

V.A.

Health Plan Comparison
SISC 2010 vs LAUSD 2009

Kaiser Comparison SISC 2010 vs LAUSD 2009

Benefits	Proposed 2010 Kaiser Permanente HMO	LAUSD 2009 Kaiser Permanente HMO
Deductible		
Individual	None	None
Family	None	None
Hospital Services		
Inpatient	No Copay	No Copay
Outpatient	\$10 Copay	\$10 Copay
Physician Services		
Office Visits	\$10 Copay	\$10 Copay
Maternity (prenatal)	\$10 Copay	No Copay
X-Ray and Labs	No Copay	No Copay
Prescription Drugs		
Generic, 30 Day Supply	\$10 Copay (100-Day Supply)	\$5 Copay (100-day supply)
Brand Name Formulary, 30 Day Supply	\$10 Copay (100-Day Supply)	\$10 Copay (100-day supply)
Brand Name Non-Formulary	N/A	N/A
Maximum Copay Limit		
Individual	\$1,500	\$1,500
Family	\$3,000	\$3,000
Emergency Services		
Inpatient	No Copay If Admitted	No Copay If Admitted
Emergency Room	\$50	\$50
Preventative Care		
Well Baby and Child Exam	\$10 copay	No Copay to Age 2 \$10 Thereafter
Chiropractic Care		
Chiropractic Visits	Not Covered	Not Covered
Mental Health		
Inpatient	No Copay (AB88 severe diagnosis-no limit/ non-AB88 up to 30 days per year)	No Copay up to 45 days Per Year Severe No Limit
Outpatient	\$10 Copay (AB88 severe diagnosis-no limit / non-AB88 up to 20 vists per year)	\$10 Copay Per Visit No Annual Limit
Lifetime Maximum	Unlimited	Unlimited

Blue Cross PPO Comparison SISC 2010 vs LAUSD 2009

Benefits	Proposed 2010 Blue Cross HMO	LAUSD 2009 Blue Cross HMO
Deductible		
Individual	None	None
Family	None	None
Hospital Services		
Inpatient	No Copay	No Copay
Outpatient	No Copay	\$10 Copay
Physician Services		
Office Visits	\$10 Copay	\$10 Copay
Maternity	\$10 copay	No Copay
X-Ray and Labs	No Copay	No Copay
Prescription Drugs		
	Short Term/Maintenance	Short Term/ Maintenance
Generic, 30 Day Supply	\$5-Copay \$10 (90-Day Supply)	\$5 Copay \$10 Copay (90-day supply)
Brand Name Formulary, 30 Day Supply	\$10 Copay \$20 (90-Day Supply)	\$7.50 Copay \$10 Copay (90-day supply)
Brand Name Non-Formulary	N/A	N/A
Maximum Copay Limit		
Individual	\$1,500	\$1,500
Family	\$3,000(2) \$4,500 (fam)	\$3,000(2) \$4,500 (fam)
Emergency Services		
Inpatient	No Copay	No Copay If Admitted
Emergency Room	\$100 /waived if admitted	\$50
Chiropractic Care		
Chiropractic Visits	\$10 Copay	\$10 Copay -Covered under Physical Therapy. Limit 60 visits combined for HMO per injury or illness
Preventative Care		
Well Baby and Child Exam	\$10 Copay	No Copay to Age 7
Mental Health		
Inpatient	\$100 Per Day up to 30 Days Per Year Physician Visits \$35 Copay up to 30 Per Year	No Copay up to 30 days/yr Severe No Copay No Annual Limit
Outpatient	\$35 Copay Limited to 1Visit Per Day & 20 Visits Per Calendar Year	No Copay Visits 1-5 \$10 Copay Visits 6-10 \$20 Copay visits 11-15 \$30 Copay Visits 16-50 Severe \$10 No Limit
Lifetime Maximum	Unlimited	Unlimited

Blue Cross PPO Comparison SISC 2010 vs LAUSD 2009 (HMO Plus)

Benefits	Proposed 2010 Anthem Blue Cross PPO	LAUSD 2009 Blue Cross Plus PPO
Deductible	In-Network / Out-of-Network	HMO Tier / In-Out of Network
Individual	\$200	HMO None / In-Out of Network \$250
Family	\$500	HMO None / In-Out of Network \$750
Hospital Services		
Inpatient	10% After Deductible out of network Benefit Limited to \$600/day	No Copay / 30% after Deductible
Outpatient	10% After Deductible / \$50 copay/50%	\$10 Copay / 30% after Deductible
Physician Services		
Office Visits	\$10 Copay (Deductible Waived) amount over non-participating fee schedule	\$10 Copay / 30% After Deductible
Maternity	Global prenatal bill will be presented after delivery	No Copay/30% after Deductible
X-Ray and Labs	10% After Deductible satisfied / amount over non-participating fee schedule	\$10 Copay / 30% After Deductible
Prescription Drugs	Short Term/Maintenance	Short Term/Maintenance
Generic, 30 Day Supply	\$5 Copay \$10 (90-Day Supply)	\$5 Copay/ \$10 Copay (90-day supply)
Brand Name Formulary, 30 Day Supply	\$10 Copay \$20 (90-Day Supply)	\$7.50 Copay / \$10 Copay (90-day supply)
Brand Name Non-Formulary	N/A	N/A
Maximum Copay Limit	In Network / Out of Network	HMO Tier / In-Out of Network
Individual	\$300 Per Member / \$300 Per Member	\$1,500 / \$7,500
Family	\$300 Per Member / \$300 Per Member	\$3,000 (2) \$4,500 (fam) / \$15,000
Emergency Services		
Inpatient	10% After Deductible satisfied / amount over non-participating fee schedule	No Copay if Admitted / 30% After Deductible
Emergency Room	10% co-pay (waived if admitted) and 50%/Out of Network	\$50 / 30% After Deductible
Chiropractic Care		
Chiropractic Visits	In Network 10% combined Chiro, OT, PT some limits may apply) 100% above non-participating fee schedule	HMO-\$10 Copay covered under Physical Therapy. Limit 60 visits combined for HMO and In/Out of Network per injury In- Network 70% After Deductible. Out-of-Network-70% Reasonable and Customary
Preventative Care		
Well Baby and Child Exam	No copy to age 6/ not covered	No Copay to Age 7 / Not Covered
Mental Health	In Network / Out of Network	HMO Tier/ In Network / Out of Network
Inpatient	Covered by Behavioral Health Program (BHP) In Network with authorization - no cost / Out of Network - with auth \$450 deductible less 50% covered expenses w/o auth, \$700 deductible	HMO-No Copay to 30 days per year of covered / Severe No Limit In- Network- 30% Out-of-Network -30% Limit \$1200 per day
Outpatient	Covered by BHP: In Network - no cost 1-8 visits per year then 7+ visits \$15 co-pay / Out of Network - with auth 50% up to \$50/visit, then 100%	No Copay Visits 1-5 / 30% of Covered \$10 Copay visits 6-10 / 30% of covered \$20 Copay Visits 11-15 / 30% of Covered \$30 Copay visits 16-50 / 30% of covered HMO-Severe \$10 No Limit
Lifetime Maximum	\$5,000,000 per member	Unlimited / \$1,000,000

VSP Comparison SISC 2010 vs LAUSD 2009

Benefits	Proposed 2010 VSP (Signature Network)	LAUSD 2009 VSP (Value Network)
Deductible	VSP Select Network Provider / Non-VSP Provider	VSP Select Network Provider / Non-VSP Provider
	\$20/\$20	\$25 / \$25
Annual Maximum		
	None	None
Examinations (1 every 12 months)		
	Plan pays 100% / Plan pays up to \$35	Plan pays 100% / Plan pays up to \$55
Lenses		
Single Vision	Plan pays 100% / Plan pays up to \$25	Plan pays 100% / Plan pays up to \$40
Lined Bifocal	Plan pays 100% / Plan pays up to \$40	Plan pays 100% / Plan pays up to \$60
Lined Trifocal	Plan pays 100% / Plan pays up to \$50	Plan pays 100% / Plan pays up to \$80
Lenticular	Plan pays 100% / Plan pays up to \$100	Plan pays 100% / Plan pays up to \$125
Standard Progressive	Preferred Member Pricing 35-40% off / Plan pays up to \$80	Preferred Member Pricing / Plan pays up to \$80
Frames (1 every 24 months)		
	Plan pays up to \$130 of-Network Plan pays up to \$30	Out- Plan pays up to \$100 Out-of-Network Plan pays up to \$45
Contact Lenses		
Elective	Plan pays up to \$106 / Plan pays up to \$130 (in lieu of frames)	Plan pays up to \$105 / Plan pays up to \$105
Non-Elective	Plan pays 100% / Plan pays up to \$250 1/Yr	Plan pays up to 75% R&C (1/Yr) / Plan pays up to \$210 1/Yr
Provider Choice		
Provider Choice	Signature Network - 26,100 independent providers nationwide	Value Network - 19,966 independent providers nationwide
Additional Patient Options		
Additional items	SISC has a Signature plan that allows 30-40% savings on patient options. Add'l pairs of glasses or sunglasses ordered the same day receive 30% discount, 20% if ordered later in the year.	LAUSD has a Value plan that do not provide discounts for additional pairs of glasses or sunglasses order the same day or later in the year. No poly carb covered for children.

V. A.

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM**

SISC III

SELF-INSURED SCHOOLS OF CALIFORNIA

MEDICAL, DENTAL AND VISION SYSTEM

SECTION 1	Purpose and Definition.....	2
SECTION 2	Creation of Agency	3
SECTION 3	Term	3
SECTION 4	Governing Board.....	3
SECTION 5	Bylaws	3
SECTION 6	Meetings of the Board.....	3
SECTION 7	Powers and Duties of Board	4
SECTION 8	Officers	5
SECTION 9	Administrative Agent.....	5
SECTION 10	Accounts and Records.....	5
SECTION 11	Fiscal Year.....	6
SECTION 12	Funds.....	6
SECTION 13	Liability of Board Members, Member Entities and Administrative Agent.....	6
SECTION 14	Termination and Withdrawal	7
SECTION 15	Notices.....	8
SECTION 16	Severability	8
SECTION 17	Miscellaneous	8
SECTION 18	Additional Parties.....	8
SECTION 19	Amendments.....	8
SECTION 20	Insurance Policies.....	8
SECTION 21	Member District's Right to Establish Separate Benefit Package.....	9
SECTION 22	Effect on Bargaining Agreements	9

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM**

SISC-III (SELF-INSURED SCHOOLS OF CALIFORNIA)

MEDICAL, DENTAL AND VISION SYSTEM

THIS AGREEMENT dated for convenience as of October 1, 1979, by and among various school districts recorded by name per addenda attached to and made a part of this Agreement.

W I T N E S S E T H:

WHEREAS, Sections 53200, et seq., of the California Government Code permit a school district to provide group medical, dental and vision coverage for district employees; and

WHEREAS, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, any two or more school districts may enter into an agreement pursuant to Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide such coverage; and

WHEREAS, each of the parties hereto desires to join together with each of the other parties for the purpose of providing a medical, dental and vision plan for district employees including board members; and

WHEREAS, it appears economically practical for the parties hereto to do so; and

WHEREAS, it is the desire of the signatories hereto to study and possibly incorporate other forms of risk management into a self-funded program such as that described herein;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. PURPOSE AND DEFINITION. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by acquiring a single policy or policies of insurance (or service contracts) for medical, dental or vision benefits and providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program. It is also the purpose of this Agreement to provide for the inclusion at a subsequent date of such additional school districts as may desire to become parties to the Agreement, and, to the extent permitted by law, to provide for the purchase at a subsequent date of such additional forms of insurance (or service contracts) as may appear practical to the parties.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

Agency - shall mean the SISC III (Self-Insured Schools of California) Medical, Dental and Vision System created by this Agreement.

Board - shall mean the governing board of the Agency.

Service Company - shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same party as the Claims Adjuster.

Claims Adjuster - shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.

District - shall mean singularly one of the school districts or agencies which is a party to this Agreement, and plurally two or more of the school districts or agencies which are party to this Agreement.

Operating Fund - shall mean the fund established by the Agency for the purpose of paying insurance premiums and administrative and other costs.

Insurance Policy - shall mean a policy or policies of insurance purchased by the Agency covering risks of the districts. The term may also include service contracts.

Law - shall mean Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 2. CREATION OF AGENCY. Pursuant to Section 6500 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as SISC-III (Self-Insured Schools of California) Medical, Dental and Vision Agency. The debts, liabilities and obligations of Agency do not constitute debts, liabilities or obligations of any party to this Agreement.

SECTION 3. TERM. This Agreement shall become effective as of October 1, 1979, and shall continue until terminated as hereinafter provided.

SECTION 4. GOVERNING BOARD. The Agency shall be under the direction and control and shall be governed by a governing board which shall hereafter be referred to as the "Board." No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of a minimum of thirteen (13) members elected as prescribed in the Bylaws.

SECTION 5. BYLAWS. The Board shall establish such Bylaws, rules and regulations, not inconsistent with applicable law or with the Agreement, as may be necessary for its operation, the conduct of business, and the operation of the Agency. Bylaws may be amended by the Board as necessary.

SECTION 6. MEETINGS OF THE BOARD.

1. **Regular Meetings.** The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall call at least one regular meeting in each month. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each district. The place of the regular meetings shall be such public building or other place as may be designated by the Board.
2. **Ralph M. Brown Act.** The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).
3. **Minutes.** The Secretary/Treasurer of the Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.
4. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business.

SECTION 7. POWERS AND DUTIES OF BOARD. The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:

- (a) Designate an administrative agent or provide for the management and administration of the Agency including the power to employ and/or terminate a management firm for such purpose, or to employ staff for such purpose.
- (b) Determine annual contribution rates and the method by which such contributions will be paid to the Fund created pursuant to this Agreement.
- (c) Provide for additional assessment during the year, if necessary, to allow for increased cost due to changes in the law or excessive claims costs.
- (d) Determine whether and by what method new or returning members shall be allowed in to the program consistent with the terms of this Agreement.
- (e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this Agreement.
- (f) Insure that a complete and accurate system of accounting of the Fund is maintained at all times.
- (g) Determine the manner in which health benefits claims shall be processed.
- (h) Maintain or cause to be maintained accurate case records for all claims paid. Loss reports shall be forwarded to member districts on at least an annual basis.
- (i) Enter into contracts consistent with the terms of this Agreement.
- (j) Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.
- (k) Make appropriate periodic reports to the membership on the status of the Agency and its program.
- (l) Develop, or cause to be developed, and adopt an annual budget for the Agency.
- (m) Perform any and all other functions necessary to accomplish the purposes of this Agreement.
- (n) The Agency shall have the power to invest or cause to be invested in compliance with Sections 6509.5 and 6505.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Fund in such securities as allowed by Section 53601 of the California Government Code.
- (o) Issue bonds, notes, or other forms of indebtedness.

The level of cash to be retained in the Operating and Claims Fund shall be determined by the Governing Board.

SECTION 8. OFFICERS. The Board shall have as its Chairman the Kern County Superintendent of Schools or his designee unless another Chairman is elected by a majority vote of the total membership of the Board. The Board shall elect a Vice President, Secretary/Treasurer to serve as officers of the Governing Board for terms of two (2) years, or until their successors are elected. The Board shall fill vacancies for unexpired terms by election. In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy

occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board pursuant to Government Code Section 6505.5. The officer performing the functions of auditor shall be the Kern County Superintendent of Schools in his capacity as administrative agent.

The Board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultants or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

SECTION 9. ADMINISTRATIVE AGENT. The Board may designate an administrative agent ("Agent") for the Agency. The Agent shall be the Kern County Superintendent of Schools Office, and that a designation shall continue until terminated. Termination of the administrative agent agreement requires at least six months notice by the Board or the Administrative Agent. The Agent shall serve under the direction of the Board of Directors. To the extent authorized by law and in the manner provided by the Bylaws of the Board, the Agent shall act on behalf of the Board and its officers and shall conduct the day-to-day business of the Agency including the employment of personnel and the auditor functions described in Government Code 6505.5. The Board may request the opportunity to consult with the Agent in the selection of the Director of Insurance Services.

SECTION 10. ACCOUNTS AND RECORDS. The Board shall direct the Agent to establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of Agency. Books and records of Agency shall be open to inspection at all reasonable times by representatives of the member districts. The Agent, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the member districts.

The Board shall contract with a Certified Public Accountant to make an annual audit of the accounts and records of Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County auditor of the County of Kern. Such report shall be filed within six months of the end of the fiscal year under examination.

Any cost of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this section, shall be borne by Agency and shall be a charge against any unencumbered funds of Agency available for that purpose.

SECTION 11. FISCAL YEAR. For the purpose of this Agreement, the term "fiscal year" shall mean the

period from the first day of October of each year to and including the 30th day of September the following year.

SECTION 12. FUNDS. Agency shall establish funds for the purpose of paying the cost of any self-insured portion of plan coverage. The self-insured funds shall be deposited with the Agent and invested and reinvested by the Agent. Warrants thereon shall be drawn by the Agent, but only upon resolution of the Board.

Agency shall also establish an operating fund to be deposited in the county treasury. The operating fund shall be for the purpose of paying insurance premiums, broker's fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the Board. The Board may establish such funds as may be appropriate.

SECTION 13. LIABILITY OF BOARD MEMBERS, MEMBER ENTITIES AND ADMINISTRATIVE AGENT.

- (a) The tort liability of the Agency, all members of the Board and the Executive Committee, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code. Within the Agency itself, however, each member shall be liable only for its pro rata share based on all premiums paid, of all debts and liabilities of the agency and its prorata share of all debts and liabilities for health benefits claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each member hereby agrees to indemnify and hold harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.
- (b) Any and all debts, liabilities and obligations incurred by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed on any party hereto or the collective parties hereto.
- (c) The Agency shall insure itself and the parties hereto from loss, liability, and claims arising out of or in any way connected with this Agreement.
- (d) All members agree that the sole liability of the Administrative Agent shall be for acts that office performs as provided in Section 9 of this Agreement.

SECTION 14. TERMINATION AND WITHDRAWAL. This Agreement may be terminated entirely upon the consent of all the parties hereto. Any party may withdraw as a party to the Agreement at the end of their contract year, provided, however, that such withdrawing party gives written notice of intention to withdraw to the Board of Trustees of Agency not any later than 45 days preceding the beginning of the district's next contract

year.

Upon complete termination of this Agreement by all parties, all assets or liabilities of Agency shall be divided among the parties to this Agreement in a ratio equal to the credibility of the parties to the Agency based on the experience of each party. The Board will have the authority to determine the formula to implement the disposition of assets or liabilities.

Upon withdrawal of any party pursuant to this Agreement, that party shall be entitled to its pro rata share of the total existing fund or funds as it exists at the end of the fiscal year. However, the Agency shall deduct therefrom a sufficient amount to offset any loss to the Agency occasioned by the withdrawal of the party, including any amount by which administrative costs and claims incurred on behalf of the withdrawing party's covered employees exceed the total of premiums and assessment paid by the withdrawing party during its membership in the Agency. If the amount deducted exceeds the pro rata share of existing funds, the withdrawing party shall pay to the Agency the difference not later than 90 days after the effective date of withdrawal.

In the event that a party agrees with one or more (but not all) of its employee units covered by insurance provided through this Agency to discontinue that coverage, the Board may assess against the party a sum which shall not exceed the amount by which all claims and administrative costs incurred on behalf of the employees in the separate unit exceed (as of the effective date of discontinuance) all premiums paid to the Agency on their behalf. The Board shall have sole discretion to determine whether to assess such an amount, the amount to be assessed and the date by which the assessment shall be paid.

SECTION 15. NOTICES. Notices hereunder shall be sufficient if delivered to the last known business address of each of the member districts as recorded per addenda to this Agreement, or if any subsequent notice of change of address provided by such member. Notices to the Agency shall be delivered to the address of the chairman of the Board, which address shall be provided to all parties as changes are made.

SECTION 16. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

SECTION 17. MISCELLANEOUS. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 18. ADDITIONAL PARTIES. Any other school district within the State of California may become a party to this Agreement upon approval of Agency and execution of an addendum between such district and Agency, the terms of which addendum shall incorporate all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this Agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

SECTION 19. AMENDMENTS. This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

SECTION 20. INSURANCE POLICIES. Agency shall purchase policies of insurance (or service contracts) with districts' employees or dependents as named insured and covering the losses of such insured that are included in the Agency to provide such coverage.

The insurance policy or policies covering medical, dental and vision costs shall provide such coverage as is afforded by the policy. Each policy or contract may provide for deductible and co-insurance amounts.

SECTION 21. MEMBER DISTRICT'S RIGHT TO ESTABLISH SEPARATE BENEFIT PACKAGE. Nothing in this Agreement shall be construed to in any manner preclude a member district from establishing a separate benefit package placed with the Agency.

SECTION 22. EFFECT ON BARGAINING AGREEMENTS. Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

Dated:

_____ SCHOOL DISTRICT

BY: _____

Accepted on behalf of SISC III

IV.B.

Agreement Between
Palisades Charter High School
And
**Palisades Educational Support
Personnel United**

July 1, 2007

To

June 30, 2010

Adopted: [DATE]

Table of Contents

Agreement	.....	1
ARTICLE 1 Recognition	.....	2
ARTICLE 2 Separability and Savings	.....	3
ARTICLE 3 School Rights	.....	4
ARTICLE 4 PESPU Rights	.....	7
ARTICLE 5 Grievance Procedure	.....	10
ARTICLE 6 Work Stoppage	.....	15
ARTICLE 7 Non-Discrimination	.....	16
ARTICLE 8 Union Security and Dues Deduction	.....	17
ARTICLE 9 Hours and Overtime	.....	20
ARTICLE 10 Evaluation Procedure	.....	24
ARTICLE 11 Leaves of Absence	.....	26
ARTICLE 12 Wages and Salaries, Pay Allowances, Differentials and Special Salary Practices	.....	40
ARTICLE 13 Health and Welfare	.....	44
ARTICLE 14 Discipline Procedure	.....	52
ARTICLE 15 Professional Growth Program	.....	54
ARTICLE 16 Association Representatives	.....	56
ARTICLE 17 Safety Conditions	.....	57
ARTICLE 18 Entire Agreement	.....	58
ARTICLE 19 Term of Agreement	.....	59
APPENDICES		
Appendix A Salary Schedule		
Appendix B PERB Case No. LA-RR-1139E		
Appendix C Agreement to Jointly Seek Unit Modification to Clarify PCHS-PESPU Unit		

AGREEMENT

THIS AGREEMENT is made and entered into the date executed by and between the Board of Directors of the Palisades Charter High School, which together with its administrative staff and representatives will be referred to in this Agreement as "PCHS" or the "School," and the Palisades Educational Support Personnel United/CTA/NEA, United, which together with its officers and representatives will be referred to in this Agreement as "PESPU" or the "Association."

ARTICLE 1

RECOGNITION

The Unit: Pursuant to PERB Case No. LA-RR-1139E, the School acknowledges that PESPU has been certified as the exclusive representative of a bargaining unit comprised of those regular classified employees in probationary and permanent status employed in the classes as noted in Appendix C.

ARTICLE 2

SEPARABILITY AND SAVINGS

- 2.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- 2.2 In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

ARTICLE 3

SCHOOL RIGHTS

- 3.1 General: The intention of this Article is to provide that the School retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the School beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of PESPU or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the rights of the School under this Article and the rights of PESPU or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.
- 3.2 School Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement are retained by the School. Such retained rights include, but are not limited to, the right to determine the following matters:
- a. The legal, operational, geographical, and organizational structure of the School, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
 - b. The financial structure of the School, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement.
 - c. The acquisition, disposition, number, location, types and utilization of all School properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, services, and activity functions assigned to such properties.
 - d. All services to be rendered to the public and to School personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same.

- e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions listed as "excluded" in Article 1 (Recognition), to do work on a non-regular and limited basis which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters.
- g. The selection, classification, direction, promotion, demotion, discipline, termination and retirement of all personnel of the School subject only to applicable law and this Agreement; equal employment policies; the assignment of employees to any facilities, classrooms, functions, activities, departments, tasks, or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening.
- h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement.
- i. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to Article 10 (Evaluation Procedures).
- j. The dates, times, and hours of operation of School facilities, functions, and activities; work schedules; school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime; subject only to Hours and Overtime and Holidays.
- k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters subject only to the Agreement's provisions for Safety Conditions.
- l. The rules, regulations and policies for all employees, students, and the public, subject only to the express limitations contained in this Agreement.
- m. All other rights of the School not expressly limited by the language of this Agreement are also expressly reserved to the School even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the School's rights. The exercise of any right reserved to the School in a particular manner or the non-exercise of any such right shall not

be deemed a waiver of the School's right or preclude the School from exercising the right in a different manner.

- 3.3 Effect on Grievance Procedure: The contractual rights of PESPU and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.
- 3.4 The School and PESPU agree that it is the obligation of the School in staffing School positions to comply with all applicable legal requirements.

ARTICLE 4

PESPU RIGHTS

- 4.1 Access: Consistent with legal requirements, any authorized PESPU representative shall have the right of reasonable access to School facilities including employee mailboxes for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty free lunch periods, before and after employee hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.
- 4.2 Bulletin Boards: PESPU shall have the right to post notices of official PESPU matters on a designated bulletin board or a section of a designated bulletin board established for PESPU's exclusive use at each work site where employees are assigned.
- 4.3 Released Time for Negotiations: No more than three (3) negotiating team employee representatives designated by PESPU shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the School pursuant to this Agreement. PESPU and the School may agree that additional employees shall receive such released time.
- 4.4 List of Employees: PESPU shall be provided quarterly a current list of names, employee numbers, classifications, addresses, and work locations of all employees covered by this Agreement.
- 4.5 Upon reasonable notice, PESPU shall have the right to review an employee's Personnel File when accompanied by the employee or on presentation of written authorization signed by the employee.
- 4.6 The School agrees to provide to new regular employees in the unit at the time they are processed, materials containing accurate information about PESPU, which materials PESPU furnishes to the School for such dissemination. Any dissemination of such materials must be approved by the Office of the Executive Director.
- 4.7 PESPU State Officers: An excused absence shall be provided for up to two (2) Unit members who hold PESPU state office, not to exceed five (5) days per year each where their attendance is required, provided PESPU reimburses the School for the cost of the attendee's salary and benefits.
- 4.8 Use of School Facilities: Upon reasonable notice by PESPU to the School, PESPU shall have the right to reasonable use, without charge, of School facilities to meet with off-duty Unit employees at the site. Authorization for facilities use shall be obtained in advance through the appropriate site administrator or designee.

PESPU may use School facilities as described above provided all of the following conditions are met:

- a. The facility is used during a time when School staff is on duty to open and close the facility without incurring additional cost to the School, i.e., no overtime is required;
- b. PESPU returns the facility to the same condition as they found it prior to use, e.g., chairs and tables moved to their original place, no additional clean-up is required; and
- c. There is no interference with other activities or scheduled events.

4.9 Attendance at School Meetings or Committees: If School Governance and/or committee meetings are held within the work day, the Association shall have the right to send one (1) representative at no loss of pay to the employee to attend any such meetings. Additionally, attendance by unit members at other school meetings is welcomed and encouraged but must be coordinated with and approved by the employee's immediate supervisor.

4.9.1 When PESPU is invited to send an employee participant to a School-sponsored committee or meeting, one designated employee shall be given reasonable released time to attend.

4.9.2 The supervisor and the employee are expected, where practical, to modify the employee's work schedule so as to minimize the amount of released time required for attendance. Expenses of attending any of the foregoing meetings shall be borne by PESPU or the employee. Employees are expected to return to work after attendance, if practical.

4.9.3 The parties understand that the immediate needs of a particular work group or area may, at any given time, prevent the release of a particular employee, in which case PESPU will be advised and may designate another employee to attend.

4.10 Use of Volunteers: The parties agree to the value of local school flexibility to utilize volunteers. However, PCHS shall not enter into any agreements or arrangements which directly cause the layoff by the School of permanent or probationary employees.

4.11 School Contracting Out: There shall be no contracting out which displaces unit work during the term of this Agreement except as may be allowed by law or agreed to between the parties or when PCHS must temporarily (60 days or less) contract additional services.

4.12 School Calendar(s): In the Spring of each year during the term of this Agreement, the School shall provide to PESPU a copy of the draft school calendar(s) developed for discussions with the representative of the School's teachers. PESPU shall have the

opportunity to provide comment to the School on the calendar(s) prior to the School's formal calendar discussions with the teachers' representatives.

ARTICLE 5

GRIEVANCE PROCEDURE

- 5.1 Grievance and Parties Defined: A grievance is defined as a claim that the School has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:
- a. An employee;
 - b. PESPU on behalf of an identified employee(s); or
 - c. PESPU on its own behalf as to alleged violations of rights granted to PESPU in this Agreement.
- 5.1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the School, such as reductions in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article 7 (Non-Discrimination) may be processed through Steps One and Two only of this grievance procedure.
- 5.1.2 The respondent in any grievance shall be the School itself rather than any individual supervisor or administrator.
- 5.1.3 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.
- 5.1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any School action during the processing thereof unless the parties agree to the contrary.
- 5.1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the School of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits. Notwithstanding the foregoing, any issue of arbitrability which the School learns of prior to Step Three of the grievance process and which the School intends to raise in response to the grievance, shall be raised with PESPU no later than at the termination of Step Three.

- 5.2 Representation of Rights in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the School shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedures unless excused by the School.
- 5.2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a PESPU representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or School representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.
- 5.2.2 When a grievant is not represented by PESPU the School shall not agree to a final resolution of the grievance until PESPU has received a copy of the grievance, been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.
- 5.3 Released Time for Employees: Grievance meetings and hearings will be scheduled by the School at mutually convenient times and places during School business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary, will be provided to the grievant, PESPU Representative (if serving as the employee's representative) and to any witness who attends by mutual agreement. Any grievance meetings scheduled outside the employee's duty hours shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.
- 5.4 Confidentiality: From the time a grievance is filed until it is finally resolved, neither PESPU, the School, nor the grievant shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.) This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by PESPU or the School for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either the School or PESPU of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute.

- 5.5 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the School fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.
- 5.6 "Day" Defined: A "day" for purposes of this Article is defined as any day of the calendar year the School is open for business.
- 5.7 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with the supervisor. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts.
- 5.8 Step One: Within fifteen (15) days, as defined in Section 5.6, after the grievant or PESPU knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the School Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.
- 5.8.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.
- 5.9 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Principal or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.
- 5.10 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Executive Director or designee. If, at his or her discretion, the Executive Director or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Executive Director or designee shall reply in writing to the grievance within five (5) days

after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a mutually written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

If the grievance is not resolved in Step Three, the parties shall present the matter to a mediator as assigned by the California Office of State Mediation and Conciliation Services.

- 5.11 Request for Arbitration: If PESPU is not satisfied with the decision following mediation attempts, PESPU with the concurrence of the grievant, may submit the matter for arbitration. This request must be made within five (5) days after the termination of the mediation process.
- 5.12 Arbitration: Within thirty (30) days from the date the request for an Arbitrator is received by the Executive Director, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or as assigned by the California Office of State Mediation and Conciliation Services.

The School and PESPU shall each pay one-half of the fees of the Arbitrator. Each party shall bear the expense of the presentation of its own case.

- 5.12.1 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.
- 5.12.2 The School shall be responsible for the arrangements for the hearing, the maintenance of records, and such other services required by the Arbitrator for the fulfillment of the arbitrator's responsibilities.
- 5.12.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.
- 5.12.4 Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- 5.13 Limitations Upon the Arbitrator: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detraction) of the terms of this Agreement. The

Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

5.14 Effect of Arbitration Award: The Arbitrator's decision shall be final and binding upon the grievant(s), the School and PESPU. The California law on final and binding arbitration awards between a School and an employee organization shall be applicable to such a decision.

5.14.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the School and PESPU in any subsequent proceedings, including disciplinary and termination proceedings.

5.14.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and PESPU's sole and final remedy for any claimed breach of this Agreement.

5.15 Expenses: All fees and expenses of the Arbitrator shall be shared equally by PESPU and the School. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

5.16 Grievance Files: The School shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

ARTICLE 6

WORK STOPPAGE

- 6.1 No Strikes: Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, PESPU agrees to the following:
- a. During the term of this Agreement, neither PESPU nor its respective offices or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal School operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, PESPU and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same; and
 - b. Any employee engaging in any strike, slowdown, or other work stoppage may be subjected to discipline or termination under applicable law.
- 6.2 No Lockouts: The School agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from PESPU.
- 6.3 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedures of this contract.

ARTICLE 7

NON-DISCRIMINATION

- 7.1 Pursuant to applicable Federal and State laws, the School and PESPU agree not to discriminate against any employee based upon race, color, creed, national origin, sex, sexual orientation, age, physical disability, marital status, participation in protected union activity, or any other basis protected by law.
- 7.2 Claimed violations of this Article may be grieved under the Grievance Article (but not beyond Step Two of the grievance procedure). An employee may also pursue his/her claim through appropriate statutory and/or School procedures. Alternatively, an employee may utilize appropriate statutory and/or School procedures without first filing a grievance or processing a claim.

ARTICLE 8

UNION SECURITY AND DUES DEDUCTION

- 8.1 Voluntary Authorization: The School shall deduct PESPU membership dues ten (10) times per year in the amount specified by PESPU from the salary of each employee who has submitted a written authorization.
- 8.2 Remittance to PESPU: A deposit approximating the amount of dues so deducted shall be remitted to PESPU on payday, and the reconciled amount will be supplied to PESPU within thirty (30) days after the deductions are made, together with a list of affected employees.
- 8.3 Dues Deductions: In instances where a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to PESPU.

A dues deduction may only be revoked by an employee in writing during the thirty (30) day period commencing 90 days before the expiration of the Agreement and/or upon expiration of the Agreement. The dues deduction shall automatically terminate if an employee terminates employment or otherwise ceases to be a member of the bargaining unit.

- 8.4 Agency Fee Obligation: Those employees who are currently members of PESPU, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Each employee (as defined in this Agreement) after thirty (30) days of initial employment, is required as a condition of continued employment either: (a) to be a member in good standing of PESPU, or (b) to satisfy the agency fee financial obligations set forth in Section 8.4.1 below, unless qualified for religious exemption as set forth in Section 8.4.2 below.

8.4.1 Unless the employee has (a) voluntarily submitted to the School an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to PESPU as evidenced by notice of same by PESPU to the School, or (c) qualified for exemption based upon religious grounds as provided in Section 8.4.2 below, the School shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to PESPU. The amount of agency fee to be charged shall be determined by PESPU subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to PESPU members. As to non-members who object to PESPU spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB had determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for

certain aspects of lobbying, ballot measures, publications, organizing and litigation. PESPU shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge PESPU's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The School will promptly remit to PESPU all monies deducted, accompanied by a list of employees for whom such deductions have been made.

8.4.2 Religious Exemption from Agency Fee Obligations:

- a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:

American Red Cross
American Cancer Society
United Way

- b. To qualify for the religious exemption, the employee must provide to the School, with a copy to PESPU, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.
- c. An employee utilizing this religious exemption status who requests PESPU to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by PESPU for the reasonable cost of using such procedures.

8.4.3 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the School with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Services Branch by the deadline for filing time reports.

8.4.4 Indemnity/Hold-Harmless: PESPU agrees to indemnify and hold the School harmless against any and all liabilities (including reasonable and necessary costs

of litigation) arising from any and all claims, demands, suits, or other actions relating to the School's compliance or attempted compliance with either this Article or the requests of PESPU pursuant to this Article, or relating to the conduct of PESPU in administering this Article. PESPU shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall School funds be involved in any remedy relating to this Article.

Any underpayments to PESPU resulting from the School's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

Any overpayments to PESPU resulting from excessive deductions shall be remedied either by refund from PESPU to the affected employee(s) or by a credit against future payments by the affected employee(s).

- 8.4.5 The School will furnish any information needed by PESPU to fulfill the provisions of this Article.

ARTICLE 9

HOURS AND OVERTIME

9.1 General Provisions:

- 9.1.1 The workyear of employees shall be determined in accordance with assignment bases.
- 9.1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the School may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the School.
- 9.1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the School to meet the operational needs of the School in a manner consistent with applicable law, provided, however, that nothing contained herein shall be construed as a guarantee by the School of a certain number of paid hours per day or days per week.
- 9.1.4 For the purpose of computing overtime hours worked, only time actually worked by the employee shall be considered.

9.2 Overtime

- 9.2.1 To the extent practicable, the School shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to School need and employee availability in making the distribution. Each office, operational unit, or work group shall maintain a list of employees by classification who have made a request in writing for overtime assignments. The order of placement on the list shall be based upon the order in which the supervisor received the written request. Where there are insufficient or no written requests, upon reasonable notice, an employee shall be required to work overtime as needed. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the School will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.
- 9.2.2 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1-½) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal

laws at the rate of one and one-half (1-½) times the hours worked, for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

- 9.2.3 Regardless an employee's assigned average workday and workweek, overtime shall only be paid for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.
- 9.2.4 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-½) times the regular rate of pay for actual hours worked.
- 9.2.5 For any compensatory time-off earned pursuant to this Article, the School shall, within twelve months from the date it is earned, or earlier if required by law, either pay the employee or allow time off at the appropriate rate.
- 9.3 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay or compensatory time off in a manner consistent with applicable State and Federal laws.
- 9.4 Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for mid-morning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to shorten the workday.
- 9.5 Call-Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay or compensatory time off at the appropriate rate in a manner consistent with applicable State and Federal laws. No employee shall be required to "stand-by" to be available to return to work after completion of the employee's regularly scheduled work hours.

9.6 Summer Assignments: Summer assignments to employees not regularly so assigned shall be made as soon as practicable. Selection for summer assignments shall be made in the following order:

- a. Ten-month regular clerical employees in the same or related classes who are selected by the school principal;
- b. Ten-month regular clerical employees who are qualified and have applied;
- c. Previously assigned clerical substitutes;
- d. Available persons on clerical eligibility lists; and

9.6.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the School.

9.7 Work Schedule Changes: A change in work schedule is defined as a modification of a unit employee's start and stop time, without a change in number of daily assigned hours. Should there be a scheduled change, the immediate supervisor shall first hold a meeting to discuss any impacts or potential hardships resulting from such change.

- a. The work schedule may be changed under the following circumstances:
 - 1) when mutually agreed to by the employee and the employee's supervisor; or
 - 2) in an emergency; ("Emergency" means any situation affecting the instructional program and/or the administration of the School which could not be reasonably anticipated); or
 - 3) when the employee is given a minimum of fourteen (14) calendar days notice prior to the effective date of a change in work schedule.
- b. The employee's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the employee.
- c. Employees shall be entitled to a temporary exemption from a change in work schedule if all of the following conditions are met:
 - 1) The employee verifies enrollment in a course in an institution of higher education where classes have begun and the time of the class conflicts with the proposed work hours.

- 2) The course cannot be rescheduled at a time compatible with the proposed work hours.
- 3) The temporary exemption does not adversely affect other employees in the work group and the School operations can continue as required without the payment of overtime.
- 4) Any temporary exemption granted will end upon completion of or withdrawal from the course.

9.8 Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned hours.

ARTICLE 10

EVALUATION PROCEDURE

- 10.1 Schedule: Employees shall be evaluated in accordance with the following schedule:
- a. Probationary employees shall be given performance evaluations no less than twice during their probationary period. The probationary period for unit members at PCHS shall be one (1) year of continuous service. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period. Failure to evaluate an employee shall not impact the School's right to reject an employee during the probationary period.
 - b. Permanent employees shall be given performance evaluations at least once every year.
- 10.2 Procedure to be Followed: Performance evaluation reports shall be made on forms prescribed by the School or may be done by separate memorandum.
- 10.2.1 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In completing the evaluation, the evaluator shall consider the employee's performance over the entire evaluation period. In evaluating the quality and/or quantity of an employee's work, the supervisor shall also consider employee workload and the extent to which established priorities of work assignments are met. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.
- 10.2.2 The evaluator shall be at a supervisory level or higher, and where applicable, shall consult with the staff person (outside of the bargaining unit) responsible for directing the employee's work. The evaluator shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. Signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee; and one copy to the evaluator.
- 10.2.3 If any category on the performance report is rated lower than "meets standards," the following will be included on the evaluation:
- (a) statement of the problem or concern,
 - (b) the desired improvement,

- (c) suggestions as to how to improve, and
- (d) provisions for assisting the employee.

10.2.4 Before an employee can be rated as lower than "meets standards" on overall work performance solely due to excessive absences, the School must have met with the employee to discuss the reason for absence, and the supervisor must have warned the employee that the absences are being considered excessive.

10.2.5 If an evaluator rates an employee's overall performance as lower than "meets standards," for reasons other than those that are set forth in 10.2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than "meets standards" rating, and if the employee was not previously so advised, then the evaluator shall note why not.

Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 10.3 of this Article, but shall not otherwise be challengeable by the employee or the Association.

10.3 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the Executive Director or designee within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by PESPU if the employee so desires. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

10.3.1 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the School, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations filed under Article 5 (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

10.4 Private Consultation: Discussions between a Unit employee and School supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees. Supervisors and employees shall be expected to interact with each other in a respectful and professional manner.

ARTICLE 11

LEAVES OF ABSENCE

- 11.1 "Leaves of Absence" Defined: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves of absence. A leave is an authorized absence from a job classification 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 otherwise have been terminated. Leaves are either "permissive" or "mandatory." As to permissive leaves, the term "may" is used and the School 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 the School has no discretion as to whether the leave is to be granted to a qualified employee.
- 11.2 Rights Upon Return: A bargaining unit member returning from a leave of ninety (90) days or less will be returned to his/her previous position from which the leave was taken. Consistent with legal requirements, any bargaining unit member returning from a leave of more than ninety (90) days will have return rights to a position in his/her classification.
- 11.3 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in this Article.
- 11.4 Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the School.
- 11.5 Notification Requirements:
- 11.5.1 Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the employee's first working hour of the first day of absence. Unless such notice is given, failure to return to work after the fifth consecutive working day of absence may be considered as being absent without leave and subject to termination of employment.
- 11.5.2 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one hour before the end of the regular working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.
- 11.6 Cancellation or Early Return From Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless there are no vacancies in the job classification. Exceptions may be made in the sole discretion of the School.

11.7 Expiration of Leave: Except in the case of illness or industrial injury/illness leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) but less than 90 days, the employee should make every effort to notify his/her supervisor of his or her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

11.8 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the School, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested and the leave of absence commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-State travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) 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 grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g. Sister
- h. Any relative living in the employee's immediate household

A permanent employee may interrupt or terminate vacation to take bereavement leave.

11.9 Pregnancy and Related Disability Leave (Paid and Unpaid):

11.9.1 Paid Disability Leave: For that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize

her illness leave pursuant to this Article.

- 11.9.2 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 the ending dates of actual pregnancy-related disability for which paid illness absence is claimed and her physician's release to return to active duty.
- 11.9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability, and still qualify for paid illness absence during the actual disability.
- 11.10 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three (3) years of age. Proper written application must be submitted to the employee's supervisor at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.
- 11.11 Illness Leave (Paid): An eligible employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.
- 11.11.1 Each employee shall accrue 0.05 hours of full-pay illness absence credit for each hour for which salary is received excluding overtime.
- 11.11.2 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee 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 absence days which, when added to the accrued full-pay illness absence days equals the equivalent of 100 days of full and half-pay illness absence days.
- 11.11.3 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee in paid status shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed less than a full year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional leave until the negative balance has been restored. 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 the School the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to School employment.

- 11.11.4 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.
- 11.11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive his or her 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, unless the employee requests use of an accrued vacation which he or she may have. The amount of paid 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 Section 11.11.3. A restricted or initial probationary employee must render service and shall not be eligible to be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day of the pay period following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.
- 11.11.6 An employee who is absent shall be required to certify the reason for absence on the appropriate form. Also, the School may verify any claimed illness, injury, or disability under this Section before authorizing any compensation.
- 11.11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed attending physician's statement or appropriate health form to the immediate administrator, and may be referred by the School for health approval prior to readmission. In the exercise of its right to require verification for absences of five (5) days or fewer, the School agrees that, whenever practicable, such requirement shall be imposed only if the employee has been previously counseled concerning their use of illness leave.
- 11.11.8 If a permanent employee resigns and returns within thirty-nine (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 the employee's illness balance had been transferred to another agency or used in computation of retirement allowance.
- 11.11.9 A permanent employee who has exhausted all accumulated illness leave privileges, vacation, and other available paid leaves may be granted additional unpaid illness leave for a period not to exceed six (6) months. Such leave may, upon request, be renewed for two (2) additional six (6) month periods. The total of all unpaid illness leave shall not exceed eighteen (18) months.
- 11.12 Industrial Injury/Illness Leave (Paid): An employee who is absent from School service

because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are received under the worker's compensation laws, shall be entitled to a paid leave of absence under the following conditions:

- a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;
- b. Allowable paid leave of absence shall not be accumulated from year to year;
- c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;
- d. When an authorized leave of absence continues into the next fiscal year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and
- e. Each employee who has received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury or illness on a form to be provided by the School. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The site administrator shall, as a result of his or her own 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 workers' compensation physician.

- 11.12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional sixty (60) days. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (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 School-approved physical examination and received approval as a result of such examination; and (4) applied in writing to the School for such an extension, using a School 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 of 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 (but not whether it is compensable under worker's compensation laws) shall be made by the immediate administrator.

Determination whether the injury is disabling beyond the sixty (60) day period shall be made by the School. An employee may be required during the extended period to be evaluated by the School at any time. The School shall continue to advise employees of the requirements of this Section.

- 11.12.2 Upon exhaustion of the above-authorized industrial injury/illness leave 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.
- 11.12.3 An employee absent under this Section shall remain within the State of California unless the School authorizes the travel outside the State.
- 11.13 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, 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:
- a. Death or serious illness of a member of the employee's immediate family;
 - b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
 - c. Birth of a child to the employee;
 - d. Religious holiday of the employee's faith;
 - e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;
 - f. Verifiable automobile failure up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;
 - g. An appearance of the employee in court as a litigant or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:
 - (1) Each day of necessary attendance as a litigant or as a witness under such an official governmental order must be certified by the clerk or other authorized officer of a 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 Business Office; and
 - (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.
- h. Required attendance at the employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.
 - i. Up to four (4) 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 eight (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 or designee at least five (5) 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, at the immediate administrator's request, provide written verification from the school visited.
 - j. An employee shall be allowed up to six (6) additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for the use of illness leave shall apply to this leave as well. Use of illness leave under this Section shall not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave.
- 11.13.1 The following limits and conditions are placed upon allowing a personal necessity leave or absence:
- a. Except as provided under the criteria for personal necessity leave above, the total number of days allowed for such leave shall not exceed six (6) days per fiscal year;
 - b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;
 - c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage involving PESPU; and
 - d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday, court appearance, or school visit.

e. The employee may be required to verify the nature of such necessity.

11.14 Personal Leave (Unpaid): An unpaid leave may, at the discretion of the School, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks, except as provided in "f" below, for a specific personal reason satisfactory to the School, including but not limited to the following:

- a. To be with a member of the immediate family who is ill;
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the School;
- c. To rest, subject to the approval by the School;
- d. To remain with spouse if a 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; or
- g. To serve in an elective position in the city, county, state or federal government, other than the State Legislature.

Applications must be filed with the Executive Director and are subject to cancellation in the event of layoff.

11.14.1 A one-time unpaid leave not to exceed one (1) school year "may" be granted upon request of a permanent employee for the purpose of completing required post-baccalaureate coursework or training leading to a clear California teaching credential. The employee may be required to provide verification of enrollment in coursework and/or participation in training.

The School may terminate the leave authorized under this Section on evidence of the employee's failure to pursue or accomplish the purpose of such leave.

11.15 Military Leave: An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

11.16 Court Subpoena Leave (Paid): 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 shall 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 Business Office. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required pursuant to said subpoena.

11.17 Jury Duty Leave (Paid): A paid absence or leave shall be granted to any unit member required to render jury service in any court within the State. An employee shall provide to his/her supervisor no less than five (5) working days' notice of a summons to jury service. However, if the summons to the employee does not allow for a least five (5) working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons.

11.17.1 All jury fees received shall be remitted to the Business Office with the following exceptions:

- a. Mileage fee reimbursement;
- b. Fees earned on holidays, vacation or any day an employee is not in paid status;
- c. That amount of jury fee which exceeds employee's daily gross earnings.

11.17.2 Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required for jury duty.

11.18 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the School and upon the recommendation of the appropriate supervisor, be granted annually for attendance at conferences and conventions sponsored by PESPU under all of the conditions noted below:

- a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division.
- b. The attendance does not result in unnecessary duplication of participation by School personnel; and
- c. The attendance does not necessitate the reimbursement of any expenses by the School to the employee.

A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the School may authorize the employee to utilize personal necessity leave.

11.19 Holidays: A unit member in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in "a" through "c".

New Year's Day	January 1 New Year's Day
Martin Luther King Jr. Day	That date in January declared by the Board
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Admission Day	That date declared by the Board
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	That Thursday in November proclaimed by the President
Thanksgiving Friday	Friday following Thanksgiving
Christmas Day	December 25
Alt. Lincoln Day Observance	That date declared by the Board

- a. The unit member must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that a unit member on a military leave of absence entitled to compensation under this Article shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
- b. A unit member whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.
- c. A unit member in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holiday of December 25 and January 1 shall receive pay for the holidays.

11.19.1 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

11.19.2 If a holiday occurs while a unit member is on vacation or other paid leave, that day will be credited and paid as a holiday.

11.20 VACATION

11.20.1 A unit member shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with this Agreement. Active service means all of the time for which pay is received, excluding overtime.

11.20.2 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

Vacation Accrual

Employees Factor Based on Years of Service 40-Hour Workweek

- Less than 4 years = .03846
- 4 or more years but less than 15 = .05770
- 15 years but less than 16 = .06155
- 16 years but less than 17 = .06539
- 17 years but less than 18 = .06923
- 18 years but less than 19 = .07308
- 19 years or more = .07693

For example, a full-time twelve (12) month unit member will accrue vacation annually as follows:

- 1 through 4 years 10 days
- 5 through 15 years 15 days
- 16 years 16 days
- 17 years 17 days
- 18 years 18 days
- 19 years 19 days
- 20 years 20 days

11.20.3 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be:

- 37.5 hours but less than 40 hours04087
- 35 hours but less than 37.504379
- less than 35 hours03846

11.20.4 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent classified service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

11.20.5 Earned vacation shall be taken at a time convenient to the unit member provided that it is scheduled in advance and, as determined by his/her supervisor, would not interfere with the operation of the unit. If there is any scheduling conflict between employees working in the same unit or office as to when vacations shall be taken, the unit member with the greatest School seniority shall be given his/her preference.

For the work days between December 24th and January 1st (shutdown period) a unit member may choose to utilize any accrued vacation days or be in an unpaid status for any of those days.

11.20.6 A unit member may accumulate unused vacation up to an amount not to exceed that which the unit member earns in 18 pay periods (the employee's "vacation cap amount"). Once the unit member has accrued vacation in an amount equal to the employee's vacation cap amount, the unit member shall cease to accrue vacation until the unit member uses vacation in an amount sufficient to reduce the employee's vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount". Employees may be required to use accumulated vacation earned in prior years at a time convenient to the unit member which is approved by the immediate supervisor.

A unit member that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator, shall be permitted to exceed by that amount the vacation cap amount for the school year in question, but shall be required to reduce their vacation balance to the 18 pay period cap amount by the end of the succeeding school year.

11.20.7 Upon separation from employment, a permanent unit member shall be entitled to lump sum compensation for all earned and unused vacation time.

11.20.8 Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

11.20.9 In computing pay for vacation, all applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

- 11.20.10 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/illness, subpoena, bereavement, military leave or jury duty, he/she may request that his/her vacation date be changed.
- 11.20.11 At the School's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the unit member will not exceed the "vacation cap amount".
- 11.20.12 The School shall be permitted (but not required) to require employees to take vacation under the following circumstances:
- a. On days within the employee's assignment basis designated by the School as school holidays (i.e., the equivalent of winter and spring recess) or at any other time during the employee's assignment period to avoid leave without pay;
 - b. When the unit member fails to provide an annual vacation schedule pursuant to this Article (to assure the unit member will not exceed their vacation cap amount);
 - c. When the unit member is sent home pending the results of a disciplinary investigation (with the vacation time to be reinstated to the employee's bank if the investigation does not lead to discipline);
 - d. During periods during the employee's assignment basis when the School is closed, the employee's work site is closed or when there is a lack of work.
- 11.21 Annual Physical Examination: A permanent employee shall be granted up to one day per year for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District.
- 11.22 Workers Compensation Witness Leave: An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the Workers' Compensation Appeals Board arranged by the School's Worker's Compensation Section may attend without loss of salary.
- 11.23 When a regular unit member whose assignment basis is other than "A" is given an off-basis assignment, that unit member shall earn vacation in accordance with the schedule set forth for off-base assignments with the schedule set forth for that assignment.
- 11.24 PCHS will comply with all state and federal legal requirements regarding additional leaves to which employees are entitled including but not limited to state and federal

family medical leave law.

ARTICLE 12

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND SPECIAL SALARY PRACTICES

- 12.1 Wages and Salaries: The wages and salaries for Unit employees shall be as set forth in Appendix A of this Agreement. This Appendix shall reflect a 4.53% increase effective July 1, 2007. Any retroactive payment shall be made only to those unit members employed by PCHS as of July 1, 2008. This compensation shall close all negotiations on this contract for the 2007-08 school year. Thereafter, the parties may commence reopeners per the terms of this contract.
- 12.2 Miscellaneous Paid Allowances
- 12.2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the School. Such items provided by the School shall be returned to the School upon separation from the service or termination of the assignment.
- 12.2.2 Mileage Reimbursement: Employees who are required to use their personal vehicles for School business (exclusive of daily commute) shall be reimbursed for such usage at the school approved rate.
- 12.3 Pay Differentials - General
- 12.3.1 An earned salary differential in addition to the regular rate of pay specified in Appendix A shall be paid to affected employees under the conditions and in the amount specified in this Article.
- 12.3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of qualification, taking seniority into account as a factor, among those employees in the appropriate class who request such an assignment.
- 12.3.3 Bilingual Differential: A regular employee shall be paid a long-term salary differential for using bilingual skills upon certification from the School that, in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language or to converse fluently in a non-English language. In order to qualify for a bilingual differential, the employee must meet English and non-English language proficiency standards prescribed by the School. Such English and non-English language proficiency standards shall include required reading, writing, and/or oral communication abilities which must be satisfactorily demonstrated pursuant to School examination procedures.

- a. Eligible full-time employees shall be paid at the rate of \$1.00 additional per hour if required to speak, read, and write a non-English language, or \$.60 additional per hour if only required to converse in a non-English language.
- b. The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.
- c. An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 12.3.3 and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring bilingual skills. This differential shall not affect salary allocation upon change of assignment.

12.4 Salary Placement: Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the School authorizes hiring at a higher rate based on verified previous comparable experience.

12.5 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of one work year in a paid status in regular assignment(s) in the class, and to higher steps in subsequent years as to the numbered pay period corresponding to the pay period of the last advancement providing the employee completed one work year in paid status in the interim period.

12.5.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class;
- c. Time spent on industrial accident/illness, military, or Merchant Marine leaves.

12.6 Salary Placement Upon Promotion: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate class. Such employees shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in

paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

- 12.7 Compensation for Work Out of Classification: Unit members shall be compensated at the rate for their designated classification unless their position is re-classified.
- 12.8 Emergency Pay Allowance: A permanent regular employee who does not receive a scheduled paycheck because of problems involving assignment, time reporting or payroll processing, may request an Emergency Pay Allowance which shall be ninety-five (95) percent of the employee's normal net pay. Such a request should be made to the time reporting person at the employee's work location who will then contact the Business Office within five (5) working days following the regular payday. The Business Office will make every effort to resolve the salary payment problem and forward the remaining five (5) percent of net pay in the next monthly payroll.
- 12.9 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the School in a timely manner as provided in the grievance procedure of this Contract shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the School shall be limited in its retroactive recovery against the employee to a three (3) year period dating from the discovery of the error. Except for recovery of the amounts received by the employee as temporary disability payments from the School's agent, the School will notify an employee of an overpayment by direct written communication. Written communication will be provided when an overpayment exceeds one hundred dollars (\$100). Where in the judgment of the School the circumstances warrant, the School shall allow the employee to establish a reasonable method of repayment with the Business Office.
- 12.10 Longevity Increment: All unit members who have completed the required years of School service, as defined below, shall be eligible to receive a longevity increment.
- 12.10.1 The longevity increment shall become effective on the first day of the Month following completion of the qualifying number of years of service.
- 12.10.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for one work year prorated within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.
- 12.10.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.
- 12.10.4 The longevity increment schedule for years of qualifying School service shall be:

\$25 per pay period (equivalent to \$.15625 per hour) after 10 years \$30 per pay period (equivalent to \$.18750 per hour) after 15 years \$35 per pay period (equivalent to \$.21875 per hour) after 20 years \$40 per pay period (equivalent to \$.25000 per hour) after 25 years \$45 per pay period (equivalent to \$.28125 per hour) after 30 years

- 12.11 In order to implement this Section, the School at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Public Employees' Retirement System of the State of California.

ARTICLE 13

HEALTH AND WELFARE

- 13.1 School Contribution Obligations: Through December 31, 2009, PCHS is contracted to purchase health and welfare benefits for unit members through LAUSD and the package and contribution will be determined annually. Should the agreement to purchase benefits through LAUSD terminate, PCHS and PESPU will negotiate and agree to implementation of a comparable package to eligible unit members. PCHS commits to assume annual increases in health and welfare benefits costs up to the funded annual cost of living adjustment (COLA). If government sponsored (non-disability or retiree based) health care becomes available, unit members must enroll in and treat such insurance as their primary coverage for which the unit member is eligible. The parties agree to reconvene immediately should such government sponsored health care take effect to determine if and how PCHS will supplement the plan.

The parties understand and acknowledge that increased costs for health benefits which are covered by PCHS shall be considered a form of compensation increases.

- 13.2 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:

- a. Every employee who is assigned thirty hours or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the School.
- b. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the School for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed subject to the hours required in Section 13.2. To obtain such reimbursement, the employee shall file application therefore with the School's Health Insurance Section.
- c. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partnership or upon the retirement or death of the spouse/domestic partner, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

- 13.3 Retirement Health Benefit Coverage:

Eligibility Requirements: Subject to the requirements and conditions of this Article, eligible employees who retire from the School receiving a PERS/STRS allowance shall be eligible for School-paid hospital/medical, dental and vision coverage.

Conditions on Retiree Benefits: For the purposes of this section, the following conditions to eligibility for retiree health benefits apply:

- (1) In the event PCHS suffers a financial crisis as defined by the School's Budget and Finance Committee and certified by the Board, the parties will meet to discuss this article and potentially renegotiate retiree benefits.
- (2) Qualifying years consist of school years in which the employee was in paid status for at least 1200 hours per year and was eligible for School-paid insurance coverage.
- (3) If the charter ceases to exist, all obligations of PCHS to provide such retiree benefits terminates except in so far as a retiree health benefits trust is established by PCHS, and subject to any conditions applicable to such trust, any funds contributed by PCHS to such trust are irrevocable and will be utilized to fund the cost of retiree benefits for eligible unit members until such funds are exhausted.
- (4) If government sponsored health care becomes available, retirees must enroll in and treat such insurance as their primary coverage those parts of government sponsored health care for which the retiree is eligible;
- (5) PCHS shall not provide benefits to eligible retirees which exceed those provided to all active bargaining unit members and their dependents.
- (6) The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements:
 - a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
 - b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
 - c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be

required in order to qualify for retiree health benefits for the life of the retiree.

- d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.
- e. For employees hired on or after July 1, 2008, employees must complete 20 years of service at PCHS and the years of service and age must total at least eighty (80) in order to qualify for these retiree health benefits.

- (7) In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in and treat as primary coverage those parts of Medicare for which the retiree is eligible.

13.4 Enrollment: The School shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

13.4.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a "dependent add form" and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty (30) days following birth, provided that an application for dependent coverage is received by the Business Office before the end of the thirty (30) day period.

- a. Documentary Proof of Status Required for Dependents
Dependents Documents Required (copy) Legal Spouse State- or County-issued Marriage Certificate Domestic Partner Notarized "Declaration of Domestic Partnership"

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

- b. Domestic partner coverage will be provided consistent with all legal requirements.
- c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-five (25) or, who were first

enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age twenty-five (25) per plan requirements.

- d. If spouses/domestic partners are both School employees and each is covered both as an employee and as a dependent, the School will pay \$2,500 to the dependent per coverage year who agrees to accept coverage under the same plan as his/her spouse/domestic partner, thereby creating coverage for one as the employee and one as a dependent. This amount is paid out over the school year.
- e. If a School employee agrees to waive coverage from the School and accepts coverage solely under a plan of his/her spouse's/domestic partner's employer (not the School), the School will pay \$3,000 to the employee, for each coverage year waived. This amount is be paid out over the school year.

13.4.2 It is the responsibility of the employee to notify the School designated representative immediately regarding any change in dependent status including the termination of his/her domestic partner relationship. The employee must submit a Form "Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

13.4.3 An employee whose spouse/domestic partner is also a School employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the School or domestic partners who both work for the School may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

13.4.4 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans, dental plans and/or vision care plans. The School's Business Office shall establish and announce the date of said open enrollment period.

13.5 Life Insurance

13.5.1 School-Paid Life Insurance: For the School-paid basic life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

13.5.2 Optional Employee-Paid Supplemental Life Insurance: Eligible unit members may contribute at their own cost to any offered optional supplemental life insurance.

13.6 Continuation of Enrollment (Health Benefits): With respect to the hospital- medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for School contribution, the employee may arrange for continuance of enrollment under COBRA (see 13.8 – 13.8.3 below.)

13.6.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment.

13.7 Termination of Enrollment: The enrollment of an employee shall terminate:

- a. For failure of the employee to make payment as provided when required, in which case coverage shall terminate at the close of the month for which the last premium was paid;
- b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was submitted;
- c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective; except for School paid life insurance in which case coverage shall terminate on the date the employee ceases to be employed.
- d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the School-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and
- e. For School-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

13.8 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the School's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the School's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

13.8.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the premium paid by the School plus

the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

13.8.2 It shall be the responsibility of the employee or the dependent to notify the School designated representative of any change to dependent status including a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the School.

13.8.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article 5 (Grievance Procedure).

13.9 Miscellaneous Provisions

13.9.1 If any medical-plan premium is refunded by a Plan carrier/administrator, it shall be retained by the School, unless it is the result of a payment made under Section 13.8 above by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

13.9.2 The controlling documents regarding all health plans are the applicable contracts between the School and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article 5 of this Agreement.

13.10 State Disability Insurance: The School agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium costs of this Program shall be borne by the employees through individual payroll deductions.

13.10.1 The Union agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that

all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department are excluded from the grievance and arbitration provisions of this Contract.

- 13.10.2 In order to implement the Disability Insurance Program, the School at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance Coverage.

13.11 Employee Assistance Program

- a. General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.

The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.

- b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the School and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the School information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the School may refer to the following matters in any evaluation or disciplinary action, or appeal:
1. The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.
 2. The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.

The existence of the EAP shall stand as conclusive evidence that the School has offered appropriate assistance for any personal problems which may have a

bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.

- c. **Employee Accountability:** Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.

13.12 The IRS 125 Flexible Spending Account program will be available to eligible unit members.

ARTICLE 14

DISCIPLINE PROCEDURE

DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES

14.1 General Provisions

This Article enumerates the basis for just cause discipline which shall be utilized by PCHS for disciplinary action (demotion, suspension without pay or dismissal) affecting permanent classified PESPU bargaining unit members. This Article does not apply to the release of substitute or probationary classified employees which may be carried out without cause.

The following independently or collectively are causes for discipline:

- Unsatisfactory performance;
- Dishonesty, including but not limited to any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Failure to comply with job duties;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failure to maintain appropriate certificate/license(s) required for the position;
- Failure of good conduct that has a nexus to the unit member's position in the School either during or outside duty hours tending to injury the public service; and
- Abandonment of position.

Unit members shall have the right to sign or initial any adverse material and within ten (10) calendar days of issuance, prepare a written response which shall be attached to the

material and included therein to the personnel file. Upon reasonable prior notice, an employee shall have the right to inspect and receive copies of his/her personnel file during the normal office hours.

14.2 Discipline Without Progression

The School shall utilize progressive discipline for permanent unit members. However, nothing in this provision shall prohibit PCHS from dismissing a permanent unit member from employment on the first offense where the offense is serious and so warrants.

14.3 Suspension or Dismissal Process

Suspension or dismissal shall be initiated in writing by the Executive Director providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association president. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the employee, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

14.4 Appeal of Discipline

If the unit member wishes to appeal the imposition of disciplinary action to the Board of PCHS, the appeal must be filed with the office of the Executive Director within five (5) work days from the time the Notice of Discipline is served on the employee. The appeal must be made in writing and delivered to the office of the Executive Director.

Upon appeal, the employee shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the employee chooses to be accompanied by legal counsel at such meeting, the employee shall bear any cost involved therein. The employee shall be provided a written decision setting forth the decision of the Board within five (5) work days of the completion of the meeting.

However, once the procedures outlined in this Article are exhausted, the employee may grieve the disciplinary action pursuant to that Article.

ARTICLE 15

PROFESSIONAL GROWTH PROGRAM

- 15.1 The School may grant a reasonable amount of released time to permanent unit employees, to attend inservice courses and/or other School sponsored courses which are not part of the curriculum offered to the student population of the School. Release time must not unduly interfere with the performance of the unit members' duties and may not be granted if it would unreasonably burden the employees in the work group or operational unit affected. In order to qualify for released time employees must meet the following qualifications.
- a. The employee must be a permanent employee.
 - b. The courses or program taken by the employee must be directly related to the employee's service to the School.
 - c. The courses or program must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the School.
 - d. The course or program must be approved by the School in advance.
 - e. The employee must request released time in writing to their supervisor or designee.
- 15.2 An employee may use this program once every two (2) years.
- 15.3 The employee's supervisor may terminate the employee's released time program on evidence of the employee's failure to pursue or accomplish the purpose of the program.
- 15.4 Tuition Reimbursement: The School may grant tuition reimbursement to permanent Unit employees under the conditions specified below:
- a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.
 - b. Approval for reimbursement shall be obtained on the appropriate form signed by the supervisor or designee before the commencement of the course or program. Approval shall be at the sole discretion of the School.

- c. The course(s) or program must be directly related to the employee's service to the School and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the School.
 - d. The course(s) or program shall not be taken during the employee's assigned duty hours.
 - e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.
 - f. Tuition reimbursement shall be limited to a maximum of \$600 for any individual employee during any twelve (12) month period.
 - g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.
- 15.4.1 Provisions of this Section shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association.
- 15.4.2 An employee who terminates employment with the School within six (6) months of receiving tuition reimbursement pursuant to this Section, shall refund the amount of the reimbursement to the School, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to School employment.
- 15.5 Preparation for a clear California Teaching Credential: An employee with a baccalaureate degree who is engaged in coursework or training leading to a clear California teaching credential may request, and, where the School in its sole discretion determines it is operationally feasible, the School may authorize flexible work hours.

ARTICLE 16

ASSOCIATION REPRESENTATIVES

- 16.1 Purpose: The School recognizes the need and affirms the right of PESPU to designate Association Representatives from among employees in the unit. It is agreed that PESPU, in appointing such representatives, does so for the purpose of promoting an effective relationship between the School and employees by helping to settle problems at the lowest level of supervision.
- 16.2 Association Representatives: PESPU will have the right to designate, pursuant to its own procedures, one employee per shift to serve as the Association Representative for the purpose of representing employees at the School as noted below. PESPU shall inform the Executive Director in writing of each employee so designated. The Association Representative shall have the right to represent PESPU unit members consistent with this Agreement and any applicable legal rights.
- a. On his/her own time to coordinate PESPU meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;
 - b. Post, initial, and date official PESPU notices on a bulletin board designated by the site administrator for such purposes; and
 - c. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

ARTICLE 17

SAFETY CONDITIONS

- 17.1 The responsibility for providing for reasonably safe working conditions that are in conformance with applicable law and which are within fiscal constraints shall be the School's. Employees shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which he/she is aware. There shall be no reprisal against an employee for reporting any unsafe condition, facility, or equipment.

Unless otherwise expressly part of the employee's job description, employees shall not be directed to enter, occupy or work in any School building or area that has been designated as "unsafe for entry or occupancy" by either the appropriately designated School authority or an authorized governmental safety authority.

- 17.2 The School, upon request by PESPU, will meet with PESPU's representative and one unit member to consult on matters related to safety. Such meetings shall be arranged by mutual agreement.

ARTICLE 18

ENTIRE AGREEMENT

PESPU agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement, neither the School nor PESPU will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the School or PESPU at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement pursuant to mutual consent.

ARTICLE 19

TERM OF AGREEMENT

- 19.1 Term: This Agreement shall become effective upon adoption by the Board of Directors, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2010, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.
- 19.2 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the School or PESPU at any time after March 15, 2008.
- 19.3 Reopeners: Except as otherwise provided herein, each year under this Contract, in addition to salary and health benefits, each party may re-open two (2) articles for re-negotiation. Upon mutual agreement, the parties may also agree to open additional articles from time to time when needed.

APPENDIX A

Classified Salary Schedule	DEGREE	AA	BA/BS	Masters	Dr.'s				
Palisades Charter High School		\$250.00	\$500.00	\$1,000.00	\$1,500.00				
DRAFT of Step Increases									
2008-2009									
	1	3	4	5	6	7	8	9	
School Administrative Assistant	17.76	19.82	20.97	22.15	23.37	24.69	26.05	27.48	
Office Clerk	12.50	13.94	14.70	15.53	16.39	17.29			
Office Assistant	13.18	14.70	15.42	16.27	17.17	18.11			
Senior Office Assistant	15.53	17.33	18.30	19.65	20.41	21.53			
Tutoring Coordinator	0.00	23.72	25.03	26.40	27.86	29.39			
Cafeteria Clerk	13.61	15.19	16.04	16.95	17.88	18.86			
Senior Cafeteria Clerk	16.147	17.96	18.96	20.00	21.10	22.26			
SIS Computer Coordinator/H.R.	0.00	30.67	32.35	34.13	26.01	37.99			
Financial Administrator	26.71	29.73	31.37	33.09	34.91	36.83			
School Accounting Clerk	17.99	19.94	21.23	22.39	23.62	24.92			
Technology Technician II	24.00	27.56	29.08	30.67	32.36	34.14			
Technology Technician I	15.90	17.70	18.67	19.70	20.78	21.92			
Health Office Clerk	13.90	15.83	16.39	17.32	18.27	19.28			
Library Clerk	13.15	14.68	15.42	16.38	17.28	18.23			
Textbook Clerk	14.68	16.34	17.24	18.19	19.12	20.35			
Parent Liaison	19.22	21.39	22.57	23.81	25.12	26.50			

APPENDIX B

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD



Los Angeles Regional Office
3530 Wilshire Blvd., Suite 1435
Los Angeles, CA 90010-2334
Telephone: (213) 736-3543
Fax: (213) 736-4901



May 1, 2007

Joe Boyd, Organizer
California Teachers Association
11745 Telegraph Road
Santa Fe Springs, CA 90670

Amy Held, Executive Director
Palisades Charter High
15777 Bowdoin Street
Pacific Palisades, CA 90272

Re: Case No. LA-RR-1139-E
Palisades Charter High School

Dear Parties:

On April 26, 2007, the Public Employment Relations Board (PERB or Board) received a copy of a request for recognition, pursuant to PERB Regulation 33050,¹ from Palisades Educational Support Personnel United, CTA, NEA for a unit of classified employees, excluding the classified employees currently represented by SEIU.

The petitioner and/or PERB records indicate that no employee organization is currently recognized or certified as the exclusive representative of any of the employees in the claimed unit. The petitioner asserts that California School Employees Association has disclaimed interest in representing classified employees at Palisades Charter School.²

The employer is hereby requested to:

1. Post an executed copy of the Notice of EERA Representation Petition along with a copy of the representation petition as soon as possible but no later than 10 calendar days following the employer's receipt of the request. A copy of the notice must be sent to this office concurrent with its posting (Regulation 33060).
2. File a written statement with this office within 10 days of service of this letter which:

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. Copies may be purchased from PERB's Publications Coordinator, 1031 18th Street, Sacramento, CA 95814-4174, and the text is available at www.perb.ca.gov.

² The Petitioner offers a letter dated April 5, 2005 to two employees which it claims demonstrates that CSEA voluntarily gave up representation rights.

LA-RR-1139-E

May 1, 2007

Page 2

- a. Indicates the date the request was filed with the employer.
- b. Confirms or refutes the above information regarding the existence of an exclusive representative.

A copy of the statement must be concurrently served on all interested parties. Service and proof of service pursuant to Regulation 32140 are required. Any refuted facts should be restated in the required employer decision pursuant to Regulation 33190.

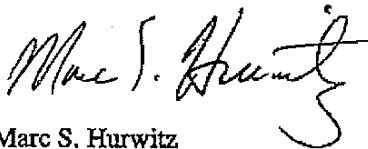
3. File with this office within 15 calendar days of service of this letter A LIST OF NAMES OF ALL PERSONS EMPLOYED IN THE CLAIMED UNIT AS OF THE LAST DATE OF THE PAYROLL PERIOD IMMEDIATELY PRECEDING THE DATE THE REQUEST WAS FILED WITH THE EMPLOYER. This list must be in alphabetical order and should include job titles or classifications. The date used to establish the list and the TOTAL NUMBER of names on the list should also be included (Regulation 33085).

The list of employees provided by the employer will be used to check the sufficiency of the proof of support submitted by the petitioner. All parties will be advised in writing as soon as a proof of support determination has been made.

Within 15 calendar days following service of the proof of support determination, the employer is required by Regulation 33190 to file with this office an employer decision regarding the request for recognition and any subsequent interventions.

Please contact me at the address or telephone number shown above if you have any questions concerning this matter.

Sincerely,



Marc S. Hurwitz
Regional Attorney

MSH

cc: Mike Ford

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, 3530 Wilshire Blvd., Suite 1435, Los Angeles, CA 90010-2334.

On May 1, 2007, I served the Letter regarding Case No. LA-RR-1139-E on the parties listed below by

placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

personal delivery.

facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

Joe Boyd, Organizer
California Teachers Association
11745 Telegraph Road
Santa Fe Springs, CA 90670

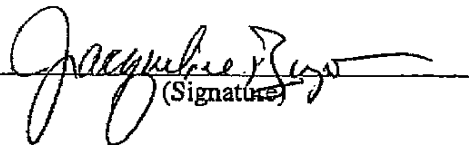
Amy Held, Executive Director
Palisades Charter High
15777 Bowdoin Street
Pacific Palisades, CA 90272

Mike Ford, Field Director
California School Employees Association
1505 Gardena Avenue
Glendale, CA 91204-8897

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 1, 2007, at Los Angeles, California.

Jacqueline Buzo

(Type or print name)



(Signature)

APPENDIX C

**SIDE LETTER
BETWEEN
PALISADES CHARTER HIGH SCHOOL
&
PALISADES EDUCATIONAL SUPPORT PERSONNEL UNITED
AGREEMENT TO JOINTLY SEEK UNIT MODIFICATION
TO CLARIFY PCHS-PESPU UNIT**

This Side Letter between Palisades Charter High School ("PCHS") and the Palisades Educational Support Personnel United ("PESPU") is to memorialize the parties' agreement to jointly seek unit modification with the Public Employment Relations Board ("PERB") to clarify all those positions in the PESPU unit as follows:

WHEREAS, on June 28, 2007, in PERB Case No. LA-RR-1139-E, PESPU was recognized by PERB as the exclusive representative of all PCHS classified employees, including technical, clerical and professional staff – full-time and part-time (formerly LAUSD bargaining Unit "D") and excluding management, supervisory or confidential employees or employees represented by SEIU; and

WHEREAS, at the time of recognition, there were positions inadvertently listed (in the Petition for Recognition) as a part of the PESPU unit; and

WHEREAS, the positions inadvertently listed, now hereby excluded, do not belong in the PESPU unit; and

WHEREAS, some of these positions listed may be confidential, supervisory, management or not specifically included in the unit formerly known as the LAUSD Unit "D," and

WHEREAS, other classified units operate at PCHS and represent other classified employees; and

WHEREAS, the efficiency of operations for PCHS is best served by not including the PCHS employees excluded by this Agreement in the PESPU bargaining unit; and

NOW THEREFORE, based upon the foregoing, the parties do hereby agree to jointly submit a unit modification petition to PERB by September 1, 2008, subject to the following conditions:

1. The parties agree the following positions only are included in the PESPU unit:

Office Assistant
Cafeteria Clerk
Senior Office Assistant

JJ Cor AH

SIS Computer Coordinator
Textbook Clerk
Technology Technician
Office Clerk
Library Clerk
Health Office Clerk
Parent Liaison
School Administrative Assistant
Financial Administrator/Payroll
Tutoring Coordinator
Purchasing Clerk

All other positions initially listed in the Recognition Petition are expressly agreed by the parties to not be included in the PESPU unit.

2. The parties acknowledge and agree that this Side Letter was arrived at as a mutually beneficial agreement in response to a particular need and therefore its terms are not precedential.

Eleanor A. Rozell
PESPU Representative

Date: 7/17/08

James J. Miller for Amy Held
RCHS Representative

Date: 7-17-08

DRAFT EXECUTIVE LIMITATIONS POLICY - HIRING**Global Executive Limitations Policy**

The Executive Director will not cause or allow any organizational practice, activity, decision, or circumstance that is unlawful, imprudent, or in violation of commonly accepted professional ethics and practices. The Executive Director is authorized to use reasonable interpretation of the provisions in this policy and the policies that follow.

Policy Executive Limitations #1: Hiring

With respect to the hiring of staff, the Executive Director will not cause or allow conditions that are unfair, undignified, or unclear.

- 1.1 The Executive Director will not allow the hiring of any employee, without the following:
 - 1.1.1 Nation-wide, local, and internal posting and communication of open positions.
 - 1.1.2 Written posting to include clear description of job duties, responsibilities, necessary technical and personal skills and qualifications, and length and terms of employment.
 - 1.1.3 Criteria, qualifications and credentials for positions are to be well-defined and consistent with those of similar ranking.
 - 1.1.4 Demonstration of key skills required for the position, via either a shadowing of candidate at present work site, or via audition at PCHS.
 - 1.1.5 Thoroughly researched and verified candidate references, especially from recent positions.
 - 1.1.6 A completed application for employment.
 - 1.1.7 Confirmation of required credential(s) (if applicable).
 - 1.1.8 Sign-off on the employee manual.
 - 1.1.9 Appropriate health and legal screenings.
- 1.2 The Executive Director will not allow the hiring of any employee (excluding part-time, seasonal and auxiliary/stipend assignments) without the involvement of all stakeholder groups.
 - 1.2.1 For candidate screening and selection, for non-credentialed positions, the *Executive Director* (or "Hiring Supervisor") in collaboration with the HR Director, will form an Interview Committee that includes all stakeholder groups, at least half of

whom are either (a) well-versed or expert in the unique position requirements or (b) directly familiar with the position from their professional experience. At least half of this committee is created from a pool of standing members appointed by the board, trained and committed for a certain period of time to participate in all hiring. The Executive Director (or "Hiring Supervisor") is a participatory member of the Interview Committee.

1.2.2 For candidate screening and selection, for credentialed positions, the *Principal* (or "Hiring Supervisor") in collaboration with the HR Director, will form an Interview Committee that includes all stakeholder groups, at least half of whom are either (a) well-versed or expert in the unique position requirements or (b) directly familiar with the position from their professional experience. At least half of this committee is created from a pool of standing members, appointed by the board, trained and committed for a certain period of time to participate in all hiring. The Principal (or "Hiring Supervisor") is a participatory member of the Interview Committee.

1.2.3 To qualify for Interview Committee membership, all Interview Committee members must receive additional training, including Human Resources law relevant to interviewing/hiring.

1.2.4 Upon request, the names and contact information of Interview Committee members will be provided to stakeholders so that stakeholders may provide input to the Interview Committee.

1.3 The Executive Director and Principal will not deviate from the hiring process that follows (excluding the hiring of part-time, seasonal and auxiliary/stipend assignments):

1.3.1 The Interview Committee will narrow the field of candidates and refer ranked finalists to the appropriate senior supervisor: Executive Director, Principal, or Hiring Supervisor.

1.3.2 The appropriate senior supervisor: Executive Director, Principal, or Hiring Supervisor, and the Human Resources Director will conduct additional interviews with finalists.

1.3.3 For non-senior-level positions, the appropriate senior supervisor: Executive Director, Principal, or Hiring Supervisor shall recommend to the Board the hiring of the candidate that was chosen by the Interview Committee. The Board shall give final approval for hiring.

1.3.4 For senior-level academic positions, the *Principal* or Hiring Supervisor must solicit stakeholder volunteers (other than those who served on the Interview Committee) to conduct one-on-one or small group interviews with finalists and provide input, in writing,

to the Interview Committee. Further, candidates for senior-level academic positions shall meet with all groups of stakeholders in open-forum.

- 1.3.5 For senior-level non-academic positions, the *Executive Director* or Hiring Supervisor must solicit stakeholder volunteers (other than those who served on the Interview Committee) to conduct one-on-one or small group interviews with finalists and provide input, in writing, to the Interview Committee. Further, candidates for senior-level non-academic positions shall meet with all groups of stakeholders in open-forum.
- 1.3.6 For senior-level positions, the appropriate senior supervisor: Executive Director, Principal, or Hiring Supervisor will collaborate with the Interview Committee in the selection and ranking of finalist(s) for the position, or in the choice to re-open the position.
- 1.3.7 For senior-level positions, the appropriate senior supervisor: Executive Director, Principal, or Hiring Supervisor, along with at least two members of the Interview Committee will propose all ranked finalist(s) narrowed by the Interview Committee and the appropriate senior supervisor to the Board. The Board is responsible for the final selection and hiring of senior-level candidates.
- 1.3.8 For senior-level positions, any opening due to resignation or termination, requires the full hiring process.
- 1.3.9 For senior-level positions, the Executive Director will not allow the extension of contracts or permanence of existing contracts without confirmation by the Board of Directors that the due process presented in this proposal was carried out at the original time of hiring.
- 1.4 The Executive Director will not execute any individual employment agreement that does not include written quantitative performance criteria to be used in subsequent performance evaluations.
 - 1.4.1 The Board of Trustees must approve the employment agreements of top administrators and managers defined as officers of the corporation by the PCHS Bylaws (i.e., Executive Director, Principal, and Chief Business Officer) to ensure compliance with EL Policy #1 and other relevant Board and PCHS policies.
 - 1.4.2 All other employment agreements for administrators and managers must be developed from a Board-approved template and follow salary policies set by the Board.

VI.D.

August 11, 2009 Draft (For Stakeholder Posting)

**BYLAWS
OF
PALISADES CHARTER HIGH SCHOOL**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

The name of this corporation is: Palisades Charter High School.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of this corporation is 15777 Bowdoin Street, Pacific Palisades, County of Los Angeles, State of California. The Board of Directors ("board of directors" or "board") may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. **OTHER OFFICES OF THE CORPORATION.** The board of directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

The purpose of this corporation is to manage, operate, guide, direct and promote the Palisades Charter High School ("Charter School" or "PCHS"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Unless the context indicates otherwise, the general provisions, rule of construction,

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's board of directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the board of directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of directors. The board may delegate the management of the corporation's activities to any person(s), management company or committees (Article VII, Section 23), however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the board of directors shall have the power to:

(a) Subject to any applicable contractual or other legal requirements, appoint and remove, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

(b) Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of the board.

(c) Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

(d) Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS. The designated directors (also referred to herein as "board members") are described in the Membership section of Element 4 of the Charter School's Charter, from which the language below has been excerpted:

The Board of Directors shall consist of eleven (11) voting members, the majority of whom shall be non-interested stakeholders (neither employed by nor otherwise compensated by PCHS). A PCHS pupil will be permitted, in accordance with the Board's bylaws, to serve as a non-voting member of the Board of Directors. Board members should be drawn from the same geographic areas as the School's student body. Among the desired qualifications for board members should be expertise in the fields of finance, law and ethics, and/or education practice...

The voting members of the Board of Directors will include:

- The Executive Director;*
- Three credentialed faculty members;*
- Three parents, with at least one representing traveling pupil communities;*
- Three members representing the community; and*
- One member of the non-certificated staff.*

With the exception of the Executive Director, all Board members will be elected by stakeholders. The faculty stakeholder group will elect two faculty members, one community member exclusively and the other two community members with the parent stakeholder group in accordance with the Board bylaws. The School's pupils will elect one faculty member. The parent stakeholder group will elect its own members and elect two community members with the faculty stakeholder group. At least one parent member must be from the traveling pupil community...

The Charter further specifies that

In order to foster a cooperative and collaborative relationship, facilitate communication, encourage a meaningful articulation of ideas, and promote

Palisades Charter Hig 8/25/09 9:48 AM
Deleted: 16

mutual understanding between PCHS and non-charter schools within the LAUSD, one representative of the LAUSD will be permitted, in accordance with the bylaws, to serve as a non-voting ex officio member of the Board of Directors.

To run for the position of director, an individual should, to the best of his or her knowledge, be an eligible member of the group that he or she will be representing for the entire term. Eligible candidates for the board of directors must also demonstrate a willingness to actively support and promote the Charter School, as well as a dedication to the Charter School's educational philosophy and goals.

Further eligibility requirements are as follows:

(a) Credentialed faculty directors: Employment at the Charter School as a full-time, permanent, certificated staff member is a requirement of election and service. Certificated staff members may only be elected to or serve in a certificated faculty director position, even if they belong to one or more other stakeholder group(s).

(b) Parent directors: To be elected to or serve in a parent representative position, an individual must have legal custody of a student enrolled at the Charter School. Parents (or legal guardians) of currently enrolled students may not run for a community representative position. As noted above, parents (or legal guardians) of currently enrolled students, who are also staff members, may not be elected to or serve in a parent representative position.

(c) Community directors: Candidates for a community director position must (a) be a resident of the historical attendance area or (b) have a past connection to the Charter School as (1) an alumnus or alumna of the Charter School; (2) a former employee of the Charter School; (3) a former member of the board of directors; or (4) a parent of an alumnus or alumna of the Charter School. If in a given year, there are elections for (a) the community trustee elected by the faculty stakeholder group and (b) the community trustee(s) elected by the faculty stakeholder group and the parent stakeholder group, then the community candidate receiving the greatest number of votes from faculty will be the designated faculty-elected community trustee. The total votes for all the other community trustee candidates will be counted and the community director candidate (or candidates, if all three community director positions are up for election) with the greatest number of votes will be elected to the board. Any person interested in running for the community trustee position must register with the Election Committee and provide clear evidence of eligibility at least thirty (30) days prior to the election, to ensure time to confirm eligibility.

(d) Non-certificated director: Employment at the Charter School as a permanent, non-certificated staff member is a requirement of election and service. Non-certificated staff members may only run for the non-certificated staff director position, even if they belong to one or more other stakeholder group(s).

(e) Non-voting student director: Enrollment as a student at the Charter School is a requirement of election and service. This non-voting director shall be selected in a general election of the Charter School's student body. The student member shall not be entitled to participate in any closed session meetings of the board.

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

Notwithstanding the foregoing, individuals in senior management positions (except for the Executive Director as specified in the Charter and herein) are not eligible to be elected or to serve on the Board of Directors to avoid conflicts-of-interest.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the board of directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

Section 5. BOARD MEMBERS' TERMS. Board Member's terms shall be as described in the Membership section of Element 4 of the Charter School's Charter, from which the language below has been excerpted:

Faculty elected by teachers, parent and community members each serve two year alternating terms, pupil Board Member serves a two-year term, and staff member, administrator representative and faculty member elected by students serve one year terms. Terms will begin at the first Board of Directors meeting held after regular elections.

In order to provide continuity of leadership, directors' terms shall be staggered in such manner as the board deems appropriate.

Section 6. ELECTION COMMITTEE. The board of directors shall appoint an Election Committee. The Election Committee shall (a) help source qualified candidates, when necessary, (b) confirm candidate eligibility and (c) oversee any election to the board of directors, according to the composition criteria set forth in Section 3 of this Article VII.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT CANDIDATE. If more people are running for director than can be elected, no corporation funds may be expended to support a candidate.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death or resignation of any director; (b) the removal of a director with or without cause, by resolution of the board as noted below; (c) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (d) the increase of the authorized number of directors; (e) the failure to solicit a candidate for a vacant director position; and (f) termination of employment with the Charter School.

Palisades Charter Hig 8/25/09 9:48 AM
Deleted: 16

Any director may be removed, with or without cause, by the vote of the majority of the entire board of directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Section 14. Any vacancy caused by the removal of a director shall be filled as provided in Section 11.

Any director who does not attend three successive board meetings will automatically be removed from the board without board resolution unless (a) the director requests a leave of absence for a limited period of time, and the leave is approved by the directors at a regular or special meeting (if such leave is granted, the number of board members will be reduced by one in determining whether a quorum is or is not present), (b) the director suffers from an illness or disability that prevents him or her from attending meetings and the board by resolution waives the automatic removal procedure of this subsection; or (c) the board by resolution of the majority of board members must agree before a director who has missed three meetings may be reinstated.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the vice chairman or the secretary of the board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. VACANCIES FILLED BY ALTERNATES OR SPECIAL ELECTION. A vacancy on the board of directors shall be filled by the appropriate alternate as designated in the Charter School Charter and these bylaws. The alternate for any particular director position shall be designated as the next highest vote earner in the election in which the vacating director was most recently elected.

Should the designated alternate no longer be eligible or willing to serve, the vacancy shall be filled by an appropriate special stakeholder election, with the exception that if the remaining term of office of a vacant director position is six (6) months or less, the vacancy may either be filled or left vacant by approval of the board of directors or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (3) a sole remaining director.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The board of directors may designate that a

Palisades Charter Hig 8/25/09 9:48 AM
Deleted: 16

meeting be held at any place within California that has been designated by resolution of the board of directors or in the notice of the meeting. All meetings of the board of directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by the chairman of the board.

Section 15. REGULAR MEETINGS. Unless changed and publicized with adequate notice, regular meetings of the board shall be held on the third Tuesday of every month, unless the third Tuesday of the month should fall on a legal holiday or unless a quorum (as defined in Article VII, Section 19) is unavailable. At least 72 hours before a regular meeting, the board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 16. SPECIAL MEETINGS. Special meetings of the board for any purpose may be called at any time by the chairman of the board, the vice chairman, the president, the secretary, or a majority of the board of directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 17. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the board may be held only after twenty-four (24) hours notice is given to each board member and to the public through the posting of an agenda. Pursuant to the Brown Act, the board shall adhere to the following notice requirements for special meetings:

(a) Any such notice shall be addressed or delivered to each board member at the board member's address as it is shown on the records of the corporation, or as may have been given to the corporation by the board member for purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the board are regularly held.

(b) Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

(c) The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 18. TELECONFERENCE MEETINGS. Board members may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

(a) At a minimum, a majority of the voting board members then in office shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;

(b) All votes taken during a teleconference meeting shall be by roll call;

(c) If the board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

(d) All locations where a member participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹

(e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the board directly at each teleconference location; and

(f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 19. QUORUM. A majority of the voting directors then in office (not to include vacant director positions in the calculation) shall constitute a quorum. Any action taken by a majority of the directors present at a meeting duly held in which a quorum is present constitutes an act of the board. Should there be less than a majority of the voting directors then in office present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors, if any action taken or decision made is approved by at least a majority of the required quorum.

Section 20. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time

¹ This means that directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 21. **CLOSED SESSION MEETINGS.** Closed session meetings of the board shall be posted and run in compliance with the provisions of the Brown Act. Unless otherwise dictated by need and approved by the chairman of the board (or if the chairman of the board is absent, the vice chairman of the board), only voting members of the board may participate in closed session meetings.

Section 22. **COMPENSATION AND REIMBURSEMENT.** Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the board of directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. **CREATION OF POWERS OF COMMITTEES.** The board may create one or more standing and/or ad hoc committees, to serve at the pleasure of the board. Standing committees currently include the following: (1) the Budget and Finance Committee; (2) the Educational Programs Committee; (3) the Operations, Facilities and Technology Committee; (4) the Communications Committee; and (5) the Policy Committee. Authorized committees that shall exercise the authority of the board, shall consist of two or more directors. Unless otherwise changed by board approval, the only committee that is authorized to exercise the authority of the board is the Grade Appeals Committee. Authorized standing committees that do not exercise the authority of the board, shall consist of individuals elected to committee membership according to the respective committee's bylaws. The goal is for teachers to comprise at least 50% of each standing committee. Committees shall report to the board on a periodic basis. Subject to the approval of the board, each standing committee shall establish its own bylaws to address, among other matters, purpose, committee membership, elections, meetings, and duties. Committees of the board of directors shall have all the authority to the extent provided in the board of directors' resolution establishing the committee, except that committee actions potentially involving substantial liability or major policy decisions, as determined by the executive director or the board, shall be approved by the board and no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the board or approval of a majority of all directors;
- (b) Fill vacancies on the board of directors or any committee of the board;
- (c) Fix compensation of the directors for serving on the board of directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the board of directors that by its express terms

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

is not so amendable or subject to repeal;

(f) Create any other committees of the board of directors or appoint the members of committees of the board;

(g) Expend corporate funds to support a nominee for director if more people are running for a director position than can be elected; or

(h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the board of directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other board of directors actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by board of directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The board of directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board of directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the board of directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a chairman of the board, a vice-chairman of the board, a president, a vice-president, a secretary, and a chief financial officer. The Charter School's president shall be known as the "Executive Director." All references in these bylaws to the "president" shall apply to the Executive Director. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairman of the board.

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the board of directors and shall serve at the pleasure of the board, subject to the rights and duties of any officer under any employment contract. Officers' terms may be staggered to provide continuity of leadership.

Section 4. APPOINTMENT OF OTHER OFFICERS. The board of directors may appoint and authorize the chairman of the board, the president, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the board.

Section 5. REMOVAL OF OFFICERS. Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights of any officer under an employment contract, the board of directors may remove any officer with or without cause. An officer who was not chosen by the board of directors may be removed by any other officer on whom the board of directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. The chairman of the board of directors shall preside at board of directors meetings and shall exercise and perform such other powers and duties as the board of directors may assign from time to time.

Section 9. VICE-CHAIRMAN OF THE BOARD. In the absence of the chairman, the vice-chairman shall preside at board of directors meetings and shall exercise and perform such other powers and duties as the board of directors may assign from time to time.

Section 10. PRESIDENT. The chief officer of the Charter School shall be the president, also known as the Executive Director. Subject to such supervisory powers as the board of directors may give to the chairman of the board, if any, and subject to the control of the board, and subject to the president's contract of employment, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president shall have such other powers and duties as the board of directors or the bylaws may require.

Section 11. VICE-PRESIDENTS. The vice-president is also known as the Academic

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

Principal. Subject to the vice-president's contract of employment, if the president is absent or disabled, the Academic Principal or such other vice president as may be designated by the board, shall perform all duties of the president. When so acting, the vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the board of directors or the bylaws may require.

Section 12. SECRETARY. The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the board of directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of persons present at board of directors and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors, and of committees of the board of directors, that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board of directors or bylaws may require.

Section 13. CHIEF FINANCIAL OFFICER. Subject to the chief financial officer's contract of employment, the chief financial officer, known also as the Chief Business Officer, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the board members such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The chief financial officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the board of directors may designate; (b) disburse the corporation's funds as the board of directors may order; (c) render to the president, chairman of the board, and the board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board of directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office.

Palisades Charter Htg... 8/25/09 9:48 AM
Deleted: 16

**ARTICLE IX
CONTRACTS WITH DIRECTORS**

The corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest) unless all of the following apply:

(a) The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the board meeting minutes.

(b) The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during board discussion and when the final vote is taken).

(c) Such contract or transaction is authorized in good faith by a majority of the board of directors by a vote sufficient for that purpose.

(d) Before authorizing or approving the transaction, the board of directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

(e) The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

**ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Palisades Charter High School Conflict of Interest Code have been fulfilled.

**ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS**

This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided,

BYLAWS OF PALISADES CHARTER HIGH SCHOOL (INSERT DATE BYLAWS ARE AMENDED) Page 13 of 16

however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the board of directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the board of directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the board of directors shall authorize indemnification.

ARTICLE XIII INSURANCE

This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

This corporation shall keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of its board and committees of the board; and
- (c) Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection at all reasonable times during office hours. If the corporation has no business office in California, the secretary shall, upon reasonable written request, furnish a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the board of directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursements for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16

party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII AMENDMENT TO BYLAWS

These bylaws may be amended by a majority vote of the board of directors at a meeting in which a quorum is present. Bylaws may not be amended to include any provision that conflicts with law, the Articles of Incorporation, or the Charter of the Palisades Charter High School.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Palisades Charter High School, a California nonprofit public benefit corporation; that these bylaws, consisting of [INSERT NUMBER OF PAGES] pages, are the bylaws of this corporation as amended by the board of directors on [INSERT DATE BOARD VOTES TO AMEND THESE BYLAWS]; and that these bylaws have not been amended or modified since that date.

Executed on [INSERT DATE] at Pacific Palisades, California.

Darcy Stamler, Secretary

Palisades Charter Hig... 8/25/09 9:48 AM
Deleted: 16