaluation Parameters
Probationary 1 & 2	Yearly	1st year all standards and elements 2nd year narrowed list of standards and elements for development as identified by teacher and administrator.
Years 4-9	Years 4, 6, and 8	At least 1 element per standard for development as identified by teacher and administrator.
Years 10+	5 Year Increments	At least 1 element selected by teacher AND 1 element selected by administrator

- a. The teacher may request more frequent evaluations.
- b. An unsatisfactory evaluation requires mandatory participation in the evaluation process the following year.
- c. Teachers in the Years 10+ schedule can be subject to a Focused Improvement Plan (FIP) beginning in the 2nd 1st year of the 5-year period, consistent with the following parameters:

- 1) The need for a FIP must be based on the direct observation of classroom teaching performance by an administrator, followed by an attempt to provide guidance and assistance:
 - 2) After consultation with the teacher, the FIP will be developed regarding 1 element selected by the administrator, unless a 2nd element is deemed equally in need of improvement;
 - 3) If the need for a FIP is determined to exist prior to January 31, the FIP will be implemented during the remainder of the same school year;
 - 4) If the need for a FIP is determined to exist on or after February 1, the FIP will be developed prior to the end of the school year and may be implemented in the following school year:
 - 5) No less than thirty (30) calendar days before the end of the school year during which the FIP is implemented, the administrator will determine whether sufficient improvement has been demonstrated, and: a) if sufficient improvement is demonstrated, the process is complete and the same 5-year cycle continues; or b) if sufficient improvement is not demonstrated, the teacher will be evaluated in the following school year.
- 4.0 Establishment of Objectives: Soon after commencement of the academic year the evaluator and employee shall work cooperatively to establish the employee's objectives for the year. This shall be accomplished through one or more planning conferences to discuss proposed objectives.
- Alternative Evaluation Option: Permanent employees who have received satisfactory evaluations over a 6-year period may opt for an alternative evaluation process, as outlined in the PCHS Evaluation Handbook, subject to approval by UTLA, rather than the evaluation procedures described in Sections 4.0 through 6.6, below. The alternative evaluation option will be by mutual agreement between the teacher and administrator.
- 4.0 Individual performance objectives <u>and teacher performance expectations</u> shall <u>be based on the California Standards for the Teaching Profession (CSTP) and the Continuum of Teaching Practice (COP) related to the CSTP, both of which are <u>attached as Appendix E Exhibit</u>. relate to, but not necessarily be limited to, the following:</u>
- 5.0 Standards of expected student progress and achievement for the grade level and areas of study based on PCHS, special program and local school determinations; and appropriate instructional objectives and strategy-planning methods,

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instructional materials, and methods of assessing student progress and achievement:

- 6.0 Expected employee competence, including but not limited to knowledge of subject matter, adherence to curricular objectives, use of effective teaching and supervision techniques, effective use of time maintenance of appropriate professional relationships and communications with students, parents, and other staff members, and compliance with PCHS and school rules, policies, and standards;
- 7.0 The performance of those duties and responsibilities, including supervisory and advisory duties, to be performed pursuant to Article IX, Hours; and

The maintenance of proper student control and suitable learning environment, with mutual respect and proper sensitivity to such issues as race, sex, ethnicity, the handicapped, and socioeconomic differences. For non-teaching employees such as counselors, psychologists, SAAS Counselors and other service personnel, performance objectives shall be comparable to the above, but are to be related to the duties of their particular classification.

- 7.1 If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level for resolution. An employee who remains dissatisfied may note on the objectives form that the objectives were not the product of mutual agreement. In such cases the employee's required signature indicates only receipt and acknowledgment of the objectives which will be used for evaluation purposes.
- 4.3 During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification. If the employee and evaluator are unable to reach agreement upon the modification and the employee is dissatisfied with the evaluator's determination, the employee may appeal the matter to the next higher administrative level as set forth in the preceding paragraph.
- 5.0 Observations, Records, and Assistance: Observations should be followed by conferences to discuss the employee's performance. If problems are identified, the evaluator shall make specific written recommendations for improvement, and offer appropriate counseling and assistance. Within four working days of the conference, a copy of written records relating to observations, advisory conferences and assistance offered or given shall be given to the employee for the employee's information, guidance, and as a warning to improve performance.

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- Final Evaluation Report: Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward objectives is evaluated. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents. When a Final Evaluation Report is marked "Below Standard Performance," the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.
- 5.0 Evaluation Timeline: The following chart describes the general timeline of the evaluation process

	Administrator/Evaluator	<u>Teacher</u>
May of year before	Initial meeting to inform teacher of process and timeline.	Reflects on COP (Appendix) and completes self-evaluation on each of the standards.
Notification	Provides COP for self-reflection	don or the standards.
<u>COP</u>	Provides current school goals.	
Weeks 1-10	Assigned administrator completes 2+a minimum of one (1)	Regular practice and job duties.
Initial observations	unannounced walk-throughs of at least 20 minutes each.	Completes initial planning sheet.
By week 10	Identifies and discusses elements not observed in walk-throughs.	Identifies areas of strength and areas needing growth.
Initial planning meeting Initial planning	Meets with teacher to debrief/reflect.	Submits the initial planning sheet to administrator.
sheet due	Facilitates identification of areas/standards of focus.	Meets with administrator to establish standards of focus.
Standards of focus established	Finalize standards of focus.	
Weeks 10-20 Observations	Additional 2+1+ walk-throughs by assigned Instructional Leader administrator (includes additional admin.).	Regular practice and job duties. Completes mid-year reflection sheet.
	1+ walk-throughs by additional administrator, by request of either party	
Second week of	Schedules and facilitates mid-term	Submit mid-year reflection sheet.

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	1	1
Spring Semester	meeting with teacher.	Collaborate to establish continuing
		growth plan.
Informal mid-	Facilitates reflection.	
year meeting.	<u>. ac.matec 151105115111</u>	Works with administrator to
year meeting.	Deviait areas of feaus and identify	identify strategies for support.
	Revisit areas of focus and identify	identify strategies for support.
<u>Mid-year</u>	areas of growth, development, and	
<u>reflection</u>	needs improvement.	
sheet due at		
meeting.	Establishes new focus standards,	
	if necessary.	
	ii Hooddary.	
	AAA - I	
	Works with teacher to identify	
	strategies to support teacher.	
Weeks 20-40	2-41+ additional observations	Implements agreed upon
	(walk-through and/or bell-to-bell).	strategies for meeting growth
Observations	(Wall through and or son to son).	targets.
Observations	Cohodulas mastings with toocher	targets.
	Schedules meetings with teacher,	
	as needed.	Meets with administrator, as
		needed.
At least 30 days	Meets with teacher for final	Completes year-end reflection and
before end of	reflection and evaluation	establishes continuing
school.	Tonocion and ovardation	professional development plan.
<u>3011001.</u>		professional development plan.
Vaarand		
<u>Year-end</u>		
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6.0 Evaluation Process

6.1 Initial Meeting

- a. The administrator will provide the teacher with information on how to access the following resources:
 - The California Standards for the Teaching Practice Continuum of Teaching Practice (COP)
 - 2) Current school goals
 - 3) Procedures Manual and timeline
 - 4) Initial planning sheet
- b. The administrator and teacher will discuss the process and how to complete the required forms.

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c. To complete the self-evaluation on COP, the teacher reads COP and circles their level of expertise for each element of each standard. One or more elements is chosen for growth for the upcoming school year. At least one element must be selected from standards 1-5.

6.2 Observations

- a. One administrator will be the teacher's assigned instructional leader. This administrator will meet with the teacher throughout the school year and will observe the teacher several times during the school year.
- b. At least two aAdditional At least one additional administrators will may observe the teacher during the school year, if requested by the assigned instructional leader or the teacher.
- c. A—If requested by the teacher, a copy of the administrator's post observation notes/conclusions shall be provided to the teacher and instructional leader within five-ten days of the observation.
- d. At least four two observations will be 20 minutes or longer including observations made by thean additional administrator. The teacher and administrator may agree to longer observation periods.
- e. The observations will not require additional planning on the part of the teacher and are meant to gather information and provide feedback regarding growth targets determined collaboratively by the teacher and administrator.

6.3 Weeks 1-10

a. Observations

Administrator will observe the teacher at least two times one time for a period of 20+ minutes per visit. The administrator will record observations (see Appendix) to be used in the initial planning meeting.

b. Initial Planning Sheet.

1) Teacher uses their self-evaluation on the California Standards for the Teaching Profession Continuum of Teaching Practice (COP) to determine the standards of focus for the school year. The teacher should complete the planning sheet identifying the standards of focus with the specific elements, their self-assessment of level of practice on the rubric, and their reflections and evidence to support their choices and assessment. The number of elements identified for focus is determined by Evaluation Frequency Table.

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- A teacher is not required to specify an element for each standard. The rubrics should be completed for only the elements a teacher is selecting as a focus standard. The teacher should select areas in which they identify a need for growth and a desire for support to meet those needs.
- 3) During the initial planning meeting, the teacher and administrator will finalize the focus standards and identify the growth targets.

 They also identify strategies for meeting those growth targets.

6.4 Weeks 10-20

- Observations: At least two aAdditionalBoth administrators willmay, at teacher or administrator request, observe the teacher for periods of 20+minutes. The administrators will calibrate, collaborate and share information amongst themselves and with the teacher. A third administrator may also observe the teacher upon the teacher's or instructional leader's request.
- b. Mid-Year Reflection Sheet: The teacher identifies his/her current level on the CSTP/COP rubric for each of the standards of focus established in the initial planning meeting, using as data the initial planning sheet, current levels, and observation evidence to reflect on progress. The teacher identifies new focus standards and/or growth targets, if necessary.
- c. Informal Mid-Year Meeting: The teacher submits a completed reflection sheet. The teacher and administrator use the reflection sheet and observations to determine progress and identify any necessary changes/additions to the standards of focus with the specific elements and to establish new growth targets.

6.5 Weeks 20-40

- a. Observations: Two to four One to two additional observations.
- b. Year-End Reflection Sheet: The teacher identifies his/her current level on the CSTP/COP rubric for each of the standards of focus established in the initial planning meeting, using as data the initial planning sheet, current levels, the mid-year reflection sheet and observation evidence to reflect on progress. The teacher will establish an ongoing professional growth plan for the following year(s) until subsequent evaluation.
- c. Year-End Meeting: The teacher and administer will meet to discuss the year-end reflection sheet and the final evaluation. They will collaborate to establish a final evaluation level on standards of focus and establish an

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ongoing professional development plan for the following year(s) until subsequent evaluation.

6.6 Final Evaluation Report:

- a. Not less than 30 calendar days before the last regularly scheduled school day of the employee's scheduled work year in which the evaluation takes place, the evaluator shall prepare and issue the Final Evaluation Report in which the employee's overall performance and progress toward growth targets is evaluated.
- b. Prior to the end of the school year the evaluator shall hold a conference with the employee to discuss its contents.
- c. The administrator will provide commendations and recommendations to the teacher for the standards of focus. The teacher and administrator will determine elements for an on-going teacher professional development plan.
- d. When a Final Evaluation Report is marked "Did not display growth in Standards of Focus" the evaluator shall specifically describe in writing the area of below standard performance, together with recommendations for improvement, and the assistance given and to be given.
- a. The employee's required signature on the form does not necessarily indicate agreement with its contents, and the employee may attach a written response to each copy of the form within ten working days from date received. Such a written response becomes a permanent part of the record. The employee may also appeal the matter to the next higher administrative level.
- f. The employee shall be given a copy of the Final Evaluation Report at the conference. A copy of the Final Evaluation Report shall be placed in the employee's personnel file, and a copy retained by the school—or office. Evaluation forms shall not be considered a public record. The employee shall be permitted to generate a written statement in response to the evaluation, which shall be attached to the evaluation in the personnel file.
- 7.0 Grievances: Evaluations are not subject to the grievance procedures of Article V, except when the final overall evaluation is "Below Standard." However, if the overall evaluation is "Meets Standards" but there is a significant disparity between that rating and the negative comments on the form, the evaluation shall be subject to the grievance procedure on the same basis as it would have been had the overall rating been Below Standard. Expedited arbitration procedures will be utilized when the threshold issue of "significant disparity" is submitted to a

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preliminary hearing for determination as to whether the case is subject to the grievance procedure (see Article V, Sections [TBD] and [TBD]).

- 7.0 Inadequate Service by Substitutes: The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.
- 8.0 Evaluation of Substitutes: Substitutes who are continuously assigned to the same location for an extended period (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site administrator at the end of the assignment. Such evaluations do not involve the establishment of specific objectives as in the case of regular teachers, but are to rate preparation, skills, competence, personal qualities, and overall performance, together with recommendations for improving services. Observations, records, and assistance as provided in Section 5.0 shall be applicable.
- 8.1 Any substitute who receives more than one performance evaluation of less than satisfactory service within the last two years of PCHS service shall not be granted a probationary contract. Any substitute who receives one performance evaluation of less than satisfactory service within the last two years of PCHS service shall be reevaluated by the present immediate administrator for the purpose of determining eligibility for a probationary contract. Any such substitute who receives a less than satisfactory reevaluation shall not be granted a probationary contract.
- 8.2 Evaluation of Limited Term Personnel: Limited term personnel, such as non-tenured adult Education teachers, are subject to evaluation at any time; however, a teacher shall have the right to be evaluated upon request at the end of the assignment. If the administrator initiates such an evaluation, the observation, records and assistance provisions of Section 5.0 apply.
- 8.3 Examination References: Those examination references which are deemed by the PCHS as being open and non-confidential are not subject to the grievance procedure, except in circumstances where the examination reference is based upon the same period of time as a previous evaluation but is significantly different from that evaluation. In such cases, if there is not a reasonable explanation for the difference, the reference may be ordered stricken.

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- 8.4 Evaluation Request Upon Separation of Employment: If either the administrator or employee wishes to process an evaluation at the time of the employee's separation from employment. It shall be done and a copy furnished the employee at his address of record. This evaluation process shall be completed prior to the date of separation if the employee has given notice of intended separation at least two weeks prior to the effective date.
- 9.0 Access and Response to Critical Material in Personnel Files: When the PCHS receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:
 - a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the PCHS's receipt of the document. The document shall not be either placed in the personnel file or retained by the PCHS unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
 - b. If the document came from within PCHS personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.
- 9.1 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the PCHS or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.
- 10.0 Pre-disciplinary Matters: Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.
- 10.1 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate

"expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

11.0(a) Notices of Unsatisfactory Service or Act, and Suspension

- a. Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.
- b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.
- c. A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.
- d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
- e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.
- f. Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1)

that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate PCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

- g. The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the PCHS.
- Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/Division Head shall be delivered within three days (as defined in Article V, Section 6.0) of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Region or Division Superintendent (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the PCHS in writing of its intention. UTLA and the PCHS shall select an arbitrator, and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0. If at any of the above steps the employee or UTLA does not appeal as provided above, the discipline shall be considered final.
- i. After the PCHS has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the PCHS shall furnish the Union with a copy of any written statements taken of students relating to the matter. The PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The PCHS shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the PCHS interview. If the interview is not done jointly, the Union's interview shall be in the presence

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of a non-involved person acceptable to both the Union and PCHS, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

j. Any of the disciplinary measures referred to in "a" above may be imposed independently of the evaluation procedures of Sections 3.0 through 8.2 of this Article, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a precondition for a statutory suspension/ dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

11.0(b) Dismissal Procedures

For cases related to unsatisfactory instructional/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction and dismissal.

For cases not related to unsatisfactory instructional/teaching performance, but rather involving gross misconduct, PCHS may elect to utilize dismissal procedures subject to and based upon just cause and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of PCHS and, if appealed in writing, subject to binding arbitration as defined in the Grievance Article.

If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.

12.0 Accountability for Individual Bargaining Unit Member Quality

a. In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or "below standard" evaluations shall be deemed ineligible for service or entitlement to the following:

- 1. Voluntary bargaining unit member-initiated transfers including employee-initiated transfers for employee time reported from central or regional locations and Early Education Centers.
- Mentor Service (See also Article XXVI, Section 4.0)
- Coordinator, dean or department chair positions
- 4. Summer session and/or intersession
- 5. Permissive leaves
- Exchange of track assignments or exchange days
- 7. Auxiliary periods and other auxiliary services involving extra-pay for extra work, but excluding coaching and activity assignments
- 13.0 Suspension or Reassignment Due to Mental Incompetence:

The PCHS shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

- 14.0 Arrest Procedures: Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and staff.
- 15.0 Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:
 - a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
 - b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

16.0 Dismissal Procedures

For cases related to unsatisfactory instruction/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction and dismissal.

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For cases not related to unsatisfactory instructional/teaching performances, but rather involving gross, severe and egregious misconduct, PCHS may elect to utilize dismissal procedures subject to and based upon just cause (subject to progressive discipline) and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of PCHS and, if appealed in writing, subject to binding arbitration as defined in the Grievance Article.

Prior to arbitration, the parties may agree to submit the matter to the State Mediation and Conciliation Service.

If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.

Unless extended by the parties or re-negotiated, this section will lapse with the termination of the 2006-2008 agreement.

EXHIBIT J

ARTICLE XI DISCIPLINE & PERSONNEL FILES

1.0 Progressive Discipline

- a. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, understanding that the seriousness or egregiousness of circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained by PCHS
- b. The progressive disciplinary procedure is separated into two categories: 1)
 Pre-disciplinary Action, and 2) Formal Disciplinary Action. Formal disciplinary action shall not be imposed unless proven under the normal "just cause" standard.

2.0 Pre-disciplinary Action

- a. Verbal Warning: Unless the circumstances make progressive discipline unnecessary, PCHS shall first issue a verbal counseling/warning before imposing further pre-disciplinary or formal disciplineary action. Verbal counseling/warnings must be issued within a reasonable time from the date of the occurrence or PCHS became aware of the occurrence. The issuing administrator may provide the unit member with a post-conference summary memorandum (email is acceptable). The post-conference summary memorandum shall not be placed in the unit member's personnel file unless it is attached to a subsequent pre-disciplinary or formal disciplinary document.
- b. Pre-disciplinary Documents Conference Memos, & Letter of Warning, Letters of Reprimand, and a statutory Notice of Unprofessional Conduct and or Notice of Unsatisfactory Performance: Unless the circumstances render it unnecessary, Ppre-disciplinary documents shall not be issued unless the unit member has been verbally warned about the same or similar conduct-within the preceding twelve (12) calendar months. The unit member shall sign the document to acknowledge receipt and have the right to provide a written response, within ten (10) days from the issuance of the document, to be attached to the document before it is placed-in the unit member's personnel file.
- c. Pre-disciplinary documents are not subject to the grievance procedures except when such documents are used as part of a formal disciplinary action or overall Below-Standard Evaluation. In the event of a later formal

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disciplinary action, the document, if challenged should not be deemed valid or established unless and until so proven under the normal "just cause" standard.

- d. Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by PCHS (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.
- 43.0 Formal Disciplinary Action Notices of Unsatisfactory Service or Act, Notices of Unprofessional Conduct, and Suspensions, and Termination: A unit member shall not be subject to formal disciplinary action without having first been subject to pre-disciplinary action due to the same or similar conduct unless the seriousness of the circumstance makes formal discipline appropriate.
 - a. Employees may be formally disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act, Notices of Unprofessional Conduct, and/or suspension from duties without pay for up to fifteen working days, as authorized by Senate Bill 813, or termination. Formal disciplinary action, if sustained, shall be placed in an employee's personnel file permanently, unless mutually agreed to otherwise by the parties and such mutual agreement is permitted by law
 - b. Termination procedures and appeals to termination shall follow those procedures outlined in the Education Code. It is understood by the parties that while Notices of Unprofessional Conduct and Notices of Unsatisfactory Performance are pre-disciplinary documents for the purposes of this Agreement, the issuance of such documents are pre-equisites of the statutory termination procedures. Therefore, such documents are not subject to the grievance procedure and cannot be placed in an employee's personnel file permanently, in accordance with section 3.0, subsections c. and d., above.
 - when any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. A suspension that is appealed by a unit member shall not be considered final until the appeal process is exhausted and a binding conclusion is reached in accordance with this Article. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.

- b. The concept of "progressive discipline," and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.
- cb. A Notice of Unsatisfactory Service or Act, A Notice of Unprofessional Conduct, and/or suspension, and/or dismissal shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension it was issued.
- d. When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
- e. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.
- Prior to the imposition of a Notice of Unsatisfactory Service or Act. a Notice of Unprofessional Conduct, and/or a suspension, or terminationformal disciplinary action, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce to the employee (and representative, if any) the discipline to be imposed and immediately confirm it in writing on the appropriate PCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

- ge. The recipient of such a notice of disciplinary action shall be permitted to file a written statement in response to the Noticenotice, which shall be attached to all copies of the Notice notice retained by the PCHS.
- hf. Notices of Unsatisfactory Service or Act, and Notices of Unprofessional Conduct Notices of Unsatisfactory Service or Act and suspensions are grievable under Article V, except that the pre-arbitration process shall be as described in this section. However, if the discipline imposed includes a suspension without pay, and ilf the employee wishes to obtain review of the decision, a notice of appeal to the office of the Executive Director/Division Head shall be delivered within three five (5) calendar days (as defined in Article V, Section 6.0) of receipt of the form. Within three five (5) calendar days after receipt of the employee's notice of appeal, the Region or Division Superintendent Executive Director (or designee) shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two five (5) calendar days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the PCHSExecutive Director in writing of its intention. Within five (5) days of this notification by UTLA, the Executive Director (or designee) must meet with UTLA (in person or by telephone) to UTLA and the PCHS shall select an arbitrator_in_accordance_with the relevant provisions contained in Article V., and the dispute will then be calendared for expedited arbitration pursuant to Article V, Section 15.0., and the arbitrator selection and arbitration hearing will proceed in accordance with Article V. If at any of the above steps the employee or UTLA does not timely appeal as provided above, the discipline suspension shall be considered final.
- After the PCHS has taken formal disciplinary action againstissued a ig. Notice of Unsatisfactory Service or Act or a Notice of Suspension to an employee, and upon request of the Union representing the employeeUTLA, the PCHS shall furnish the Union UTLA with a copy of any written statements taken of students relating to the matter. The PCHS shall not be permitted to have a student witness testify at an arbitration hearing unless the Union UTLA has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The PCHS shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the PCHS interview. If the interview is not done jointly, the UnionUTLA's interview shall be in the presence of a non-involved person acceptable to both the Union and PCHS representative, who would be authorized to control or terminate the interview in the event of improper

conduct of the interviewer. The <u>third person-PCHS representative</u> would not be expected to testify except as to issues relating to the improper conduct of the interviewer.

Any of the disciplinary measures referred to in "a" above <u>Suspension or termination</u> may be imposed independently of the evaluation procedures of <u>Sections 3.0 through 8.2 of this Article of this Agreement</u>, and <u>in the case of a suspension</u> independently of statutory suspension/dismissal termination proceedings. <u>Such discipline shall not be regarded as a precondition for a statutory suspension/dismissal proceeding.</u> If a statutory <u>suspension or dismissal termination</u> proceeding is filed based in whole or part upon the service or conduct which gave rise to <u>the a formal</u> disciplinary <u>proceeding action</u> under this <u>Section Article</u>, then any grievance arising under this <u>Section Article</u> not yet taken to arbitration, shall be deferred pending resolution of the statutory proceedings.

4.0 Right to Representation

When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action (pre-disciplinary or formal), the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Below Standard" rating.

245.0 Inadequate Service by Substitutes: See Article XXIII for disciplinary procedures governing Substitutes. The site administrator may, for cause, issue to a day-to-day substitute employee a notice of inadequate service. Such a notice shall, absent compelling circumstances, be issued within ten working days after the date(s) of service, with a copy to the employee (either in person or by certified mail to the employee's address of record). Prior to issuance of such a notice, the site administrator shall make a reasonable effort to contact and confer with the substitute regarding the allegations. In addition to the grievance procedure, the employee may attach a written response to the report within ten working days from date received. The written response becomes a permanent part of the record.

3.0 Pre-disciplinary Matters:

 a. Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such

documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.

- b. Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of four years without a recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.
- 5.0 Dismissal/Termination Procedures: Termination and appeals to termination shall follow those procedures outlined in the Education Code.
- 6.0 Paid Administrative Leave Pending Investigation: The parties recognize that PCHS retains the right to place an employee on paid administrative leave and that such placement is not considered disciplinary. The parties also recognize that such placement can be the cause of consternation and embarrassment to the employee. Accordingly, the parties agree to the following principles:
 - a. As soon as practicable, and subject to the possible direction of law enforcement, PCHS will provide a written reason for a in writing the general nature of the allegations that led to the unit member's placement on administrative leave.
 - b. Unit members who have been placed on administrative leave are obligated to avoid any direct or indirect contact with potential witnesses or any other conduct affecting—that could affect the integrity of the investigation, and may be subject to discipline, up to and including termination, for failure to comply with these obligations. This includes any current and/or former employees (except for UTLA-PCHS Chapter Cochairs), students, parents or members of the Board of Trustees.
 - c. A unit member will not be on administrative leave for more than ten (10) workdays without being provided with a written status report stating the reasons for his/her placement and an estimated timeline for closure.
 - d. If PCHS determines that the services of an outside agency/vendor is to be used to conduct the investigation, the selection of such an investigative agency/vendor shall be jointly agreed upon by both PCHS and UTLA-PCHS. PCHS and UTLA will work to create a list of independent investigators appropriate to the circumstances.

- ed. Student, staff, and workplace safety and security shall be the primary factor in determining the length of time for completion of investigations. The parties agree that administrative investigations of employees on paid administrative leave should be completed as quickly as practicable, with a goal of sixty (60) calendar days. The parties recognize that factors such as investigations involving outside law enforcement agencies and/or outside investigative agencies may impact the PCHS goal of achieving completion of administrative investigations within sixty (60) calendar days.
- fe. The HR Department will provide detailed, written updates on the progress of the investigation and include an anticipated timeline for completion every thirty (30) calendar days to the Chapter Chair while the investigation is engoing. If it appears to PCHS that the investigation is likely to exceed the above timeline, the HR Department shall, provide the reasons in writing to the Chapter Chair and upon the Chapter Chair's request, promptly meet with the Chapter Chair to discuss the reasons for the delay.
- gf. Within fifteen (15) calendar days fFollowing the completion of an investigation, PCHS will determine next steps, and notify the employee of the results of the investigation and of any impacts upon their employment status. In the case of an employee who is to be retained in PCHS employment and to the extent practicable, the employee shall be assigned to his/her previous assignment. If the previous assignment is not available or deemed inappropriate or impractical, the employee shall be assigned to a comparable position as the previous assignment position authorized by their credential(s) with due consideration given to the employee's preference.

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- 47.0 Access and Response to Critical Material in Personnel Files: When PCHS receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:
 - a. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the PCHS's receipt of the document. The document shall not be either placed in the personnel file or retained by the PCHS unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
 - b. If the document came from within PCHS personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the

- remainder of the protections required by paragraph a_x, including the notice to the employee, shall be applicable.
- c. Exempt from disclosure to the employee are documents which (1) are references obtained from outside the PCHS or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.
- 8.0 Suspension or Reassignment Due to Mental Incompetence: The PCHS shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.
- 9.0 Arrest Procedures: Whenever an employee is to be arrested at the school site, the site administrator PCHS shall request the police to conduct the arrest at a time and place least visible to the students and staff.
- Procedures Relating to Alleged Child Abuse: When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:
 - a. As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
 - b. Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the principal, the employee, and the parent/guardian.

EXHIBIT K

ARTICLE XII ASSIGNMENTS

1.0 <u>General:</u> This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.

21.0 Uniform Staffing Procedures For All K-12 Schools:

- Creation and Posting Of Matrix: Approximately four weeks prior to the a. day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator Executive Director or designee shall prepare and post a matrix indicating the tentative number of classes (on each track, if multi-track) for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administratoradministration shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible (at or before the end of the track, if applicable), but not later than June 1. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administratoradministration. In any event, however, the time must be utilized by the end of the second week of student instruction.
- b. Requests: Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es), including classes within a department, classes not assigned to specific departments, and alternative classes such as virtual academy (secondary) or track (multi-track) using a teacher preference form or other locally determined method.

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Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

c. <u>Elementary School Assignments</u>: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, assignments to tracks, grade levels and classes shall be made pursuant to the following procedure.

(1) Tracks and Grade Levels:

- (i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track and by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track and by all tracks as a whole, and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site.
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the track and grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track and grade level openings available to permanent teachers on the basis of PCHS seniority. The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.
- (iii) The site administrator shall then assign the non-permanent teachers to all the tracks and to all the grade levels so that the percentage of otherwise qualified non-permanent

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teachers assigned to each track and to all tracks as a whole, and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree.

- (2) <u>Classes:</u> The site administrator shall assign all teachers at these sites to classes.
- (3) Sections 2.1 and 2.2 apply in the circumstances described therein.
- d.c. <u>Secondary School Assignments:</u> For employees in each secondary school and in special education, wherever located, aAssignments to tracks, department and classes shall be made pursuant to the following procedure.

(1) Tracks:

- (i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track, and by all tracks as a whole, shall reasonably approximate the percentage of permanent teachers at the site.
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of PCHS seniority. The

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only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.

- (iii) The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified non-permanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of non-permanent teachers at the site.
- (2)(1) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests or when certification of existing staff necessitates the assignment of a teacher to a different department.

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- (3)(2) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority and educational program needs. Seniority shall be the deciding factor when all factors related to educational program needs are equal. [From 2012-15 TA]
- (4)(3) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein
- e. <u>Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers):</u> If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure)pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.
- f. <u>Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers)</u>: In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the

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assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:

- (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
- (2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.
- g. Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.
- d. Dispute Resolution: In the case of a dispute as to the class assignment of a permanent teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the following dispute resolution procedures:
 - i. Within three (3) work days after the aggrieved employee becomes aware (or should have become aware) of the occurrence of the class assignment(s), the aggrieved employee must request a meeting with the Executive Director/Principal, the applicable department chair, and a UTLA representative to discuss the matter and attempt in good faith to resolve it. The meeting shall be conducted within three (3) work days of the request.
 - ii. In the event the meeting does not result in an agreement to modify the class assignments of the aggrieved employee, the employee, within two (2) work days, may submit the matter to a dispute resolution panel for a final and binding decision.
 - The dispute resolution panel shall be comprised of an administrative designee, a department chair (of an unaffected department) of the aggrieved employee's choice, and a third member chosen by the other two panel members from among other unaffected department chairs and administrative designees.
 - 2. In the event the two panel members cannot agree on a third panel member, the third panel member shall be selected by

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- lot from a group of three (3) unaffected department chairs submitted by the employee and three (3) administrative designees submitted by the Executive Director/Principal.
- 3. The dispute resolution panel shall be selected within two (2) work days of the aggrieved employee's submission of the matter to a dispute resolution panel, and the panel shall render a decision within three (3) work days of being formed.
- 4. The dispute resolution panel review shall be limited to whether the class assignment decision was arbitrary or capricious, and its deliberations and vote/consensus decision shall be confidential.

[From 2012-15 TA, Exhibit 5]

- 21.1 <u>Staffing Procedures After Initial Selection Through The Fifth Week of School-or Track:</u> The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before norm date or the end of the 5th week of school or track (whichever is sooner):
 - The <u>principal Executive Director</u>, or <u>designee</u>, and department or <u>grade</u> level chair working together shall reasonably determine who will fill the opening or vacancy.
 - b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
 - c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.
- 21.2 <u>Staffing Procedures After the Fifth Week of School Norm Day</u>: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary).
- 21.3 <u>Staffing Procedures For Spring Semester Or Subsequent Tracks In Secondary Schools</u>: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.
- 32.0 Department and Grade Level Chairpersons:
- 32.1 Department/grade level chairpersons (and their assistants in multitrack programs who serve when the chairperson is off-track) shall, if the affected employees desire, be elected annually by the employees in the department or

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grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by PCHS (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the The vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions.

- 32.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator Executive Director or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size). [Will this cross reference change?]
- 43.0 <u>Determination of Whether There Shall Be Coordinator or Dean-Positions at School Sites:</u>
 - a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.
 - With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator Executive Director.
 - c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate charter committees or statutory site councils. With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second

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Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROC-ROP), departments large enough to warrant a full time coordinator may have full time coordinators.

- With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.
- d.e. Coordinators, whether appointed (part-time) or elected (full-time), and dean positions, and otherwise out of classroom positions shall be assigned on or before April 15.
- f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A proceed directly to Level 2 of the Grievance Procedure.
- 54.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances:
 - a. The position must be paid on the Preparation Salary Table;
 - b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part-time coordinators shall also follow the selection process in 6.0);
 - c. The position does not involve carrying a rollbook; and
 - d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
 - e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.
- 54.1 <u>Job Description and Eligibility for School-Site</u> Election of Full Time Coordinators and Deans:
 - a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to

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the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.

b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from <u>qualified</u> employees assigned to the school <u>or location</u>, the <u>request for submission of statement of interest may be directed throughout all or part of PCHS the Executive Director (or designee) shall meet with the Chapter Chair to mutually determine a reasonable solution to the lack of interest in the position. Solutions may include, but are not limited to modifying the job description, modifying the compensation provided to the position (free period(s) or stipend), if any, relaxing the eligibility requirements under section c. below, leaving the position vacant, eliminating the position altogether, or opening the position to public applicants. If the position is opened to the public, unit members shall continue to be eligible to apply for the position while it is open.</u>

c. To be an eligible candidate, a teacher must have permanent status, must have received overal "meets standard" performance ratings in his/her most recent two (2) performance evaluations, and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act. Coordinators hired from the public in accordance with section eb. above, they shall be hired on a year-to-year contract and shall not gain any credit towards permanent status.

- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.
- e. Election procedures for coordinators and deans differ, as described below.
- 65.0 Full Time Coordinator Selection Procedure at School Sites:
 - a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.

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b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.

c. Post-Election Procedures:

- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)
- (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school or 72 hours in a multi-track school. The site administrator Executive Director (or designee) and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year.
- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from PCHS/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

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- d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site.

 Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.
 - (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.
 - (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

76.0 Dean Election Procedure at School Sites

- a. The school site administrator shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest.
 - Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.
- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.
- 87.0 Filling Vacancies After Norm Daythe Fifth Week: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester or track, whichever is sooner, the site administrator Executive Director (or designee) shall make an interim appointment to fill the vacancy until the end of the semester or track. Prior to the next semester or track, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester or track. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

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9.0 [Should this section remain in the contract?] Five-Year Out-of-Classroom

Assignment Limitations at School Sites: At school sites, tThere is a fiveyear limit on out-of-classroom assignments such as coordinators and deans,
but excluding librarians, counselors, nurses and personnel paid on the Support
Services Salary Schedule. Also exempt from the five-year rule are (i) employees
whose assignment requires direct instruction to or supervision of students at
least 50% of the time, and (ii) an employee who is named in a continuing
grant and whose compensation is at least 50% funded by that grant.

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- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.
- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

10.0 Five-Year Out-of-Classroom Assignment Limitations at Non- School Sites:

a. Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding nonschool or nonclassroom assignments, except as provided below. The appointing authority should inform all incumbents who will reach the five-year limit by June 30 of the following year, of the fact that their limit is approaching.

The five-year rule for non-school positions does not apply to the following:

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- (1) Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;
- (2) An incumbent named in a grant and whose compensation is a least 50% funded by that grant;
- (3) No other candidate is qualified to fill the position or there are no other applicants for the position. PCHS will be required to publicize all affected positions in the Spotlight or PCHS Memoranda and with information provided by PCHS, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five- year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.
- (4) If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit;
- (5) An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;
- (6) Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities; and
- (7) Any other exceptions if mutually agreed to by UTLA and PCHS.
- b.a. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.
- 418.0 Secondary Counselor Reassignment to Teaching Position: Counselors who are reassigned to a classroom teaching position shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.
- 12.0 Request for Assignment for Unit Members Reporting to Health and Human Services: A request form for unit members reporting the Health and Human Services is included in this Agreement as Appendix C. If a request is not granted, the unit member shall receive written reasons for this action

upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

9.0 Traveling Teachers: Assignment of Traveling Teachers shall be made in the following order:

- Qualified volunteers shall be solicited from the department in need.
- b. Qualified volunteers shall be solicited from other departments.
- c. PCHS will explore reasonable alternatives prior to any involuntary assignments of the non-novice teachers within the department in need. Involuntary assignments shall be made by inverse seniority order and yearly rotation.

9.1 Traveling Teachers

- a. The parties believe that principles of equity and fairness should be used to in differentiating between teachers who are assigned classrooms and those who must travel to more than one classroom. The parties also recognize that rooms may need to be dedicated to particular uses, functions, or departments.
- b. The PCHS administration shall retain the right to make classroom assignments in its sole discretion. Understanding that traveling poses additional challenged, PCHS will attempt to reduce traveling and provide support for traveling teachers. While there can be countervailing factors, seniority is a consideration in determining traveling status.
- c. To support novice teachers (those in their first year of service as a teacher, defined as the equivalent of 130 full time paid days during the period July 1 through June 30) in learning their craft and to assist with retention in the profession, to the extent practicable, novice teachers shall be exempt from being assigned to teach in more than one classroom per day in their first year at PCHS.
- d. After the first two years at PCHS, no unit member shall be required to travel more than two consecutive years, but unit members may volunteer to travel.
- e. To mitigate the impact of traveling, PCHS will dedicate a space on campus for affected staff members to go during their conference periods that will be equipped with computers, phones, printers, and locking storage.
- f. A teacher who travels, on both 1-3-5 and 2-4-6 days will receive a stipend of \$800 per semester (i.e. \$1,600 for the year if the teachers travels both semesters), to cover unique costs related to the assignment, and a teacher who travels, on either 1-3-5 or 2-4-6 days will receive a stipend of \$400 per semester (i.e. \$800 for the year if the teachers travels both semesters), to cover unique costs related to the assignment.
- a.g. The assignment of rooms at PCHS and this Section 8.0 shall not be grievable, but in the event a traveling teacher makes a request of PCHS administration for clarification regarding his/her traveling status, a meeting

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of the parties (affected teacher, administrator, department chair(s), UTLA representative) shall be called within a reasonable time of the request. The parties shall meet to discuss and review the matter, and take into account any additional information for consideration. Following the meeting, a written reason for the administration's decision regarding the assignment will be provided. The reason is not grievable. [From July 1, 2005 to June 30, 2007 TA, Section 15 and May 20, 2009 MOU, and 2014-2015 agreement; may need to move this section to Article XV]

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EXHIBIT L

UTLA Proposal July 13, 2023

ARTICLE XIV

- 1.0 Leave and Absence Defined: A leave is an authorized absence from active service granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee's service would have otherwise been terminated. All other employees, except for those excluded in Section 2.0 below may qualify for absences but not leaves. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and PCHS retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves the term "shall" is used and PCHS has no discretion as to whether the leave is to be granted to a qualified employee.
 - 1.1 Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for PCHS-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave/Absence are eligible for PCHS-paid benefits provided they are otherwise eligible for such benefits as provided in Section 21.8 of this Articleto ensure compliance with the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA"). Also, employees in unpaid status may arrange for continuance of benefits through COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to unannualized (pay as you work). Such changes may result in employees having been paid salary for which they are not eligible based on service provided. To avoid this, employees may request that their assignment basis be changed in advance of the start of the school year.
- 2.0 General Eligibility Provisions: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves.
- 3.0 Rights Upon Return: Any employee returning from the leaves listed in this Article shall possess return rights consistent with legal requirements.⁴
- 4.0 Restrictions: An unpaid leave or absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in this Article. No employee shall be eligible for a permissive leave from the School who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in Section 11.0, 15.0 and 19.0. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Principal & Chief Academic Officer

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^{*} In the event PCHS ever becomes the employer for any future charter schools located elsewhere, returning employees may be transferred if such a transfer would have been made had the employee been on duty. Such return rights are limited to those limitations expressed in Section 3.0 of the LAUSD-UTLA Leaves article.

UTLA Proposal July 13, 2023

("PCAO") Executive Director or designee ("Designee") may, in his or her sole discretion, grant a waiver from this limit, for one semester. No leave of absence or combination thereof will be granted that will cause or allow an employee to maintain seniority while on leave for more than 39 consecutive months. [From 2012-15 TA, Exhibit 7]

- 5.0 The deadline for leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.
- 6.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for 20 working days or less due to routine illness, must make every reasonable effort to notify the PCAO or Designee School not later than 6:30 a.m. on the day of absence and notify the school or section to which assigned not later than 30 minutes before the schedule begins on the day of absence. When the absence is to be for one day only, employees may, when reporting the absence to the school, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid. An employee who intends to be absent for 4 working days or more must fill out the Leave Request form and have it approved prior to taking the leave. Notification requirements for an approved family care and medical leave shall be in accordance with legal requirements.

7.0 Cancellation of Leave: A request by an employee for cancellation of a leave or for cancellation of a request for a leave shall be granted unless an employee other than a day-to-day substitute has been assigned to fill the employee's position. Exceptions may be made in the sole discretion of the School. The appropriate required credential or permit held at the time the leave was granted must be maintained, or the leave terminates and the employee is subject to termination. The employee shall be so notified.

8.0 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the School, the employee must notify the PCAO's Office School of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. In the case of an early return from family care and medical leave, if the employee informs PCHS of a desire for early return PCHS will, if feasible, return the employee to service within two working days after the employee notifies PCHS of the request to return.

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- 8.1 Return from Leave Medical Review Committee: An employee not approved to return from a leave by the School's designated physician may appeal to a Medical Review Committee. The committee shall be comprised of a School designated physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the School and UTLA. A majority decision by the Medical Review Committee shall be final and binding.
- 9.0 Bereavement (Paid): An employee is entitled to a paid leave/absence from the School, not to exceed three days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. If travel of 300 miles or greater is required and if requested, an additional two days shall be granted. The immediate family is defined as the following relatives of the employee:
 - a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
 - b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
 - c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
 - d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
 - e. Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse)
 - f. Brother
 - g. Sister
 - h. Any relative living in the employee's immediate household
- 10.0 Pregnancy and Related Disability (Paid and Unpaid):
 - 10.1 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and

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- recovery there from, she shall be permitted to utilize her illness absence under this Article.
- 10.2 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.
- 10.3 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. PCHS forms for such certifications, and application forms, shall be available at the Human Resources Office.
- 11.0 Child Care Leave (Paid and/or Unpaid): With regard to Child Care leave, PCHS shall adhere to the California Education Code EDC § 44977.5, subject to the following:

An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave, together with any renewal thereof, shall not exceed the equivalent of four semesters in duration.

11.1 Definition: Child Care leave (also referred to as "baby-bonding" or "bonding leave") refers to leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child by the employee. Child Care leave runs concurrently with FMLA/CFRA leave time. A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester (or equivalent period of time in a year-round school, e.g., July 1-December 31 and January 1-June 30) in which the childcare leave commenced. The combined pregnancy leave and childcare leave shall not exceed two semesters. As an exception that the childcare leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

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11.2 Eligibility: Eligibility will be limited to bargaining unit members with permanent or probationary status. Application may be submitted at any time but must be on file in the Human Resources Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the School to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

11.3 Paid Leave:

- a. As provided below, eligible employees may take up to twelve (12) weeks of paid Child Care leave during the first year following the birth or placement of a child with the parent through adoption or foster care.
- b. Eligible employees are entitled to take one 12-workweek period of paid Child Care leave during any 12-month period.
- c. Employees may use their available full pay illness leave for up to the twelve (12) weeks of the Child Care leave. If full pay illness leave is exhausted, employees may use half-pay up to the remainder of the twelve (12) weeks. If half-pay is exhausted, or if the leave extends beyond the twelve (12) weeks, the Child Care leave shall be unpaid.
- d. Child Care does not have to be taken in one continuous period of time. The minimum duration of the leave shall be two (2) weeks. In order to provide for continuity and stability of instruction, an employee using intermittent Child Care leave must return to active service for a minimum of two (2) weeks before utilizing additional paid Child Care leave. Exceptions may be made at the sole discretion of the Executive Director based on compelling personal circumstances.
- e. A workweek is a week in which the employee is normally scheduled to work.

11.4 Unpaid Leave:

- a. Employees may take unpaid child care leave if paid leave is not available or if the 12-week leave entitlement extends beyond the employee's allocation of paid leave.
- b. Child Care leave combined with pregnancy leave may not exceed two (2) semesters.
- 12.0 Illness (Paid): An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

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> Subject to the contractual restrictions related to substitute employees, 12.1 each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in a certificated assignment except for Auxiliary Teacher, Replacement Teacher, an assignment for which a lump-sum payment is or could be received. An employee shall be granted a leave of absence for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

All active full-time certificated bargaining unit members shall receive ten (10) days of paid sick leave (for illness or injury) per year, to be provided on July 1 of the school year. Bargaining unit employees shall accrue such sick leave on a prorated basis. [From January 13, 2005 MOU] However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.

An employee shall be granted a leave of absence for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member

or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness

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absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full and half-pay illness absence days.

- 12.3 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) shall receive credit for full-pay illness absence hours up to ten days (pro-rated for those employed for less than a full school year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.
- 12.4 An exception to the "active employee" requirement of Sections 12.2-1 and 12.3-2 will be made upon request once in each employee's career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee's annual assignment basis due to illness, provided the following conditions are met:
 - a. The employee holds probationary or permanent status.
 - b. The employee did not carry over any full pay illness hours from the previous year.
 - c. The employee has on file an illness leave request satisfying the requirements of this Article.
- 12.5 If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to PCHS the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.
- 12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit-Extended illness/injury leave days shall not be cumulative from year to year. IFFrom January 13, 2005 MOU
- 12.7 When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.31.

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Pay for absence shall not be made in increments of less than .3 hours (18 minutes).

- 12.8 An employee who is absent shall be required to certify the reason for absence. Also, the School shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.
- 12.9 An employee absent from duty for any illness, injury, or other disability for more than 5-4 consecutive working days shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child completed by the attending physician or a statement from the attending physician on letterhead attached to a PCHS Form shall be signed by the employee.

Employees who have used ten or more sick days due to illness, injury, or other disability during the school year, upon being absent for more than 2 or more consecutive days, or if misuse of sick leave is suspected, shall be required to submit either the Certification/Request of Absence for Illness, Family Illness, New Child completed by the attending physician or a statement from the attending physician on letterhead attached to a PCHS Form shall be signed by the employee, upon being absent for more than 3 consecutive days. An employee absent for more than 20 consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

- 12.10 If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 12 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.
- 12.11 Upon resignation from LAUSD or, in the case of a non-LAUSD teacher, upon hire from a prior school district employer, all banked illness leave will be transferred to PCHS. [From January 13, 2005 MOU]
- 13.0 Industrial Injury or Illness Paid: An employee who is absent from PCHS service because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are being received under the worker's compensation laws, shall be entitled to a paid absence or leave under the following conditions:

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- a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.
- b. Allowable paid leave/absence shall not be accumulated from year to year.
- c. An employee absent under this section shall be paid such portion of the salary due for any school month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full normal salary. For substitutes and limited term employees, full normal salary shall be computed so that it shall not be less than the employee's average weekly earnings as utilized in Section 4453 of the Labor Code. For purposes of this section the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.
- Each employee who has received a work-related injury or illness which e. requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the School. This written report must be submitted to the immediate administrator within two working days after occurrence if the employee is physically able to do so. The site administrator shall, as a result of an investigation, complete the Employer's Report of Occupational Injury or Illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a physician who is on PCHS's Emergency Medical Panel. When the employee files the report of injury or illness, the site administrator shall notify the UTLA Chapter Chairperson of the reported injury unless the employee requests that the matter not be so disclosed. Also, if the employee reports or alleges that the injury arose out of an act of violence, the administrator shall report the incident to the School Police.
- f. If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination;

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and (4) applied in writing to the School for such an extension, using a PCHS form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the School has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the carrier. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the physician. An employee may be required during the extended period to be evaluated by a School designated physician at any time.

- g. Employees covered under Section f. shall have the right to be transferred to the next appropriate opening available in the same or adjacent geographic region.
- 13.1 Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.
- 13.2 An employee absent under this section shall remain within the State of California unless the School authorizes the travel outside the State.
- 14.0 Personal Necessity Leaves or Absence (Paid): Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:
 - Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 9.0 of this Article);
 - b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 9.0 of this Article is required;
 - c. Serious illness of a member of the employee's immediate family:
 - Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
 - e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);

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- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable contract section:
 - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
 - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School; and
 - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- i. Conference or convention attendance pursuant to this Article;
- Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;
- I. Up to four hours of paid personal necessity leave and up to thirty six (36) additional hours of accrued vacation or unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.
- 14.1 The following limits and conditions are placed upon allowing a personal necessity absence:

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- a. Except as in I., above, and (1), below, the total number of days allowed in one school year for personal necessity absence shall not exceed six days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in the relevant contract provisions regarding substitute employees, three days per school year for a day-to-day substitute employee.
 - (1) If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six additional days shall be allowed in any calendar year (to total 12 maximum days see b below) for probationary, permanent, or provisional contract employees. However, this provision does not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave, regardless of whether or not the employee receives sick leave compensation during that leave.
- b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.
- c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
- d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.
- 14.2 Every employee shall be entitled to use three (3) days of their annual personal necessity leave allotment during each school year, for personal reasons. This leave provision is not cumulative.
 - a. Personal leave may be used for any purpose which the employee deems sufficiently important.
 - b. An employee shall notify the Executive Director at least four (4) days in advance of taking such leave.
 - c. An employee's notification of personal leave may include a request for additional days of unpaid personal leave, to be taken in conjunction with the one (1), two (2), or three (3) days of personal leave. The Executive

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<u>Director may, in his or her sole discretion, grant the personal leave</u> extension.

14.0 Personal Necessity Leaves or Absence (Paid): A unit member shall be granted a paid Personal Necessity Leave, for any purpose the unit member deems sufficiently important, subject to the following:

a. The unit member must provide their supervisor with written notification of such leave at least four (4) workdays in advance of the absence.

b. Personal Necessity Leaves in which the unit member provides fewer than four (4) days' advance notice will only be valid if the absence is due to unforeseen circumstances that the unit member could not reasonably anticipate. In such circumstances, PCHS may require the unit member to provide reasonable proof, documentation, and/or an explanation as to why their need to take Personal Necessity Leave was unforeseen, could not be anticipated, and resulted in the unit member being unable to provide the School with at least four (4) days' notice. Failure by the unit member to provide such adequate proof, documentation, and/or explanation may result in the School denying authorization of payment for the leave.

c. The days shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the unit member has available. The usage of half-pay illness leave is not allowed.

d. The total number of days allowed in one school year for paid Personal Necessity Leave shall not exceed four (4) days per school year for a probationary, permanent or provisional contract employee, or subject to the restrictions specified in the relevant contract provisions regarding substitute employees.

- 15.0 Personal Leave (Unpaid): An unpaid leave shall be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to PCHS, including but not limited to the following:
 - a. To be with a member of the immediate family who is ill (see Section 9 of this Article for the definition of the immediate family);
 - b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to PCHS. <u>Unit members are eligible for leave for a second 52 calendar week period provided that the number of unit members on this specific leave of absence may not exceed five percent (5%); [From 2012-15 TA, Exhibit 7]</u>
 - c. To rest, subject to the approval of the employee's physician;

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- d. To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Paragraphs a, c and d above are not subject to these deadlines.
- 16.0 Government Order Leaves (Commissions, Military, Witness, and Jury Service)
 - 16.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.
 - 16.2 An appropriate military leave/absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.
 - 16.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.
 - 16.4 Paid jury duty leave will be provided upon request. Unit members may be asked to voluntarily request postponement of jury duty to lessen unusal negative impact on instructional program (i.e., jury duty in last month of a semester or first month of a semester). [From July 1, 2005 to June 30, 2007 TA, Section 6]
- 17.0 Conference and Convention Attendance: A paid leave may, in the discretion of PCHS and upon the recommendation of the PCAO or Designee, be granted for attendance at conferences and conventions sponsored by professional

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instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the conditions noted below. PCHS shall consult with UTLA regarding these matters.

- a. Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of PCHS;
- Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;
- c. The attendance must not result in unnecessary duplication of participation by PCHS personnel;
- d. The attendance must not necessitate the reimbursement of any expenses by PCHS to the employee; and
- e. A written or oral report of the conference may be requested by the appropriate administrator.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section 14.0 of this Article.

- 18.0 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with School need. Such an employee will be paid as specified in Article XIXXXIII. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Applications must be on file in the Personnel office by April 15 for the fall semester and November 15 for the spring semester.
- Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, ilf a complimentary partner one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by administrator Executive Director. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Exceptions to the "half of each working day" requirement, may be made in special circumstances. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human

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Resources office by April 15 for the fall semester and by November 15 for the spring semester.

19.1 Half-Time Assignment:

- a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive PCHS paid health benefits pro-rated to the hours of paid service provided the employee contributes the balance of the full cost-pursuant to Article XVI, Section 3.0 c.
- 20.0 Reduced Workload Leave: A reduced workload leave shall be granted annually to a permanent full-time employee, serving in pre-kindergarten through grade 12, to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:
 - a. The employee shall submit a request annually to the PCHS Personnel Department Human Resources Office prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.
 - b. The employee has reached age 55 prior to the school year during which the leave is effective.
 - c. The employee was assigned full-time in a certificated position with PCHS for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.
 - d. An assignment and schedule satisfactory to both the employee and PCHS is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year. A

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complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the site administrator Executive Director. In the case of non-classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. If the employee is assigned on other than the "C" basis, the The leave shall be the equivalent of one-half of the number of hours of service required by the employee's current assignment basis. Exceptions to the above work schedules may be made in special circumstances. In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.

- e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.
- f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.
- 20.1 Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, PCHS shall maintain the employee's Health and Welfare benefits for eligible employees for the school year. This reduced workload leave is granted pursuant to Education Code Sections 22713 and 44922.
- 20.2 The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement under Section 16.0 of Article XIVArticle XV, Salaries & Stipends, and shall qualify for regular health/welfare benefits under Article XVI, Health and Welfare.
- 21.0 Disability Leave or Absence: An unpaid disability leave or absence will be granted on request to a probationary or permanent employee who has been awarded State Teachers' Retirement Disability benefits for up to 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first, subject to the following conditions:
 - a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

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- b. If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to a PCHS Medical Adviser. If the return is approved by the PCHS Medical Adviser the employee will be returned to active service. An employee not approved to return by the PCHS Medical Adviser may appeal to Medical Review Committee under 8.1 of this article.
- c. A substitute or temporary employee who receives disability benefits shall be deemed unavailable for service, while receiving such benefits, for up to 39 months unless a separation from service is requested by the employee.
- d. As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan.
- 22.0 Family Care and Medical Leave/Absence: PCHS shall maintain a current policy for and ensure compliance with the California Family Rights Act ("CFRA") and Family Medical Leave Act ("FMLA")
 - 22.1 Restrictions: In the event that parents who are both PCHS employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.
- 23.0 Unit members who do not utilize any leave during a semester shall receive a stipend of \$250. Unit members who utilize two or fewer days of any leave during a semester shall receive a stipend of \$150. [From July 1, 2005 to June 30, 2007 TA. Section 6]

EXHIBIT M

ARTICLE XVII PROFESSIONAL DEVELOPMENT

- 1.0 Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of PCHS. At its best, professional development and continued learning is grounded in the instructional goals and programs of PCHS and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by the Central Districtan administrator, a Local District bargaining unit member, or the local schoola contracted vendor/agency -- should seek to achieve the following goals, as applicable:
 - Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and PCHS mandates, standards, initiatives and/or priorities;
 - b. Be appropriately responsive to the site's_School's needs assessment and/or evaluations of similar programs offered in the past;
 - Deepen –and –broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
 - Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
 - Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
 - d. Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
 - e. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

- 2.0 Banked Time for Professional Development: The difference between the annual minimum instructional minutes required and the annual instructional minutes in the contractual instructional day shall be banked and may be used for professional development. Banked hours for professional development may be calendared as all student minimum days, non-student days or during zero or 7th period. This provision is subject to the following: See Article IX, Section 3.1, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are intended to facilitate professional development in grades 1-12 and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):
- a. Professional development "banked" time programs and activities shall be scheduled for Tuesdays throughout PCHS;
- b. Effective July 1, 2005 in elementary schools, grades 1-5/6 and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
- e. Effective July 1, 2005 in secondary schools, grades 6/7-12, such Such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated. Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
 - d.a. The number of annual minimum instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher's minimum daily on-site obligation;
 - e.b. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
 - f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);
 - g-c. Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time; and professional

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> development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and

f. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction).
which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to PCHS. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by PCHS, acting through the site administrator, the local District or the Central officeExecutive Director.

The scheduling of banked professional development shall be incorporated into the development of the annual calendar in accordance with section 11.0, Article IX.

- 3.0 Professional Development Faculty Input: In order to ensure effective input from UTLA and certificated staff in the development and implementation of PCHS's staff development programs, administrators shall work collaboratively with department chairs to identify school-wide and department specific interests and needs, to identify resources, to schedule professional development, and to develop procedures for the assessment of professional development programs. Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of PCHS's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent Executive Director or designee regarding the development and implementation of PCHS's professional development programs. The PDAC composition and responsibilities shall be as follows:
- Each party may appoint up to eight (8)three (3) members to the PDAC for the purpose of representing each local district. In addition. Among the appointed members, there shall be one member designated by the Superintendent Executive Director and one designated by the UTLA PresidentChapter Chair(s) to serve as Co-Chairs of the Committee. The Superintendent's Executive Director's designee shall serve as Chair of the Committee.
- The Committee shall have the following responsibilities in its role as advisor to the Superintendent <u>Executive Director</u> or designee:
- Review, evaluate and provide recommendations concerning any current or proposed PCHS-initiated professional development programs and activities;

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- Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
- iii. Review and provide recommendations concerning the professional development calendar for the year.
- iv. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of HOUSSE certification under the requirements of the No Child Left Behind statute.
- v. Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.
- a. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:
- Professional development shall be grounded in data and the instructional goals, pedagogy and programs of PCHS and the school.
- ii. The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.
- iii. The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.
- iv. The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional—development according to research—and—evidence-based practices that—will—be most effective for each school and will enhance student achievement.
- b. The PDAC shall agree on the maximum number of UTLA and PCHS representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:
- i. In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
- ii. Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.
- PDAC meetings shall be held during the regular workday and the participants will be provided with substitute coverage, if necessary. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.

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- 4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by PCHS, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.
- 5.0 <u>Common Planning for Middle Schools:</u> The PCHS and UTLA agree to use the State-recommended text (currently "Taking Center Stage: A Commitment to Standards Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in PCHS. Common Planning is to be provided when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.

[NOTE: This new section replaces the previous section 3.6 of Article IX.]

6.0 Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with PCHS on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development. The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

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EXHIBIT N

PCHS Proposal July 20, 2023

ARTICLE XVIII CLASS SIZE

18.1 PCHS shall maintain class size, as follows:

- 18.1.1 Academic & Elective classes 38 average, 40 maximum.
- 18.1.2 PCHS will make reasonable efforts to have lower class sizes in English and Math.
- 18.1.3 Independent Study ?? 35 average.
- 18.1.4 Online classes Virtual Academy ?? 60 average. See sideletter agreement (APPENDIX ??)
- 18.1.5 Alternative Education Pali Academy ?? 38 average, 40 maximum 35 average.
- 18.1.6 Physical Education 5955 average, 55-65 maximum

18.2 Definitions:

- 18.2.1 "Academic classes" are those in English Language Arts, Math, Social Studies, Science, and Foreign Language.
- 18.2.2 "Elective classes" are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

18.3 Procedure When Class Sizes Are Exceeded:

For purposes of this section class sizes shall be based on the class sizes in place at the end of the third week of each semester. If the maximum class size is exceeded, there shall be a conference between the affected teacher, the Chapter Chair (or designee) and the Assistant Principal. Through this dialogue, options will be discussed to offer ameliorating measures, e.g., lower class sizes in other classes, instructional aide support, additional curricular support materials, additional compensation, and other ideas which may come into the discussion.

EXHIBIT O

ARTICLE XIX SUMMER SCHOOL

INTERVENTION/EXTENDED LEARNING PROGRAM SESSIONS

- 1.0 General: Applicants must initially apply to one site and, if not selected at that school, must be available for all schools in that geographic area. For voluntary and mandatory student summer session (intervention)/multitrack school intersession (intervention) and/or Extended Learning Program purposes, elementary, secondary and Special Education schools are considered to be a part of the geographic area in which they are located. For Designated Instructional Services (DIS) Programs, the program office shall be considered the school for application and assignment. PCHS maintains complete discretion as to whether Summer School, Extended Learning Program, and/or Designated Instructional Services (DIS) Programs are offered, in which case this Article determines the criteria for applying and being selected for an assignment.
 - a. Applicants may apply for only one subject field and/or program.
 - b. Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.
 - c. 50% Rule for priority: An applicant who was paid in a status other than substitute for 50% or more of the hours that the mandatory or voluntary student summer school/multitrack school intersession and/or extended learning program was in session, shall be considered to have taught for the purpose of determining priority rating.
 - d. Multitrack year-round school teachers shall not be permitted to serve in the single track school's regular K-12 summer school or extended learning session program, but may serve during intersession programs in a multitrack school. (See Section 10.0 of this Article.)
 - e.d. Employees whose basic assignment is limited to Adult Education shall be eligible solely for assignment in Adult Education summer session.
 - f.e. Each applicant shall be notified in writing as to assignment (or non-assignment) to a summer session.
- 2.0 <u>Eligibility</u>: Teaching Experience: <u>Except for elementary teachers applying for all intervention/Extended Learning Programs, at <u>At</u> time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a</u>

summer session or multitrack school intersession teacher in the subject field for which they apply. "Subject fields "shall, for purposes of this Article, be as reasonably designated by PCHS; e.g., Math and Advanced Math have been designated as separate subject fields, as have Physical Science and Biological Science.

- a. Elementary school teachers applying for intervention and Extended Learning Programs, please see 13.0 below.
- b. An employee -who -is -on -leave from PCHS for the semester prior to the summer session is not eligible for assignment.
- c. An applicant who has received, within the most recent two school years immediately preceding the summer session assignment, an overall evaluation <u>orof</u> less than "meets or exceeds" or a Notice of Unsatisfactory Service or Act, shall not be assigned to a <u>school summer session</u> <u>assignment except as a last resort (i.e., no other eligible applicant) without the consent of the principal or program coordinator.</u>
- 3.0 <u>Selection Secondary Schools First Round: Voluntary Summer School</u>: Not less than ten working days prior to the deadline date for summer session applications, PCHS shall establish and distribute to unit members, a list of schools for each geographic area showing the specific courses and/or Special Education programs that are planned to be offered at each school (listed by subject field), along with instructions on how to apply for a summer assignment.
 - a. Employees shall be selected at each school on the basis of priority and seniority as follows:
 - (1) Priority:
 - (i) Priority One Regular classroom teachers who have taught the course(s) within the past six semesters and who taught less than 50% of the time during the previous session or who did not teach summer school previous year.
 - (ii) Priority Two Regular classroom teachers who have taught the course(s) within the past six semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who have taught the course(s) within the past six semesters.
 - (iii) Priority Three All other eligible applicants including nonclassroom teachers.

(2) Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school—than—there—are positions—available, PCHS seniority shall determine the selection. Ties in PCHS seniority shall be broken under the provisions of Article XI, Section 6.2Article XIII, Section 5.0.

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- b. Priority 1 applicants shall be assigned before Priority 2 applicants, and Priority 2 applicants shall be assigned before Priority 3 applicants.
- c. Priority 3 applicants shall be assigned to a geographic area pool. The applications of those not selected at the school to which they applied shall be forwarded to the appropriate geographic area pool for possible future assignment in priority and seniority order, pursuant to 5.0 below.
- 4.0 <u>Selection Secondary Second and Third Round: Voluntary Summer School:</u> If any school is not completely staffed after the above process is completed due to a lack of eligible applicants to that school, unassigned applicants from the geographic area pools shall be assigned to the remaining vacant positions based upon teaching experience, priority, and seniority as described above.
 - a. If vacancies remain after the second round, applicants from adjoining geographic areas shall be offered assignment, using the adjoining geographic area's priority/seniority lists. Refusal of an assignment in the third round shall not make the employee ineligible in the original geographic area should subsequent openings occur.
- 5.0 <u>Selection Elementary Schools, All Rounds: Summer School:</u> Please see 13.0 below.
- 6.0 <u>Displacements</u>: Where and when a voluntary or mandatory summer school session site becomes over-teachered on or before norm date<u>In the event of low enrollment</u>, teachers shall be <u>displaced_released_within</u> a program or subject field based on PCHS seniority within the priority categories, beginning with the lowest priority. Additionally, in elementary schools, the criteria referenced in 13.0 will be considered. Applications of teachers so displaced shall be forwarded to the appropriate geographic area pool for assignment to openings based upon priority and seniority in any of the summer school/intervention programs for which they are authorized to teach.
 - a. When a site is deleted, those who had been assigned to that site will be placed in the appropriate geographic area pool and given preference within their priority category for assignment to vacancies in other

schools in that geographic area in any of the summer school/intervention programs for which they are authorized to teach.

7.0 Salary: Summer session and multitrack school intersession teachers who are paid on a pay period rate during the regular school year shall be paid at a rate equal to 1.09224 times their scheduled hourly rate as subject to the compensation restoration formulas set forth in appendix F and Article XIV, Section 1.0. unless otherwise stated in 13.0 below.

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- a. Employees assigned to full-time (6 or 8 hour) positions, such as extended school year program and development centers, shall be paid at their regular hourly rates.
- b. Those who during the regular school year are paid on an hourly rate (e.g., Adult Education teachers) shall continue on that hourly rate if working in an Adult Education summer session.
- For payroll computation purposes only, basic assignment hours (i.e., 4, 5 or 6 hours) are not to affect or reduce the actual hours of service and duties as required in Section 8.0 or 13.0 of this article.
- Employees shall be paid only for the actual days/hours of the summer session or multitrack year-round school intersession assignment.

 Holidays that fall within the summer session shall be unassigned and unpaid days/hours unless the employee is paid for the holiday as part of the regular basic assignment, e.g., Martin Luther King, Jr. Day.
- 8.0 Hours and Duties: Summer session/intersession teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a four-hour day). They shall remain on site and/or available to students for at least ten minutes after dismissal of their last class. Summer session/intersession teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned.

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- 9.0 <u>Selection Special Education Schools and Special Day Classes</u>: First Round: All of the above provisions of this Article shall apply to the Special Education Extended-School-Year classes or DIS (itinerant) programs to be augmented as follows:
 - a. Continuity factor (1) An applicant (whether permanent or (probationary) whose regular students (excluding RSP students) are anticipated (based upon student applications) to comprise 50% or more of the extended class shall receive the assignment; (2) if no teacher can qualify under the 50% factor, then next preference shall be to the most senior

applicant whose regular students (excluding RSP students) are anticipated to comprise 33% or more of the class. If more than one teacher applicant in a departmentalized program qualifies under the above continuity guidelines, selection shall be based upon recency and seniority as provided above.

- b. If openings remain, they shall be filled pursuant to Sections 3.0, 4.0, and 13.0, above. When Extended-School-Year assignments are made the Resource Specialist Program and Learning Handicapped Special Day Class Program shall be considered the same subject field for purposes of recency.
- c. Rather than using PCHS pools, unassigned applicants from DIS (itinerant) programs shall be assigned from Special Education pools based on the program office location, utilizing teacher experience, priority, and seniority as described above.

10.0 <u>Voluntary Intersession - Multitrack Secondary Schools</u>: Priority for assignment of applicants to intersession programs in multitrack schools shall be given to teachers currently assigned to that school. If more applicants apply than there are positions at the school, employees shall be selected for the assignments on the basis of priority and seniority as in 3.0 above.

- a. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, PCHS seniority shall determine the selection. Ties in PCHS shall be broken under the provisions of Article XI, Section 6.2. The remaining applicants shall be eligible for assignment as described under Section 13.0, Priority Five below. The posting and notice requirements of Section 3.0 and Sections 7.0 Salary and 8.0 Hours, Duties shall apply to intersession.
- 11.0 Special Grievance Provision: Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article V within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of summer session, or multitrack intersession, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time-line of Article V.
- 12.0 <u>Summer Session Adult Education</u>: Summer Session assignment in the Division of Adult and Career Education shall generally be governed by the foregoing provisions of this Article. However, the following exceptions shall apply: All references to "employees" in this Article are applicable to "personnel" as that term is used throughout Article XXI and in particular Section 1.1 thereof.

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- b. Section 2.0a contains a reference to "permanent or probationary status" which does not apply to the Division.
- c. References to area or regional organization are not applicable to the Division. Summer session assignments are a local site function. Qualified applicants from priority categories one, two, three, and four are to be processed at the local site; and the remaining unassigned applicants shall be referred to the Division Office for assignment to unfilled vacancies at other locations by priority, subject matter and longevity.
- (1) Priority One Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did not teach the last summer session.
- (2) Priority Two Those teachers whose sole regular LAUSD assignment is with DACE and who have taught the course at least one semester/trimester in the past three years and did teach the last summer session.
- (3) Priority Three All other eligible LAUSD applicants.
- (4) Priority Four All other eligible applicants.
- d. Rather than "seniority" the Division utilizes a system of division longevity as defined in Article XXI, Section 4.7, b.
- e. The provisions of Section 6.0 shall cease to be in effect when instruction commences; thereafter the class size minimums of Article XXI shall apply.
- f. Compensation for Division summer session shall be the hourly rate as indicated in Section 7.0 c.
- g. In place of Section 8.0, the maximum weekly summer session assignment in the Division shall be twenty hours per week. However, combination assignments and assignments limited to funding under other sources such as ROC/ROP, GISP or ABE will have a thirty hour per week maximum. Any exception to the above limitations may only be made with the approval of the Division Superintendent under compelling circumstances.
- h. Substitute provisions for the Division (as provided in Article XXI) shall apply to summer session.

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i. Sections 9.0 and 10.0 of this Article are not applicable to the Division.

13.0 Elementary School: Intervention/Extended Learning Programs:
Intervention/Extended Learning Programs assignments in grades K-8 (but does not include the Middle School Summer School or Multitrack Middle School Intersession Program) shall generally be governed by the foregoing provisions of this Article, however, the following shall also apply:

a. Selection:

- (1) Priority One Permanent teacher at the local site in the affected grades/subject fields with appropriate authorization and extensive training in the grade/subject field as evidenced by:
- (i) Special credential and/or certificate or Board Permit or
- (ii) Successful completion of specialized training and
- (iii) Necessary qualifications to teach English Language Learners, Special Ed., etc.
- (2) Priority Two Same as above with experience in any other grades/subject field
- (3) Priority Three Same as above with basic training in grades/subject field and in affected grades
- (4) Priority Four Same as above with basic training in other than the affected grades/subject field
- (5) Priority Five Permanent teacher in same priority order as above (#1 #4) but at other locations A Local District-wide list of such employees who would be willing to work at another location will be established. All teachers with the appropriate qualifications within each of the above categories will be selected in seniority order.
- (6) Priority Six Retiree with appropriate credentials, authorization and training
- (7) Priority Seven Probationary teachers by seniority at the local site
- (8) Priority Eight Emergency Permit teachers by contract date at the local site
- b. Seniority: If there are more eligible applicants within each priority to teach a specific course at any one school than there are positions available, PCHS seniority, on a rotational basis, shall determine the selection. An applicant who taught in the program during the previous session shall not be eligible for service until all teachers in the priority grouping who did not teach the

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c. Compensation: Teachers who participate in such Extended Learning Programs shall be compensated on X basis (10thly hourly rate). The summer school rate (Z basis at 10thly hourly rate + a differential factor of 1.09224) will be used only if the following conditions exist:

- (1) Class size in the affected grades are at or higher than PCHS class norm for summer school/multitrack school intersession.
- (2) Student instructional hours are a minimum of ** four hours per day and the length of time which will make them eligible for class credit. (** Established length of time for summer school/multitrack year-round school intersession is six weeks, however, the year-round school intersession may be broken up into two week or three week blocks of time for a total of six weeks.)
- 13.1 <u>Mandatory Student Summer Session/Multitrack Intersession</u> <u>Elementary</u>: For Weeks 1-6 teachers who participate shall be compensated at the summer school rate (i.e., Z basis at 10thly hourly rate + differential factor of 1.09224) for four hours of instructional time per day.
- a. For weeks 5 and 6 teachers who participate will receive an additional hour per day at X-basis for a total of 10 hours.
- For year-round schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.
- 13.2 <u>Mandatory Student Summer School/Multitrack School Intersession/Intervention Selection Elementary</u>: All conditions for selection described above shall apply in addition to the following: Single track calendar sites with less than the specified number of eligible students will be combined within local District and treated as a single, local site.
- a. Staffing for local District center sites (sites housing students from several sites) will be determined by the local District center principal using the above selection process (i.e. local District centers will be treated as single site).

14.0 Secondary School: Intervention/Extended Learning Programs

- a. Selection: refer to section 3.0 above.
- b. Compensation: Teachers who participate in such mandatory Intervention classes shall be compensated in the following manner:

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- (1) For Weeks 1-6 Teachers will be compensated at the summer school rate (i.e., Z-Basis at 10thly hourly rate + differential factor of 1.09224) for 4 hours of instructional time per day.
- (2) For Weeks 5 & 6 Teachers will receive an additional hour per day at X-basis for a total of 20 hours (i.e., auxiliary).

NOTE: For Year Round Schools, the number of weeks and or hours per day may vary, however, the number of auxiliary hours may not exceed a total of 10 hours per session.

15.0 For any training required of these programs, the teacher will be compensated at X-bases (10thly hourly rate)the professional development rate.

EXHIBIT P

ARTICLE XXV TERM OF AGREEMENT AND RE-NEGOTIATION

- 1.0 This Agreement shall be for a term of three (3) years (2023-2024 through 2025-2026) and shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2026 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be no reopener negotiations for the 2024-2025 and 2025-2026 school years, except as follows: In the event that PCHS receives additional state or federal funds that are unanticipated and are therefore not reflected in the Board-adopted budgets for 2024-2025 and 2025-26, and the funds can lawfully be expended on employee compensation (e.g. no supplement not supplant restrictions), reopener negotiations may be initiated at the request of either party. The subject of such negotiations shall be limited to off-schedule bonus payments.
- 2.0 As needed and upon either party's request, a "roundtable" discussion shall be scheduled between School Administration and the Chapter Council for the purpose of communicating and resolving ongoing issues of concern. This meeting shall be held during regular working hours.
- 3.0 <u>Negotiations for Successor Agreement</u>: Negotiations for a successor agreement shall commence at the request of either party at any time after April 1, 2026.

EXHIBIT Q

Pali Period Wednesday Schedule (Proposed)

Period 0	7:30 AM	8:23 AM	53 min
Period 1/2	8:30 AM	9:57 AM	87 min
Nutrition	9:57 AM	10:17 AM	20 min
Period 3/4	10:24 AM	11:51 AM	87 min
Pali Period	11:58 PM	12:38 PM	40 min
Lunch	12:38 PM	1:12 PM	34 min
Period 5/6	1:19 PM	2:46 PM	87 min
Period 7	2:53 PM	3:48 PM	55 min

EXHIBIT R

SIDE LETTER OF AGREEMENT Between PCHS and UTLA-PCHS

Virtual Academy

To provide students with an alternative learning program, PCHS will offer students an independent study program that is supported by credentialed teaching staff. The Virtual Academy (VA) is available for qualified students for this purpose.

VA Coordinator

A VA Coordinator will be identified to lead the VA program.

The VA Coordinator shall be provided with coordinator periods and/or additional compensation based on the number of students that they are responsible for. As part of 1) the annual matrix process and, 2) adjustment period between semesters, PCHS shall project the number of VA students and finalize the number of coordinator periods needed for the following semester, in accordance with the following:

# of Coordinator Periods Projected	Maximum # of Students ("soft cap")	Allowable Overflow ("hard cap")	Additional Compensation
1 period	75	76-100	\$500/semester
2 periods	150	151-175	\$500/semester
3 periods	225	226-250	\$500/semester
4 periods	300	301-325	\$500/semester

Once made, these projections are final and may not be changed until the next projection/adjustment periods, as specified above.

Duties and Responsibilities

- Report weekly Attendance for all VA students checking all intervention sheets, daily engagement, and assignment completion in each class
- Communicate with students and families regarding weekly intervention as well as including outreach and informational meetings (4 Information meetings with families per year and 2 VA orientations Aug/Jan and mini orientations for late students throughout the first two months of each semester)
- Communicate with families resolving VA teacher/student/family issues
- Attend Curriculum Council and LTSP meetings as representative of VA program
- Assist with identifying VA faculty and provide feedback about teacher engagement
- Training new VA teachers
- Coordinate with VA faculty including facilitating VA faculty meetings
- Assist VA faculty to identify and support VA students who need intervention

- Assist with coordinating English, Math, Science, Physical Fitness state testing for VA students
- Provide information/data for reports involving the VA program
- Be available during each VA Coordinator period for VA tasks
- Assist in SPED SDC scheduling, VA Teacher communication, and SDC teacher communication
- Assist in Residential Treatment, PHP, and IOP meetings, scheduling, and test proctoring
- Stay current on mental health issues and needs of Virtual Academy population
- Collaborate with administration and school attorney on current legal Independent Study procedures and California State Ed Codes, crafting revised Master Agreements, presenting them to the Board for approval
- Ensuring each family correctly fills out and signs Master Agreement, keeping each student's files organized for auditing and storing for five years. Participating in the auditing process.
- Stay abreast of NCAA, iNACOL, and DEAC regulations and policies
- Create and submit Virtual Academy Budget
- Communicate with families daily regarding labs, seminars, available rooms, and all school related activities such as bell schedule activity changes, Class meetings, including but not limited to graduation and senior activities
- Enroll and disenroll students in the current online system and perform any needed admin roles
- Research online distance learning programs and stay abreast of programs that would best meet PCHS' standards while remaining compliant to UC a-g, NCAA, and State standards to present to VA staff
- Work closely with counselors for scheduling, four-year plans, and course choices

Staffing/Teaching

To determine staffing needs for the VA program, the following timeframe is suggested:

- February-April Student Interest Form
- March-April Share potential openings with department chairs

The VA Coordinator and Administration will be involved in the selection of VA teachers.

The selection of teachers for VA assignments shall be made in accordance with the matrix provisions of Article XII — ASSIGNMENTS, of the collective bargaining agreement.

Expectations of VA Teachers

- Credentialed in subject matter
- Weekly reporting for attendance, grades/feedback, and intervention to be shared with coordinator
- Posting updates and assignments weekly on LMS

- When communicating with students and families, copy coordinator and counselor
- Any student falling behind must be individually contacted weekly by email, phone and/or in person
- Attend department meetings
- Attend VA faculty meetings
- Be available during each VA period for VA tasks including, but not limited to, availability in the classroom and synchronously online
- Proctor assessments (including state tests when necessary)
- Provide pacing plan for each course every semester
- Supplement curriculum as necessary to align with PCHS PLCs
- Facilitate academic seminars with face time at least once a week for all Courses.
 This may include intervention and/or tutoring
- Attend at least 1 PLC in VA subject matter
- Provide a syllabus for each class that includes but is not limited to class expectations, grading, late and make-up work policies, and teacher contact information

Courses and Curriculum

The VA Coordinator and Administration will recommend and select the platform to be used for VA courses with sufficient time for budget considerations.

A credentialed teacher shall be identified to provide instruction, monitor progress, and support students in the VA program for academic core classes in English, Math, Science, History, and World Language. If an AP class is offered, the instructor must meet College Board requirements as well.

For each VA period that a VA teacher is assigned, with the exception of PE, Health, VAPA, and other elective classes, addressed below, there shall be a ratio not to exceed 35 students:1 teacher. In each assigned VA period, the VA teacher may be assigned up to 3 different courses. If VA enrollment makes it necessary, PCHS may exceed the 35:1 ratio by up to an additional 8 students maximum. In such circumstances, the VA teacher shall be compensated with an additional \$350 for each assigned period in which the 35:1 ratio is exceeded. Eligibility for such additional compensation shall be based on the average of the enrollment numbers at the P1 and P2 grading periods. If the number of courses assigned to a VA teacher in an assigned period exceeds 3, then the VA teacher will be compensated an additional \$1000 per semester for each additional course. For the purposes of this section, AP, Honors and College Prep, and off-track classes shall be considered as separate courses if they are distinct courses in the platform.

For PE, Health, VAPA, and elective classes that do not require lesson planning, there shall be a ratio not to exceed 75 students:1 teacher, per assigned VA period. The 3 course maximum above shall not apply to these VA periods, but the VA teacher should be assigned the least number of courses possible to achieve this ratio. If VA enrollment makes it necessary, PCHS may exceed the 75:1 ratio by up to an additional 15 students maximum. In such circumstances, the VA teacher shall be compensated with an

additional \$350 per semester for each assigned period in which the 75:1 ratio is exceeded. Eligibility for such additional compensation shall be based on enrollment numbers at the P1 and P2 grading periods, whichever is higher.

Students may be scheduled in any class in any period on the students' schedule.

Term of Agreement

This side letter will go into effect upon ratification by the parties, and expire on June 30, 2026, unless mutually extended by the parties.

<u>Authorized Signatures</u> :	
Date: August, 2023	Date: August, 2023
UTLA Representative	PCHS Representative

Coversheet

2023-2024 Budget Update

Section: VIII. Finance

Item: A. 2023-2024 Budget Update

Purpose: FYI

Submitted by:

Related Material: 2023-24 Budget Update.pdf

2023-2024 BUDGET UPDATE

AUGUST 22, 2023

Key Assumptions used in the 2023-24 PCHS Budget Proposal

ADA (Average Daily Attendance): 2,805

- Assumes enrollment of 3,000.
- Assumes 93.5% attendance rate

Unduplicated Pupil Count: 791

- We are projecting this to remain flat.
- This number impacts our supplemental funding (20% more revenue per unduplicated student)

OPEB Funding: \$790k

• We are funding the amount our actuary recommended. This is year #3 of our 20-year funding schedule.

COLA, Contribution Rates, etc.

Using the amounts recommended by the Department of Finance for COLA, STRS, PERS, unemployment insurance, Mandate Block Grant, etc.

One-Time Discretionary Funds

- Not included. Once more detail is released, we will account for it during Budget Revision.
- This includes the remaining balance(s) of the Learning Recovery Emergency Grant and Arts, Music & Instructional Materials Grant. Also includes the Kitchen Infrastructure Grant which we were just approved for.

Vendor Increases

- General Liability/Worker's Comp: -4.9%
- Health & Welfare Benefits (SISC): varies by plan, but the average is 8.1%
- Transportation: 3.8%
- Security, Janitorial: 6%
- Food Service: 5.5%

Powered by BoardOnTrack 19

23-24 Budget Recap: Key Highlights

Instructional Materials (IMA), Textbooks & Furniture:

Fully funded all IMA, textbook and furniture requests

New Position:

Includes a Special Education Coordinator

Equipment & Technology:

- oIncludes a \$1.66 Million infrastructure upgrades (\$1.09 Million eRate project, \$350k Audio/Visual modernization, and investments in security camera refreshes, IDF Fiber, etc.
- Set aside \$300k for future tech projects and \$100k for future capital/facilities projects

Reductions:

- OReduced General legal by -40%
- Reduced subscriptions by -5.5%

2023-24 Budget Update: Topline Summary

	2022-23 Adopted Budget June 2022	2022-23 Estimated Actuals 5/30/23	2023-2024 Adopted Budget 6/5/23	2023-2024 Budget Update 8/22/23
Total Revenues	41,627,952	45,798,006	43,678,477	43,678,477
Total Expenses	40,446,619	43,132,964	41,855,132	41,888,397
Net Balance (Financial Statement)	1,181,333	2,375,656	1,823,345	1,790,080

While the ending balance seems very favorable, this does not include the Impact of bargaining.

2023-24 Budget Update

Subscriptions: Increased by \$12,265

- Swapped Nearpod for Peardeck (\$6k impact)
- ONow included e-Hall Pass (\$4.5k)
- Math subscriptions were not fully accounted for (\$1,765)

Consulting Services

Additional \$21k for 1:1 device distribution (4-5 people @ 8 hrs daily x 3 weeks)

Changes coming in September 2023

- Impact of UTLA bargaining (certificated salaries & benefits)
- Discussion on IXL subscription (only budgeted \$12,656 but actual cost is \$30k)
- Discussion on Albert IO (not budgeted, but there is now an ask for this subscription)
- Reduction of PowerSchool subscription expense (overstated in approved budget)

APPENDIX

2023-24 LCFF Funding Factors

Grade Span	TK	K-3	4-6	7-8	9-12
2022-23 Base Grant per ADA	\$9,166	\$9,166	\$9,304	\$9,580	\$11,102
8.22% COLA	\$753	\$753	\$765	\$787	\$913
2023-24 Base Grant per ADA	\$9,919	\$9,919	\$10,069	\$10,367	\$12,015
GSA	\$1,032	\$1,032	_	_	\$312
TK Add-on (inclusive of COLA)	\$3,044	_	_	-	_
2023-24 Adjusted Base Grant per ADA	\$13,995	\$10,951	\$10,069	\$10,367	\$12,327
20% Supplemental Grant per ADA ¹	_	\$2,190	\$2,014	\$2,073	\$2,465
65% Concentration Grant per ADA ²	_	\$7,118	\$6,545	\$6,739	\$8,013

¹Maximum amount per ADA—to arrive at LEA's grant amount, multiply adjusted base grant per ADA by 20% and UPP

²Maximum amount per ADA—to arrive at LEA's grant amount, multiply adjusted base grant per ADA by 65% and UPP above 55%

SSC Financial Projection Dartboard

	Planning Factors												
		2022-23	2023-24	2024-25	2025-26	2026-27							
DOF Planning COLA		6.56%	8.22%	3.94%	3.29%	3.19%							
California CPI ¹		5.71%	3.54%	3.02%	2.64%	2.89%							
CalSTRS ² Employer Rate		19.10%	19.10%	19.10%	19.10%	19.10%							
CalPERS ³ Employer Rate		25.37%	26.68%	27.70%	28.30%	28.70%							
California Lattory	Unrestricted per ADA	\$170	\$170	\$170	\$170	\$170							
California Lottery	Restricted per ADA	\$67	\$67	\$67	\$67	\$67							
Mandate Block Grant	Grades K-8 per ADA	\$34.94	\$37.81	\$39.30	\$40.59	\$41.88							
(District) ⁴	Grades 9-12 per ADA	\$67.31	\$72.84	\$75.71	\$78.20	\$80.69							
Mandate Block Grant	Grades K-8 per ADA	\$18.34	\$19.85	\$20.63	\$21.31	\$21.99							
(Charter)	Grades 9-12 per ADA	\$50.98	\$55.17	\$57.34	\$59.23	\$61.12							

¹Consumer Price Index (CPI), ²California State Teachers' Retirement System, ³California Public Employees' Retirement System ⁴COE Mandate Block Grant: \$37.81 per ADA grades K-8; \$72.84 per ADA grades 9-12; \$1.27 per ADA; \$1.27 per unit of countywide ADA

ADA		2021-2022 Unaudited Actuals	2022-2023 Adopted Budget, Board Approved June 2022	2022-2023 First Interim Projections, 10/31/2022	2022-2023 2nd	d Interim Upda	tes, 1/31/2023	2022-2023	2022-2023	2023-	2023-2024 Adopted Budget		% of Budget Received/ Spent	Comments
	Obj	T 4.1	T . 1	T . 1	** *** 1	D. C. C.	T . 1	Actuals to	Estimated Actuals,	***	D. C. L.	T . 1		
A. Revenues	Code	Total	Total	Total	Unrestricted	Restricted	Total	Date 3/31/23	5/27/23	Unrestricted	Restricted	Total		\$ 12,008,00
LCFF/Revenue Limit Sources														\$ 12,008.00
State Aid	8011	9,565,088	15,555,226	15,711,395	15,527,375		15,527,375	9,343,668	14,545,518	16,191,849		16,191,849	60%	ADA estimate at 2805 for 23/24 FY
State Aid	8011	9,303,088	13,333,220	13,/11,393	13,327,373		13,327,373	9,343,008	14,545,516	10,191,049		10,191,049	0070	ADA estimate at 2805 for 23/24 FT
Education Protection Act	8012	11,131,516	8,577,654	9,002,858	8,890,202		8,890,202	7,069,280	9,630,885	10,932,076		10,932,076	80%	alloations)
State Aid (Prior Years)	8019	222,181	-	-	255,699		255,699	634,798	-			-	248%	
In Lieu of Propety Tax	8096	8,804,627	8,695,667	8,860,476	8,749,602		8,749,602	7,311,281	9,254,786	9,316,331		9,316,331	84%	calculated at \$3,321.33/ADA per LAUSD RSA
Total, LCFF/Revenue Limit Resources		29,723,412	32,828,547	33,574,729	33,422,878	1	33,422,878	24,359,027	33,431,189	36,440,256	-	36,440,256	73%	
Federal Revenues														
Special Education - IDEA	8181	833,673	802,782	684,202		675,640	675,640	554,929	680,735		685,262	685,262		\$244.30/ADA + 8.22% COLA
Child Nutrition - Federal	8220	623,026	475,000	50,585		278,436	278,436	82,276	278,436		200,000	200,000	30%	Based on current cafeteria sales
Other Federal		-		-			-							
Title I	8290	270,113	300,583	270,695		277,895	277,895	149,810	277,955		300,803	300,803		22-23 + 8.22% COLA
Title II	8290	56,270	59,695	55,335		56,243	56,243	43,910	56,068		60,677	60,677		22-23 + 8.22% COLA
Title III - English Learners (4203)	8290	3,128	4,112	4,112		2,836	2,836	3,128	2,836		3,069	3,069		22-23 + 8.22% COLA
Title III - Immigrant (4201)	8290					4,759	4,759	1,190	4,759		5,150	5,150		22-23 + 8.22% COLA
Title IV	8290	22,209	23,175	21,316		21,323	21,323	10,662	21,799		23,591	23,591		22-23 + 8.22% COLA
Perkins	8290	37,861	37,634	37,634		37,634	37,634	10,107	37,634		40,728	40,728	27%	
Dept of Rehab	8290	1,562	10,000	10,000		10,000	10,000		10,000			-	0%	
Child Nutrition - Supply Chain (5466)	8220 8290	74,219 472,831		-			-				-	-		
ELC COVID Testing Award ESSR I (COVID-19 Grant)	8290	4/2,831	-	-			-					-		
ESSR I (COVID-19 Grant) ESSR II (COVID-19 Grant)	8290	867,501	-	-			-					-		
ESSR III (COVID-19 Grant) (3213)	8290	- 307,301	947,833	947,833		947,833	947,833	434,116	580.825				46%	
ESSER III - Learning Loss (3214)	8290		747,033	747,033		-	747,033	434,110	300,023			_	4070	projected to defer revenue
Expanded Learning Opportunity (ELO): ESSER II (3216)	8290					302,419	302,419	137,342	302,419			_	45%	recognizing total allocation
Expanded Learning Opportunity (ELO): GEER II (3217)	8290					-	-	69,408	69,408			-		projected to defer revenue
Expanded Learning Opportunity (ELO): ESSER III (3218)	8290					197,142	197,142	164,102	197,142			_	83%	recognizing total allocation
Expanded Learning Opportunity (ELO): ESSER III State (3219)	8290					-	_	84,960	84,960			_		projected to defer revenue
American Rescue Plan - Homeless Children & Foster Youth (5634)	8290					1,368	1,368	1,368	1,368			_		
Learning Loss & Mitigation (CRF)	8290	-	-	-		, , ,	-	, , ,	, , , ,			-		
Learning Loss & Mitigation (GEER)	8290	107,643	-				-					-		
Total, Federal Resources		3,370,058	2,660,815	3,434,669	-	2,813,528	2,813,528	1,747,308	2,606,344	-	1,319,279	1,319,279	62%	
Other State Revenues														
Child Nutrition - State	8520	39,005	36,890	479,464	141.60	590,875	590,875	195,371	590,875	154 555	400,000	400,000		Based on current cafeteria sales, state reimbursing on state side for universal meals
Mandated Cost Reimbursement	8550	139,084	143,764	142,591	141,692		141,692	141,692	141,692	154,752		154,752		\$50.98/ADA
State Lottery (Non Prop 20)	8560 8560	516,980 229,990	459,660 183,300	475,490 187,399	469,540	185,054	469,540 185,054	417,609 112,315	473,700 186,693	476,850	187,935	476,850 187,935		higher per ADA rate (\$170.00/ADA)
State Lottery (Prop 20) CTE	8590	187,163	270,374	316,321		316,321	185,054 316,321	316,321	316,321		328,096	328,096		higher per ADA rate (\$67.00/ADA) includes carryover from 21/22 FY
Student ID/CAHSEE	8590	2,400	10,000	10,000	10,000	310,321	10,000	2,524	10,000	-	328,096	328,096	25%	
In-Person Instruction Grant	8590	63,946	10,000	483,340	10,000	483,340	483,340	483,340	483,340			-		Per CDE 8/19/21- \$915,651 allocation, spent \$368K in 20/21
Expanded Learning Opportunities Grant	8590	119,222	-	463,340		705,570	463,340	705,570	-105,570				100/0	first allocation received in 20/21, part of beginning balance
Child Nutrition - Kitchen Infrastructure Upgrade	8590	27,000	-	_			-					-		part of seguring summer
A-G Completion Grant: Access/Success	8590	62,636	645,524	140,502		140,502	140,502	140,502	140,502			_	100%	Expanding A-G courses, part of restricted beginning balance
A-G Completion Grant: Learning Loss/Mitigation	8590	421,507	2.0,024	20,879		20,879	20,879	20,879	20,879			-		Expanding A-G courses, part of restricted beginning balance
CAL NEW: Ethnic Studies Block Grant	8590	76,392		-		,	-	,	,			-	1	part of restricted beginning balance
Educator Effectiveness	8590	425,181	375,181	106,295		106,295	106,295	106,295	106,295			_	100%	Initial \$405k was received in Dec 2021 and lives in the beginning balance. Revenue to recognize as expenses are spent
Arts, Music & Instructional Materials Block Grant (6762)	8590	-		-		925,636	925,636	925,363	1,845,367			-		Recognize allocation - unspent revenue part of restricted ending fund balance (per cde)
Learning Recovery Emergency Block Grant (7435)	8590	-		_		922,684	922,684	922,684	922,684			-		Recognize allocation - unspent revenue part of restricted ending fund balance (per cde)
Total, State Revenues		2,310,506	2,124,693	2,362,281	621,232	3,691,586	4,312,818	3,784,895	5,238,348	631,602	916,031	1,547,633	88%	

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ADA		2021-2022 Unaudited Actuals	2022-2023 Adopted Budget, Board Approved June 2022	2022-2023 First Interim Projections, 10/31/2022	2022-2023 2n	d Interim Upda	tes, 1/31/2023	2022-2023	2022-2023	2023-			% of Budget Received/ Spent	Comments
	Obj							Actuals to	Estimated Actuals,					
	Code	Total	Total	Total	Unrestricted	Restricted	Total	Date 3/31/23	5/27/23	Unrestricted	Restricted	Total		
Other Local Revenues														
Special Education - AB602	8311	2,366,050	2,272,897	2,737,480		2,703,225	2,703,225	1,981,083	2,704,604		2,745,310	2,745,310		\$978.72 + 8.22% COLA
Food Service Sales	8634 8650	82,628 823,914	90,000	90,000	1 021 000	53,546	53,546	39,843 673,750	53,546 921,000	077,000	50,000	50,000 976,000		Based on current sales as of January 2023
Leases & Rentals Interest	8660	823,914	80,000	1,021,000 80,000	1,021,000		1,021,000 142,233	119,916	159,888	976,000 150,000		150,000	66% 84%	
LAUSD SpEd Option 3 Grant	8679	184,290	100,000	100,000	142,233	100,000	100,000	119,910	100,000	130,000	-	130,000	0%	
Fundraising	8699	580,614	450,000	450,000	450,000	100,000	450,000	373,183	450,000	450,000	_	450,000	83%	inglier receipt from SEEL A
LAUSD SpEd Option 3 Learning Recovery Grant	8699	-	,	133,087		133,087	133,087	,	133,087	-	-	-		ONLY for 22-23
General Fund Contribution (unaudited only)	8980	282,705		-		,	-		,			-		
Total, Other Local Revenues		4,405,057	4,013,897	4,611,567	1,613,233	2,989,858	4,603,091	3,187,775	4,522,125	1,576,000	2,795,310	4,371,310	69%	
Total Revenues	\vdash	39,809,033	41,627,952	43,983,246	35,657,343	9,494,972	45,152,315	33,079,005	45,798,006	38,647,858	5,030,619	43,678,477	73%	
D. Evnanditures	\vdash												-	
B. Expenditures Certificated Salaries	\vdash													
Teachers' Salaries-Full-Time	1110	13,174,980	13,269,603	13,269,603	11,569,469	1,700,134	13,269,603	9,794,955	13,059,940	11,569,469	1,700,134	13,269,603	74%	
Teachers Salaries-Librarian	1130	140,298	139,024	139,024	134,024	1,700,154	134,024	101,501	134,024	134,024	1,700,134	134,024	76%	
Teachers' Salaries-Substitute	1160	562,895	320,000	395,000	395,000		395,000	285,949	395,000	395,000		395,000	72%	
Cert Pupil Supp Sal-Counselors	1210	941,232	942,528	942,528	942,528		942,528	600,168	900,252	942,528		942,528	64%	Includes additional hours for counseling staff
Cert Administrators	1310	994,628	1,052,786	1,052,786	909,644	143,142	1,052,786	734,415	1,052,786	909,644	143,142	1,052,786	70%	2022-23 Cert Admin salaries now includes a Certicated HR Director.
Other Support/Step& Column Impact	1330	-	122,624	122,624	122,624		122,624		122,624	128,755		128,755	0%	
Auxilaries/Periods/Net	1930	-	-	-			-					-		Approximately \$770k of auxilairies are included in FT Certificated Salaries
FTEs Increase/Decrease		-	(37,000)	(134,370)	(134,370)		(134,370)		(134,370)			-		Decreased Ed Tech Coordinator for 22-23
Impact of Tentative UTLA Agreement		-	-	945,728 966,984	945,728 964,267,57		945,728 964,268		945,728	129,000		129,000	0%	
Certificated Off-Schedule Pay ESSER II/III funded certificated time		-		900,984	904,207.37		904,208		964,268				076	
ELO Related Certificated Time	1110		336,000	336,000		336,000	336,000		336,000	98,000		98,000	0%	Estimated additional PD expense for 2022-23 (ELO)
Total, Certificated Salaries		15,814,033	16,145,565	18,035,906	15,848,914	2,179,276	18,028,190	11,516,988	17,776,252	,	1,843,276	16,149,696	64%	
,		, , , , , , , , , , , , , , , , , , ,		, ,		- ´								
Classified Salaries														
Instruct Aide	2110	756,331	946,773	1,013,047		913,047	913,047	539,309	863,047	-	913,047	913,047	59%	
Maint/Operations	2210	142,680	144,544	154,662	209,662		209,662	154,282	209,662	209,662		209,662	74%	
Classified Administrators	2310	377,461	295,790	316,495	316,495		316,495	343,777	458,369	458,369		458,369	109%	Shifted HR Director from Classified Admin to Certificated Admin Salaries for 2022-23
Cler Tech Office Staff Sal-FT	2410	1,864,896	1,939,897	2,075,689	1,995,689		1,995,689	1,276,090	1,914,135	1,914,135		1,914,135	64%	
														Includes additionl hours for summer: free/reduced outreach, orientation & Universal meal
Food Services	2430	60,568	52,781	56,476		60,476	60,476	47,221	62,476	-	62,000	62,000	78%	implementation Accounts for 2 clerical subs per day (6 hrs) - attendance/absenteeism outreach. Added
Cler Tech Off Staff Sal-Sub	2460	60,154	75,000	85,000		60,000	60,000	39,723	52,000	-	60,000	60,000	66%	\$10k for library textbook support & distribution.
Other Classified	2920	1,055,664	1,051,644	1,118,259	1,018,259	100,000	1,118,259	816,124	1,118,259	1,018,259	100,000	1,118,259	73%	
Math Paraprofessionals	2920	304,498	230,063	246,783		166,783	166,783	113,756	166,783	-	166,783	166,783	68%	
Positions/Hours		-	(108,085)	(253,404)	(253,404)		(253,404)		(253,404)	-		-		
Classified Retro		-	-	356,229	340,761		340,761		340,761			-		
Classified Additional Time	2020	-	-	-			=					-		
ELO Related Classified Time Total, Classified Salaries	2920	4,622,252	4,628,407	5,169,236	3,627,462	1,300,306	4,927,768	3,330,281	4,932,087	3,600,425	1,301,830	4,902,255	68%	
i otal, Ciassincu Sălăi les	\vdash	7,022,232	7,040,407	3,107,230	3,027,402	1,500,500	7,721,108	3,330,401	7,732,007	3,000,423	1,501,050	7,702,233	00 /0	
Employee Benefits														
State Teachers Retirement System (STRS),														STRS Employer contribution rate increases from 16.92% (2021-22) to 19.1% (2022-23).
Certificated Positions	3111	2,510,489	3,083,803	3,444,858	2,841,143	416,242	3,257,384	1,928,021	2,892,032	2,732,526	352,066	3,084,592	59%	Remains at 19.10% for 2023-24
State Teachers Retirement System (STRS),														
Classified Positions	3112	-	-	29,824	59,824		59,824	30,565	45,847	59,824	-	59,824	51%	
Public Employees Retirement System (PERS),	,,,,		_	50.00	00.626		00.727	50.705	70.045	70.045	_	70.045	(50)	
Certificated Positions Public Employees Retirement System (PERS),	3211	-	-	50,626	80,626		80,626	52,697	79,045	79,045	-	79,045	65%	
Classified Positions	3212	853,712	1,174,227	1,311,435	830,287	329,888	1,160,175	610,679	916,018	960,593	347,328	1,307,922	53%	PERS employer contribution rate increases from 22.91% (2021-22) to 25.37% (2022- 23). Increased to 26.68% for 2023-24.
OASDI. Certificated Positions	3311	23,917	23,278	1,511,755	33,263	323,000	33,263	21,854	32,781	33,263	541,520	33,263	66%	
OASDI, Classifed Positions	3312	281,364	286,961	320,493	224,903	80,619	305,522	192,097	298,146	223,226	80,713	303,940	63%	
Medicare, Cert Positions	3331	228,397	234,111	261,521	229,809	31,600	261,409	165,022	252,533	207,443	26,728	234,171	63%	

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ADA		2021-2022 Unaudited Actuals	2022-2023 Adopted Budget, Board Approved June 2022	2022-2023 First Interim Projections, 10/31/2022	2022-2023 2nd	d Interim Upda	tes, 1/31/2023	2022-2023	2022-2023	2023-	2024 Adopted	Budget	% of Budget Received/ Spent	, Comments
	Obj Code	Total	Total	Total	Unrestricted	Restricted	Total	Actuals to Date 3/31/23	Estimated Actuals, 5/27/23	Unrestricted	Restricted	Total		
Medicare, Class Positions	3332	66,108	67,112	74,954	52,598	18.854	71,453	49,391	74,087	52,206	18.877	71,083	69%	
Hlth & Wlfr Benefits, Cert	3411	2,324,282	2,538,722	2,491,423	2,233,185	258,238	2,491,423	1,794,067	2,392,089	2,411,840	295,897	2,707,737		Rate increase of approx. 8.1% effective Oct 2023
Hlth & Wlfr Benefits, Class	3412	1,151,884	1,269,575	1,230,875	901,875	329,000	1,230,875	828,265	1,104,353	974,025	355,320	1,329,345		Rate increase of approx. 8.1% effective Oct 2023
State Unemploy Insur, Cert Pos	3511	71,953	80,728	90,180	79,245	10,896	90,141	46,489	74,733	7,153	922	8,075	52%	Rate returns to 0.050% by state of CA (compared to 0.50% in 22-23)
State Unemploy Insur, Clas Pos	3512	31,386	23,142	25,846	18,137	6,502	24,639	19,924	28,639	1,800	651	2,451		Rate returns to 0.050% by state of CA (compared to 0.50% in 22-23)
Worker Comp Insur, Cert Pos	3611	159,795	174,611	174,611	174,611		174,611	115,169	174,611	143,460	-	143,460		Slight reduction versus 2022-24.
Worker Comp Insur, Class Pos	3612	68,482	74,833	74,833	74,833		74,833	49,358	74,833	61,483	-	61,483		Slight reduction versus 2022-24.
Lifetime Retiree Benefits, Cert	3911	383,171	553,000	553,000	553,000		553,000	409,654	553,000	553,000	-	553,000		must fund at this level per actuary & LAUSD recommendation
Lifetime Retiree Benefits, Class Total, Employee Benefits	3912	124,123 8.279.062	237,000 9.821,102	237,000 10,371,478	237,000 8.624.339	1,481,838	237,000 10,106,177	95,537 6,408,791	237,000 9,229,745	237,000 8.737,889	1,478,501	237,000 10,216,390	63%	must fund at this level per actuary & LAUSD recommendation
Total, Employee Benefits		8,2/9,062	9,821,102	10,3/1,4/8	8,624,339	1,481,838	10,106,177	6,408,791	9,229,745	8,/3/,889	1,4/8,501	10,216,390	63%	-
Supplies														
Textbooks	4100	27,938	403,286	405,887		425,000	425,000	396,350	399,721	75,725	9,520	85,245	93%	23-24 textbook budget reflects all department requests
Instructional Materials	4300	222,708	276,346	282,761		250,000	250,000	164,454	220,000	15,725	270,848	270,848		23-24 IMA budget reflects all department requests
Instructional Materials - CTE	4300	147,512	270,374	270,374		270,374	270,374	83,595	270,374		184,405	184,405	31%	CTE Expenses
Office (Tech) Supplies	4350	70,739	128,050	128,050	86,350	11,700	98,050	20,047	98,050	142,305	11,000	153,305	20%	
Other Supplies	4390	62,862	55,000	55,000	48,000	7,000	55,000	32,702	65,300	63,000	7,000	70,000	59%	
Non-Capitalized Equipment	4400	388,182	718,701	718,701	718,701	254,548	973,249	763,317	973,249	530,136	116,742	646,878		Includes \$300k of non-cap for future tech projects in 2024-25 and beyond
Food Service Supplies	4700	252,422	219,977	219,977		312,319	312,319	227,190	350,000		231,897	231,897		Increase in number of meals served, resulting in increased food service supplies needed.
Total, Supplies		1,172,363	2,071,734	2,080,750	853,051	1,530,941	2,383,992	1,687,655	2,376,695	811,165	831,412	1,642,578	71%	
Complete														
Services Mileage & Car Allowances	5210	3,247	4,000	4.000	4,000		4,000	2,252	2,000	2,000	1.000	3,000	560/	reduced mileage
Travel and Conferences	5220	40,298	200,000	200,000	30,000	100,000	130,000	71.498	100,000	50,000	80,000	130,000		Reduced Conference budget by \$80K based on amount of conferences attended
		.,,,,,,	,	,	,		,	. ,	,					8/22/23: Added \$14k of subscription expenses - swapped NearPod for Peardeck (\$6k), Added e-Hall pass (\$4.5k), Minitab & Math subscriptions were slightly higher than
Dues and Memberships/Subscriptions	5310	436,366	548,854	548,854	524,706	24,148	548,854	566,012	570,000	524,618	27,240	551,858	103%	
Insurance	5400	407,998	436,718	436,718	436,718		436,718	440,778	445,718	443,820		443,820	101%	-
Operations & Housekeeping Supplies	5510	170,661	183,475	183,475	193,475	5,000	198,475	204,472	224,472	251,700	-	251,700	103%	
Utilities	5520 5610	556,370 414,814	430,000 377,673	430,000 377,673	430,000 371,673	6,000	430,000 377,673	309,550 290,344	430,000 377,673	445,222 338,500	_	445,222 338,500	72% 77%	
Rentals/Leases/Repairs Transportation	5811/ 5812	297,194	450,000	450,000	302,900	147,100	450,000	387,558	459,100	310,306	167,700	478,006		Board approved transportation allocation.
Oth Contracted Services	5800	40,127	37,062	37,062	37,062	147,100	37,062	15.279	29,954	38,298	167,700	38,298	41%	
STRS Int & Penalties	5803	1,752	1,200	1,200	1,200		1,200	372	1,200	1,200		1,200	31%	
			, i				, i		ĺ í					Increased contracted services by \$21,000 to assist with distribution of 1,650 student
Contracted Services	5810	3,327,469	3,083,144	3,401,144	1,761,947	1,710,197	3,472,144	2,862,236	4,188,626	1,863,095	2,180,046	4,043,140	82%	
Legal, Audit, & Election Costs	5821	373,689	420,944	442,944	259,944	223,000	482,944	258,237	345,409	123,367	262,891	386,258	53%	
Advertisement	5831 5840	1,650	1,500	1,500	1,500		1,500	-	1,200	1,500	-	1,500	0%	
Computer/Technlgy Related Serv Conslt/Ind Contractors(NonEmp)	5850	7,200 47,555	18,000 56,000	18,000 56,000	18,000 206,000		18,000 206,000	140,164	18,000 236,743	18,900 150,000		18,900 150,000		reduction in internet costs Teachers on Reserve - Sub teacher backfill
Fingrprt, Phys, XRy&Oth Emp Cst	5860	15,563	15,000	15,000	15,000		15,000	10,414	15,312	16,483		16,483	69%	Hiring costs significantly exceeded prior years - higher staff turnover (FTEs &
	5000	144.075	107.00-	150.000	254 425		254.455	210.202	200.202	114.500		111.500	0.001	increased # to reflect spending (some expenses tied to restricted funds - Perkins/CTE for
Other Services Communications Services	5890 5910	144,262 53,864	127,227 76,000	150,000 76,000	254,422 76,000		254,422 76,000	218,203 35,112	288,203 55,000	114,500 60,690	-	114,500 60,690	86% 46%	student confrerences)
Total, Services	3910	6,340,078	6,466,796	6,829,569	4,924,546	2,215,445	7,139,992	5,812,479	7,788,611	4,754,199	2,718,877	7,473,076	81%	
2000, 5027,000		0,5 10,070	5,.00,770	0,027,007	1,727,070	2,213,443	.,,,,,,	5,012,77	.,.00,011	.,.54,177	2,.10,077	.,,	01/0	<u></u>
Captial Outlay														
Sites & Improvement	6100	-												
D '11'	(200	210.201	550.440	550.110	550 110		559,440	122.151	550 410	440,500		440.500	2.46	\$340,500 for CAPEX for 2023-24 and \$100k deferred for future projects in 24-25 &
Buildings & Improvement Equipment & Technology	6200 6400	210,381 225,748	559,440 131,175	559,440 131,175	559,440 131,175		559,440 131,175	132,174 7,463	559,440 131,175	1,664,208		440,500 1,664,208	24% 6%	-
Equipment & Technology Equipment/Furniture Replacement	6500	223,748	131,173	131,173	131,173		131,173	7,403	131,173	1,004,208		1,004,208	070	
Total, Captial Outlay	0300	436,129	690,615	690,615	690,615	_	690,615	139,638	690,615	2,104,708		2,104,708	20%	
		,.27	0,0,010	0,0,013	0,0,013	_	0,0,010	107,300	0,0,015	2,101,700	1	2,10.,700	2070	
Depreciation Expense (Financial Reporting Basis)	6900	971,607	980,000	980,000	980,000		980,000	571,667	980,000	1,140,000	-	1,140,000	58%	
Other Outgo														
Indirect Cost (LAUSD)	7299	295,012	328,285	335,747	334,229		334,229	264,107	334,229	364,403		364,403	79%	Calculated at a rate of 1% of LCFF revenue
Interest	7438	11,784	4,731	4,731	4,731		4,731	3,813	4,731				81%	Track loan to end April 2023

Palisades Charter High School - 2023-2024 Budget Update 08/22/2023

ADA		2021-2022 Unaudited Actuals	2022-2023 Adopted Budget, Board Approved June 2022	2022-2023 First Interim Projections, 10/31/2022	2022-2023 2nd Interim Updates, 1/31/2023		2022-2023	2022-2023	2023-:	2023-2024 Adopted Budget		% of Budget Received/ Spent	Comments	
	Obj Code	Total	Total	Total	Unrestricted	Restricted	Total	Actuals to Date 3/31/23	Estimated Actuals, 5/27/23	Unrestricted	Restricted	Total		
Fund 09 to Fund 20 Payment (Unaudited Only)		282,705		-			-					-		
Total, Other Outgo		589,501	333,016	340,478	338,960	-	338,960	267,920	338,960	364,403	-	364,403	79%	
Total Expenditures (Financial Reporting Basis)		37,788,897	40,446,619	43,807,419	35,197,272	8,707,807	43,905,079	29,595,780	43,422,349	33,714,500	8,173,897	41,888,397	67%	
Total Expenditures (Cash Reporting Basis)		37,253,419	40,157,234	43,518,034	34,907,887	8,707,807	43,615,694	29,163,751	43,132,964	34,679,209	8,173,897	42,853,105	67%	
C. Ending Balance: Excess (Deficiency) - Financial Reporting Basis		2,020,136	1,181,333	175,827	460,071	787,165	1,247,236	3,483,225	2,375,656	4,933,358	(3,143,277)	1,790,080		Note - Ending balance is inflated because it does NOT yet account for impact of UTLA/PESPU/Unrepresented bargaining.
C. Ending Balance: Excess (Deficiency) - Cash Reporting		2,555,615	1,470,718	465,212	749,456	787,165	1,536,621	3,915,254	2,665,041	3,968,649	(3,143,277)	825,372		(Revenue - Expenses: Cash Reporting Basis)
D. Net Increase (Decrease)		2,020,136	1,181,333	175,827	460,071	787,165	1,247,236	3,483,225	2,375,656	4,933,358	(3,143,277)	1,790,080		
E. Fund Balance														

Coversheet

LAUSD CSD Annual Review

Section: IX. Governance

Item: A. LAUSD CSD Annual Review

Purpose: FYI

Submitted by: Related Material:

PALIHS 8798 Annual Performance-Based Oversight Visit Report 2022-2023.pdf



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT* 2022-2023 SCHOOL YEAR FOR

PALISADES CHARTER HIGH (LOC. CODE 8798)

Name and Location Code of Charter School

LAUSD Vision

L.A. Unified will be a progressive global leader in education, providing a dynamic and inspiring learning experience where all students graduate ready for success.

CSD Mission

The LAUSD Charter Schools Division (CSD) fosters high quality educational opportunities and outcomes for students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

CSD Core Values

We believe that our success depends on:

- Making decisions that put the interests of students first.
- Serving with high expectations, integrity, professionalism, and commitment.
- Employing authentic, responsive, and effective leadership and teamwork.
- Continuously learning as a dynamic organization.
- Building and sustaining a healthy workplace culture where high performance, diversity, and creativity thrive.
- Developing productive relationships with our charter schools and all stakeholders.

^{*} Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to matters related to the school's governance, programs, facilities, operations, and/or fiscal management. Elements of the oversight process may be modified as LAUSD continues to respond to the COVID-19 pandemic. To support the well-being of all at a school site, all are expected to follow applicable COVID-19 public health guidelines, including related District requirements for operations at District facilities. The assigned CSD Administrator will provide any updated information reach out with more details, as needed.



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: April 27-28, 2023

Charter School Name: Palisades Chart	er High						Location Co	de:	8798		
Current Address:		Cit	ty:			ZIP Code:	Phone:		Fax:		
15777 Bowdoin Street		Pac	cific Palisac	les		310-230-6623		310-454-6076			
Current Term of Charter ¹ :				LAUS	SD Board	l District:	LAUSD Reg	ion:			
July 1, 2020 to June 30, 2027				4			West				
Number of Students Currently Enrolled:	Enrollment	Capaci	ty Per Chai	ter:	Numbe	r Above/Below Enrol	lment Capacit	y 22	below capacity		
2,967	3,000				(day of	visit):		33	below capacity		
Grades Currently Served:	Grades To	Be Serve	ed Per Chai	rter:	Percent	Above/Below Enrol	lment Capacit	y .	1% below capacity		
9-12	9-12				(day of	visit):		1	1 76 Delow Capacity		
Norm Enrollment Number:	2,967										
Total Number of Staff Members:	237		Certificat	ted:	163		Classified:		74		
Charter School's Leadership Team Members:	Operations Attendance), Monice and Alt	ca Iannessa ternative Pı	(Direct	tor of Ac s), Amy	ademic Achievement Onyendu (Director of), Chris Lee (I f Admissions a	r), Don Parcell (Director of Director of Admissions, and Attendance), Brian ector of Human Resources)			
Charter School's Contact for Special Educ	cation: Tan	nmie Wi	ilson			SELPA & Option:		LAUSD Option 3			
CSD Assigned Administrator:	Chr	ristine K	ae			CSD Fiscal Services	: vianager•	Allan Villamor (Fiscal Oversight Administrator)			
Other School/CSD Team Members:	Sarah Ziege	enhorn (Senior Coo	rdinat	or), Jose	Rodriguez (Specialis	t)				
Oversight Visit Date(s):	April 27-28	, 2023				Fiscal Review Date	(if different):				
Is school located on a District facility? If s the applicable program (e.g. Prop 39, PSC	· ·		Yes Sole Occup	ant Agre	eement	LAUSD Co-Locatio (if applicable):	n Campus(es)		N/A		
Certificate of Occupancy (COO) or Tempo Occupancy Type: (if a TCO, please note ex		N/A			COO/TCO Approve Levels and Occupan		N/A				

(4	SUMMARY OF RATINGS $(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory$										
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations								
4, Accomplished	3, Proficient	2, Developing	2, Developing								

¹ AB 130 added Section 47607.4 to the California Education Code (Ed. Code), which extends the term of all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, by two years.



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

CHARTER RENEWAL CRITERIA

In accordance with Education Code §§ 47605, 47607, and 47607.2, in order to renew a charter, the District must determine whether the charter school has met the statutory requirements.

REPORT GUIDE

LAUSD's oversight procedures are intended to balance a charter school's autonomy of operation with its accountability to the public. LAUSD utilizes a holistic, performance-based approach to evaluate all charter schools, guided principally by making decisions in the best interest of students. The CSD observes and monitors each charter school in accordance with applicable laws, regulations, LAUSD policy, memoranda of understanding, and the school's operative charter. Information gathered through oversight serves as part of the charter school's ongoing record for the District to make informed decisions about charter school authorization, renewal, material revisions, sharing of promising practices, and if need be, revocation. While LAUSD is responsible to provide oversight of its charter schools and the entities managing charter schools, the primary oversight of each charter school must first and foremost be performed by the charter school's own Governing Board. The Governing Board of a charter school has an ongoing responsibility to oversee the operations of its charter school(s), ensuring that every charter school it oversees is providing a high-quality educational program for students enrolled, is successfully fulfilling the terms of their charter, is fiscally sound, and complies with applicable laws, regulations, and court orders. In designing this document, the District has considered California charter school law, as well as the *LAUSD Policy and Procedures for Charter Schools*, California State Board of Education's criteria for evaluating charter schools, and the National Association of Charter School Authorizers' *Principles and Standards of Quality Authorizing*. This reporting tool provides guidelines and criteria used by the CSD to observe, record, assess, and reflect with the charter school on school performance as captured during the annual oversight visit process in these four categories:

<u>Governance</u> – demonstrating fulfillment of the Governing Board's fiduciary responsibility to effectively direct and provide oversight for the charter public school, including but not limited to enactment and monitoring of policies and procedures to ensure the school's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education

Student Achievement and Educational Performance – demonstrating positive academic achievement and growth for all students

<u>Organizational Management, Programs, and Operations</u> – demonstrating effective leadership and implementation of the governing board's policies and procedures, as well as the school's educational program and systems and procedures for the day-to-day operations of the school

<u>Fiscal Operations</u> – demonstrating sound fiscal management, appropriate use of public funds, and compliance with regulatory requirements

This report, including the ratings in each category, is based on information and evidence gathered at the time of the annual oversight visit. The CSD considers evidence provided through CSD staff observations, document review, interviews, and discussion with school representatives and stakeholders. All charter schools are expected to prepare for the visit and have available, as applicable, all documentation requested in the *Annual Performance Based Oversight Visit Preparation Guide 2022-2023*. The "Sources of Evidence" sections below identify key information sources generally relevant to their respective indicators; these lists are not exhaustive, however, and some items may not be applicable to the grades served. Schools may present additional evidence as deemed relevant and appropriate. As needed, CSD staff also may request additional information and/or documentation prior to, during, and/or following the visit.

The tool employs the following four-point rubric to rate the school's performance in each category: (4) Accomplished, (3) Proficient, (2) Developing, and

(1) Unsatisfactory. In addition, the Summary of School Performance section in each category captures key findings under one or more of the following headings: (1) Areas of Demonstrated Strength and/or Progress (Note: potential "promising practices" are identified within this section with an asterisk [*]); (2) Areas Noted for Further Growth and/or Improvement; and, if applicable, (3) Corrective Action Required. Under "Corrective Action Required," the CSD reports findings of material noncompliance with applicable law, LAUSD charter policy, or the school's approved charter. If the report includes any findings under "Corrective Action Required," the charter school must take immediate and appropriate steps to remedy the identified concern. In accordance with its "tiered intervention" approach to charter school non-compliance and poor performance, the CSD may also send the school appropriate notices, separate and apart from this report, to provide and document time-specific follow-up as necessary. At the other end of the spectrum of performance, any school that earns a rating of Accomplished in any category is encouraged to submit to the CSD a summary of those "promising practices" that the school believes have contributed to its success, in order to support the CSD's ongoing efforts to promote and facilitate reciprocal sharing of promising practices among education leaders from across all LAUSD schools.



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

GOVERNANCE	RATING*
Summary of School Performance	4, Accomplished

Areas of Demonstrated Strength and/or Progress

- **G1:** Governance Structure and Evaluation of School Leader(s) The Governing Board has fully implemented the organizational structure set forth in approved charter, including evidence of seeking input from all committees/councils, and a well-developed system for the evaluation of the school's executive level leadership as evidenced by the Board's organizational chart, Board member roster, Bylaws, regular board and committee meeting documents, and evaluation of the executive level leadership, administrators, and classified management. The following subcommittees provide the board with ongoing information and updates: (1) Academic Accountability, (2) Budget and Finance, (3) Election, and (4) Charter.
- **G2: Brown Act** The Governing Board complies with all material provisions of the Brown Act. Board meetings occur monthly, are conducted openly and provide opportunity for public participation. The board meeting agendas and minutes are posted and maintained at the school site and the current board agenda is posted on the school's website. Brown Act training was provided July 16, 2022.
- **G3: Due Process** The Governing Board has well-developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public as evidenced through a review of the following documents: Board meeting agendas and minutes, Parent-Student Handbook, Uniform Complaint Policy (UCP) and forms, stakeholder complaint procedures, and employee handbook.
- **G4: Responsive and Accountable Governance** The Governing Board regularly considers school performance, stakeholder input, and other data to inform decision-making (e.g., approving action plans, resources, evaluation criteria). A review of the board minutes shows ongoing consideration of school data and updates from various stakeholders, including students, parents, staff, Human Resources Director, Director of Operations, Director of Development, Chief Business Officer, Executive Director, and various Board committees. PCHS Board Member Roles and Responsibilities are outlined to ensure the Board of Trustees acts in the best interest of its stakeholders. The Board received Charter School Governance Training, including the role of the board, Brown Act, Public Records Act, fiduciary duties, and avoiding conflicts of interest in July 2022.

Areas Noted for Further Growth and/or Improvement

None

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

Notes:
None

*NOTE: A charter school may receive a rating of 1 in this category for the following: (1) Evidence of conflict (s) of interest within the organization (i.e. Governing Board, staff, contracted external parties, etc.), (2) School is in breach of the operative charter, including Federal, State, and District Required Language, (3) School is "Not in Good Standing", and/or (4) If there are serious concerns related to fiscal matters (e.g., negative financial condition, fiscal mismanagement, and/or significant audit findings, etc.).



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

G1: GOVERNANCE STRUCTURE AND EVALUATION OF SCHOOL LEADER(S) - QUALITY INDICATOR #1

The Governing Board has implemented the organizational structure, roles and responsibilities set forth in the approved charter, including:

- Governing Board composition, structure, roles, and responsibilities as set forth in the approved charter
- Governing Board seeks input from committees/councils described in the school's charter including but not limited to those mandated by laws or regulations as applicable (e.g., School Site Council and English Learner Advisory Committee)
- Evaluation of school's executive level leadership (including, but not limited to, those positions reporting to the Governing Board, as indicated in Element 4 of the approved charter, such as Executive Director, Area Superintendent, Principal, etc.)

	Rubric	Sources of Evidence
Performance	 ☑ The Governing Board has fully implemented the organizational structure set forth in approved charter, including evidence of seeking input from all committees/councils, and a well-developed system for the evaluation of the school's executive level leadership ☐ The Governing Board has fully implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school's executive level leadership ☐ The Governing Board has partially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school's executive level leadership ☐ The Governing Board has not implemented the organizational structure set forth in approved charter, nor any mandated committees/councils or a system for the evaluation of the school's executive level leadership 	 ☑ Current organizational chart (B1.1a) ☑ Organizational chart in Board approved charter (B1.1b) ☑ Bylaws (B1.2) ☑ Board member roster (B1.3) ☑ Board meeting agendas and minutes (B1.4) ☑ Observation of Governing Board meeting(s) ☑ Committee/council calendars, agendas, roster(s), and signins (B1.6) ☑ Documentation related to system for evaluation of executive level leadership. (B1.7) ☐ Discussion with leadership ☐ Other: (Specify)

G2: BROWN ACT - QUALITY INDICATOR #2

The Governing Board has a system in place to ensure it is adhering to applicable open meeting requirements, which protect the public interest in transparency and help to ensure that decisions are made without apparent or actual conflicts of interest:

- Governing Board meetings occur regularly, are conducted openly, and provide opportunity for public participation in accordance with the Ralph M. Brown Act ("Brown Act") (Gov. Code, §§54950, et seq.)
- Governing Board holds its meetings at a location(s) and in a manner that complies with applicable Brown Act requirements and Ed. Code, §47604.1, including but not limited to teleconferencing, closed session, public comment, and Reasonable Accommodations.
- The public has access to the meetings from a location(s) within the jurisdictional boundaries of LAUSD, as required by applicable Brown Act provisions, Ed. Code, § 47604.1(c)(1)(A) and as described in the approved charter.
- Governing Board meeting agendas contain adequate item descriptions and are posted on the school's website and on campus in accordance with the requirements of the Brown Act.
- Governing Board meetings are held in accordance with the Brown Act including the requirements set forth in Ed. Code § 47604.1.



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

	Rubric	Sources of Evidence
Performance	 ☑ The Governing Board complies with all material provisions of the Brown Act ☐ The Governing Board complies with most material provisions of the Brown Act ☐ The Governing Board complies with some material provisions of the Brown Act ☐ The Governing Board complies with few material provisions of the Brown Act 	 ☑ Board meeting agendas (B1.4) ☑ Board meeting calendar (B1.5) ☑ Brown Act training documentation (B1.8a) ☑ Compliance with E.C. 47604.1 (B1.8b) ☑ Documentation of the school's agenda posting procedures (B1.9) ☑ School website ☑ Observation of Governing Board meeting(s) ☐ Discussion with school leadership ☐ Other: (Specify)

G3: DUE PROCESS - QUALITY INDICATOR #3

The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the school's charter, and LAUSD charter school policy, to honor and protect the rights of students, employees, parents, and the public in the following areas:

- Student discipline
- Employee grievances and discipline
- Stakeholder complaint resolution pursuant to the Uniform Complaint Procedures (UCP)
- Parent/stakeholder complaint resolution for complaints outside regulatory scope of UCP

Rubric	Sources of Evidence
provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public	 ☑ Board meeting agendas and minutes (B1.4) ☑ Parent-Student Handbook(s) (B1.10a) ☑ Employee Handbook(s) (B1.10b) ☑ Uniform Complaint Procedures policy and form(s) (B1.11) ☑ Stakeholder complaint procedures and form(s) (B1.12) ☑ Human Resources (HR) policies and procedures (B1.13) ☐ Observation of Governing Board meeting(s) ☐ Discussion with school leadership ☐ Other: (Specify)



SCHOOL NAME: Palisades Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **April 27-28, 2023**

G4: RESPONSIVE AND ACCOUNTABLE GOVERNANCE - QUALITY INDICATOR #4

The Governing Board has systems in place to ensure ongoing:

- Review and use of academic performance data (e.g., CA School Dashboard, internal assessments, etc.) and other school data and information to ensure sound Governing Board decision-making in support of continuous improvement of student achievement, fiscal viability, compliance, and overall public school excellence
- Monitoring of the school's implementation of its Local Control and Accountability Plan (LCAP) and additional school plans, (e.g., Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), School Plan for Student Achievement (SPSA), and action plans for making progress toward LCAP goals)
- Transparent governance and accountability to stakeholders, including consideration of input from the school's committees/councils and stakeholders
- Monitoring of staffing needs and the school's compliance with all applicable credentialing, clearance, and training requirements

	Rubric	Sources of Evidence
Performance	 ☑ The Governing Board regularly considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans, resources, evaluation criteria) ☐ The Governing Board considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) ☐ The Governing Board inconsistently considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) ☐ The Governing Board seldom considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) 	 ☑ Board meeting agendas, minutes, and meeting materials for meetings at which the Board reviewed: (B1.14a) ☑ CA School Dashboard Academic Performance Indicators (ELA, MATH, ELPI, CCI) ☑ CA School Dashboard Academic Engagement Indicators (Chronic Absenteeism, Graduation Rate) ☐ CA School Dashboard Conditions and Climate Indicator (Suspension Rate) ☑ Attendance rate ☐ Internal assessment data ☐ Enrollment data ☑ Staffing data (retention, turnover, certification, etc.) ☑ Board meeting calendar (B1.5) ☑ Human Resources (HR) policies and procedures (B1.13) ☑ Other evidence of a system for Board review and analysis of internal school data to inform decision-making (B1.14b) ☑ Documentation of Board member and/or executive leadership training on topics that support responsive and accountable governance (e.g., data-driven decision making, Board roles and responsibilities, etc.) (B1.14c) ☑ Observation of Governing Board meeting(s) ☐ Discussion with school leadership ☐ Stakeholder focus group ☐ Other: (Specify)



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G5: FISCAL CONDITION - GOVERNANCE QUALITY INDICATOR #5

The Governing Board has a system in place to ensure fiscal viability: The school is fiscally strong and net assets are positive in the prior two independent audit reports. If applicable, all LAUSD Board of Education-approved fiscal condition-related benchmark(s) are met by the required deadline(s). Rubric **Sources of Evidence** ☑ The school is fiscally strong with positive net assets in the prior two independent audit ☐ Board meeting agendas and minutes (B1.4) reports, and, if applicable, all LAUSD Board of Education-approved fiscal-condition ☐ Other evidence of a system for Board review and related benchmark(s) are met by the required deadline(s) monitoring of fiscal policies, procedures, budget, and ☐ The school is fiscally stable, with positive net assets in the most current independent finances (B1.15) audit report* ☐ Observation of Governing Board meeting ☐ The school is fiscally weak or unstable**, net assets are negative in the most current ☐ Discussion with leadership independent audit report, or the school does not have an independent audit report on file \square Independent audit report(s) with the Charter Schools Division* ☐ Other financial information submitted by the school ☐ The school is consistently fiscally weak, net assets are negative in the prior two ☐ Other: (see Fiscal Operations section below) Performance independent audit reports, or the school does not have an independent audit report on file with the Charter Schools Division* *Additional considerations that could influence the rating may include: inadequate cash flow; financial condition and/or enrollment reflecting a downward trend and/or beginning to show signs of deteriorating financial health potentially leading to negative net assets in the current fiscal year and/or the foreseeable future fiscal years; multi-year reliance on financing resources for the school's operations (e.g., factoring of receivables, intraorganizational loans, third party loans, continuing deficit spending, etc.); or that the school may not be able to carry out quality educational programs when the student enrollment drops to a certain level. **For example, the school's financial condition fluctuates from year to year, with significant net losses, leading to negative net assets in the current fiscal year and/or the foreseeable future fiscal years.



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G6: FISCAL MANAGEMENT AND ACCOUNTABILITY - GOVERNANCE QUALITY INDICATOR #6

G0. I I	Selle Ministre Collection in the free collection of the collection in the collection	
The G	overning Board has a system in place to ensure sound fiscal management and accountability. The school adheres to the Governing Board approved fiscal policies and procedures, and do The two most current annual independent audits show no material weaknesses, deficiencies,	es not have any areas noted for improvement.
	Rubric	Sources of Evidence
Performance	 □ The school consistently adheres to the Governing Board approved fiscal policies and procedures, does not have any areas noted for improvement, and the two most current annual independent audits show no material weaknesses, deficiencies, and/or findings □ The school generally adheres to the Governing Board approved fiscal policies and procedures, but has areas noted for improvement, and the most current annual independent audit shows no material weaknesses, deficiencies, and/or findings ☑ The school is not adhering to the Governing Board approved fiscal policies and procedures, and has areas noted for improvement, or has significant fiscal-related issues (e.g., fiscal mismanagement, audit findings, unresolved recurring issues, potential conflicts of interest, etc.) □ The school is continuously not adhering to the Governing Board approved fiscal policies and procedures, or has significant and recurring fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, etc.) 	 □ Board meeting agendas and minutes (B1.4) □ Other evidence of a system for Board review and monitoring of fiscal policies, procedures, budget, and finances (B1.15) □ Observation of Governing Board meeting □ Discussion with leadership □ Independent audit report(s) □ Other: (see Fiscal Operations section below) Palisades Charter High's independent audit report for the fiscal year ended 2021-2022 reported two audit findings/deficiencies relating to the school's financial statements and federal programs. Please see further details in the Areas Noted for Further Growth and/or Improvement section below.
Progr	ress on LAUSD Board of Education Benchmarks and/or MOU related to GOVERNANC	Œ (if applicable):
N/A		



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STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	3, Proficient
2020 California Department of Education's (CDE) Charter School's Performance Category	Middle Performing
Does the charter school qualify for technical assistance? □YES □NO Is the charter school a state-identified school under the Every Student Succeeds Act (ESSA)? □YES ⊠NO If yes, what is the school's identification? (See additional information within "Notes" section below) □ Comprehensive Support and Improvement (CSI) □ Additional Targeted Support and Improvement (ATSI)	

Areas of Demonstrated Strength and/or Progress

- **A1: Dashboard Schoolwide ELA Indicator** The schoolwide Dashboard ELA Indicator Status is High with an average DFS of 45.6, which is above the state average of -12.2. The school leadership attributes the school's High performance in ELA to ongoing department meetings to discuss frameworks for raising expectations and instructional rigor; English grade level professional learning community focus on goals regarding equity, adapted curriculum and pacing plans; built in time for collaboration to review data and reflect on plans to improve; and professional development around authentic assessments, rubrics, and differentiation tools. The school did not meet participation rate of 95% in ELA schoolwide (94%) and for the Black or African American (91%), Socioeconomically Disadvantaged (93%), Students with Disabilities (73%), and White (92%) student groups.
- **A2: Dashboard Schoolwide Math Indicator** The schoolwide Dashboard Math Indicator Status is Medium with an average DFS of -31.9, which is above the state average of -51.7. The school did not meet participation rate of 95% in Math for the Black or African American (91%), Socioeconomically Disadvantaged (93%), Students with Disabilities (85%), and White (94%) student groups.
- **A3: Dashboard Schoolwide English Learner Progress Indicator** The school has no status assigned for the ELPI on the Dashboard. The school's percentage of English Learners making progress towards English proficiency of 58.8% is above the state rate of 50.3%.
- **A6: Dashboard Schoolwide Suspension Rate Indicator** The schoolwide Dashboard Suspension Rate Indicator Status is Medium with 1.6% of students suspended at least once, which is below the state rate of 3.1%.
- **A7: Dashboard Schoolwide Graduation Rate Indicator** The schoolwide Dashboard Graduation Rate Indicator Status is Very High with 95.0% of graduated students is above the state rate of 87.4%.
- A8: Dashboard Student Group ELA In ELA, the school had seven numerically significant student groups (Asian, Black or African American, Latino, Socioeconomically Disadvantaged, Students with Disabilities, Two or More Races, White), and six of the seven numerically significant student groups



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have "Status/Distance From Standard (DFS)" scores above the statewide DFS for those student groups. The Students with Disabilities student group had an average DFS of -99.1, which is lower than the state's average DFS of -97.3.

Areas Noted for Further Growth and/or Improvement

- **A9: Dashboard Student Group Math** In Math, the school had seven numerically significant student groups (Asian, Black or African American, Latino, Socioeconomically Disadvantaged, Students with Disabilities, Two or More Races, White), and three of the seven numerically significant student groups have "Status/Distance From Standard (DFS)" scores above the statewide DFS for those student groups.
 - The Black or African American student group had an average DFS of -125.3, which is lower than the state's average DFS of -106.9.
 - The Latino student group had an average DFS of -99.3, which is lower than the state's average DFS of -83.4.
 - The Socioeconomically Disadvantaged student group had an average DFS of -93.9, which is lower than the state's average DFS of -84.0.
 - The Students with Disabilities student group had an average DFS of -186.4, which is lower than the state's average DFS of -130.8.

School leaders shared that to improve math performance, the math department has adapted the curriculum and pacing plans to "fill gaps in students' learning post COVID 19," expanded the Math Lab program and collaboration with the Special Education department, and focused on the Math Policy and middle school math articulation with the local middle school. Additionally, the Pali Academy and Virtual Academy provide personalized learning for students using a blended curriculum.

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

Notes:

Due to the COVID-19 pandemic, state law suspended the reporting of state measures on the 2021 California School Dashboard. The color-coded performance level or Change level will not be issued due to the suspension of state measures on the 2021 Dashboard and not having two consecutive years of reported data. Accordingly, indicators in the Student Achievement and Educational Performance category for the 2022-2023 Annual Performance-Based Oversight Report are scored based on 2022 Status level data except for the College/Career Indicator (CCI), as CAASPP testing was optional for the 2020-2021 school year. CCI will resume with "Status Only" reporting on the 2023 Dashboard.

A11: Reclassification - As of the time of the issuance of this Annual Performance-Based Oversight Visit Report, the state has not published the "Annual Reclassification (RFEP) Counts and Rates" for the 2021-2022 academic year. Considering this fact, the 2022-2023 Annual Performance-Based Oversight Visit Report does not rate the Student Achievement and Educational Performance indicator "A11: English Learner Reclassification." Please note that, depending on the release date of the 2021-2022 RFEP counts and rates, the District may elect to update and reissue a revised 2022-2023 Annual Performance-Based Oversight Visit Report with indicator A11 rated and calculated into the final overall Student Achievement and Educational Performance category rating.

The school employs the following English Learner (EL) Reclassification Criteria: Palisades Charter High adheres to the LAUSD reclassification criteria.



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⊠ Rate of "At Risk" ELs is Lower in comparison to the state average

⊠ Rate of "LTELs" is Lower in comparison to the state average

Graduation Criteria (high schools only):

GRADUATION REQUIREMENTS

Total credits required: 230 (5 credits = 1 semester class)

English 40 Credits Physical Education 20 Credits
Social Science 30 Credits Visual/Performing Arts 10 Credits
Science 20 Credits Applied Technology 10 Credits
Mathematics 20 Credits Electives 75 Credits

Health 5 Credits

Students earn elective credits for college eligibility by completing additional math, science, and foreign language courses. Students are required to take 5 credits of Computer Science. Students must complete ten hours of community service per year. (Waived during COVID)

*NOTE: A charter school cannot receive a rating in this category greater than a 1 if the school has been identified as Low performing charter school based on the state's published list. (Not applicable for the 2022-2023 school year due to the absence of updated performance classification. Will resume with updated performance classification published by the state.)



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A1: DASHBOARD SCHOOLWIDE ELA INDICATOR - QUALIT

	hool demonstrates student academic achievement, including progress towards closing the a	schiovament can as measured by
ine sc	California School Dashboard Schoolwide ELA data (CDE)	chievement gup, as measurea by.
	Rubric	Sources of Evidence
Performance	 □ The schoolwide Dashboard ELA Indicator Status is Very High ⋈ The schoolwide Dashboard ELA Indicator Status is High; or Medium and at/above statewide Distance From Standard ("DFS") □ The schoolwide Dashboard ELA Indicator Status is Medium and below statewide DFS; or Low □ The schoolwide Dashboard ELA Indicator Status is Very Low □ Not Available - No Status assigned for the ELA Indicator on the Dashboard 	 ☑ California School Dashboard Report (CDE) ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify)
	ASHBOARD SCHOOLWIDE MATH INDICATOR - QUALITY INDICATOR #2 hool demonstrates student academic achievement, including progress towards closing the a	chievement gap, as measured by:
	California School Dashboard Schoolwide Math data (CDE)	cinerentent gap, as incasared by
•	Camornia School Dashboard Schoolwide Math data (CDE)	
	Rubric	Sources of Evidence
Performance		Sources of Evidence ☐ California School Dashboard Report (CDE) ☐ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify)
Performance	Rubric ☐ The schoolwide Dashboard Math Indicator Status is Very High ☐ The schoolwide Dashboard Math Indicator Status is High; or Medium and at/above statewide DFS ☐ The schoolwide Dashboard Math Indicator Status is Medium and below statewide DFS; or Low ☐ The schoolwide Dashboard Math Indicator Status is Very Low	 ☑ California School Dashboard Report (CDE) ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify)
Performance	Rubric ☐ The schoolwide Dashboard Math Indicator Status is Very High ☐ The schoolwide Dashboard Math Indicator Status is High; or Medium and at/above statewide DFS ☐ The schoolwide Dashboard Math Indicator Status is Medium and below statewide DFS; or Low ☐ The schoolwide Dashboard Math Indicator Status is Very Low ☐ Not Available - No Status assigned for the Math Indicator on the Dashboard	☐ California School Dashboard Report (CDE) ☐ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify) - QUALITY INDICATOR #3



☐ The schoolwide Dashboard ELPI Status is Very High

☐ The schoolwide Dashboard ELPI Status is High; or Medium and at/above statewide

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☐ California School Dashboard Report (CDE)

☐ LAUSD Office of Data & Accountability's Data Set (B2.1)

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Performan	 percentage ☐ The schoolwide Dashboard ELPI Status is Medium and below statewide percentage; or Low ☐ The schoolwide Dashboard ELPI Status is Very Low ☒ Not Available - No Status assigned for the ELPI on the Dashboard 	☐ Other: (Specify)
	ASHBOARD SCHOOLWIDE COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-chool demonstrates student academic achievement, including progress towards closing the a California School Dashboard Schoolwide CCI data (CDE)	,
	Rubric	Sources of Evidence

A5: DASHBOARD SCHOOLWIDE CHRONIC ABSENTEEISM INDICATOR - (GRADES K-8) - QUALITY INDICATOR #5

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by: California School Dashboard Schoolwide Chronic Absenteeism Indicator data (CDE) Rubric Sources of Evidence ☐ The schoolwide Dashboard Chronic Absenteeism Indicator Status is Very Low ☐ California School Dashboard Report (CDE) ☐ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ The schoolwide Dashboard Chronic Absenteeism Indicator Status is Low; or Medium and at/below statewide percentage \square Other: (Specify) ☐ The schoolwide Dashboard Chronic Absenteeism Indicator Status is Medium and above statewide percentage; or High ☐ The schoolwide Dashboard Chronic Absenteeism Indicator Status is Very High ☐ Not Available - No Status assigned for the Chronic Absenteeism Indicator on the Dashboard ☑ Not Applicable - The Chronic Absenteeism Indicator is not applicable for the grade levels assigned at the charter school



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A6: DASHBOARD SCHOOLWIDE SUSPENSION RATE INDICATOR -	QUALITY INDICATOR #6
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 The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by: California School Dashboard Schoolwide Suspension Rate Indicator data (CDE) 			
	Rubric	Sources of Evidence	
Performance	 □ The schoolwide Dashboard Suspension Rate Indicator Status is Very Low ☑ The schoolwide Dashboard Suspension Rate Indicator Status is Low; or Medium and at/below statewide percentage □ The schoolwide Dashboard Suspension Rate Indicator Status is Medium and above statewide percentage; or High □ The schoolwide Dashboard Suspension Rate Indicator Status is Very High □ Not Available - No Status assigned for the Suspension Rate Indicator on the Dashboard 	 ☑ California School Dashboard Report (CDE) ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify) 	
A7: D	ASHBOARD SCHOOLWIDE GRADUATION RATE INDICATOR - (GRADES 9-12) -	QUALITY INDICATOR #7	

	hool demonstrates student academic achievement, including progress towards closing the a California School Dashboard Schoolwide Graduation Rate Indicator data (CDE)	chievement gap, as measured by:
	Rubric	Sources of Evidence
	 ☑ The schoolwide Dashboard Graduation Rate Indicator Status is Very High ☑ The schoolwide Dashboard Graduation Rate Indicator Status is High; or Medium and 	 ⊠ California School Dashboard Report (CDE) ∑ LAUSD Office of Data & Accountability's Data Set (B2.1)
Performance	at/above statewide percentage ☐ The schoolwide Dashboard Graduation Rate Indicator Status is Medium and below statewide percentage; or Low ☐ The schoolwide Dashboard Graduation Rate Indicator Status is Very Low ☐ Not Available - No Status assigned for the Graduation Rate Indicator on the Dashboard	 ☑ Parent-Student Handbook or other documentation of school's graduation requirements (B2.5) ☐ Other: (Specify)
	☐ Not Applicable - The Graduation Rate Indicator is not applicable for the grade levels assigned at the charter school	

A8: DASHBOARD STUDENT GROUP ELA - QUALITY INDICATOR #8

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

• Performance of all numerically significant student groups (30 or more students) on the California School Dashboard ELA (Students with Disabilities, English Learners, Socioeconomically Disadvantaged, etc.)(CDE)

Rubric	Sources of Evidence
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Performance	 □ All numerically significant student groups have "Status/Distance From Standard (DFS)" scores above the statewide DFS □ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS □ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS 	 ☑ California School Dashboard Report (CDE) ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify) 			
Ь	 □ None of the school's numerically significant student groups have "Status/DFS" scores above the statewide DFS □ Not Available - No assessment of performance for this indicator 				
A9: D A	ASHBOARD STUDENT GROUP MATH - QUALITY INDICATOR #9				
The so	 The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by: Performance of all numerically significant student groups (30 or more students) on the California School Dashboard Math (Students with Disabilities, 				
	English Learners, Socioeconomically Disadvantaged, etc.)(CDE)				
	Rubric	Sources of Evidence			
	☐ All numerically significant student groups have "Status/DFS" scores above the statewide DFS	 ☑ California School Dashboard Report (CDE) ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) 			
iance	, e	* ' '			
erformance	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☒ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS	☐ LAUSD Office of Data & Accountability's Data Set (B2.1)			
Performance	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☑ Less than a majority of the numerically significant student groups have "Status/DFS"	☐ LAUSD Office of Data & Accountability's Data Set (B2.1)			
Performance	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☑ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ None of the school's numerically significant student groups have "Status/DFS" scores	☐ LAUSD Office of Data & Accountability's Data Set (B2.1)			
	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☑ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ None of the school's numerically significant student groups have "Status/DFS" scores above the statewide DFS	 ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify) 			
A10: E	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ None of the school's numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ Not Available - No assessment of performance for this indicator PASHBOARD STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRAD) Chool demonstrates student academic achievement, including progress towards closing the action of the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress towards closing the statewide progress to the statewide progress to	 ☑ LAUSD Office of Data & Accountability's Data Set (B2.1) ☐ Other: (Specify) ES 9-12) - QUALITY INDICATOR #10 **Chievement gap, as measured by: 			
А10: Г	statewide DFS ☐ The majority of numerically significant student groups have "Status/DFS" scores above the statewide DFS ☑ Less than a majority of the numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ None of the school's numerically significant student groups have "Status/DFS" scores above the statewide DFS ☐ Not Available - No assessment of performance for this indicator DASHBOARD STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRAD)	□ LAUSD Office of Data & Accountability's Data Set (B2.1) □ Other: (Specify) ES 9-12) - QUALITY INDICATOR #10 schievement gap, as measured by:			



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☐ California School Dashboard Report (CDE)
☐ Office of Data & Accountability's Data Set (B2.1)
☐ Other: (Specify)

A11: ENGLISH LEARNER RECLASSIFICATION - QUALITY INDICATOR #11

The so	The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by: • English Learner reclassification rate for 2021-2022 (CDE)			
	Rubric	Sources of Evidence		
Performance	 □ The school reclassified English Learners at a rate higher than the state average □ The school reclassified English Learners at a rate similar to the state average □ The school reclassified English Learners at a rate lower than the state average □ The school did not reclassify any of its English Learners □ Not Applicable - The school did not have any English Learners ⋈ No Reclassification data for the 2021-2022 school year published by the state at the time 	 □ Reclassification report (CDE) □ Office of Data & Accountability's Data Set (B2.1) □ Summative ELPAC report (CDE) (B2.3) □ Master Plan for English Learners adopted by school's Governing Board (B3.2i) 		

A12: INTERNAL ASSESSMENT - VERIFIED DATA IMPLEMENTATION - QUALITY INDICATOR #12

The information provided in this report on internal assessments is to determine the charter school's verified data implementation, as applicable. As part of renewal (once and as applicable) for charter schools that are identified by the California Department of Education (CDE) as Middle or Low Performing, the LAUSD Board shall consider schoolwide performance and performance of all student groups on the California School Dashboard and shall also consider clear and convincing evidence, demonstrated by verified data, showing either a) the school achieved measurable increases in academic achievement, as defined by at least one year's progress for each in school or b) strong postsecondary outcomes equal to similar peers.

The LAUSD Board shall only consider verified data adopted by the State Board of Education pursuant to Education Code section 47607.2(c) (<u>Approved List</u>). In addition, staff's review of the charter school's submitted materials will be based on the verified data sources and related information adopted by the State Board of Education (Ed. Code, § 47607.2(c)(3).) Charter schools submitting verified data for this purpose must adhere to the state-approved criteria.

The information below is based on charter school's self-reported data and will not be scored.

Academic Progress	Indicator(s)	for the 2021	-2022 School Year:
Academic 1 rogress	muicator (8)	101 1116 2021	-2022 School 1 cal.

Academic Progress Indicator: CAASPP (ELA)	Grade Levels: 11	Assessment Administration:	95% Participation Met*:	
		Annually/Spring	⊠ Met	□ Not Met



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Academic Progress Indicator: CAASPP (Math)		Grade Levels: 11	Assessment Administration:	95% Parti	cipation Met*:
			Annually/Spring	\boxtimes Met	□ Not Met
*If the	charter school did not meet the 95% participation, the charter	arter school's plan to address the p	articipation is included in the Notes below.		
_					
1.	☐ The charter school disaggregated student perform	mance data for the following st	tudent groups:		
	☐ The charter school did not disaggregate student	performance data by student g	roups.		
2.	The charter school affirmed that the assessments w	vere administrated as intended,	consistent with the test publishers' adm	ninistration a	and test security
	procedures.				
3.	The charter school did not provide the test publish	er's definition of one year's pro	ogress, per publisher's source document	t.	
Postse	Postsecondary Outcomes (high school only):				

- 1. The charter school uses the (**see notes below**) data source and included the results of at least 95% of eligible students. If the charter school did not meet the 95% participation, the charter school's plan to address the participation is included in the Notes below.
- 2. The charter school did not include the number of eligible students and missing or non-participating students.
- 3. The charter school provided evidence of comparing the data to similar peers (which may include, but not limited to, similar demographics, pupil student groups, first-time college attendance, or other similar circumstances and if not available, comparison to statewide data).

Notes:

School noted that the school utilizes the Reading Inventory (SRI) for 9th grade students, which is administered in the Fall and Spring. Additionally 9-12 grade students are assessed on the UCLA MDTP Readiness Test in the fall. 95% met the participation rate for both assessments.

School leaders shared that Palisades Charter High utilized the following postsecondary indicators to analyze postsecondary outcomes: CALPADS, College Board Suite of Assessments, Dataquest, FAFSA, CSU and UC Enrollment Dashboards; and all eligible graduating students submit a Postsecondary Information plan. For the class of 2022, over 90% of 12th grade students planned to attend postsecondary school upon graduation (55% 4-year university, 35% community college), 3% plan to enter the workforce or military, and the remaining were undecided.

Progress on LAUSD Board of Education Benchmarks and/or MOU related to STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE (if applicable):

For the 2020-2025 Charter Term, the LAUSD Board of Education approved renewal with the following benchmark: The Charter School shall demonstrate at least one performance level growth per academic year, as reported on the California School Dashboard, for "Students with Disabilities" in Math and as measured by CAASPP (SBAC) Assessment at a rate equal to or greater than the Resident Schools, with the goal of achieving and maintaining the "Green" performance level or higher by the end of the charter term. In 2022, Students with Disabilities student group Dashboard Math Indicator Status is Very Low, with an average DFS of -186.4, which is above the Resident Schools average DFS of -209.6 for the same student group. CSD will continue to monitor through oversight.



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LOCAL CONTROL ACCOUNTABILITY PLAN 2022-2023 (For Informational Purposes Only)

The CSD reviewed the Local Control Accountability Plan.				
All requested template information and descriptions were provided:	Sources of Evidence			
 □ LCFF Budget Overview for Parents □ Supplement to the Annual Update to the 2021-2022 LCAP □ 2022-2023 Plan Summary □ Engaging Educational Partners □ Goals and Actions □ Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students □ Table 	 ☑ Local Control Accountability Plan (B2.7) ☑ Board Agenda and Minutes (B2.7) 			
Notes: None				



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ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	2, Developing

Areas of Demonstrated Strength and/or Progress

- O1: School Health and Safety Plan and Procedures The school has a well-developed system in place to ensure the protection of student and staff health and safety in compliance with applicable legal and charter requirements related to health and safety. The school provided evidence of the following: Sole Occupant Agreement, current School Safety Plan, Visitor Policy with posting at the school site, documentation of student immunization and health screening waiver, posting of evacuation route maps, Student ID card with Lifeline number, and Board-adopted policy on pupil suicide prevention (May 16, 2017).
- O3: Implementation of the Educational Program The school has fully implemented the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served. This includes full implementation of all key features, regularly reviewing and analyzing school and student progress towards annual goals and/or monitoring student progress toward completion of graduation and A-G requirements and providing ongoing professional development specific to student outcomes and key features as outlined in the charter. A review of documents in Binder 3, discussion with school leadership, and classroom observation show the following:
 - o Standards-based and data-driven instructional program
 - o Professional Learning Communities
 - o Research-based instruction and grading methodology, personalized instruction including the Virtual Academy, Pali Academy, Credit Recovery, Study Center Tutoring Program, Pali Periods, and Student Success Teams
 - o Support classes and programs, such as the multilingual program, Study Center Tutoring program and Schoology course, Literacy, Library-Pali Cares and Library course, collaborative class, etc.
 - o Digital literacy
 - o College and career readiness which include Career Technical Education (CTE) led by a dedicated CTE Coordinator, honors courses, college prep courses, AP courses, senior seminar, etc.

The school leadership identified the following focus areas which were observed during the classroom observations: Student engagement through dialogue, student-discussions, and pair-share; Student leadership and empowerment; and Student-centered and personalized learning.

- O6: School Climate and Student Discipline The school has a well-developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights as evidenced by the tiered behavior intervention, alternatives to suspension, schoolwide positive behavior support, data monitoring, procedures of preventing bullying, and a 2021-2022 suspension rate of 1.6%. The school has a dedicated team and various onsite programs to address student wellness, safety, and inclusion. Students have the opportunity to participate in a variety of clubs for positive student engagement, including student body leadership, community-focused groups, social/cultural groups, and others that support various student interests.
- 08: Stakeholder Engagement and Involvement The school has a well-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns as evidenced by opportunities to participate in regular committees such as the



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Long Term Strategic Planning and Budget and Finance committees where the WASC Visit Preparation, Local Control and Accountability Plan and Goals, Budget, CA School Dashboard Indicators, and sub-committee information (Academic Achievement and Innovation, Facilities, Family and Community, Fundraising/Developing, Technology) is shared.

- **O9: Transparency for Stakeholders** The school has a well-developed system to share information with stakeholders, that is easily accessible via its documents available both manually, electronically and on its website as evidenced by the availability and accessibility of information to the public and stakeholders. The following information was shared manually and accessible on the school's website: Charter petition, Local Control and Accountability Plan, academic achievement and progress, Uniform Complaint Procedures and forms, Title IX information, financial documents, charter school policies, governing board and council meeting agendas and minutes, access to mental health resources, human trafficking prevention resources, and bullying and harassment prevention information.
- **O10:** Evaluation of School Staff The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements. A review of the documents include evaluation procedures with clear performance standards and tools for administrators, classified, classified mid-management, and unrepresented staff.
- O11: Clearances and Credentialing Compliance The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with all applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times. A review of the *Certification of Clearances, Credentialing, and Mandated Reporter Training 2022-2023* and supporting documents evidence all certificated employees are fully credentialed and appropriately assigned and the school obtained all necessary employee and vendor clearances, including criminal background and tuberculosis risk assessments/clearances, prior to employment or provision of services. At the time of the oversight visit, the school had one custodian of records and one application pending for a second custodian of records.

Areas Noted for Further Growth and/or Improvement

- **O2: Health and Safety Training and Preparation** – The school has a partially developed system in place to ensure required health and safety training for the protection of students and staff is completed and in compliance with applicable legal and charter school requirements related to health and safety. Although the school provided evidence of regular emergency drills, including fire, earthquake, active intruder, and shelter-in-place, Epi-pens, Automatic External Defibrillators (AED), staff trainings, and use of Epi-pens, at the time of the oversight visit, the school had one returning staff (in-house substitute) who completed the Child Abuse Mandated Reporter training past the six weeks of the first day of instruction. As noted, and highlighted below, "A charter school cannot receive a rating in this category greater than 2 for any of the following reasons: (1) Failed to conduct child abuse mandated reporter training in accordance with Education Code 44691." School leadership provided a plan to ensure compliance with child abuse mandated reporter training, which includes termination of non-returning staff (including substitutes, seasonal staff, and retired staff) and reprocessing as a new hire upon return. CSD will continue to monitor through oversight.

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.



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Notes:	
None	

*NOTE:

- A charter school cannot receive a rating in this category greater than 1 for any of the following reasons: (1) Failed to complete criminal background clearances for <u>any new staff and/or sole proprietor</u> (as defined on the Certification of Clearances, Credentialing, and Mandated Reporter Training 2022-2023) prior to employment; and/or failed to obtain DOJ clearance certification, as appropriate, from a vendor; and/or (2) Failed to have Health, Safety, and Emergency Plan in place.
- A charter school cannot receive a rating in this category greater than 2 for any of the following reasons: (1) Failed to conduct child abuse mandated reporter training in accordance with Education Code 44691; or (2) Any teacher of the core instructional program is not appropriately credentialed and assigned per legal requirements and the school's current approved charter.
- A charter school may receive a rating of 1 in this category if the school is in breach of the operative charter, including Federal, State, and District Required Language related to this section.



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O1: SCHOOL HEALTH AND SAFETY PLANS AND PROCEDURES - QUALITY INDICATOR #1

The school has implemented school health and safety plans and procedures that ensure:

- A current site-specific Certificate(s) of Occupancy or equivalent that authorizes the current use of the site
- A current, comprehensive, site-specific comprehensive Health, Safety, and Emergency School Safety Plan per requirements of Ed. Code, §§ 47605(c)(5)(F), 32282(a)(2)(A)-(J), and 35179.4, as applicable.
 - (Note: For schools co-located with a District school, the charter school participates in and complies with the District school's Integrated Safe School Plan)
- Posting of the school's Visitor Policy in a visible location in or outside the school's main office and in the Parent-Student Handbook
- Monitoring and documentation of compliance with student immunization requirements
- Completion and documentation of health screenings (e.g., vision, hearing, and scoliosis) per current applicable law and terms of the charter
- A Board adopted Pupil Suicide Prevention Policy (grades 1-6 and/or grades 7-12, as applicable), requirements of Ed. Code § 215
- Provision of at least one nutritionally adequate free or reduced priced meal each school day for all needy students, per Ed. Code § 47613.5
- For schools serving grades 7-12, inclusion of the phone number for the National Suicide Prevention Lifeline on at least one side of Student ID cards, as outlined in Ed. Code § 215.5

Rubric	Sources of Evidence
 ☑ The school has a well-developed system in place to ensure the protection of student and staff health and safety in compliance with applicable legal and charter requirements related to health and safety ☐ The school has a system in place to ensure protection of student and staff health and safety in compliance with applicable legal and charter requirements related to health and safety ☐ The school has a partially developed system in place to ensure protection of student and staff health and safety in compliance with applicable legal and charter requirements related to health and safety ☐ The school has a minimal or no system in place to ensure protection of student and staff health and safety in compliance with applicable legal and charter requirements related to health and safety 	 ☑ Parent-Student Handbook(s) (B1.10a) ☑ Visitor's Policy (B3.1a) ☑ Certificate(s) of Occupancy or equivalent (B3.1b) ☑ Student immunization (B3.1h) ☑ Health screening (B3.1h) ☑ Comprehensive Health, Safety, and Emergency Plan (B3.1c) ☑ Evacuation route maps (B3.1c) ☑ Student ID card printed with the National Suicide Prevention Lifeline phone number (B3.1k) ☐ Board adopted policy on pupil suicide prevention (grades K-6) (B3.1f) ☑ Board adopted policy on pupil suicide prevention (grades 7-12) (B3.1f) ☑ Site/classroom observation ☐ Discussion with school leadership ☐ Other: (Specify)



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O2: HEALTH AND SAFETY TRAINING AND PREPARATION – QUALITY INDICATOR #2

The school has a system in place to ensure:

- The school is able and prepared to implement its emergency procedures in the event of a natural disaster or other emergency (includes threat assessment protocol). School staff and other mandated reporters working on behalf of the school receive timely training on child abuse awareness and reporting, as outlined in Ed. Code, § 44691.
- Maintenance of an emergency epinephrine auto-injector ("epi-pen") onsite and training has been provided to volunteer staff member(s) in the storage and emergency use, per Ed. Code § 49414
- For schools offering an interscholastic athletic program, at least one automated external defibrillator (AED) is onsite and available for use, as outlined in Ed. Code § 35179.6
- Staff receive annual training in Pupil Suicide Prevention and Awareness (as applicable) pursuant to Ed. Code §215.
- Staff receive training in bloodborne pathogens, per 8 California Code of Regulations ("CCR"), § 5193

	Rubric	Sources of Evidence
Douformonoo	 □ The school has a well-developed system in place to ensure required health and safety training for the protection of students and staff is completed and in compliance with applicable legal and charter school requirements related to health and safety □ The school has a system in place to ensure required health and safety training for the protection of students and staff is completed and in compliance with applicable legal and charter school requirements related to health and safety □ The school has a partially developed system in place to ensure required health and safety training for the protection of students and staff is completed and in compliance with applicable legal and charter school requirements related to health and safety □ The school has a minimal or no system in place to ensure required health and safety training for the protection of students and staff is completed and in compliance with applicable legal and charter school requirements related to health and safety 	 ☑ Documentation of emergency drills and training (B3.1g) ☑ Provision and location of onsite emergency supplies (B3.1c) ☑ Child abuse mandated reporter training documentation (B3.1d and B3A.5) ☑ Bloodborne pathogens training documentation (B3.1e and B3A.5) ☑ Pupil Suicide Prevention and Awareness Training (B3.1f and B3A.5) ☑ Epi-pen and training (B3.1i) ☑ AED (schools with an interscholastic athletic program) (B3.1j) ☑ Certification of Clearances, Credentialing, and Mandated Reporter Training 2022-2023 ("ESSA Grid") (B3A.1) ☐ Discussion with school leadership ☐ Other: (Specify)



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O3: IMPLEMENTATION OF THE EDUCATIONAL PROGRAM – QUALITY INDICATOR #3

The school has systems in place to ensure alignment to the curricular and educational program outlined in the approved charter petition by:

- Implementing key features of the educational program described in the charter
- Implementing standards-based instruction schoolwide in accordance with the California State Content Standards specific to the grade levels served and aligned with the needs of students Implementing assessments to measure the development of grade-level appropriate academic and non-academic skills
- Reviewing and analyzing school and student progress towards annual goals (schoolwide and for all student groups that the school serves) that are consistent with the educational performance measured by the California School Dashboard and state assessments
- Providing teacher, staff, and administrator professional development specific to supporting desired student outcomes and key features outlined in the school's charter
- Implementing a system to monitor student progress toward and completion of graduation and A-G requirements (high schools only)

	Rubric	Sources of Evidence
Performance	 ☑ The school has fully implemented the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served. This includes full implementation of all key features, regularly reviewing and analyzing school and student progress towards annual goals and/or monitoring student progress toward completion of graduation and A-G requirements and providing ongoing professional development specific to student outcomes and key features as outlined in the charter. ☐ The school has implemented the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served ☐ The school has minimally implemented, or not at all, the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served ☐ The school has minimally implemented, or not at all, the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served 	B3.2j, B3.2k) Standards-based instructional program (evidence of grade level and/or content lesson plans, unit plans) (B3.2a) LCAP (B3.2b) Technology readiness to administer CAASPP assessments (B3.2c) (new schools only) WASC accreditation (B3.2d) UC Doorways course approval documentation (B3.2e) Professional development documentation (R3.3c)



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O4: MEETING THE NEEDS OF ALL STUDENTS; STUDENT GROUP DATA ANALYSIS - QUALITY INDICATOR #4

The school has a system in place to ensure:

- Implementation of differentiated instructional strategies and approaches described in the charter designed to meet the learning needs of all students, including all numerically significant student groups identified in the school's LCAP and by the CDE
- Implementation of internal student assessments aligned with instructional outcomes to determine student mastery of California State Content Standards
- Disaggregation and analysis of data on a regular basis to address individual student needs and guide instructional planning and use of interventions
- Implementation, review, and modification, as appropriate, of its Master Plan for English Learners (EL identification, designated and integrated ELD standards-based instruction, progress monitoring, assessment, and reclassification)

	Rubric	Sources of Evidence
i l	 ☑ The school has a well-developed system and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its student groups, and modifies instruction based on data analysis ☐ The school has implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its student groups, and generally modifies instruction based on data analysis ☐ The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students, including its student groups, and partially modifies instruction based on data analysis ☐ The school has minimally implemented, or not at all, the components of the charter's instructional program designed to meet the learning needs of all students, including its student groups, and does not consistently modify instruction based on data analysis 	 ☑ Standards-based instructional program (evidence of grade level and/or content lesson plans, unit plans) (B3.2a) ☑ LCAP (B3.2b) ☑ Professional development documentation (B3.3c) ☑ Documentation of intervention and support for all students (B3.2j) ☑ Master Plan for English Learners (B3.2i) ☑ Documentation of implementation of the school's Master Plan for English Learners (B3.2j) ☑ Implementation of a data analysis system (B3.2k) ☑ Classroom/site observation ☑ Discussion with school leadership ☐ Other: (Specify)



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O5: SPECIAL EDUCATION - QUALITY INDICATOR #5

The school has a system in place to ensure that the school:

- Provides special education programs and services in accordance with students' IEPs
- Provides special education training for staff
- Conducts a special education self-review annually, using the Special Education Self-Review Checklist
- Maintains timely IEP timeline records and accurate service provision records in Welligent

L	• Maintains timely lex timeline records and accurate service provision records in weinigent				
	Rubric		Sources of Evidence		
	Performance	 □ The school has a well-developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements □ The school has a system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements □ The school has a partially developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements □ The school has a minimal or no system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements □ Not Applicable - Charter school participates in LAUSD's Option 1 SELPA □ Charter school does not participate in LAUSD's SELPA 	 ☑ Parent-Student Handbook(s) (B1.10a) ☑ District Validation Review (DVR) (B3.3a) ☑ Self-Review Checklist (B3.3a) ☑ Welligent reports and/or other documentation, including from the Division of Special Education (B3.3a) ☑ Professional development documentation (B3.3a and B3.3c) ☑ Intervention and support for students with disabilities (B3.2j) ☑ Consultation with Charter Operated Programs office ☐ Other special education documentation (B3.3a) ☐ Classroom observation ☑ Discussion with school leadership ☐ Other: (Specify) 		



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O6: SCHOOL CLIMATE AND STUDENT DISCIPLINE - QUALITY INDICATOR #6

The school has a school climate and schoolwide student discipline system in place to ensure that the school's practices:

- Align with principles of the District's Discipline Foundation Policy and School Climate Bill of Rights Resolution, including but not limited to, tiered behavior intervention, alternatives to suspension, and schoolwide positive behavior support, data monitoring and, includes a discipline system complaint process
- Provide positive opportunities for student wellness, growth and success, aimed at making the school safe, welcoming, supportive and inclusive
- Minimize discretionary suspensions and expulsions
- Reduce or eliminate suspension disproportionality for student groups
- Minimize chronic absenteeism for all students and student groups
- Procedures for preventing acts of bullying, including cyberbullying, in accordance with the requirements of Ed. Code, § 32283.5 and 234.4

Rubric		Sources of Evidence
Performance	 ☑ The school has a well-developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a partially developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a minimally developed or no school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights 	 ☑ Parent-Student Handbook(s) (B1.10a) ☑ LCAP (B3.2b) ☑ Professional development documentation (B3.3c) ☑ Implementation of school climate and student discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights principles (B3.3b) ☑ Implementation of tiered behavior intervention (e.g. SSPT) (B3.3b) ☑ Implementation of alternatives to suspension (B3.3b) ☑ Implementation of schoolwide positive behavior support system (B3.3b) ☑ Implementation of procedures for preventing acts of bullying, including cyberbullying (B3.3b) ☑ Data monitoring (B3.3b) ☑ LAUSD Office of Data & Accountability's Data Sets for suspension, expulsion, disproportionality, and chronic absenteeism (B2.1) ☑ Classroom/site observation ☑ Discussion with school leadership ☐ Stakeholder focus group ☐ Other: (Specify)



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O7: PROFESSIONAL DEVELOPMENT - QUALITY INDICATOR #7

The school:

- Has a schoolwide professional development plan for teachers and other staff that supports the educational program set forth in the charter and targets identified needs
- Provides faculty and other instructional staff with professional development opportunities to improve instructional practice

•	• Provides opportunities for teachers to collaborate regularly for the purpose of planning and improving curriculum and instruction				
	Rubric	Sources of Evidence			
Performance	 □ The school has a well-developed professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter □ The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter □ The school has partially implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter □ The school has not implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter 	 ☑ LCAP (B3.2b) ☑ Professional development documentation (e.g. professional development year-long plan agendas, and sign-ins) (B3.3c) ☑ Professional development training materials (B3.3c) ☑ System to assess professional development needs (B3.3c) ☐ Classroom/site observation ☐ Discussion with school leadership ☐ Stakeholder focus group ☐ Other: (Specify) 			



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O8: STAKEHOLDER ENGAGEMENT AND INVOLVEMENT - QUALITY INDICATOR #8

The school has a system for stakeholder engagement, including gathering input, facilitating, and encouraging involvement, sharing information, and resolving concerns, which:

- Provides parents, teachers, and students with meaningful opportunities for involvement and engagement that meet the requirements and goals of applicable federal and state law, the school's charter, and the school LCAP
- Implements a School Site Council (SSC) and/or English Learner Advisory Committee (ELAC) in accordance with legal requirements (e.g., member composition of committee/council, legally required topics, etc.), if applicable
- The liaison for students experiencing homelessness has identified this population through outreach and coordination activities with other organizations, and provided related referral of services to families, children, and youth experiencing homelessness.

	Rubric	Sources of Evidence
Performance	 ☑ The school has a well-developed system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns ☐ The school has a system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns ☐ The school has a partially developed system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns ☐ The school has a minimal or no system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns 	 ☑ Parent-Student Handbook (B1.10a) ☑ LCAP (B3.2b) ☑ Documentation of SSC and ELAC meetings (e.g., calendars, agendas, minutes, roster, and sign-in) (B3.3d) ☑ Stakeholder consultation (B3.3d) ☑ Parent/stakeholder involvement and engagement (B3.3d) ☑ Foster youth/students experiencing homelessness liaison (B3.3d) ☑ School website (B3.3e) ☐ Discussion with school leadership ☐ Stakeholder focus group ☐ Other: (Specify)



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O9: TRANSPARENCY FOR STAKEHOLDERS- QUALITY INDICATOR #9

The school has a system in place to ensure that it operates in a transparent manner and keeps stakeholders informed, including:

- Information is easily accessible to the public and school stakeholders, including but not limited to applicable categories described in Charter School Transparency Resolution
- UCP and all complaint procedures
- Title IX information is available in applicable languages as required by law
- Per Ed. Code § 234.6 and District policy, specified information relating to suicide, bullying, discrimination and harassment prevention, among other things, are readily accessible in a prominent location on the school website in a manner that is easily accessible to parents/guardians and students
- Provides all stakeholders with appropriate, accessible, and relevant information about individual student and schoolwide academic progress and performance
- Notification requirements to pupils and parents or guardians of pupils on how to initiate access to available pupil mental health services on campus, in the community, or both no less than twice during the school year, in accordance with Ed. Code, § 49428
- Identifies and implements the most appropriate methods of informing parents and guardians of pupils in grades 6-12 of human trafficking prevention resources, in accordance with Ed. Code, § 49381
- Informs parents of high school students about transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements, in accordance with Ed. Code, § 47605 (**high schools only**)

Rubric	Sources of Evidence
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website

LAUSD CHARTER SCHOOLS DIVISION

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available both manually, electronically and on its website

its documents available manually/electronically or on its website

☑ The school has a well-developed system to share information with stakeholders, that is

easily accessible via its documents available both manually, electronically and on its

 \square The school has a partially developed system to share information with stakeholders via

☐ The school has a minimally developed system to share information with stakeholders with limited to no availability of documents manually/electronically or on its website

☐ The school has a system to share information with stakeholders via its documents

\boxtimes	Complaint Procedure and Forms (B1.12)
\boxtimes	Review of the following information posted to the school'
	waheita (R3 3a)

☑ LCAP, per Ed. Code § 47606.5(h)

☑ UCP Procedure and Forms (B1.11)

- □ Current Board agenda in compliance with Brown Act, per Gov. Code, §54954.2(a)(1)
- ⊠ Website posting required per Ed. Code § 234.6 (**B3.3e**):
 - □ Policy on Pupil Suicide Prevention
 - ☑ Title IX information, including a link to CDE's Title IX website
 - □ Policies on anti-discrimination, anti-harassment, antiintimidation, anti-bullying, and sexual harassment policies, including:

 - Social media anti-bullying procedures
 - □ Link to statewide resources including community based organizations compiled by CDE
- Sharing accessible and relevant information about individual student, student group, and schoolwide academic progress and performance with all stakeholders as appropriate (B3.3e)
- ☑ Access to approved charter (B3.3e)
- □ Compliance with the LAUSD BOE's Charter School Transparency Resolution, including (B3.3e):
- □ Documentation of informing parents/guardians about transferability of courses/course credit and eligibility to meet A-G requirements (high schools only) (B3.3e)
- ☑ Informing parents/guardians of human trafficking prevention resources (grades 6-12) (**B3.3e**)
- Notification of access to available mental health services
 (B3.3e)
- ⊠ School website (**B3.3e**)
- ☐ Other: (Specify)

Performance



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O10: EVALUATION OF SCHOOL STAFF - QUALITY INDICATOR #10

The school has a system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement							
and complies with all applicable legal requirements, including:							
Evaluation procedures with clear performance standards for all school-based staff, including but not limited to administrators, certificated staff, and							
classified staff							
• Evaluation tool(s) for all school-based staff, including but not limited to administrators, certi	ficated staff, and classified staff						
Rubric	Sources of Evidence						
1100110	Sources of Evidence						

	Rubric	Sources of Evidence
Performance	 ☑ The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a partially developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a minimal or no system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements 	 ☑ Evaluation procedures with clear performance standards for all school-based staff (B3.3f) ☑ Evaluation tool(s) for all school-based staff (B3.3f) ☐ Discussion with school leadership ☐ Other: (Specify)



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O11: CLEARANCES AND CREDENTIALING COMPLIANCE - QUALITY INDICATOR #11

The school is in compliance with applicable law and the terms of its approved charter regarding clearances and credentialing:

- All certificated staff are fully credentialed, including EL authorizations, and appropriately assigned as authorized by their credentials at all times
- Individuals who have been continuously employed in a teaching position since the 2019–20 school year obtain the appropriate certificate, permit, or other document for their certificated assignment no later than July 1, 2025 (Ed. Code § 47605.4(a).)
- The school has obtained all necessary employee clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to employment, and keeps all clearances current
- The school has obtained all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to the provision of service, and keeps all clearances current
- The school has conducted volunteer clearances in accordance with applicable law and policy, including criminal background clearances for all volunteers who perform school site services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students

	Rubric	Sources of Evidence
Performance	 ☑ The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with all applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times ☐ The school has implemented and monitors systems and procedures that maintain substantial compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has partially implemented and intermittently monitors systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has not implemented and/or does not monitor systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements 	 ☑ Certification of Clearances, Credentialing, and Mandated Reporter Training 2022-2023 form ("ESSA Grid") (B3A.1a) ☑ Human Resources (HR) policies and procedures regarding clearances and ESSA qualifications and credentialing requirements (B1.13) ☑ Staff roster (B3A.1b) ☑ School master schedule (B3A.1c) ☑ Custodian(s) of Records documentation (B3A.1d) ☑ Criminal Background Clearance Certifications (B3A.2a, B3A.3, and B3A.4) ☑ Teaching credential/authorization documentation (B3A.2b) ☑ Vendor clearances and credentialing certifications (B3A.6) ☐ Volunteer (TB) risk assessment/clearance certification (B3A.7) ☐ Discussion with school leadership ☐ Other: (Specify)

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Progress on LAUSD Board of Education Benchmarks and/or MOU related to ORGANIZATIONAL MANAGEMENT (if applicable):



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On October 15, 2019, the LAUSD Board of Education approved renewal with the following benchmark:

Evidence of its efforts and outcomes to increase student diveristy for its numerically significant subgroup populations, based on official student demographic information.

PARTIALLY MET: The school has the following numerically significant subgroups: Asian, Black or African American, English Learner, Latino, Socioeconomically Disadvantaged, Students with Disabilities, Two or More Races and White. The Latino and Socioeconomically Disadvantaged student groups increased from 2020-2021 to 2021-2022. The Black or African America and English Learner student groups show a decrease from 2020-2021 to 2021-2022. The school submitted a plan and has taken the following steps to increase diveristy: (1) Lottery following preference order, (2) recruitment efforts focused targeted subgroups with redeisgned and more inclusive marketing, (3) tracking subgroup student progress, (4) development of a diversity taskforce, and (5) sustaining an inclusive environment.

School	Enrollmen t	F/R Meal		American Indian or Alaska Native	Asian	Black or African America n	English Learner	Filipino	Foster Youth	Homeles s	Latino	Migrant Educatio n	Native Hawaiian or Pacific Islander	Not	Socioec onomica Ily Disadva ntaged	s with	More	White
2021-2022 Enrollment by Ethnicity and Student Group	2,988	27.3%	0.0%	0.1%	5.3%	9.1%	0.8%	0.9%	0.1%	0.2%	21.9%	0.0%	0.2%	0.0%	28.1%	8.4%	6.7%	55.8%
2020-2021 Enrollment by Ethnicity and Student Group	3,087	25.0%	7.1%	0.2%	5.7%	10.3%	1.1%	1.0%	0.1%	0.3%	20.3%	0.0%	0.2%	1.8%	25.9%	8.4%	4.4%	56.1%



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8798			2019-2020					2020-2021					2021-2022		
	Preliminary	First	Second	Unaudited	Audited	Preliminary	First	Second	Unaudited	Audited	Preliminary	First	Second	Unaudited	Audited
Palisades Charter High	Budget	Interim	Interim	Actuals	Financials	Budget	Interim	Interim	Actuals	Financials	Budget	Interim	Interim	Actuals	Financials
Cash and Cash Equivalents		7,995,349	8,097,029	10,277,646	10,907,886		7,818,645	7,969,248	15,241,779	15,895,051		11,874,110	12,501,660	17,573,365	17,488,865
Current Assets		10,524,306	10,625,986	16,263,631	16,214,121		16,355,834	16,594,985	18,843,408	19,146,611		16,439,110	17,066,660	20,166,633	20,360,731
Fixed and Other Assets		7,731,542	7,731,542	7,785,828	7,785,829		7,761,210	7,761,207	7,265,685	7,265,684		8,145,605	8,145,605	6,730,207	6,730,206
Total Assets		18,255,848	18,357,528	24,049,459	23,999,950		24,117,044	24,356,192	26,109,093	26,412,295		24,584,715	25,212,265	26,896,840	27,090,937
Deferred Outflows of Resources		0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities		3,461,667	3,429,774	5,186,424	5,031,079		5,113,738	3,831,950	9,350,046	4,927,422		9,188,500	4,582,500	17,927,917	9,047,192
Other Long Term Liabilities		19,251,739	1,318,867	4,606,000	4,690,859		4,606,000	4,606,000	0	97,449		0	0	0	97,449
Unfunded OPEB Liabilities		0	19,170,911	19,698,581	21,209,024		19,698,581	21,209,024	21,209,024	14,438,638		21,209,024	14,430,932	0	10,262,085
Total Liabilities		22,713,406	23,919,552	29,491,005	30,930,962		29,418,319	29,646,974	30,559,070	19,463,509		30,397,524	19,013,432	17,927,917	19,406,726
Deferred Inflows of Resources		0	0	0	0		0	0	0	0		0	0	0	0
Net Assets		(4,457,558)	(5,562,024)	(5,441,546)	(6,931,012)		(5,301,275)	(5,290,782)	(4,449,977)	6,948,786		(5,812,808)	6,198,833	8,968,923	7,684,211
Total Revenues	35,629,624	35,700,586	35,783,323	35,380,591	37,432,826	33,662,743	36,385,962	36,143,158	37,585,983	43,719,595	39,950,523	40,499,824	40,895,633	39,526,330	40,901,805
Total Expenditures	34,425,874	34,630,409	34,583,730	34,060,520	37,613,864	33,888,246	36,252,203	35,998,906	35,104,948	29,839,797	39,690,488	41,862,655	41,645,587	37,506,193	40,166,380
Net Income / (Loss)	1,203,750	1,070,177	1,199,593	1,320,071	(181,038)	(225,503)	133,759	144,252	2,481,035	13,879,798	260,035	(1,362,831)	(749,954)	2,020,137	735,425
Operating Transfers In (Out) and Sources /															
Uses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	1,203,750	1,070,177	1,199,593	1,320,071	(181,038)	(225,503)	133,759	144,252	2,481,035	13,879,798	260,035	(1,362,831)	(749,954)	2,020,137	735,425
Net Assets, Beginning	(4,579,570)	(5,527,735)	(5,527,735)	(5,527,735)	(6,749,974)	(5,562,024)	(5,441,546)	(5,441,546)	(5,441,546)	(6,931,012)	(5,919,818)	(4,449,977)	(4,449,977)	(4,449,978)	6,948,786
Adj. for restatement / Prior Yr Adj	0	0	(1,233,882)	(1,233,882)	0	0	6,512	6,512	(1,489,466)	0	0	0	11,398,764	11,398,764	0
Net Assets, Beginning, Adjusted	(4,579,570)	(5,527,735)	(6,761,617)	(6,761,617)	(6,749,974)	(5,562,024)	(5,435,034)	(5,435,034)	(6,931,012)	(6,931,012)	(5,919,818)	(4,449,977)	6,948,787	6,948,786	6,948,786
Net Assets, End	(3,375,820)	(4,457,558)	(5,562,024)	(5,441,546)	(6,931,012)	(5,787,527)	(5,301,275)	(5,290,782)	(4,449,977)	6,948,786	(5,659,783)	(5,812,808)	6,198,833	8,968,923	7,684,211
Unrestricted Net Assets		(4,457,558)	(5,562,024)	(5,441,546)	(7,948,081)		(5,301,275)	(5,290,782)	(5,475,866)	6,033,796		(6,838,698)	5,172,943	506,745	6,561,595
Restricted Net Assets		0	0	0	1,017,069		0	0	1,025,889	914,990		1,025,890	1,025,890	8,462,178	1,122,616

8798		Au	dited Financi	als				2022-2023		
						Preliminary	First	Second	Unaudited	Audited
Palisades Charter High	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Budget	Interim	Interim	Actuals	Financials
Cash and Cash Equivalents	6,774,610	10,907,886	15,895,051	17,488,865	0		16,089,778	17,376,694	0	0
Current Assets	8,261,941	16,214,121	19,146,611	20,360,731	0		18,715,765	20,002,681	0	0
Fixed and Other Assets	8,201,647	7,785,829	7,265,684	6,730,206	0		7,100,000	7,100,000	0	0
Total Assets	16,463,588	23,999,950	26,412,295	27,090,937	0		25,815,765	27,102,681	0	0
Deferred Outflows of Resources	0	0	0	0	0		0	0	0	0
Current Liabilities	3,434,353	5,031,079	4,927,422	9,047,192	0		16,671,015	17,522,015	0	0
Other Long Term Liabilities	6,882	4,690,859	97,449	97,449	0		0	661,559	0	0
Unfunded OPEB Liabilities	19,772,327	21,209,024	14,438,638	10,262,085	0		0	0	0	0
Total Liabilities	23,213,562	30,930,962	19,463,509	19,406,726	0		16,671,015	18,183,574	0	0
Deferred Inflows of Resources	0	0	0	0	0		0	0	0	0
Net Assets	(6,749,974)	(6,931,012)	6,948,786	7,684,211	0		9,144,750	8,919,107	0	0
Total Revenues	37,634,114	37,432,826	43,719,595	40,901,805	0	41,627,951	43,983,246	45,152,315	0	0
Total Expenditures	39,588,263	37,613,864	29,839,797	40,166,380	0	40,446,622	43,807,419	43,905,077	0	0
Net Income / (Loss)	(1,954,149)	(181,038)	13,879,798	735,425	0	1,181,329	175,827	1,247,238	0	0
Operating Transfers In (Out) and Sources /										
Uses	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	(1,954,149)	(181,038)	13,879,798	735,425	0	1,181,329	175,827	1,247,238	0	0
Net Assets, Beginning	(4,795,825)	(6,749,974)	(6,931,012)	6,948,786	0	7,325,074	8,968,923	8,968,923	0	0
Adj. for restatement / Prior Yr Adj	0	0	0	0	0	0	0	(1,297,054)	0	0
Net Assets, Beginning, Adjusted	(4,795,825)	(6,749,974)	(6,931,012)	6,948,786	0	7,325,074	8,968,923	7,671,869	0	0
Net Assets, End	(6,749,974)	(6,931,012)	6,948,786	7,684,211	0	8,506,403	9,144,750	8,919,107	0	0
Unrestricted Net Assets	(7,530,200)	(7,948,081)	6,033,796	6,561,595	0		7,572,186	5,892,146	0	0
Restricted Net Assets	780,226	1,017,069	914,990	1,122,616	0		1,572,564	3,026,961	0	0



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FISCAL OPERATIONS

You have been assessed by the Fiscal Oversight team and you are receiving the rating of 2, Developing

According to the CSD's Fiscal Operations Rubrics, the highest fiscal rating that schools with material audit findings reported in the most current independent audit report is a "2." To earn a fiscal rating of a 4, schools must have the two most current audits that show no material weaknesses, deficiencies and/or findings, and no discrepancies cited in the Areas Noted for Further Growth and/or Improvement. Palisades Charter High's independent audit report for the fiscal year ended 2021-2022 reported two audit findings/deficiencies relating to the school's financial statements and federal programs. Please see further details in the Areas Noted for Further Growth and/or Improvement section below.

Other circumstances and information could influence the rating and are noted in this evaluation.

Palisades Charter High's fiscal condition is positive. According to the 2021-2022 independent audit report, the school had positive net assets of \$7,684,211 and net income of \$735,425. The 2022-2023 Second Interim projected positive net assets of \$8,931,449 and net income of \$1,247,238.

Financial Highlights

		FINA	NCIAL HIGHLIC	HTS				
Palisades Charter High	2018-2019 (Audited Actuals)	2019-2020 (Audited Actuals)	2020-2021 (Audited Actuals)	2021-2022 (Audited Actuals)	2022-2023 (Second Interim)			
Net Assets	(\$6,749,974)1	(\$6,931,012)	\$6,948,786 ¹	\$7,684,211 ¹	\$8,931,449			
Net Income / (Loss)	(\$1,954,149) 1,2	(\$181,038) ^{1,3}	\$13,879,798 ^{1,4}	\$735,425 ¹	\$1,247,238			
Transfers In / Out	\$0	\$0	\$0	\$0	\$0			
Prior Year Adjustment(s)	\$0	\$0	\$0	\$0	\$0			
Cash and Cash Equivalents	\$6,774,610	\$10,907,886	\$15,895,051	\$17,488,865	\$17,376,694			
Unrestricted Net Assets	(\$7,530,200)	(\$7,948,081)	\$6,033,796	\$6,561,595	\$5,904,488			
Norm Enrollment Reported by the School	2,973	3,031	3,097	2,982	2,967			
		FINANCIAL RATIO ANALYSIS						



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Cash Reserve Level (Cash Balance/Total Expenditures) 5% and greater is recommended	17.11%	29.00%	53.27%	43.54%	39.58%
Fund Reserve (Reserve for Economic Uncertainty) (Unrestricted Net Assets /Total Expenditures) 3% - 5% and greater is recommended (depending on the school's ADA)	0.00%	0.00%	20.22%	16.34%	13.42%
Current Ratio (Working Capital Ratio) (Current Assets/Current Liabilities) At least 1.2 or 120% is recommended	240.57%	322.28%	388.57%	225.05%	114.16%
Debt Ratio (Total Liabilities/Total Assets) <i>Lower than 1.0 or 100% is recommended</i>	141.00%	128.88%	73.69%	71.64%	67.09%

¹ According to Palisades Charter High's independent audit reports, as of June 30, 2019, 2020, 2021, and 2022, the accumulated post-retirement benefit obligation (APBO) was estimated at \$19,772,327, \$21,209,024, \$14,438,638, and \$10,262,085 respectively. Per Financial Accounting Standards Board Accounting Standards Codification 715 (FASB ASC 715), this long-term obligation is required to be reported as a liability on the school's balance sheet (beginning in Fiscal Year 2014-2015). Per the school's independent audit reports, the school's accrued OPEB expenses/revenues were \$1,234,631, \$1,436,697, (\$6,770,386), and (\$4,176,553) for Fiscal Years 2018-2019 through 2021-2022, respectively. See **Item 1** in the **Other Observations** section for further details regarding the school's OPEB Obligation.

- ² The net loss reported in Fiscal Year 2017-2018 was primarily attributed to an increase in operational expenses.
- 3 The net loss reported in Fiscal Year 2018-2019 was primarily attributed to an increase in Special Education expenses.
- 4 The net income reported in Fiscal Year 2020-2021 was primarily attributed to the forgiveness of the schools Paycheck Protection Program (PPP) loan, the reporting of the state's contribution (on behalf payments) to the charter school's employee STRS accounts, and the recalculation of the long-term OPEB liabilities.

Areas of Demonstrated Strength and/or Progress:

1. The school's fiscal condition is positive. Please refer to the Financial Highlights table above.

Areas Noted for Further Growth and/or Improvement:

1. 2021-2022 Audited Financial Statement Findings:



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Per Palisades Charter High's 2021-2022 independent audit report, two findings noted deficiencies: one regarding the reporting of the school's other postemployment benefit liability reporting and the other regarding the use of grant funds. The audit report states:

"FINDING 2022-001: OTHER POSTEMPLOYMENT BENEFIT LIABILITY REPORTING (30000)

Criteria: In accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 715, Compensation — Retirement Benefits, an actuarial study is required annually for other postemployment benefit (OPEB) plans. The actuarial study enables the Charter to measure and disclose an amount for annual OPEB cost on the accrual basis of accounting.

Condition: The Charter's most recent actuarial study is dated December 7, 2021. The Charter has not yet obtained an actuarial study for the 2021-22 fiscal year; therefore, the net other postemployment liability was not properly reported to consider the newly established trust asset and required audit adjustment.

Context: The incident appears isolated. Since the required implementation of FASB ASC 715 by the Charter, the Charter has obtained an annual actuarial study.

Effect: The Charter did not adhere to the requirements of FASB ASC 715. The recent actuarial study does not provide an accurate projection of the Charter's OPEB liability as of June 30, 2022 because it does not include the Charter's \$5 million investment in the OPEB trust asset.

Cause: The current actuarial study is in progress but was not completed in time for this report.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend that the Charter obtain a new actuarial study on its OPEB obligation for the fiscal year 2021-22 and rely on the study for only one fiscal year before obtaining another OPEB actuarial study.

Corrective Action Plan: The Charter was working closely with the Actuary and provided them with all the information needed to issue a new actuarial study before the audit report date. However, the Actuary was unable to complete the report on time. The Charter will have a new actuarial study completed before the close of the current fiscal year 2022-23.

FINDING 2022-002: EDUCATION STABILIZATION FUND DISCRETIONARY GRANTS- SPECIAL TESTS AND PROVISIONS (50000 & 30000)

CFDA Number and Title: 84.425 and 84.425C - Education Stabilization Fund Discretionary Grants: Governor's Emergency Education Relief (GEER) Fund and Elementary, Secondary School Emergency Relief (ESSER) Fund

Federal Grantor Name: U.S. Department of Education; Passed through California Department of Education



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Criteria: Consistent with 2 CFR section 200.311 (real property), section 200.313 (equipment), and section 200.439 (equipment and other capital expenditures) Education Stabilization Funds (ESF) may be used to purchase equipment. Capital expenditures for general and special purpose equipment purchases are subject to prior approval by Education Department (ED) or the pass-through entity. In addition, with prior approval by the ED or the pass-through entity, recipients and subrecipients may use ESF funds to purchase real property and perform construction for improvements to land, buildings, or equipment that meet the overall purpose of the ESF program, which is "to prevent, prepare for, and respond to" the COVID-19 pandemic.

Condition: The Charter used funding from the Elementary and Secondary School Emergency Relief II (ESSER II) Fund program for one capital expenditure. The funding terms and conditions require the Charter to obtain approval from the funding agency prior to incurring the expenditure. The Charter was unable to provide documentation that the required approval was obtained.

Cause: The error is a result of the Charter not understanding the terms and conditions of the requirements of the grant agreement.

Effect: The effect of not obtaining the required approval resulted in a total of \$90,000 in allowable ESF expenditures. Additionally, this error could result in potential loss of funding under this grant.

Context: Due to new COVID-19 Emergency Acts Funding this fiscal year, the Charter was unaware this was a requirement for ESSER and GEER.

Questioned Costs: The questioned cost is \$90,000.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend the Charter develop and implement policies and procedures whereby staff obtain an understanding of the funding terms and conditions of all grants in order to prevent future violations of compliance requirements. We recommend the Charter develop and implement policies and procedures whereby staff obtain an understanding of the funding terms and conditions of all grants in order to prevent future violations of compliance requirements. Management should obtain proper training through the appropriate regulatory and granting agencies."

In response to the audit finding regarding the other postemployment benefit (OPEB) liability reporting the school shared that historically the school completed the actuarial valuation every two years and that "moving forward (for the 2022-23 year and beyond), the Chief Business Officer (CBO) will ensure that the actuary and independent audit firm connect early in the process. The CBO will also ensure timely delivery of census data, health/benefit information, and financial documents by June 30th of each year. Unaudited actuals will be provided as soon as they are available, no later than Aug 30th of each year. This will ensure that the actuary firm has time to complete the valuation report and collaborate with the independent audit firm to accurately report the school's OPEB liability."

In response to the audit finding regarding the school's non-compliance in obtaining preapproval from the funding agency for capital expenditures the school shared that it had subsequently submitted a capital expenditure preapproval to the CDE in December of 2022 and is awaiting a decision. The school stated that the CBO would be participating in ESSER/GEER training and has also enrolled in a request-for-proposal(RFP)/bidding webinar. Additionally, the school stated that "moving forward, there is now clarity on the CDE requirement for using ESSER funds on capital expenditures and the finding will be isolated to the current audit report."



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The governing board and leadership team of the charter school are responsible for managing the operations of the school. The CSD recommends that the Annual Performance-Based Oversight Visit Report, including the above-noted fiscal findings and observations, be discussed at Palisades Charter High's next governing board meeting, highly preferably no later than 90 days following the school's receipt of this report, so that the charter school and its governing board may address any issues early enough to implement changes in order to see results in its next fiscal year. It is the school's responsibility to provide the CSD its action plans/steps, proof of implementation of the mitigating actions taken by the school, and/or documentation (e.g., governing board meeting agendas and approved board meeting minutes, etc.), as applicable, prior to or during the next Annual Performance-Based Oversight Visit. The CSD will continue to monitor these issues through oversight.

Other Observations (Items described in this section, which may not have been addressed in the charter school's Fiscal Policies and Procedures, are recommended for improvement to align with optimal business practices).

1. Other Postemployment Benefits:

Per the school's 2021-2022 independent audit report, Palisades Charter High's investment accounts that are considered plan assets associated with the school's OPEB is valued at \$4.9M as of June 30, 2022. As noted in the Financial Highlights section above, the school's accumulated post-retirement benefit obligation is \$10,262,085 as of the 2021-2022 independent audit. This is the net liability after accounting for the investment account plan assets.

As of the writing of this report the school has not established an OPEB trust. Per the school, efforts were made to establish a trust with a banking institution in January 2023 in which the bank communicated to the school that they could act as the trust administrator. However, after the school sent a sample trust document to the bank, the bank recommended utilizing a third party trust attorney to draft the trust. The school anticipates that a trust attorney will have the documents drafted by the end of July and subsequently presenting to the school's governing board at a future board meeting.

The school contributed \$790,000 to the OPEB funds in Fiscal Year 2021-2022 and anticipates contributing \$790,000 in both Fiscal Years 2022-2023 and 2023-2024, respectively, exceeding the 20-year funding schedule analysis provided with the school's last actuarial report as of June 30, 2021. The school's 2021-2022 independent audit reported a finding regarding the non-adherence to FASB ASC 715 and the requirements of obtaining an annual actuarial study for the school's OPEB liability. Please see the Areas Noted for Further Growth and/or Improvement section above for additional information.

As the school continues to address the OPEB obligation, the CSD continues to recommend that the school's governing board direct the school leadership or its investment committee to (1) Research, identify, and secure the service of a reputable and experienced third-party administrator to manage the investment of the APBO funds to legally protect the school employees' postemployment benefits, with the goal of increasing returns within legal requirements; (2) Request the school's actuary to complete an annual re-measurement of the pension plan liabilities [pursuant to ASC 715], which shall consider changes in assumptions, plan provisions, and census data, to the extent that failing to account for such changes would materially impact the results; and (3) Request the school's actuary to perform an actuarial funding analysis, as needed, and make appropriate annual contributions to fund the school's unfunded OPEB obligations.

The CSD will continue to monitor the school's progress through oversight.



SCHOOL NAME: Palisades Charter High

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2. Credit Card Late Fees:

Based on the CSD's review of the school's credit card statements for the period spanning from September 2022 through February 2023, the CSD noted that the credit card statements provided by the charter operator referenced late fees. These late fees, as reflected on the credit card statements, are summarized below.

Item #	Acct #	Month	Posting Date	Finance Charges	Transaction Description
1	X0565	September 2022	9/30/2022	\$62.81	Late Fees
2	X0565	October 2022	10/31/2022	\$70.66	Late Fees
3	X0565	November 2022	11/30/2022	\$38.30	Late Fees
4	X0565	December 2022	12/31/2022	\$33.72	Late Fees
5	X0565	January 2023	1/31/2023	\$61.57	Late Fees
6	X0565	February 2023	2/28/23	\$45.68	Late Fees
			TOTAL	\$312.74	

In response to the CSD's observation above, the school identified a few factors that contributed to late fees: (1) transition of duties created by a vacancy in the Finance Manager role (2) cross-training duties required due to transition of the associated student body clerk and (3) CBO oversight. The school states that "the school takes precaution on each credit card transaction and ensures receipts align with PO amounts and billed amounts. As a result of this due diligence, some of the payments were submitted late." The school states that credit card reports are presented at the monthly Budget & Finance Committee and Board meetings and besides showing expenses and funding sources the school will also disclose "unpaid balances" and any applicable late fees to be more transparent. The CBO's goal is to avoid these fees in the future.



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The CSD recommends that the school implement procedures to track all recurring and non-recurring invoices and billing statements and ensure that all vendors and credit card balances are paid timely, to prevent the school from incurring additional late fees and/or interest charges in the future.

3. Late Submission of 2021-2022 Independent Audit Report:

State of California Education Code § 47605(m) requires each charter school to transmit a copy of its annual independent financial audit report for the preceding year by December 15 of each year. Consistent with guidance provided by the Los Angeles County Office of Education (LACOE), LAUSD granted an extension based on Palisades Charter High's request through January 15, 2023, and its extraordinary reasons provided to the CSD. Palisades Charter High cited staffing shortages in the school's finance office at the Finance Manager and Finance Clerk positions. In addition, the school noted that the audit firm informed the school that the auditor did not have the staffing capacity to review the submitted items before the December 15 deadline. This extension does not waive the legal deadline specifically set forth in applicable state law, but rather permits the filing of the report after the deadline. Palisades Charter High's annual independent audit report was received on February 15, 2023.

The Charter Schools Division will continue to monitor this issue referenced above during the next oversight visit. The results may be factored into the school's rating for next year.

Corrective Action Required:

None noted that require immediate action to remedy concerns in this report.

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Notes:

I. Review of Fiscal Documentation

- 1. Reviewed independent audit report for the Fiscal Year ended June 30, 2022, and noted the following:
 - a. Audit opinion: Unmodified/Unqualified.
 - b. Material weaknesses: None Reported.
 - c. Deficiencies/Findings: Yes, please see the description below. Palisades Charter High's 2021-2022 independent audit reports two findings: one regarding the reporting of the school's other postemployment benefit liability reporting and the other regarding the use of grant funds. Please see the Area Noted for Further Growth and/or Improvement section above for further details.
 - d. Lack of a Going Concern: None Reported.
- 2. The 2021-2022 audited and unaudited actuals do not mirror each other. The variances in Current Liabilities and Total Expenditures are primarily due to adjustments related to the OPEB investment account recorded by the auditors.
- 3. The school's reported Norm Enrollment was 2,973, 3,031, 3,097, 2,982, and 2,967 students for Fiscal Years 2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023 respectively, representing an accumulated decrease in enrollment of 6 students since Fiscal Year 2018-2019. The school's reported Norm Enrollment for Fiscal Year 2022-2023 is 2,967 students, which is 33 students (or approximately 1.1%) below its projected student enrollment for Fiscal Year 2022-2023 (i.e., 3,000 students) per the school's petition enrollment roll-out plan in its current charter. As noted above, the school has maintained a balanced budget for Fiscal Year 2021-2022 and projects a balanced budget for Fiscal Year 2022-2023 Second Interim Financials. The CSD will continue to monitor the school's student enrollment through oversight.
- 4. A Segregation of Duties (SOD) review(s) was conducted remotely at Palisades Charter High via videoconference. No discrepancies were noted.
- 5. Reviewed 15 checks (and 3 electronic credit/debit transactions). No discrepancies were noted.
- 6. Reviewed bank statements and bank reconciliations from September 2022 through February 2023. Selected the months of January 2023 and February 2023 for sample testing. No discrepancies were noted.
- 7. Reviewed 6 credit card statements from September 2022 through February 2023. Selected the months of January 2023 and February 2023 for sample testing. The CSD's observations were noted under the Other Observations section above.
- 8. Reviewed student body financial records from September 2022 through February 2023. No discrepancies were noted.

II. Review of 2022-2023 Fiscal Preparation Guide

- 1. Most current fiscal reports presented to the charter school's governing board: a) Balance Sheet; b) Income Statement (Statement of Activities), and c) Cash Flow Statement were provided.
- 2. Minutes of the meeting when the above fiscal reports (i.e., Items 1a., 1b., and 1c.) were presented to and approved by the charter school's governing board were provided.
- 3. Audit/fiscal reports issued by any public agency or third-party organizations, and the school's governing board minutes of all meetings reflecting the discussion of any of the fiscal reports and applicable audit findings resolution/corrective action were not provided as the charter school has indicated not applicable
- 4. Minutes of the meeting when the 2022-2023 budget was adopted were provided.
- 5. Evidence of the charter school is offering STRS, PERS, Social Security, and/or any other benefits to its employees, and that this is done in a manner that is consistent with the charter terms and the Charter Schools Act (Education Code 47611) was provided.



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- 6. Minutes of the meeting reflecting the selection of the independent auditor were provided.
- 7. Minutes of the meeting reflecting the discussion of the most current independent audit report were provided.
- 8. Minutes of the meeting reflecting the receipt, review, and discussion of the most current four interim financial reports (i.e., preliminary budget, first interim and second interim financial reports, and unaudited actuals) submitted to LAUSD were provided.
- 9. Minutes of the meeting reflecting the discussion and resolution of complaints received from staff or vendors were not provided as the charter school has indicated not applicable.
- 10. Minutes of the meeting reflecting the receipt, review, and discussion of the most current Annual Performance-Based Oversight Visit were provided.
- 11. A copy of the most current fiscal policies and procedures was provided.
- 12. Minutes of the meeting reflecting approval of the current fiscal policies and procedures and, if applicable, minutes of the meeting reflecting the approval of the current procurement policies and procedures were provided.
- 13. A copy of the charter school's organizational chart that depicts the current reporting structure of the charter school, including but not limited to, any board members, charter management organization (CMO) employees (when applicable), and/or school employees, who handle day-to-day finances and/or have responsibilities outlined within the charter school's fiscal policies and procedures was provided.
- 14. An itemized accounting regarding the total compensation paid in Fiscal Year 2021-2022 to all executives, school leaders, administrators, directors, and non-certificated staff, who may have decision-making authority over the charter school, either employed directly by the charter school or the entity managing the charter school was provided.
- 15. A description of the relationship (legal, business or otherwise) the charter school maintains with any related party as defined in the CSD's 2022-2023 Fiscal Preparation Guide Item 15 was not provided as the charter school has indicated not applicable.
- 16. Copies of any and all of the most current signed and executed agreements/contracts within the last year (i.e., 2021-2022) or since the last update, whichever is later (including attachments and exhibits that accompany the agreements/contracts) with the administrative services provider and/or the back office services provider, or the charter school's operator and/or charter school's home office (e.g., management contracts, service agreements, license agreements, affiliation agreements, etc.) were not provided as the charter school has indicated not applicable.
- 17. Minutes of the meeting reflecting approval of the management fees, licensing fees, or any other fees were not provided as the charter school has indicated not applicable.
- 18. A copy of the sole statutory member's by-laws, and a copy of the sole statutory member's articles of incorporation were not provided as the charter school has indicated not applicable.
- 19. The most current accounts payable aging report, listing the balances owed, vendor names, invoice numbers, invoice dates, number of days outstanding, and, if applicable, explanations for 90+ days outstanding invoice(s) or in accordance with the charter school's fiscal policies and procedures was provided.
- 20. Check registers, or a list of all check/cash disbursements (when the school's payments are outsourced to a third party provider), documenting all checks and electronic debit transactions for the prior 12 months (spanning from April/2022 to March/2023) were provided. No discrepancies were noted.
- 21. a) A list of all active credit card account(s), b) (If applicable) A list of all closed credit card account(s) within the last year, and c) All credit card statements for the most current six months (spanning from September/2022 to February/2023) were provided. The CSD's observations were noted under the Other Observations section above.
- 22. a) A list of all active school bank account(s), b) (If applicable) A list of all closed school bank account(s) within the last year, c) Monthly bank statements and reconciliation reports for the most current six months (spanning from September/2022 to February/2023), and d) (If applicable) A list of all debit cards were provided. No discrepancies were noted.
- 23. Student body financial records (including ASB policies and procedures, budgets, cash flow statements and projections, bank statements with reconciliations, audit reports, and other fiscal reports, if applicable) were provided.



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- 24. The most current inventory listing for both capitalized and non-capitalized equipment, in Microsoft Excel format, including equipment description/type, brand/model, tag number, acquisition date, purchasing price, book value, asset life, and location of use was provided.
- 25. A link to the charter school's website where the Education Protection Account (EPA) revenue and expenditures report pertaining to the prior fiscal year (i.e., 2021-2022) is posted (as required by Article XIII, Section 36, Subdivision (e), Paragraph (6) of the California Constitution) was provided.
- 26. Links to the charter school's website where the current (1) Audited Financial Statements, and (2) Local Control and Accountability Plan (LCAP) are posted (or the school's assertion that its Audited Financial Statements are made available to members of the public) in accordance with Education Code section 47606.5(h) and/or LAUSD's Charter School Transparency Resolution were provided.
- 27. Documents pertaining to the charter operator's/school's financing/borrowing activities were not provided as the charter school has indicated not applicable.
- 28. The charter school's plan(s) for the purchase/new lease, relocation/expansion to new school site(s), facilities-related expansions, and/or major improvements to the existing and/or new school site(s) and pertinent documents with the following information, as appropriate were not provided as the charter school has indicated not applicable.
- 29. Disclosure of legal issues was not provided as the charter school has indicated not applicable.

	Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):
	N/A
1	



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Fiscal Operations Rubrics

Existing School – a charter school that was/is in operation/active in the preceding school year(s) and the current school year. Existing schools may receive a rating of 1, 2, 3, or 4.

New School – a charter school that is in its first year of operation in the current school year and does not have an independent audit report for its first operative year on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools may receive a rating of 1 or 2.

An existing school that, at a minimum, meets all of the Required Criteria and at least four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished [Rating of 4].

Existing Schools (based on the most current annual audit):

REQUIRED CRITERIA

- 1. Net assets are positive in the prior two audits;
- 2. The cash balance at the beginning of the school year is positive;
- 3. The two most current annual independent audits show no material weaknesses, deficiencies, and/or findings;
- 4. If applicable, federal, state, and other public agency audits/reviews (e.g., California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS), Fiscal Crisis & Management Assistance Team (FCMAT), United States Department of Education (USDE), California Department of Education (CDE), etc.), at the time of the oversight visit, show no outstanding material weaknesses, deficiencies, and/or findings;
- 5. Vendors and staff are consistently paid in a timely manner;
- 6. Governing board approves Fiscal Policies and Procedures, at a minimum, once prior to each charter renewal term;
- 7. Charter school consistently adheres to the governing board-approved Fiscal Policies and Procedures;
- 8. Governing board adopts the annual budget;
- 9. Governing board reviews and/or discusses reports (e.g., first interim, second interim, unaudited actuals, audited financial statements, etc.) submitted to LAUSD;
- 10. If applicable, governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD;
- 11. There is no apparent conflict of interest;
- 12. The Education Protection Account allocation and expenditures, audited financial statements, and the most current governing board-approved

An existing school that, at a minimum, meets all of the Required Criteria and at least three of the Supplemental Criteria listed below would be assessed eligible to be considered as <u>Proficient [Rating of 3]</u>.

Existing Schools (based on the most current annual audit):

REOUIRED CRITERIA

- 1. Net assets are positive in the most current audit;
- 2. The cash balance at the beginning of the school year is positive;
- 3. The most current annual independent audit shows no material weaknesses, deficiencies and/or findings;
- 4. If applicable, federal, state, and other public agency audits/reviews (e.g., CalSTRS, CalPERS, FCMAT, USDE, CDE, etc.), at the time of the oversight visit, show outstanding findings, and the school is able to demonstrate evidence of remedies in addressing these findings;
- 5. Vendors and staff are generally paid in a timely manner;
- 6. Governing board approves Fiscal Policies and Procedures, at a minimum, once prior to each charter renewal term;
- 7. Charter school generally adheres to the governing board-approved Fiscal Policies and Procedures;
- 8. Governing board adopts the annual budget;
- 9. Governing board reviews and/or discusses reports (e.g., first interim, second interim, unaudited actuals, audited financial statements, etc.) submitted to LAUSD;
- 10. If applicable, governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD;
- 11. There is no apparent conflict of interest;
- 12. The Education Protection Account allocation and expenditures, audited financial statements, and the most current governing board-approved LCAP are posted on the charter school's website;
- 13. The LCAP is submitted to the appropriate agencies;



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An existing school that, at a minimum, meets all of the Required Criteria and at least four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished [Rating of 4].

LCAP submitted to the appropriate agencies, are posted on the charter school's website:

- 13. The LCAP is submitted to the appropriate agencies;
- 14. Reasonable requests for information made by the Charter Schools Division and LAUSD are consistently processed or submitted by the charter school in a timely manner;
- 15. There are no discrepancies cited in the Areas Noted for Further Growth and/or Improvement;
- 16. If applicable (when audited and unaudited actuals do not mirror each other), adequate explanations are provided by the school for significant variances between audited and unaudited actuals, and there are no indications of the school's potential lack of internal controls over financial statements;
- 17. Proper segregation of duties is consistently in place;
- 18. If applicable, there are no outstanding fiscal-related tiered intervention notices issued to the school; or the school has no tiered intervention notices as of the oversight report issuance date; and
- 19. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are fully met by the required deadline(s); or the school has no fiscal benchmarks in its current charter term.

<u>Note</u>: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

- The school maintains the minimum reserve for economic uncertainties as defined in California Code of Regulations (CCR), Title 5, Section 15450 (https://www.law.cornell.edu/regulations/california/5-CCR-Sec-15450) per the most current audit (i.e., unrestricted fund balance divided by total expenditures);
- 2. The cash balance at the beginning of the school year is at least 5% of the prior year's expenses;

An existing school that, at a minimum, meets all of the Required Criteria and at least three of the Supplemental Criteria listed below would be assessed eligible to be considered as <u>Proficient [Rating of 3]</u>.

- 14. Reasonable requests for information made by the Charter Schools Division and LAUSD are generally processed or submitted by the charter school in a timely manner;
- 15. There are no significant recurring issues cited in the Areas Noted for Further Growth and/or Improvement;
- 16. If applicable (when audited and unaudited actuals do not mirror each other), at least partial explanations are provided by the school for significant variances between audited and unaudited actuals, and there are no indications of the school's potential lack of internal controls over financial statements;
- 17. Proper segregation of duties is generally in place;
- 18. If applicable, the charter school is in the process of resolving outstanding fiscal issues cited in a Notice issued by the CSD as part of its tiered intervention process; and
- 19. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are partially met by the required deadline(s).

<u>Note</u>: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

- 1. The school maintains the minimum reserve for economic uncertainties as defined in California Code of Regulations (CCR), Title 5, Section 15450 (https://www.law.cornell.edu/regulations/california/5-CCR-Sec-15450) per the most current audit (i.e., unrestricted fund balance divided by total expenditures);
- 2. The cash balance at the beginning of the school year is at least 5% of the prior year's expenses;
- 3. Enrollment is stable or changing at a manageable rate (e.g., the school still maintains a balanced budget, etc.);



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An existing school that, at a minimum, meets all of the Required Criteria and
at least four of the Supplemental Criteria listed below would be assessed
eligible to be considered as Accomplished [Rating of 4].

An existing school that, at a minimum, meets all of the Required Criteria and at least three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient [Rating of 3].

- 3. Enrollment is stable or changing at a manageable rate (e.g., the school still maintains a balanced budget, etc.);
- 4. The school maintains sound short-term financial viability (i.e., current ratio is recommended to be at least 1.2 or 120%);
- 4. The school maintains sound short-term financial viability (i.e., current ratio is recommended to be at least 1.2 or 120%);
- 5. The school maintains sound long-term financial sustainability (i.e., debt ratio is recommended to be lower than 1.0 or 100%); and
- 5. The school maintains sound long-term financial sustainability (i.e., debt ratio is recommended to be lower than 1.0 or 100%); and
- 6. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at governing board meetings.
- 6. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at governing board meetings.

An existing school that, at a minimum, meets all of the Required Criteria, and at least two of the Supplemental Criteria listed below would be assessed eligible to be considered as Developing [Rating of 2].

An existing school would be assessed as Unsatisfactory [Rating of 1] based on the statements below:

REOUIRED CRITERIA

- 1. Net Assets are positive in the most current audit; net assets are negative with strong trend towards becoming positive (be positive at the end of the third year per the applicable interim financials); or the school's financial condition fluctuates from year to year, with significant net losses, leading to negative net assets in the current fiscal year and/or the foreseeable future fiscal years;
- An Unsatisfactory rating is assessed based on the following conditions, including, but not limited to:

2. The cash balance at the beginning of the school year is positive; and

A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Accomplished, Proficient, or Developing. The charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide a satisfactory response. The charter school has shown no feasible financial plans, and/or immediate sources of funding to maintain a viable budget and/or sustain the school's operation to mitigate the negative fiscal condition. The charter school's governing board members and/or leadership lack fiscal capacity.

3. Governing board approves Fiscal Policies and Procedures, at a minimum, once prior to each charter renewal term.

> Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition.

Note: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

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	sting school that, at a minimum, meets all of the Required Criteria,	An existing school would be assessed as <u>Unsatisfactory</u> [Rating of 1] based on the
	least two of the Supplemental Criteria listed below would be assessed	statements below:
eligible	to be considered as <u>Developing [Rating of 2]</u> .	
1.	The school maintains the minimum reserve for economic uncertainties	
	as defined in California Code of Regulations (CCR), Title 5, Section	
	15450 (https://www.law.cornell.edu/regulations/california/5-CCR-	
	Sec-15450) per the most current audit (i.e., unrestricted fund balance	
	divided by total expenditures);	
2.	The cash balance at the beginning of the school year is at least 5% of	
	the prior year's expenses;	
3.	Enrollment is stable or changing at a manageable rate (e.g., the school	
	still maintains a balanced budget, etc.);	
4.	The school maintains sound short-term financial viability (i.e., current	
	ratio is recommended to be at least 1.2 or 120%);	
5.	The school maintains sound long-term financial sustainability (i.e.,	
	debt ratio is recommended to be lower than 1.0 or 100%); and	
6.	Fiscal reports (e.g., balance sheet, income statement, budget to actuals,	
	cash flow statement, etc.) are presented to the governing board at	
	governing board meetings.	

A new school that, at a minimum, meets all of the Required Criteria listed below would be assessed eligible to be considered as <u>Developing [Rating of 2]</u>.

A new school would be assessed as <u>Unsatisfactory</u> [Rating of 1] based on the statements below:

New Schools:

REQUIRED CRITERIA

- 1. Interim reports and/or unaudited actuals project positive net assets;
- 2. Projected debt, if any, is managed efficiently and will not cause the charter school to end the fiscal year with negative net assets. The non-profit organization is financially viable to support the charter school;
- 3. If enrollment is significantly below the enrollment per the school's *Pupil Estimates for New or Significantly Expanding Charters* report and/or its approved petition budget, the charter school has made significant adjustments in their operations to allow for the reduced income, and submitted a revised viable three-year budget and three-year cash flow projections;

New Schools:

An Unsatisfactory rating is assessed based on the following conditions, including, but not limited to:

A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for *Developing*. The charter school was given a certain period of time to address the fiscal concerns of LAUSD but failed to provide a satisfactory response. The charter school has shown no *feasible* financial plans, and/or immediate sources of funding to maintain a viable budget and/or sustain the school's operation to mitigate the negative fiscal condition. The charter school's governing board members and/or leadership lack fiscal capacity.



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	school that, at a minimum, meets all of the Required Criteria listed would be assessed eligible to be considered as <u>Developing [Rating of </u>	A new school would be assessed as <u>Unsatisfactory</u> [Rating of 1] based on the statements below:
4.	Governing Board adopts the annual budget;	Continued operation of a charter school that is assessed as Unsatisfactory may result
5.	8 8	to non-implementation of instructional programs as provided in the petition.
	financial reports as evidenced by the governing board meeting minutes;	
6.	Reasonable requests for information made by the Charter Schools	
	Division and LAUSD are processed or submitted by the charter school in a timely manner;	
7.	The most current governing board-approved LCAP is posted on the charter school's website; and	
8.	The LCAP is submitted to the appropriate agencies.	
	Other circumstances and information could influence the rating and will ed in the evaluation.	Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

Coversheet

School Organized Conferences/Trips

Section: X. Consent Agenda: Finance Items Item: A. School Organized Conferences/Trips

Purpose: Vote

Submitted by:

Related Material: Conference_Travel Request.pdf



Palisa les Charter High School

Palisa les Charter High School

Source Reg.

15777 Bowdoin St. • Pacific Palisades • California 90272

(310) 230-6623 • FAX (310) 454-6328

**CONFERENCE/TRAVEL REQUEST FORM

CONFERENCE/TRAVEL REQUEST FORM

Employee Attendee(s) Nam	ne(s): Karr	en Elli	is		,		
Department/Site: College Center Date of Request: 8/3/23							
Name of Conference/Activity: NACAC(National Association of							
Organization/Company Hole	ding the Conference	e/Activity:	College Ad	nissi	00 (0	unselin	
Location of Conference/Act	ivity: NACAC	- Balti	Date(s) of Confer	ence/Activity:	Sept.	20-23	
Purpose/Rationale (How wi		college		confere	ince p	rovides	
			ople, be sure to include all cost	s for all individ	luals):	scileras	
					Reimburse-	J. TER	
				Pali to Pay Directly	ment Requested	Cont	
Estimated Expenditures	1	0 0		Directly	Nequesteu	Cost	
Conference Registration	people	@ \$	- per person			\$ 510-0	
Certificated Substitute(s)	days	@	per day (sal. & stat. ben.)			\$ -	
Travel - Mileage	miles	@ \$ 0.6	625 per mile			\$ -	
Travel - Airfare	people	@ \$	- per person			\$ 611-0	
Travel - Ride Sharing	To and f	rom ai	Type total amount into "cost"			\$ 100-0	
Svs/Taxi/Shuttle	100.00) (appr				1000	
Lodging	nights	@ \$190	9. Oper night + 17,50	% tax		\$935,30	
Meals	4 Breakfasts	@ \$ 1	0.00 per meal				
	Lunches	@ \$ 1	0.00 per meal			\$160 -00	
	Dinners	@ \$ 2	20.00 per meal				
Other (Parking, Tolls, Confe	erence Materials, et	c.) - please lis	st below:			\$ -	
			TOT	L AL APPROXII	MATE COST	\$2316.3	
				AMOUNT	APPROVED	2,316.3	
without prior approval from an administrator. Upon returning from an approved event, attendee must submit an itemized Request for Reimbursement and/or a Mileage Report & Reimbursement Claim form with a copy of this form, the activity agenda/program, and all original itemized receipts for any out of pocket expenses to supervisor within 3 to 5 days of return. Expenses submitted without original itemized receipts will not be reimbursed. Requestor Signature:							
	H. n.	,		Data	0/./	- 3	
Executive Director Approval:	gam 9 M	afer		Date:	0/4/2	025	
Funding Source:		_ SACS Co	ode:	-			
Will costs be reimbursed by ar	nother organization?	Yes/No	If so, what organization?				
Board of Trustee/Designee Ap	oproval:			Date:			
Board Approval Date (if applic	:able):		Business Office Review				
				(in	tial)	(date)	



Palisades Charter High School

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CONFERENCE/TRAVEL REQUEST FORM

Employee Attendee(s) Nam	e(s): Guado	NV	10	GIV	nerrez			
Department/Site:	Student Support			Service	5 SpEd Date of Request:	08 08	123	
Name of Conference/Activity	V: Nation	1	As	social	non of School	Psycholi	day con	vention
Organization/Company Hold	ling the Conference	Acti	ivity:		NASP	U	0)	, ,
Location of Conference/Acti	vity: <u>New Or</u>	lea	ns	LA	Date(s) of Confer	ence/Activity:	02/4/20	1-02/17/24
Purpose/Rationale (How wil	I this conference/ac	tivity	be o	of value	to the school?)		, ,	, ,
Cost Estimate (if one form i	s being submitted fo	or mu	ultipl	e people	, be sure to include all cost	s for all individ	luals): Reimburse-	
						Pali to Pay	ment	
Estimated Expenditures						Directly	Requested	Cost
Conference Registration	people	@	\$	-	per person			\$ -
Certificated Substitute(s)	days	@			per day (sal. & stat. ben.)			\$ -
Travel - Mileage	miles	@	\$	0.585	per mile			\$ -
Travel - Airfare	people	@	\$	-	per person			\$ -
Travel - Ride Sharing					Type total amount into "cost"			\$ -
Svs/Taxi/Shuttle					cell			
Lodging	nights	@	\$	-	per night			\$ -
Meals	Breakfasts	@	\$		per meal			
	Lunches	@	\$		per meal			\$ -
	Dinners	@	\$		per meal			
Other (Parking, Tolls, Confe	rence Materials, etc	c.) - p	oleas	e list be	ow:			\$ -
					TOTA	AL APPROXII	MATE COST	\$ -
						AMOUNT	APPROVED	
I understand that my request in not granted until approved by administration and that, once approved, costs may not exceed the above estimate without prior approval from an administrator. Upon returning from an approved event, attendee must submit an itemized Request for Reimbursement and/or a Mileage Report & Reimbursement claim form with a copy of this form, the activity agenda/program, and all original itemized receipts for any out of pocket expenses to supervisor within 3 to 5 days of return. Expenses submitted without original itemized receipts will not be reimbursed. Requestor Signature:								
Executive Director Approval:						Date:	2	
Funding Source:		_	SAC	S Code:				
Will costs be reimbursed by an	other organization?		Ye	s/No	If so, what organization?			
Board of Trustee/Designee App	oroval:					Date:		
Board Approval Date (if applica	ble):				_Business Office Review			/da (-)
,			80			(ini	tial)	(date)



Palisades Charter High School

15777 Bowdoin St. • Pacific Palisades • California 90272 (310) 230-6623 • FAX (310) 454-6328

CONFERENCE/TRAVEL REQUEST FORM

Employee Attendee(s) Nam	e(s): Chels	sa	u	Bra	wers			8
Department/Site:	Straint &	202	H	Sec	Date of Request:	0810	8123	
Name of Conference/Activit				sociat	ion of school	Bycholo	an Conv	ention
Organization/Company Hole	ding the Conference	/Act	ivity:		NASP			
Location of Conference/Acti	vity: New O	CVC	ans	LA	Date(s) of Confer	ence/Activity:	02/14/	24-02171
Purpose/Rationale (How wil	I this conference/ac	tivity	be o	of value t	o the school?)			24
Cost Estimate (if one form	is being submitted fo	or m	ultipl	e people	be sure to include all cost	s for all individ	duals):	
Estimated Expenditures						Pali to Pay Directly	Reimburse- ment Requested	Cost
Conference Registration	people	@	\$	-	per person			\$ -
Certificated Substitute(s)	days	@			per day (sal. & stat. ben.)			\$ -
Travel - Mileage	miles	@	\$	0.585	per mile			\$ -
Travel - Airfare	people	@	\$	-	per person			\$ -
Travel - Ride Sharing Svs/Taxi/Shuttle					Type total amount into "cost" cell		,	\$ -
Lodging	nights	@	\$	-	per night			\$ -
Meals	Breakfasts	@	\$	10.00	per meal			
	Lunches	@	\$	10.00	per meal	at the second		\$ -
	Dinners	@	\$	20.00	per meal			
Other (Parking, Tolls, Confe	rence Materials, etc	:.) - p	oleas	e list bel	OW:			\$ -
					TOTA	AL APPROXII		\$ -
						AMOUNT	APPROVED	
I understand that my request in without prior approval from an a Reimbursement and/or a Milea itemized receipts for any out of will not be reimbursed. Requestor Signature:	administrator. Upon re ge Report & Reimburs	turni seme	ng fro	om an app aim form within 3 to	proved event, attendee must s with a copy of this form, the a	submit an itemiz ctivity agenda/į	zed Request fo program, and a	r II original
Executive Director Approval:		7				Date:	-	
Funding Source:			SAC	S Code:				
Will costs be reimbursed by an	other organization?		Ye	s/No	If so, what organization?			
Board of Trustee/Designee App	oroval:					Date:	The same of the sa	
Board Approval Date (if applica	able):				Business Office Review	1:_:	tio!)	(date)
						(ini	tial)	(udie)

National Association of School Psychology Convention (NASP) 2024

Date: February 14-17

Location: New Orleans, Louisiana

Hotels: Partnered with NASP - Marriott and Sheraton New Orleans on Canal Street

Registration Information: Registration opens October 2, 2023. Convention attendees enjoy discounted hotel room rates* through the NASP Housing Center beginning October 2, 2023.

Pricing:

Early Registration 11/15/2023-01/10/2024:

Member: \$269Nonmember: \$509

Full Registration 1/11/2024-02/07/2024:

Member: \$319Nonmember: \$559

NOTE: Lupita and I are not members.

• Chelsay and Lupita: \$230.00 each to get "Regular Membership."

ESTIMATED BUDGET

Registration	Flights	Hotel
Lupita Membership: \$230 Chelsay Membership: \$230 Early Registration: \$269 x2 Total: \$998.00	Current flights from LAX to MSY 02/13/24 - 02/17/24 Round Trip: \$415.00 x2 Total: \$830.00	Lupita and I will share a room. NASP Pricing – Marriott: \$259.00 per night x 4 nights. Total w/o tax and fees: \$1,036.00 NASP Pricing – Sheraton: \$259.00 per night x 4 nights. Total w/o tax and fees: \$1,036.00
		Estimate Grand Total: \$2,864.00