

May 26, 2010 PCHS Board Meeting- Principal's Report

- A. Overview of 2009-2010 Stull Evaluations based on Administrative Input
 - Narrative info regarding teacher evaluations

- B. CST Date Reports and Their Use With Students
 - Actual Data Report Narratives submitted by students that I will read/share with the Board as examples.

 - Portfolio example from Temescal Academy

**PALISADES CHARTER HIGH SCHOOL
BOARD OF TRUSTEE'S MEETING
CBO UPDATE
MAY 18, 2010**

2009-2010

The 2009-2010 Budget outlook remains materially unchanged from the Second Interim Report. Funding for the School Counseling & Arts & Music Block Grant, was cut by the State, but is now being funded by the Federal ARRA funding.

Pool Fund Accounting is attached. The Pool Loan is in the final stages of review with the lender. Their review has been anticipating our Charter petition renewal. Once finalized, the Loan and related cash flows will be presented. A special Board meeting is anticipated to discuss/act on this matter.

2010-2011

The May Revise is scheduled to come out around the end of this week. State revenues for the month of April 2010 did not meet expectations. Had the expectations been met, the 2010-2011 Budget proposal may have been improved. Current expectation is for the January Governor's Budget Forecast of the negative (0.38%) COLA to remain the same.

The 2010-2011 Budget information is in the process of being compiled. The Operations and Facilities Committee met last week and have supplied their initial, prioritized Capital budget which is less than prior years' request by approximately \$60,000, while still meeting PCHS' essential Capital needs.

The Education Programs Committee met last week and evaluated the programs. They moved to have the Budgetary aspects of these programs left to the administrative team (estimated at \$67,000 savings). This review in addition to other non-program personnel matters will be done by Administration and incorporated into the 2010-2011 Budget that will be vetted at the Aldersgate meeting on May 25th.

The Operations Department is working with the Business Office to review existing repair/maintenance contracts for possible reductions.

**PALISADES CHARTER HIGH SCHOOL
BOARD OF TRUSTEE'S MEETING
CBO UPDATE
MAY 18, 2010**

Union Negotiations are still in process with negotiable compensation matters still under discussion (primarily stipends).

Multiple bids for Cafeteria Operations Providers for 2010-2011 are in process with three potential organizations identified. Additionally, an internal review of the staffing costs has resulted in approximately \$33,000 in annual salary savings, some of this is being implemented this year. Also, increased revenues of approximately \$15-20,000 are anticipated for sales initiatives identified. These items will be incorporated into the 2010-2011 Budget projections.

The Business Office is still analyzing other areas of the Budget for possible additional Budget cost savings .

**PALISADES CHARTER HIGH SCHOOL
POOL FUND DONATIONS ACCOUNTING**

As Of April 30, 2010

**Amount
Received**

Revenue

	<u>Donations</u>	
2006	Mar-Dec	<u>\$ 457,158.33</u>
2007		
	1/1-12/31	<u>\$ 292,310.30</u>
2008	Year To Date	<u>\$ 1,893,673.13</u>
2009	Year To Date	<u>\$ 278,146.33</u>
2010		
	January	\$ 86,616.34
	February	\$ 3,850.00
	March	\$ 11,230.50
	April	\$ 1,264.00
	Year To Date	<u>\$ 102,960.84</u>

Cumulative Donations \$ 3,024,248.93

	<u>Interest</u>	
2006	3/1-12/31	<u>\$ 8,783.88</u>
2007		
	1/1-12/31	<u>\$ 19,992.43</u>
2008	Year To Date	<u>44,185.34</u>
2009	Year To Date	<u>27,019.58</u>
2010		
	January	\$ 165.03
	February	75.25
	March	222.33
	April	<u>212.32</u>
2010	Year To Date	<u>674.93</u>

Cumulative Interest \$ 100,656.16

Total Revenue to Date	<u>\$ 3,124,905.09</u>
Loans Received	<u>\$ 750,000.00</u>
Total Sources Received	<u>\$ 3,874,905.09</u>
Add: Pledges Outstanding	<u>\$ 100,000.00</u>
	<u><u>\$ 3,974,905.09</u></u>

PLEDGES OUTSTANDING

Ross Family	\$ 15,000
Rose G.-Lane	50,000
Boosters	25,000
Kaplan	<u>10,000</u>
	<u>\$ 100,000</u>

**PALISADES CHARTER HIGH SCHOOL
POOL FUND DONATIONS ACCOUNTING
As Of April 30, 2010**

Expenses

2006	3/1-12/31	\$	4,863.93
2007	1/1-12/31	\$	123,586.81
2008	Year To Date	\$	<u>209,463.29</u>
2009	January	\$	30,093.25
	February		12,979.54
	March		19,045.42
	April		405,721.89
	May		6,624.94
	June-		45,777.04
	July		226,066.11
	August		344,649.71
	September		153,301.80
	October		311,118.14
	November		346,176.37
	December		354,673.06
	Year To Date	\$	<u>2,256,227.27</u>
2010	January	\$	93,718.70
	February		163,961.72
	March		260,790.16
	April		233,788.08
	Year To Date		<u>752,258.66</u>

Cumulative Expenses to Date \$ 3,346,399.96

Net Pool Balance-April 30,2010	\$	<u>528,505.13</u>
Deposits In Transit	\$	625.00
Outstanding Checks	\$	-
	\$	<u>529,130.13</u>

Investments at April 30,2010

Wells Fargo Operating Account	\$	32,658.69	No Interest
Wells Fargo Money Market Account		428,276.91	Tiered Money Market- Variable
Cal National Money Market Account		67,569.53	Tiered Money Market- Variable
	\$	<u>528,505.13</u>	

Agenda Information Sheet for the Board Meeting (05/26/10)

Date: 05/26/10

Topic: Board-Executive Director Linkage Policies, Discussion Only

Presenter: Karen Perkins, Ph.D.

Recommendation: Discuss these policies, ask for a re-write from the Policy committee based on Board discussion and stakeholder input. Prepare for a Discussion and/or Action at the next regular board meeting (June 15, 2010).

Costs: 0

Background: The PCHS School Board has never voted to adopt the entire Governance Policy Model of John and Miriam Carver. However, several board discussions, informal agreements, and actions to date, (see attached history and "Prior discussions and/or action" section below in which subsets of the policies were adopted), suggest that this model, in principle, has been agreed upon.

To be fully effective for the governance of any organization, neither of these policies can stand alone. A major goal of the policies is to provide direction, roles and responsibilities for the PCHS board versus management, and a system of accountability, monitoring and criteria.

The Board-Executive Director Linkage Policies play the role of clearly delineating the board's role regarding management, specifically outlining the non-interference of board members in staff tasks, but also specifying criteria and a formal monitoring schedule for the Executive Director.

Prior discussions and/or action: Governance Process Policies that adhere to John and Miriam Carver's Governance Policy Model were adopted by the PCHS Board on 10-20-09. Executive Limitations on financial matters that adhere to the Carver Model were adopted by the board on 03-16-10.

Alternatives:

Alternatives to the Model of Policy Governance were explored and rejected in previous Board discussions during the year of 2008-09.

Pros & Cons:

The Board-ED Linkage Policies are attractive to an incoming Executive Director because they provide for a great deal of freedom and creativity of that position. They also delineate a schedule for evaluation for an incoming Executive Director, providing clarity of expectations, and a continual role for the board in the evaluation of any PCHS executive director.

The Board-Ed Linkage Policies are in conflict with some of our existing bylaws, specifically those that state that any individual board member has a right to ask for specific financial documents without full board approval. The Board-Ed Linkage Policies of Carver read that the board must act in unity to direct staff. Thus, some discussion at the board meeting must center on how to resolve this apparent conflict.

Relevance to PCHS' mission:

Board-ED Linkage Policies are absolutely essential to having a system of checks and balances between the PCHS Board and Administration. They also provide accountability for the Executive Director's job, where none has previously existed.

Stakeholder input:

The PCHS Board Chair, Karen Perkins, has met with faculty in period-by-period meetings to request input for these policies. Two other board members, Susan Frank and John Riley, held a parent meeting to foster stakeholder input. Part of the recommendation herein is that the Policy Committee continue with this task, edit the policies, garner further stakeholder input (such as from classified staff and students), and prepare them for board action at the next regular meeting in June.

Additional Information:

None.

Number of accompanying materials: 1

Board-Executive Director Linkage Policies

Policy B-ED #1: Global Board-Executive Director Policy:

The board's sole official connection to the operational organization, its achievements, and conduct will be through an Executive Director.

Policy B-ED #2a: Unity of Control:

Only decisions of the board acting as a body are binding on the Executive Director.

Policy B-ED #3a:

Accordingly:

1. Decisions or instructions of individual board members, officers, or committees are not binding on the Executive Director except in rare instances when the board has specifically authorized such exercise of authority.
2. In the case of board members or committees requesting information or assistance without board authorization, the Executive Director may refuse such requests that require, in the Executive Director's opinion, a material amount of staff time or funds, or are disruptive.

Policy B-ED #2b: Accountability of the Executive Director

The Executive Director is the board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the Executive Director.

Policy B-ED #3b: Accordingly:

1. The board will never give instructions to persons who report directly or indirectly to the Executive Director.
2. The board will refrain from evaluating, either formally or informally, any staff other than the Executive Director.
3. The board will view Executive Director performance as identical to organizational performance, so that organizational accomplishment of boardstated Outcomes and avoidance of board-proscribed means will be viewed as successful Executive Director performance.

Policy B-ED #2c: Policy Title: Delegation to the Executive Director

The board will instruct the Executive Director through written policies that prescribe the organizational Outcomes to be achieved and describe organizational situations and actions to be avoided, allowing the Executive Director to use any reasonable interpretation of these policies.

Policy B-ED #3c:

Accordingly:

1. The board will develop policies instructing the Executive Director to achieve certain results, for certain recipients, at a specified cost. These policies will be developed systematically from the broadest, most general level to more defined levels, and will be called Ends policies.
2. The board will develop policies that limit the latitude the Executive Director may exercise in choosing the organizational means. These policies will be developed systematically from the broadest, most general level to more defined levels, and they will be called Executive Limitations policies.
3. As long as the Executive Director uses any reasonable interpretation of the board's Ends and Executive Limitations policies, the Executive Director is authorized to establish all practices, and develop all activities.
4. The board may change its Ends and Executive Limitations policies, thereby shifting the boundary between board and Executive Director domains. By doing so, the board changes the latitude of choice given to the Executive Director. But as long as any particular delegation is in place, the board will respect and support the Executive Director's choices.

Policy B-ED #2d: Monitoring Executive Director Performance

Systematic and rigorous monitoring of Executive Director job performance will be solely against the only expected Executive Director job outputs: organizational accomplishment of board Ends policies and organizational operation within the boundaries established in board policies on Executive Limitations.

Policy B-ED #3d: Accordingly:

1. Monitoring is simply to determine the degree to which board policies are being met. Data that do not do this will not be considered to be monitoring data.
2. The board will acquire monitoring data by one or more of three methods: a) by internal report, in which the Executive Director discloses compliance information to the board, b) by external report, in which an external, disinterested third party selected by the board assesses compliance with board policies, and c) by direct board inspection, in which a designated member or members of the board assess compliance with the appropriate policy criteria.
3. In every case, the standard for compliance shall be any Executive Director interpretation of the board policy being monitored.
4. All policies that instruct the Executive Director will be monitored with the frequency indicated in the table below. The board can monitor any policy at any time by any method, but will ordinarily depend on the routine schedule and method listed in the table.

Schedule for Monitoring of Executive Director:

Policy Method Frequency

Treatment of Students and Their Families	Internal	Annually
Treatment of Faculty and Staff	Internal	Annually
Financial Planning and Budgeting	Internal	Quarterly
Financial Condition and Activities	Internal	Quarterly
	External	Annually
Emergency Management Succession	Internal	Annually
Compensation and Benefits	Internal	Annually
	External	Annually
Communication and Support	Direct Inspection	Annually
Asset Protection	Internal	Annually
Ends Focus of Grants or Contracts	Internal	Annually
Hiring	Internal	Annually

**Unofficial Recap of 04/20/10 Regular Board meeting
(by Julia O'Grady)**

V. DISCUSSION AND/OR ACTION ITEMS

A. PRINCIPLES OF THE CARVER MODEL- FORMAL ADOPTION BY THE BOARD

It was noted that the Board had previously adopted the Carver Model of governance. The current members were polled as to whether he/she still supports this model. All said "yes."

**REGULAR MEETING MINUTES
BOARD OF DIRECTORS
Tuesday, June 16, 2009
4 PM
LIBRARY**

III. ACTION ITEMS:

B. POLICY COMMITTEE RECOMMENDATIONS TO REVISE ITS BYLAWS (see attachment*)

➤ Julia O'Grady presented the Policy Committee's recommendation to revise its bylaws to reflect that the Committee's purpose is not only to develop policy but also to review and act on proposed policies.

➤ Amy Dresser Held moved that the Board accept the Policy Committee's recommendation to revise its bylaws. James Paleno seconded the motion.

BOARD ACTION:

10 – yes (Ms. Darcy Stamler, Ms. Vicky Francis, Ms. Patrice Fisher, Mr. Torino Johnson, Ms. Amy

Dresser Held, Dr. Karen Perkins, Mrs. Rene Rodman, Mr. Steve Klima, Mr. John Callas, Mr.

James Paleno)

1 – absent (Dr. John Riley)

F. DISCUSSION AND ACTION ON BOARD POLICY DEVELOPMENT SCHEDULE

➤ The board committed to focusing on policy development initially in the area of governance process policies and executive limitations policies with the goal of crafting draft policies over the summer to be

Stamler, Patrice Fisher, Ms. Rene Rodman, Dr. John Riley, Ms. Vicky Francis, Ms. Amy Dresser Held, Mr. John Callas)

4- absent (Dr. Karen Perkins, Steve Klima, Mr. James Paleno, Mr. Torino Johnson)

III. ACTION ITEMS:

II. DISCUSSION AND ACTION TO FORM A COMMITTEE TO REVIEW GOALS ENUMERATED IN WASC ACTION PLAN AND PCHS CHARTER AS A PRECURSOR

TO UPCOMING WASC VISIT, STRATEGIC PLANNING AND DEVELOPMENT OF ENDS/OUTCOME POLICIES.

- Mr. Paul Mittelbach proposed re-establishing a standing Steering / Innovations / Restructuring / Strategic Planning Committee and presented a number of support documents.
- Ms. Rene Rodman noted that a committee to field innovative ideas for academic programs and school operations could be formed by staff and the administration without Board approval. She suggested that Board members review the WASC and charter renewal documents as a first step in developing a comprehensive list of school outcomes and a strategic plan. She suggested that this work be started at a board retreat in the near future and offered to include further discussion of this on the April 21 Board agenda.
- No action was taken by the Board.

IV. DISCUSSION/INFORMATION ITEMS:

A. DISCUSSION OF HIRING PROCESS POLICY.

- As a continuation of the discussion and implementation of best board practices, the Board agreed at the February 17 meeting to begin work on a school hiring policy. Ms. Rodman led a discussion of the concerns that Board members have or have heard about the school's hiring process. The list included: adherence to laws, consistency, clearly defining and adherence to job descriptions and responsibilities, performance criteria in both the hiring interview and employment contract, confirmation of appropriate credentialing, establishing mechanisms for stakeholder input, employee manual sign-off by the candidate, and more. The discussion is to be continued at a subsequent board meeting or retreat.

III. ACTION ITEMS:

B. BOARD DISCUSSION OF THE POLICY GOVERNANCE[®] MODEL PRESENTED BY JOHN CARVER IN HIS BOOK, *BOARDS THAT MAKE A DIFFERENCE*, AND ALTERNATIVE GOVERNANCE MODELS/PRACTICES. POTENTIAL ACTION TO ADOPT SPECIFIC GOVERNANCE PRACTICES.

- Mr. Martin Griffin stated that it is important for a teacher board member to be clear on one's Board role and duties, and to speak as a Board member who represents a group, not as an individual Board member.
- Ms. Vicky Francis remarked that the book deals with school boards and any big changes in direction will mean changing the Pali Charter government section. She emphasized the importance of being ethical and setting policies; she also emphasized the importance of not micromanaging the administrative staff.
- Ms. Darcy Stamler stated that the Board needs to set up Board policies; also that it is the Board's role to set school goals and for the school management to achieve those goals, not for the Board to be involved in the management processes.
- Mrs. Amy Held loved the book, but said that the Board shouldn't do all of it. She said that the Board needed to establish policies to provide clarity.
- Dr. John Riley acknowledged that the Pali Board is made up of parents, which is a structure found in many elementary school boards. He mentioned the Trustee Handbook as a good

guide for the Pali Board even though it is written primarily for private schools.

- Mrs. Rene Rodman thought the CEO should not be on the Board but that the Board should set parameters that the CEO can operate within without needing to go to the Board for approval of every action item. The Board needs to define the limits of the CEO, what she/he can and can not do.
- Ms. Victoria Francis moved that in the next meeting the Board develop a new policy for hiring. Dr. John Riley seconded the motion.

BOARD ACTION:

7 – yes (Mrs. Amy Dresser Held, Ms. Darcy Stamler, Mr. John Callas, Dr. John Riley, Mrs. Rene Rodman, Mr. Steve Klima, and Ms. Victoria Francis)

2 – abstained (Mr. Dave Suarez and Ms. Patrice Fisher)

2 – absent (Mr. James Paleno and Mr. Torino Johnson)

III. ACTION ITEMS:

B. BOARD REVIEW OF AND IDENTIFICATION OF NEXT STEPS IN BOARD TRAINING/DEVELOPMENT. DISCUSSION AND ACTION ON RESOLUTION REGARDING PCHS BOARD OF TRUSTEE OWNERSHIP AND ACCOUNTABILITY.

- The board had a lengthy discussion on its purpose, who it exists to serve and to whom it is accountable. It agreed to continue working on governance development and adopted a resolution committing it and future boards to leading the school according to sound principles of governance and to learning and practicing these principles.
- For the February meeting, several members committed to reading Carver's *Boards That Make a Difference*, while others volunteered to research alternative governance models/best practices.
- Darcy Stamler moved that the Board of PCHS vote to approve the following motion: The Board of PCHS hereby resolves that it will lead the school according to sound principles of governance which it hereby commits itself and its current and future members to learning and practicing. Vicky Francis seconded the motion.

BOARD ACTION:

9 – yes (Mrs. Amy Dresser Held, Ms. Darcy Stamler, Mr. Dave Suarez, Dr. John Riley, Ms. Patrice Fisher, Mrs. Rene Rodman, Mr. James Paleno, Mr. Steve Klima, Mr. Torino Johnson and Ms. Victoria Francis)

1 – absent (Mr. John Callas)

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year	
Palisades Charter									
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	\$1,494 after 5 years at highest step	261 paid work days (including holidays)	
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00			
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00			
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00			
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00			
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00			
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00			
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00			
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00			
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00			
Santa Monica-Malibu									
	Director of Child Development Services	91,341.80	95,913.40	100,702.80	107,736.40	111,034.00	\$2,452.32 after 3 years at highest step. *Subsequent increments are paid every third year thereafter.	210-222 paid work days	
	Director of Adult Education	93,625.40	98,311.40	103,219.60	108,380.80	113,810.40			
	Director of Classified Personnel	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Director of Development and Grants	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52			
	Director of Educational Services	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Director of Information Services	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52			
	Director of Professional Development and Leadership	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Director of Special Education	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22			
	Director of Standards and Assessments	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Director of Student Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22			
	Director of Pupil Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22			
	Director of Facility Improvement Projects	96,838.62	101,684.88	106,762.02	112,101.12	117,715.50			
	Director of Facility Management	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52			
	Director of Transportation Services	68,535.84	71,967.96	75,559.92	79,333.92	83,309.94			
	Director of Human Resources	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22			
	Director of Fiscal/Business	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Director of Food Services	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06			
	Director of Purchasing and Warehouse	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06			
	Asst. Principal (High School)	87,189.90	91,553.70	96,125.40	100,930.20	105,987.00			
	Associate Principal SAMOHI	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04			
	Principal/CEO SAMOHI	109,565.88	115,147.06	120,790.20	126,828.60	133,186.68			
	Chief Academic Officer	115,113.66	120,872.34	126,904.08	133,248.84	139,928.82			
Granada Hills Charter									
	Student Data Services Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00	There are no longevity increments. Classified employees cap-out upon reaching the highest step.	261 paid work days (including holidays)	
	Security/Events Manager	60,492.00	64,424.00	68,612.00	73,071.00	77,821.00			
	Network Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00			
	Plant Manager	55,078.00	58,657.00	62,470.00	66,530.00	70,855.00			
	Cafeteria Manager	59,400.00	63,261.00	67,373.00	71,751.00	76,415.00			
	Student Store Manager	56,439.00	60,107.00	64,014.00	68,175.00	72,607.00			
	Human Resources Manager	83,891.00	89,349.00	95,151.00	101,335.00	107,922.00			
	Chief Business Officer	105,721.00	111,681.00	118,196.00	124,858.00	131,844.00			
	Director	92,587.00	98,487.00	103,373.00	109,097.00	115,320.00			
									Step 6
								139,326	147,234
								121,626	128,700
Beverly Hills									
							Step 6	Longevity Increments	Work Days Per Year
	Certificated Management								
	K-8 Asst. Principal	85,053.00	88,780.00	92,340.00	96,495.00	100,837.00		\$51.14 per month after 10 years; \$92.13 per month after 15 years; \$133.25 per month after 20 years	Certificated Management: 207-225 Paid Work Days
	K-8 Principal	97,933.00	102,108.00	106,308.00	111,093.00	116,092.00			
	HS Asst. Principal	89,791.00	93,647.00	97,533.00	101,922.00	106,508.00			
	HS Principal	106,222.00	110,821.00	115,550.00	120,748.00	126,182.00			
	Coordinator of Special Ed.	82,704.00	86,350.00	90,444.00	94,432.00	98,565.00			
	Director, Pupil and Special Services	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Adult Ed.	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Educational Technology	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Assessment/Acct.	93,757.00	97,933.00	102,108.00	106,308.00	111,093.00			
	Classified Management								
	Custodial Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00	69,797	Certificated Management: 261 Paid Work Days	
	Food Services Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00	69,797		
	Purchasing Agent	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00	69,797		
	Facilities Manager	67,694.00	71,079.00	74,631.00	78,364.00	82,282.00	86,396		
	Director of Maintenance & Operations	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00	98,760		
	Human Resources Coordinator/Credential Analyst	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00	98,760		
	Director of Business Operations	81,263.00	85,315.00	89,588.00	94,071.00	98,760.00	103,698		
	Director of Planning and Facilities	96,133.00	100,939.00	105,986.00	111,285.00	116,850.00	122,691		

May 2010

Leadership Team Compensation Plan

The following is being proposed in order to:

- 1) Bring salaries into alignment / recalibrate salaries across the team;
- 2) Ensure Pali is competitive with other schools in order to attract and retain leadership;
- 3) Implement a salary schedule for transparency and equity. This is common place in other school/district settings. We currently have a system of individually negotiated contracts (loosely based on LAUSD's salary schedule for certificated administrators) with an opportunity to receive merit based increases or bonuses. The move to a salary schedule will retain the merit component insofar as step increases will be withheld when a leadership team member receives an unsatisfactory/below standard evaluation.

Research on administrative salaries in Santa Monica Malibu School District and LAUSD show that there are typically 5 steps on a salary schedule with pay increases averaging 5% or approximately \$5,000 per step.

I would propose that we do the following to calibrate the team and to improve the compensation structure for the leadership team immediately modify the work year for the leadership team to be E Basis (234 paid days = 222 work days, 12 holidays). That means leadership team members must be present the 180 school days as well as 42 additional work days split between before the school year starts, during school breaks and after the school year ends. This could be adjusted on a case by case basis with the supervisor's approval. Administrators will be required to rotate to cover summer school so that's not an additional paid position. This would result in two additional weeks off a year for leadership team members and would remove paid vacation from contracts which would remove a liability to pay out vacation banks accrued in the future when employees leave Pali.

	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments
DSS/DAASW	98,630	104,190	110,056	116,474	123,045	1 st increment: \$1,500 after 5 years at highest step; 2 nd increment: \$2,500 after 5 additional years
DSAD	98,630	104,190	110,056	116,474	123,045	
DI	98,630	104,190	110,056	116,474	123,045	
DSSS	98,630	104,190	110,056	116,474	123,045	
DAPAGS	98,630	104,190	110,056	116,474	123,045	
Operations Manager	65,000	70,000	75,000	80,000	85,000	
HR Director	75,000	80,000	85,000	90,000	95,000	
CBO	105,000	110,000	115,000	120,000	125,000	
Principal	110,000	115,000	120,000	125,000	130,000	
ED	120,000	125,000	130,000	135,000	140,000	

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME
2010-2011**

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Directors ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and EMPLOYEE NAME (hereinafter referred to as the "JOB TITLE").

RECITALS

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

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

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

WHEREAS, the JOB TITLE and PCHS desire to formalize the employment relationship by way of this Agreement;

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

AGREEMENT

1. **TERM.** PCHS hereby employs the JOB TITLE from July 1, 2010(the "Effective Date") to June 30, 2012, according to the terms and conditions set forth prescribed by the Charter, or as specified herein.
2. **COMPENSATION.**
 - a. For the 2010-2011 school year, the JOB TITLE shall receive the same annual salary of \$XXX, 000.00 as the 2009-2010 school year, to be paid in twelve (12) equal monthly payments, subject to all regular withholdings and the equivalent of six furlough days worth of pay. JOB TITLE will be eligible to move up the salary schedule and for all applicable cost of living adjustments (COLA) that other employees receive when salary schedule movement and salary increases resume.
 - b. For the 2010-2011 and 2011-2012 school years, the JOB TITLE shall, with her supervisor, set mutually agreed upon performance goals. JOB TITLE will be eligible for cost of living increases and additional compensation, contingent upon budget requirements and meeting mutually agreed upon performance goals.

- c. The JOB TITLE is exempt from overtime law.
3. BENEFITS. At PCHS' expense, the JOB TITLE shall be afforded such health and welfare benefits of employment as listed in the attached Benefit Description (Attachment A).
4. DUTIES. The JOB TITLE shall perform the duties of JOB TITLE as directed by the Board and the Executive Director, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the JOB TITLE may be altered from time to time by the Board.
5. WORK YEAR. The JOB TITLE shall be required to work throughout the calendar year in accordance with the Calendar attached to and incorporated into this Agreement as Attachment B. The work year will be two hundred thirty-six (236) paid days, two hundred twenty two (222) work days.
6. EVALUATION. JOB TITLE should meet regularly with her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations should be conducted annually, during March and April. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the JOB TITLE and she shall have the right to make an oral or written response to the evaluation.

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

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the JOB TITLE for all documented actual and necessary expenses personally incurred by her within the scope of his employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. TERMINATION OF AGREEMENT. This Agreement may be terminated as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the JOB TITLE;
 - c. Charter revocation;
 - d. early termination by PCHS without cause in which event a gross taxable sum equivalent to four (4) weeks of salary (subject to all regular withholding) and benefits shall be paid to the JOB TITLE as severance;
 - e. discharge for cause.

The bases for discharge for cause may include but are not limited to: conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential

information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct tending to adversely affect PCHS.

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

During the pendency of disciplinary proceedings, the Board reserves the right to place the JOB TITLE on paid administrative leave.

Upon termination for cause, the JOB TITLE shall receive her proportionate compensation to the effective date of termination, along with her rights to other benefits as governed by any respective plans, programs or policies such as health benefits, etc.

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

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

arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.

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

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

By:

Chair, Board of Directors, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The JOB TITLE is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The JOB TITLE is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision, life. In addition, JOB TITLE has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The JOB TITLE is entitled to leave of absences in accordance with Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The JOB TITLE is entitled to Paid Holidays of 12 days annually during the Term. During the 2010-2011 and 2011-2012 school years in keeping with the adopted annual school calendar. Unused Holidays must be used on the day assigned, will not roll over, and will not be paid out at contract termination.
5. The JOB TITLE is entitled to Paid Sick days of 10 days annually during the Term. Unused Paid Sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME
2009-2010**

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Directors ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and EMPLOYEE NAME (hereinafter referred to as the "JOB TITLE").

RECITALS

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

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

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

WHEREAS, the position of JOB TITLE is not represented by any labor association, and JOB TITLE and PCHS desire to formalize the employment relationship by way of this Agreement; and

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

AGREEMENT

1. **TERM.** PCHS hereby employs the JOB TITLE from July 1, 2009 (the "Effective Date") to June 30, 2009, according to the terms and conditions set forth herein.
2. **COMPENSATION.**
 - a. For the 2009/2010 school year, the JOB TITLE shall receive an annual salary of \$XX.00, for the Term of the contract, to be paid in twelve (12) equal monthly payments, subject to all regular withholdings.
 - b. The JOB TITLE is exempt from overtime law.
3. **BENEFITS.** At PCHS's expense, the JOB TITLE shall be afforded such health and welfare benefits of employment as listed in the attached Benefit Description (Attachment A).
4. **DUTIES.** The JOB TITLE shall perform the duties of JOB TITLE as directed by the Board and the Executive Director, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description (Attachment B). This description and the job duties for the JOB TITLE may be altered from time to time by the Board.

5. **WORK YEAR.** The JOB TITLE shall be required to work throughout the calendar year in accordance with the School Calendar and basis schedule attached to and incorporated into this Agreement as Attachment C and D. The work year will be two hundred and sixty-one (261) paid days or two hundred thirty-six (236) work days.
6. **EVALUATION.** JOB TITLE should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations should be conducted annually, during March and April. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the JOB TITLE and he/she shall have the right to make an oral or written response to the evaluation.

Upon meeting mutually agreed upon performance goals and depending on budget availability, JOB TITLE may be eligible for additional compensation.

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

7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the JOB TITLE for all pre-approved, documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the JOB TITLE;
 - c. Charter revocation or nonrenewal;
 - d. early termination by PCHS without cause, in which event a gross taxable sum equivalent to four (4) weeks of salary (subject to all regular withholding) and benefits shall be paid to the JOB TITLE as severance;
 - e. discharge for cause.

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

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

and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board or designee reserves the right to place the JOB TITLE on paid administrative leave.

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

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

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

enforceable to the fullest extent provided by law.

- 16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
- 17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

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

By:

Rene Rodman
Chair, Board of Directors, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The JOB TITLE is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The JOB TITLE is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision, life. In addition, JOB TITLE has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The JOB TITLE is entitled to leave of absences in accordance with Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The JOB TITLE is entitled to Paid Holidays of 12 days annually during the Term. During the 2009-2010 school year, these dates include:
 - July 3
 - August 31
 - September 7
 - November 11
 - November 26
 - November 27
 - December 25
 - December 31
 - January 1
 - January 18
 - February 15
 - May 31

Unused Holidays must be used on the day assigned, will not roll over, and will not be paid out at contract termination.

5. The JOB TITLE is entitled to Paid Sick days of 10 days annually during the Term. Unused Paid Sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.
6. The JOB TITLE is entitled to Paid Vacation days of 10 days annually during the Term. Unused Paid Vacation (except for the week of December 25 through December 30, 2009 - see item 7) carries over from year to year up to a total of thirty (30) days, at which point no further Paid Vacation accrues until some is used. Time Off may be advanced and used by the JOB TITLE only with approval of the Board.
7. In addition to the above paid time off, the JOB TITLE shall receive December 28, 2009 through December 30, 2009 as Paid Time Off. This time must be used as specified in the contract does not accrue or roll over and if not taken, is not paid out.

Draft CO 5/12/2010

Agenda Information Sheet for the Board Meeting on May 26, 2010

Date: May 12, 2010

Topic: Partial Revision of the Bylaws in preparation for the new Charter.

Presenters: John Riley/Carol Osborne

Recommendation: Discussion item **Costs:** none

Background: We are expecting to have a new Charter very soon. It is critical that the Bylaws be aligned to be consistent with the new Charter. Although we will need to do a more thorough review of the Bylaws over the next month or so to ensure complete consistency, there was an immediate need to update the provisions of the Bylaws relating to the categories of directors and the election process due to the addition of a new director seat to be held by a member of administration other than the Executive Director, the Chief Business Officer and the Principal. For your reference, we have excerpted the relevant provision of the new Charter below.

Unlike the previous Charter, the new Charter is intentionally vague on the procedures for electing the new Administration Board seat. It was the intention of the Charter renewal committee to have the details of the election procedure set forth in the By-Laws and not the Charter because this allows the Board to make modifications as needed, without going through the formal process of requesting changes in the Charter.

Here is a summary of the changes we are proposing to the Bylaws:

1. The new Charter has changed the name of our governing body from "Board of Directors" to "Board of Trustees." This required many changes throughout the Bylaws to conform "Director" to "Trustee" in all instances.
2. The Bylaws had previously quoted directly from the Charter for the provisions relating to classification of directors and terms (as opposed to having specific provisions). Because the Charter is SILENT on the new Administration Board seat, that approach no longer worked. We have proposed modifications to those previous "quotation" provisions so that they are now identical to the Charter language where possible but also amplified where the Charter is silent or was vague.
3. There has historically been some uncertainty as to how the Community Board members are elected and whether PCHS personnel elect not only one Community Board member on an exclusive basis, but also get some preferential weighting in the voting on the other two Community Board members. In addition, the new Charter has added the student body as participants in the election of two of the Community Board members. As proposed, PCHS personnel would elect one Community Board member on an exclusive

basis and the other two Community Board members would be elected by a simple majority of a single voting group consisting of PCHS personnel, the parents and the students.

CAVEAT: The new Charter uses the phrase "all PCHS personnel." It is not clear how this phrase should be interpreted. Is it just Certificated and Classified Staff? Are non-Certificated Staff also included? Are the administration personnel included? Because the non-Certificated Staff have one Board member and the administration personnel have one Board member, we have proposed that "all PCHS personnel" means all Certificated and Classified Staff. This is just a proposal.

3. The section on the Election Committee has been expanded to incorporate a larger set of duties as requested by the Election Committee. However, the By-Laws remain clear that the Election Committee reports to (and is accountable to) the Board itself.

4. The Election Committee has not be expressly authorized to adopt election procedures and it is not appropriate to include the specifics of those procedures in the By-Laws. We suggest that the Election Committee address technical issues like "ranking candidates," and "eligible voters" be incorporated into a new document entitled "Election Procedures" which can then be submitted to the Board for approval.

5. The ability of the Election Committee to hold a special election for the pupil-elected seats has been clarified in the Bylaws.

Prior discussions and/or action: The need to amend the By-Laws was discussed by the Charter Renewal Committee but final approval of any modifications rests with the Board after a period for stakeholder review and comment.

Alternatives: See Background above.

Relevance to PCHS' mission: An early vote is required as the Bylaws are Appendix 1 of the Charter.

Stakeholder input: The election rules directly affect all stakeholder groups and we encourage deferral of the adoption of the revised Bylaws until after they have been publicly posted on the PCHS website for at least 30 days with clear instructions to all stakeholders as to how they might provide input or comment.

Additional Information: The proposed new By-Laws are attached. Here is the text of Element 4 from the Charter:

2944 The voting members of the Board of Trustees will include:

2945

2946 Three certificated faculty members;

2947

2948 Three parents, with at least one representing traveling pupil communities (defined

2949 below);

2950

2951 Three members representing the community;

2952

2953 One member of the non-certificated staff; and

2954

2955 One administrator/manager.

2956

2957 The governance of the school will function as a representative democracy. The Trustees

2958 will have the responsibility to act in the best interest of the school as a whole. All

2959 members will be elected by stakeholders. The faculty stakeholder group will elect two

2960 faculty members. All PCHS personnel will elect one community member. PCHS

2961 personnel, the parent stakeholder group and the student body will elect the other two

2962 community members. The School's pupils will elect one faculty member. The parent

2963 stakeholder group will elect its own members. At least one parent member must be from

2964 the communities served by the traveling pupil programs outside the School's traditional

2965 catchment area. Elections will be held annually. Special elections will be held when

2966 necessary to fill vacant positions. The following Trustees will serve two-year terms:

2967 faculty Trustees elected by faculty; parent Trustees; community Trustees; the non-

2968 certificated/classified Trustee; and the administrator/manager Trustee. The following

2969 will serve one-year terms: the faculty Trustee elected by pupils and the pupil Trustee. To

2970 ensure institutional stability and staggered election cycles, term lengths may be adjusted,

2971 in accordance with Board bylaws. Terms will begin at the first Board of Trustees

2972 meeting held after regular elections.

Number of accompanying materials:

1. Proposed Revised Bylaws

**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~~ Trustees ("board of ~~director~~trustees" 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~~ trustees 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, 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~~trustee 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~~trustees 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~~trustees finds appropriate.

ARTICLE VII BOARD OF ~~DIRECTOR~~TRUSTEES

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 the Charter School's Charter or~~ bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of a board of directors which shall be referred to in the Charter School's Charter and these bylaws as "the board of ~~director~~trustees." 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~~trustees 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.

(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~~TRUSTEES. The designated ~~directors~~ trustees (also referred to herein as "board members" or "trustees") are described in the Membership section of Element 4 of the Charter School's Charter and will be composed as follows, from which the language below has been excerpted:

(a) The Board of ~~Directors~~ Trustees shall consist of eleven (11) voting members and one (1) non-voting member who shall be a current PCHS pupil. The majority of whom the 11 voting members shall be non-interested stakeholders (neither employed by nor otherwise compensated by PCHS) persons as provided below in Section 4. 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. One representative of the LAUSD will be permitted to serve as a non-voting ex officio member of the Board of Trustees. Board members should be drawn from the same geographic areas as the School's student body. The voting members of the Board of Trustees will consist of the following:

- Three certificated faculty members;
- Three parents, with at least one representing traveling pupil communities;
- Three members representing the community;
- One member of the non-Certificated Staff; and
- One member of administration (other than the Executive Director, the Principal and the Chief Business Officer).

(b) Board staff shall be the Executive Director, the Principal, the Chief Business Officer, and others as needed.

(c) Board members shall be drawn from the same geographic areas as the School's pupil body. Among the desired qualifications for board members should be expertise in the fields of finance, law and ethics, and/or education practice, as well as prior involvement at the school. To run for the position of board member, 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 trustees must also demonstrate a willingness to actively support and

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promote the Charter School, as well as a dedication to the Charter School's educational philosophy and goals.

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.

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With the exception of the Executive Director, a

(d) All Board members (voting and non-voting) will be elected by stakeholders of the Charter School as follows:

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(1) The faculty stakeholder group will elect two credentialed faculty voting members and the Charter School's pupils will elect one credentialed faculty voting member, one community member exclusively and the other two community members with the parent stakeholder group in accordance with the Board bylaws.

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(2) All PCHS personnel (consisting of Certificated and Classified Staff) voting as a single class will elect one voting community member. PCHS personnel, the parent stakeholder group and the student body voting together as a single class will elect the other two voting community members.

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(3) The School's pupils will elect one faculty-non-voting pupil member.

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(4) The parent stakeholder group will elect its own three voting parent members; provided, however, that and elect two community members with the faculty stakeholder group. At least one parent member must be from the communities served by the traveling pupil programs outside the School's traditional catchment area, traveling pupil community.

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(5) The Classified Staff will elect one voting Classified Staff Member; and

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(6) The members of the Charter School's administration (as such administration is determined by the Executive Director from time to time and excluding the Executive Director, the Principal and the Chief Business Officer) will elect one voting administration member.

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The Charter further specifies that

In order to foster a cooperative and collaborative relationship, facilitate communication, encourage a meaningful articulation of ideas, and promote mutual understanding between PCHS and non-charter schools within the

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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.

Section 4. RESTRICTION ON INTERESTED PERSONS AS BOARD MEMBERS/DIRECTORS. No more than 49 percent of the persons serving on the board of trustees/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~~board member as ~~director~~board member; 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; ELECTIONS.

(a) 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:

The following Trustees will serve two-year terms: faculty Trustees elected by faculty; parent Trustees; community Trustees; the non certificated/classified Trustee; and the administrator/manager Trustee. The following will serve one-year terms: the faculty Trustee elected by pupils and the pupil Trustee. 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.

(b) In order to provide continuity of leadership, ~~director~~board members' terms shall be staggered in such manner as the board deems appropriate.

(c) Elections shall be held at least annually and terms will begin at the first Board of Trustees meeting held after such elections. The Election Committee shall be authorized to conduct a separate annual election for the faculty Board Member elected by pupils and for the pupil Trustee so as to permit such elections to occur prior to the close academic year.

Section 6. ELECTION COMMITTEE. The board of ~~director~~trustees shall appoint

an Election Committee. The Election Committee shall be comprised of representatives of all stakeholders. The duties of the Election Committee shall include (a) organizing and running the annual elections for the board of trustees in a timely manner including the establishment of voting procedures to be submitted to and approved by the board; (b) creating guidelines for candidates; help source qualified candidates, when necessary, advertising for open positions; (c) informing candidates of the duties and responsibilities of the position; (d) obtaining necessary information from candidates; (e) confirming candidate eligibility according to the composition criteria set forth in Section 3 of this Article VII; (f) informing stakeholders of meetings, candidate forums and elections; (g) creating ballots; (h) supervising the election process; (i) assuring the security and integrity of ballots; (j) counting all ballots, tabulating results and reporting results to all stakeholders; and (k) conducting run-off elections, as needed, 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~~board member 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~~trustees shall occur in the event of (a) the death or resignation of any ~~director~~board member; (b) the removal of a ~~director~~board member with or without cause, by resolution of the board as noted below; (c) the declaration by resolution of the board of ~~directors~~trustees of a vacancy in the office of a ~~director~~board member 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~~board members; (e) the failure to solicit a candidate for a vacant ~~director~~board member position; and (f) termination of employment with the Charter School.

Any ~~director~~board member may be removed, with or without cause, by the vote of the majority of the entire board of ~~trustees~~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~~board member shall be filled as provided in Section 11.

Any ~~director~~board member who does not attend three successive board meetings will automatically be removed from the board without board resolution unless (a) the ~~director~~board member requests a leave of absence for a limited period of time, and the leave is approved by the ~~directors~~board of trustees 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~~board member 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~~board member who has missed three meetings may be reinstated.

Section 9. RESIGNATION OF DIRECTORS/BOARD MEMBERS. Except as

provided below, any ~~director-board member~~ 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-BOARD MEMBER MAY NOT RESIGN IF NO DIRECTOR-BOARD MEMBER REMAINS.~~ Except on notice to the California Attorney General, no ~~director-board member~~ may resign if the corporation would be left without a duly elected ~~director-board member~~ or ~~directorsmembers~~.

Section 11. VACANCIES FILLED BY ALTERNATES OR SPECIAL ELECTION. A vacancy on the board of ~~directors-trustees~~ shall be filled by the appropriate alternate as designated in the Charter School Charter and these bylaws. The alternate for any particular ~~director-board member~~ position shall be designated as the next highest vote earner in the election in which the vacating ~~director-board member~~ 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-board member~~ position is six (6) months or less, the vacancy may either be filled or left vacant by approval of the board of ~~directors-trustees~~ or, if the number of ~~directors-board members~~ then in office is less than a quorum, by (1) the unanimous consent of the ~~directors-board members~~ then in office, (2) the affirmative vote of a majority of the ~~directorboard members~~ 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 ~~directorboard member~~.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF ~~DIRECTORBOARD MEMBERS.~~ Any reduction of the authorized number of ~~directorboard members~~ shall not result in any ~~directorboard member~~ being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF ~~DIRECTORTRUSTEES MEETINGS.~~ Meetings shall be held at the principal office of the corporation. The board of ~~directorstrustees~~ may designate that a meeting be held at any place within California that has been designated by resolution of the board of ~~directors-trustees~~ or in the notice of the meeting. All meetings of the board of ~~directors-trustees~~ 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~~ trustees. 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.

(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 ~~director~~board members then in office (not to include vacant ~~director~~board member positions in the calculation) shall constitute a quorum. Any action taken by a majority of the ~~director~~board members 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 ~~director~~board members then in office present at any meeting, the meeting shall be adjourned. Voting ~~director~~board members may not vote by proxy. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some ~~director~~board members, 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 ~~director~~board members 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 or place shall be given, prior to the time schedule for the continuation of the meeting, to the ~~director~~board members 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. ~~Director~~Board members may receive such compensation, if any, for their services as ~~director~~board members or officers, and such reimbursement of expenses, as the board of ~~director~~trustees may establish

¹ This means that ~~directors~~board members 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.

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; and (6) the Election Committee. Authorized committees that shall exercise the authority of the board, shall consist of two or more ~~director~~board members. 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 ~~director~~trustees shall have all the authority to the extent provided in the board of ~~director~~trustees' 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 ~~director~~board members;

(b) Fill vacancies on the board of ~~director~~trustees or any committee of the board;

(c) Fix compensation of the ~~director~~board members for serving on the board of ~~director~~trustees or on any committee;

(d) Amend or repeal bylaws or adopt new bylaws;

(e) Amend or repeal any resolution of the board of ~~director~~trustees that by its express terms is not so amendable or subject to repeal;

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

(g) Expend corporate funds to support a nominee for ~~director~~board member if more people are running for a ~~director~~board member 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~~trustees 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~~ trustees shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other board of ~~directors~~ trustees 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~~ trustees 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~~ trustees may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board of ~~directors~~ trustees has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF ~~DIRECTORS~~BOARD MEMBERS. No ~~Director~~ board member 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~~ trustees 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.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the board of ~~directors~~ trustees 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~~ trustees 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~~trustees may remove any officer with or without cause. An officer who was not chosen by the board of ~~directors~~trustees may be removed by any other officer on whom the board of ~~directors~~trustees 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~~trustees shall preside at board of ~~directors~~trustees meetings and shall exercise and perform such other powers and duties as the board of ~~directors~~trustees 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~~trustees meetings and shall exercise and perform such other powers and duties as the board of ~~directors~~trustees 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~~trustees 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~~trustees or the bylaws may require.

Section 11. VICE-PRESIDENTS. The vice-president is also known as the Academic 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~~trustees 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~~trustees 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 ~~director~~trustees 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 ~~director~~trustees, 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 ~~director~~trustees 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~~board member 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 ~~director~~trustees may designate; (b) disburse the corporation's funds as the board of ~~director~~trustees 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 ~~director~~trustees 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.

ARTICLE IX CONTRACTS WITH ~~DIRECTOR~~TRUSTEES

The corporation shall not enter into a contract or transaction in which a ~~director~~trustee 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 ~~director~~trustees are directors have a material financial interest) unless all of the following apply:

(a) The ~~director~~trustee 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~~trustee 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~~trustee 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~~trustees by a vote sufficient for that purpose.

(d) Before authorizing or approving the transaction, the board of ~~directors~~trustees 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~~trustees 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-DIRECTORTRUSTEE DESIGNATED EMPLOYEES

The corporation shall not enter into a contract or transaction in which a non-~~director~~trustee 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 DIRECTORTRUSTEES AND OFFICERS

This corporation shall not lend any money or property to or guarantee the obligation of any ~~director~~trustee or officer without the approval of the California Attorney General; provided, 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~~trustee 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~~trustees, 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~~trustees by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the board of ~~directors~~trustees 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~~trustees 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~~trustees, employees, and other agents, to cover any liability asserted against or incurred by any officer, ~~director~~trustee, employee, or agent in such capacity or arising from the officer's, ~~director's~~trustee'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/BOARD MEMBERS' RIGHT TO INSPECT. Every ~~director-board member~~ shall have the right 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-board member'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 confidential employee records or pupil educational records, etc.) pertaining to access to books, records, and documents.

Section 2. REQUESTS FOR PUBLIC RECORDS. This corporation shall comply

with the requirements of the California Public Records Act. (See Government Code Section 6250 et seq.).

Section 3. 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 by any stakeholder at all reasonable times during office hours. If the corporation has no business office in California, the secretary shall, upon 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~~trustees shall cause an annual report to be sent to the board of ~~directors~~trustees 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~~trustee 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 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~~ trustee 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~~ trustees 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 fifteen (15) pages, are the bylaws of this corporation as amended by the board of ~~director~~ trustees on October 20, 2009; and that these bylaws have not been amended or modified since that date.

Executed on October 20, 2009 _____ at Pacific Palisades, California.

~~Darey Stampler~~ Susan Frank,
Secretary