

## **EDP CONTRACT**

**CONTRACT FOR EMPLOYMENT OF  
PRINCIPAL & CHIEF ADMINISTRATIVE OFFICER  
BETWEEN  
PALISADES CHARTER HIGH SCHOOL  
AND  
DR. PAMELA A. MAGEE**

This Contract is hereby made and entered into as of June 12, 2011, by and between the BOARD OF TRUSTEES ("Board") of the PALISADES CHARTER HIGH SCHOOL ("PCHS") and DR. PAMELA A. MAGEE ("Principal & CAO" or "Dr. Magee").

NOW, THEREFORE, it is hereby agreed as follows:

1. **Principal and Chief Administrative Officer**

Dr. Magee is hereby employed as PCHS's Principal and Chief Administrative Officer, reporting directly to the Board. Until the Charter is amended to reflect Dr. Magee's new title, she shall exercise the authority vested by the Charter in the Executive Director and the Principal.

2. **Term of Employment**

Subject to Section 9, below, the term of this Contract shall be for a period of four (4) years, commencing July 1, 2011, through June 30, 2015. The contract may, at the Board's discretion, be extended for an additional year upon the Principal & CAO's receiving a satisfactory performance evaluation by the Board.

3. **General Terms and Conditions of Employment**

This Contract is subject to all applicable laws, rules, and regulations of the State of California, the California State Board of Education, the Los Angeles Unified School District, and PCHS's Charter. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

4. **Powers and Duties**

The Principal & CAO shall perform all of her powers and duties in accordance with applicable laws, rules, and regulations, the policies adopted by the Board (including the Governance Policies), and the published position description for the Principal and Chief Administrative Officer. All powers and duties legally delegated to the Principal & CAO are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Principal & CAO's duties and functions shall include those specified in Appendix A, attached hereto and incorporated herein.

The Principal & CAO is exempt from state and federal overtime law.

5. **Evaluation**

In communication with the Board, PCHS personnel, and the community, the Principal & CAO shall facilitate the development of annual institutional goals for Board approval. This process shall take place before the beginning of each school year.

The Board shall formally evaluate and assess in writing the performance of the Principal & CAO at least once a year. The annual evaluation shall be in writing and shall be completed by July 30, 2012, and, thereafter, by July 30 of each subsequent year, for the immediately preceding school year, unless another date is agreed upon by the Board and the Principal & CAO. The Board shall establish a special meeting to discuss the evaluation with the Principal & CAO. The Principal & CAO's evaluation shall be based upon the duties outlined in this Contract, including Board-adopted priority tasks, and PCHS's attainment of its annual institutional goals and any other goals and objectives established by the Board in consultation with the Principal & CAO.

6. **Compensation/Salary**

- A. Effective July 1, 2011, the annual base salary of the Principal & CAO shall be One Hundred and Sixty Thousand Dollars (\$160,000), subject to all regular withholdings, and paid in twelve (12) equal monthly installments.

Effective July 1, 2012, and on each subsequent July 1 through 2016, the Principal & CAO shall receive a five percent (5%) salary adjustment, contingent on receiving a satisfactory evaluation from the Board for the immediately preceding school year, which raise shall be withheld and paid retroactively following the conclusion of the evaluation. The Board reserves the right to further adjust salary or benefits for any period of this Contract.

Except as herein provided, any adjustment in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination of this Contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

- B. The Principal & CAO shall receive a doctoral stipend in the amount of One Thousand Five Hundred Dollars (\$1,500) per annum.

7. **Professional Schedule and Vacation and Fringe Benefit**

- A. The Principal & CAO shall be required to render twelve (12) months full and regular service to PCHS, during each annual period covered by this contract or a portion thereof, provided, however, that the Principal & CAO shall be entitled to twenty-four (24) days of annual vacation with pay, exclusive of Board approved school holidays for management employees of PCHS, resulting in 224 work days.

At the end of each school year, the Principal & CAO may "cash out" no more than ten (10) days of earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

Earned and unused vacation shall be carried over from year to year. In no event, however, shall the Principal & CAO accrue any vacation days in excess of thirty-six (36). Upon separation from PCHS, the Principal & CAO shall be compensated for any earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

The Board encourages the use of vacation time for its intended purpose of providing rest or recreation to the Principal & CAO and reserves the right to insist that the Principal & CAO take such vacation in the event of excessive accumulation.

- B. The Principal & CAO shall be provided with one (1) day per month sick leave, credited in advance for her current year's sick leave entitlement upon initial employment with PCHS. Earned sick leave may be accrued and accumulated in accordance with STRS rules and will not be paid out upon termination.
- C. The Principal & CAO shall be provided all fringe benefits that are provided to PCHS certificated management personnel.

8. **Professional Development**

- A. Professional Activities. The Board encourages the Principal & CAO to participate in professional organizations and activities. PCHS shall pay the Principal & CAO's membership dues in ACSA (Association of California School Administrators) and other relevant local, state, or national organizations, as approved by the Board.
- B. Professional Meetings. The Principal & CAO may attend professional meetings at the local, county, state, and national levels, and all actual and necessary expenses of attendance shall be paid by PCHS, subject to prior Board approval of any such expense in excess of One Thousand Dollars (\$1,000).
- C. Outside Professional Activities. The Principal & CAO may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Principal & CAO's performance of her duties, and subject to prior Board approval.

9. **Termination of Contract**

This Contract may be terminated in the following ways:

- A. **Termination by Mutual Consent.** The Board and Principal & CAO may, by mutual agreement expressed in writing, terminate this Contract at any time.

- B. Termination by the Board. The Board unilaterally and without cause or advance notice may terminate this Contract and the Principal & CAO's employment. In consideration for the Board's right to terminate this Contract without cause, the Board shall pay the Principal & CAO a sum equivalent to the lesser of twelve (12) month's salary and health benefit premiums or the amounts due during the remainder of the Contract.
- C. Termination for Cause. This Contract and the Principal & CAO's employment may be terminated by the Board at any time for cause, upon breach of this Contract. The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Principal & CAO. In lieu of any other hearing, the Principal & CAO shall then be entitled to a conference with the Board within ten (10) work days, at which time the Principal & CAO shall be given a reasonable opportunity to address the Board's concerns. The Principal & CAO shall have the right, at her own expense, to have a representative of her choice at the conference with the Board.
- D. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect, without cause, not to renew this Contract and/or not to re-employ the Principal & CAO upon expiration of this Contract. In such an event, the Board shall provide the Principal & CAO with forty-five (45) days written notice in advance of the expiration of her term of employment. If such a written notice is not provided, the Principal & CAO is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract.
- E. Death or Incapacitation. Death or legal incapacitation shall terminate this Contract. In the event the Principal & CAO becomes incapacitated such that, in the Board's judgment, the Principal & CAO can no longer perform the essential functions of her job, with or without reasonable accommodation, the Board may terminate this Contract.
- F. Revocation/Nonrenewal. In the event the PCHS Charter is revoked or not renewed, this Contract and any obligations thereunder shall terminate immediately upon the effective date of the revocation or nonrenewal of the Charter, and without the need for the processes outlined in Sections B or C, above.

10. Entire Agreement

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this Contract, but not contained in this Contract, shall be valid or binding.



11. Waiver

Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party with any term, condition, or requirement set forth in this Contract. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or from the failure of any party to act, except as otherwise specified in this Contract.

12. Jurisdiction

The parties hereby understand and agree that this Contract, and the Appendix hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

13. Amendments

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

14. Interpretation and Opportunity to Counsel

The parties hereto acknowledge and agree that each has been given an opportunity to review this Contract with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein, and any ambiguity shall not be construed against either party.

15. Severability

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

16. Execution of Counterparts

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

17. Signatures

In witness therein, we affix our signatures to this Contract with the full and complete understanding of the relationship between the parties hereto.

The Board of Trustees of and on Behalf of PCHS

Dated: 6/15/11

By:

James W. Paleno  
James W. Paleno

Chair, Board of Trustees

Dated: 6/15/11

Dr. Pamela A. Mayee  
Dr. Pamela A. Mayee,  
Principal and Chief Administrative Officer

*This Employment Agreement is subject to ratification and approval  
by the PCHS Board of Trustees.*

## APPENDIX A

- A. Serve as the Chief Executive Officer of the Palisades Charter High School. The Principal & CAO shall be delegated all powers and duties necessary to the efficient management and administration of PCHS, to the full extent permitted by law and the Charter. To the extent it is not inconsistent with the Charter, the Principal & CAO shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, so as to best serve the mission of PCHS. Organization of personnel, and employment of new personnel, shall be recommended by the Principal & CAO and subject to approval by the Board.
- B. Work with the Board and all PCHS stakeholders, including PCHS personnel, students, parents, and the public, to develop short- and long-range institutional goals with clear criteria for determining effective achievement and evaluating outcomes.
- C. Provide educational leadership to ensure quality teaching and learning.
- D. Provide leadership, guidelines, and directions to ensure implementation of policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs.
- E. Report at least annually to the Board information regarding student learning and an analysis of student learning, student achievement, and test scores.
- F. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.
- G. Evaluate employees directly accountable to the Principal & CAO and oversee the evaluation of other employees in conformance with applicable law, the Charter, and Board policy.
- H. Provide leadership and direction in planning and financing school facilities to meet program, demographic, and enrollment needs.
- I. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated PCHS programs.
- J. Endeavor to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- K. Establish and maintain an effective community relations program including effective relationships with the media.
- L. Communicate openly, systematically, and in a timely manner with the Board, PCHS personnel, and the community, and promptly inform the Board of significant issues or incidents.



- M. Represent the interests of the Board and PCHS in day-to-day contact with parents, other citizens, community entities, and governmental agencies.
- N. Perform other duties and functions as assigned or required by the Board.