

Board Report for September 21, 2010

Michael A. Smith, Interim Executive Director

1. Transportation:

- Still working with LAUSD
- Global Transportation Services
- Topanga Students

2. Maggie Gilbert Aquatic Center

- Construction Status
  - Iver Dreben
- Grand Opening Ceremony 10/10/10
- Conversations with outside groups

3. Fund raising Update;

- Northern Trust Open Tickets Fore Charity
- Global Village Concerns
- Booster Club Collaboration
- Donor Perfect
- People for Pali (P4P)
- Donation Thank You
  1. Booster Club - \$8,515.00
  2. Booster Club for painting/remodeling Attendance Office and a wall of my office.
  3. Private Donation



A CALIFORNIA DISTINGUISHED SCHOOL

**Palisades Charter High School**

“One of America’s Best High Schools” – Newsweek 2006

A California Nonprofit Public Benefit Corporation

15777 Bowdoin St., Pacific Palisades, CA 90272

[www.palihigh.org](http://www.palihigh.org) ph: 310.230.6623 fax: 310.454.6076

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
PALISADES CHARTER HIGH SCHOOL AND IVER DREBEN (IVER DREBEN)**

THIS INDEPENDENT AGREEMENT (hereinafter referred to as "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 IVER DREBEN (hereinafter referred to as "IVER DREBEN").

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 contract for the services of an individual with expertise in project management at PCHS and to perform the scope of services outlined in the attached document which is incorporated into this Agreement as Attachment A; and

WHEREAS, PCHS desires to contract with IVER DREBEN to provide project management services for Maggie Gilbert Aquatic Center by way of this Agreement and IVER DREBEN is qualified to perform such duties; and

WHEREAS, IVER DREBEN and PCHS desire to formalize this contractual arrangement by way of this Agreement;

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

AGREEMENT

- 1. **INDEPENDENT CONTRACTOR:** Subject to the terms and conditions of this Agreement, PCHS hereby engages IVER DREBEN as an independent contractor to

perform the services outlined in Attachment A, and IVER DREBEN hereby accepts such engagement. IVER DREBEN enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall IVER DREBEN look to PCHS as her employer, or as a partner, agent, or principal. IVER DREBEN shall not be entitled to any benefits afforded to PCHS's employees including workers' compensation, disability insurance, vacation or sick pay. IVER DREBEN shall be responsible for providing, at IVER DREBEN's expense, and in IVER DREBEN's, liability insurance as well as licenses and permits usual or necessary for performing the services necessary under this Agreement.

2. **TERM:** Subject to the potential of charter revocation and Section 6 herein, PCHS hereby contracts with IVER DREBEN to provide project management services for the Maggie Gilbert Aquatic Center to PCHS commencing August 27, 2010. Duties of this contract will be fulfilled by IVER DREBEN.
3. **COMPENSATION:** In exchange for the provision of the Services, PCHS shall pay IVER DREBEN \$50/HOUR on a monthly basis. IVER DREBEN shall submit an invoice on a monthly basis.
4. **SCOPE OF SERVICES:** IVER DREBEN shall perform the scope of work specified in the attached description of duties and performance objectives (Attachment A). This scope may be altered as needed in consultation with the Executive Director and/or the Board of Directors.
5. **EVALUATION OF SERVICES:** The Executive Director is responsible for the management and administration of this contract and shall evaluate the services provided by IVER DREBEN. This evaluation of services shall be based on the performance objectives and duties contracted for and defined in this Agreement and must be completed prior to renewal of this contract or entry into a subsequent contract, if applicable, with IVER DREBEN.
6. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by mutual written agreement of the parties, or if either party provides thirty (30) days advance written notice to the other party of termination. In the event of termination, PCHS shall pay IVER DREBEN all amounts owed to IVER DREBEN for work completed by IVER DREBEN. In addition, IVER DREBEN shall provide PCHS with a full status report regarding all ongoing projects under its supervision.
7. **NONRENEWAL OF AGREEMENT BY THE PCHS BOARD:** The Executive Director and/or Board may elect not to renew this Agreement without cause at its sole discretion by providing IVER DREBEN with written notice of non-renewal prior to the end of the school year.
8. **CONFIDENTIALITY:** IVER DREBEN acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by PCHS and/or used by PCHS in connection with the operation of its business including, without limitation, PCHS's business and product processes, methods, customer lists, accounts and procedures. IVER DREBEN agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term

of this Agreement or at any time thereafter, except as required in the course of this engagement with PCHS. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of PCHS, whether prepared by IVER DREBEN or otherwise coming into IVER DREBEN's possession, shall remain the exclusive property of PCHS. IVER DREBEN shall not retain any copies of the foregoing without PCHS's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by PCHS, IVER DREBEN shall immediately deliver to PCHS all such files, records, documents, specifications, information, and other items in her possession or under her control. IVER DREBEN further agrees that it shall at all times preserve the confidential nature of its relationship to PCHS and of the services hereunder.

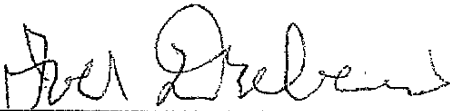
To the extent that IVER DREBEN has access to pupil records during the course of its work at PCHS, IVER DREBEN agrees to maintain the confidentiality of all pupil records in accordance with state and federal law and PCHS policies.

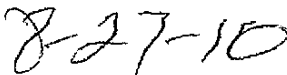
9. **BACKGROUND CHECK:** If IVER DREBEN is to have regular or intermittent contact with children of PCHS, this Agreement shall be conditional upon the completion of a background check, including, but not limited to, fingerprinting and criminal background investigation, as well as TB Test, pursuant to PCHS policies.
10. **WORKERS' COMPENSATION:** PCHS shall not obtain workers' compensation insurance on behalf of IVER DREBEN.
11. **LOCAL, STATE AND FEDERAL TAXES:** IVER DREBEN is responsible for all Federal, State, Social Security, Medicare, payroll and any other taxes or insurance requirements dictated by all governmental authorities to which Contractor is obligated and/or payable with respect to payments made by PCHS to Contractor under this Agreement, including, but not limited to, General Liability, Workers' Compensation and Short-Term Disability insurance.  
  
Contractor is required to submit to PCHS a completed IRS Form W-9. All payments made to Contractor will be reported to the IRS.
12. **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.
13. **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.
14. **ASSIGNMENT:** IVER DREBEN shall not assign any of its rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of PCHS.

15. **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.
16. **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.
17. **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 or Arbitrator may be entered as a judgment of the Superior Court.
18. **NOTICE:** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:  
  
If to IVER DREBEN:  
5319 Canoga Avenue  
Woodland Hills, CA 91364  
  
If to PCHS:  
15777 Bowdoin St.  
Pacific Palisades, CA 90272  
  
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
19. **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.
20. **SEVERABILITY:** If any term, provision, condition or covenant of the 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.
21. **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.

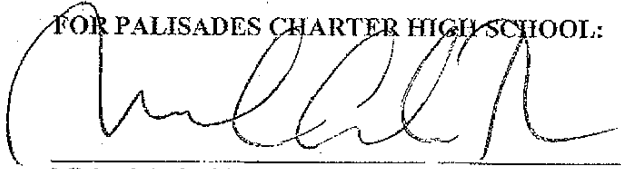
22. **SIGNATURES:** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

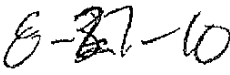
**AGREED TO AND ACCEPTED:**

  
\_\_\_\_\_  
IVER DREBEN

  
\_\_\_\_\_  
Date

**FOR PALISADES CHARTER HIGH SCHOOL:**

  
\_\_\_\_\_  
Michael A. Smith; Executive Director,  
Palisades Charter High School

  
\_\_\_\_\_  
Date

I.V.A.

5319 Canoga Avenue  
Woodland Hills, CA 91364  
Phone/Fax: (818) 888-4888  
Cell: (818) 282-2226

*Iver Dreben*

Email: [dsainspector@yahoo.com](mailto:dsainspector@yahoo.com)

9-10-2010

RE: Scope of Duties, Palisades Charter HS, MGAC.

Act as the Owners Authorized Representative (OAR) working in the best interest of Palisades HS within the restrictions of the design documents and code requirements.

Review all contract documents and submittals.

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Attend all Project Meetings with Contractor and Architects.

Review Change Orders and Inspector Billing.

Coordinate work and Pre-Construction meetings, if needed between LAUSD, outside vendors, and with the General Contractor.

Keep project on track for Certification of Fire Alarm system, completion of contractors punch list, DSA 6 verified report from IOR, review completion of punch list items if Brian Barry is not available.

Hours of work will be Monday through Friday from 9:00 am to 1:00 pm or flexed as to not exceed 4 hours a day. No work over 4 hours a day will be paid unless prior approval from PCHS. No weekend work will be accomplished without prior approval from PCHS.

Including, but not limited to, any other projects or duties that the client deems necessary for completion of this project.

**PRINCIPAL'S REPORT- MARCIA HASKIN**  
**TUESDAY, SEPTEMBER 21, 2010**

School opened Monday, September 13 with the registration of 200 students who had not processed during the summer registration days. Thanks to Ann Davenport, the counselors, the administrative team, the security staff, all office personnel and every teacher for an outstanding first week of school for the 2010-11 school year.

The transportation situation continues to be a difficult issue for everyone involved. At present, we are analyzing and examining our options for our traveling students.

I solicited the assistance of faculty to operate a "Study Hall" program during Period 7 to accommodate the traveling students, who numbered approximately 900.

The response was overwhelming, leaving us with a "wait-list" of teachers to serve as Study Hall teachers at the rate of \$34.09 per hour, five days a week.

We are still working out the parameters of this program in terms of offering credit and Pass/Fail grades as leverage for the teachers and incentives for the students.

I am also considering offering an "elective wheel" program which would rotate every 8 weeks. Class offerings would include a variety of activities for all interests.

**PLC's**

The first meeting of the PLC leaders was held on Thursday, September 16 under the leadership of John Rauscher, the new PLC Coordinator.

The purpose of this meeting was to launch the focus for this year's instructional intensity: analysis of data to inform instruction. The goal is for the PLC leaders to then train their PLC groups which will meet on Tuesdays and Thursdays.

Analysis will begin with the CST Cluster data and how to access this data from the school's Data Director program.

**2009-10 CST/API Results**

PCHS received an API of 819, down from the previous year's score of 821.

The "achievement gap" widened a bit between our African-American and Caucasian and Asian students.

The Special Needs students dropped precipitously as did Algebra and geometry scores.

The 10<sup>th</sup> graders showed a drop from their 9<sup>th</sup> grade English scores.

Our work this year will be to raise the ELA and Math scores by five percentage points.

Intense work will ensue with the Special Education Department as well.



**Professional Development**

**The first Tuesday Professional Development was scheduled for Tuesday, September 21. The focus was on data analysis in the PLC's.**

**My expectation this year is for all teachers to utilize Teacher Web. To this end, we are providing small group and one-on-one in servicing to ensure 100 per cent participation by all staff.**

**PALISADES CHARTER HIGH SCHOOL  
CBO REPORT  
SEPTEMBER 21, 2010 BOARD MEETING**

**2009-2010 Update**

**The Unaudited Actuals for the 2009-2010 School Year were due to the CDE by September 15, 2010 and included (see attachment).**

**2010-2011 Update**

**The 2010-2011 School Year for Palisades Charter High School, while being approved by the Budget & Finance Committee in May and our Board of Directors in June 2010, is still faced with major uncertainty as we start the school year.**

**Here are the 2010-2011 Budget Updates:**

- **ADA- Budgeted to be 50 ADA higher than 2009-2010 primarily coming from a combination of either: Temescal Academy, Distance Learning ADA and/or increased ADA % from last year. Until we start the School Year, we can not confirm what our ADA will be (First Day enrollment was 2,875). We currently expect to meet higher ADA goals for 2010-2011.**
- **2010-2011 Funding Levels per ADA- Have still not been established. As of September 15, 2010, the State legislature has still NOT approved a budget for the year. We are operating upon the advice of educational groups and districts that continue to recommend funding at the Governor's May 2010 Budget amounts. This could still change.**

I.V.C

**PALISADES CHARTER HIGH SCHOOL  
CBO REPORT  
SEPTEMBER 21, 2010 BOARD MEETING**

- **Federal Jobs Education Funding-** Preliminary funding was announced last week. This will potentially amount to \$610,000 for PCHS that was not previously budgeted to be received. However, it has been rumored in Sacramento that the State legislature may reduce their funding to Schools to offset this additional funding. Stay tuned.
- **Transportation-** With the start of the 2010-2011 School Year, we still are trying to identify the number of students and potential additional costs that the new transportation system will have PCHS incur. While some of these items are known, we will not be able to fully evaluate until after the School Year starts.

**Pool Updates**

- **Pool Accounting Update** (see attached)
- **The two loans with Bank of the West on the Track/Field & Pool Loan** allowed for a floating interest rate that could be fixed at any time during the initiation of the loan and the completion of the loan drawdown period (currently October 31,2010). The loan commitment provided for a rate of 6.15%. After reviewing the economic conditions with our banker. The Executive Director and myself agreed to lock in a fixed rate of 5.69% on the entire Track/Field Loan \$345,273 and \$900,000 of the Pool loan. This rate reduction will result in an interest savings of approximately \$5,900 per year.

**The Administrative Team and Budget and Finance Committee, which met last week, are prepared to identify 2010-2011 Budget Issues as they are known and identify and communicate ways of meeting PCHS' financial needs for the School Year.**

**PALISADES CHARTER HIGH SCHOOL  
POOL FUND DONATIONS ACCOUNTING  
As Of August 28, 2010**

*I.V.C.*  
*1/2*

<u>Revenue</u>	<u>Amount Received</u>
	<u>Donations</u>
2006	Mar-Dec    \$    457,158.33
2007	Year To Date    \$    292,310.30
2008	Year To Date    \$ 1,893,673.13
2009	Year To Date    \$    278,146.33
2010	January        \$    86,616.34
	February       \$     3,850.00
	March          \$    11,230.50
	April          \$     1,264.00
	May            \$     6,617.50
	June            \$     9,410.00
	Year To Date    \$ 118,988.34
	July            \$     5,306.25
	August         \$     2,381.00
	<u>Cumulative Donations</u> \$ 3,047,963.68

	<u>Interest</u>
2006	3/1-12/31    \$    8,783.88
2007	1/1-12/31    \$    19,992.43
2008	Year To Date    44,185.34
2009	Year To Date    27,019.58
2010	January        \$     165.03
	February        75.25
	March          222.33
	April          212.32
	May            141.49
	June            60.74
2010	Year To Date    877.16

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

**PALISADES CHARTER HIGH SCHOOL  
POOL FUND DONATIONS ACCOUNTING  
As Of August 28, 2010**

*I.V.C.*  
*2/2*

	July	21.11
	August	-
Cumulative Interest	\$	<u>100,879.50</u>
Total Revenue to Date	\$	3,148,843.18
Loans Received: Gilbert	\$	750,000.00
:BOTW	\$	444,060.85
Loans Available: BOTW	\$	<u>555,939.15</u>
	\$	4,898,843.18
Add: Pledges Outstanding	\$	100,000.00
<b>Total Sources of Pool Funds</b>	<b>\$</b>	<b><u>4,998,843.18</u></b>

**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	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
	May		267,596.64
	June-		<u>203,230.64</u>
	Year To Date		<u>1,223,085.94</u>
	July		179,911.67
	August		305,387.10
Cumulative Expenses to Date		\$	<u>4,302,526.01</u>

Net Pool Balance-August 28,2010 \$ 40,378.02

**Investments at August 28,2010**

Wells Fargo Operating Account	\$	7,328.24	No Interest
Wells Fargo Money Market Account		406.57	Tiered Money Market- Variable
Cal National Money Market Account		32,643.21	Tiered Money Market- Variable
	\$	<u>40,378.02</u>	

<b>September Updates:</b>	
Deposits In Transit	\$21,393.42
Outstanding: Loan Draws	\$ (204,881.25)

**PALISADES CHARTER HIGH SCHOOL  
2009-2010 Unaudited Actuals  
2010-2011 Budget Update**

I.V.C  
1/6

**PALISADES CHARTER HIGH SCHOOL**

Other Local Revenues

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/26/10	2010-2011 Approved Budget
Food Service Sales	182,849	173,684	210,276
Leases & Rentals	220,000	225,427	789,084
Interest	78,211	70,627	46,927
C-S Funding In Lieu of PropTax	3,555,419	3,807,630	3,680,401
Fundraising	393,257	501,402	300,000
Loan Proceeds		750,000	
	4,429,736	5,528,770	5,026,687
			Incls Pool/increased permit revenues
			(\$367,161-Pool/Track)Transportation/parent/alumni fundraising
			From Rose Gilbert-Pool Related

**Total Revenue**

	21,929,589	22,743,132	22,460,032
		(750,000)	
	21,929,589	21,993,132	22,460,032

**less: Loan Proceeds  
ADJUSTED REVENUE AFTER ADA INCREASE**

Expenditures by Sub-object

Certificated Salaries

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/26/10	2010-2011 Approved Budget
Teachers	9,213,868	9,282,609	8,900,066
School Admin	580,876	550,229	614,260
Librarians	98,707	102,045	96,878
Guidance/Welfare	579,304	540,885	566,484
Physical/Mental	152,572	147,913	152,955
	10,625,326	10,623,681	10,330,623
			Incls 4 furlough days, reduced stipends, aux savings
			Adding Retired Director to P/R in 2010/2011-6 Furloughs=\$14.1k
			Incls 4 furlough days
			Incls 4 furlough days
			2009/10 Late Hire, 4 furlough days
			Total Salaries estimated within \$1,600 of projection

Certificated Salaries

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/26/10	2010-2011 Approved Budget
Inst'l Aides	555,997	587,384	580,239
Admn. Sal	395,900	396,661	393,279
Clerical/Office	1,107,131	1,126,817	1,089,968
Maint./Oper	47,872	36,601	24,000
Food Services	224,302	250,744	197,542
Other Classified	478,000	537,112	578,750
	2,810,203	2,935,318	2,863,779
			Net 2 New SpEd needed for enrolled IEP's (Not hired as of 9/2010)
			Includes \$146,000 in New Pool Salaries
			All 2009/10 Salaries being analyzed-Other Classified Some additional 2010-2011 summer savings will be realized

Classified Salaries

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/26/10	2010-2011 Approved Budget
STRS - Certificated	873,898	850,480	818,185
PERS - Certificated	216,252	223,658	256,297
OASDI Regular - Certificated	9,536	3,709	5,000
OASDI Regular - Certificated	173,569	178,950	177,554
OASDI Medicare - Certificated	147,886	150,634	144,629
OASDI Medicare - Certificated	39,162	44,329	40,093
Health & Welfare Benefits - Certificated	1,331,000	1,269,829	1,397,000
Health & Welfare Benefits - Certificated	559,000	570,574	595,000
Unemployment Insurance - Certificated	8,848	5,650	8,848
Workers' Compensation - Certificated	131,083	118,134	134,360
Workers' Compensation - Certificated	32,177	43,389	32,982
Other Employment Benefits - Certificated	483,000	483,000	483,000
Other Employment Benefits - Certificated	208,000	208,000	208,000
	4,218,332	4,173,138	4,305,860
			PERS Increase to 10.17% of Elig. Salary
			Added Costs for Medical Premiums \$102,000 (9 months)
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Employee Benefits

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/26/10	2010-2011 Approved Budget
STRS - Certificated	873,898	850,480	818,185
PERS - Certificated	216,252	223,658	256,297
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Other Employment Benefits - Certificated	208,000	208,000	208,000
	4,218,332	4,173,138	4,305,860
			PERS Increase to 10.17% of Elig. Salary
			Added Costs for Medical Premiums \$102,000 (9 months)
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Employee Benefits

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**PALISADES CHARTER HIGH SCHOOL  
2009-2010 Unaudited Actuals  
2010-2011 Budget Update**

I.V.C  
2/6

**PALISADES CHARTER HIGH SCHOOL**

	2009-2010 Updated Budget @ 6/02/2010	2009-2010 Unaudited Actuals @ 8/25/10	2010-2011 Approved Budget
<b>Books &amp; Supplies</b>			
Textbooks	92,333	103,179	52,884
Instructional Materials	213,386	213,458	250,231
Other Supplies	100,762	100,272	94,162
Pupil Transportation	207,910	260,002	767,000
Food Service Supplies	240,911	249,681	246,626
	<b>854,702</b>	<b>926,592</b>	<b>1,410,903</b>
			Being Reviewed with Admin for 2009/10 increases to reduce in 2010/2011
<b>Services, Other Operating Exp</b>			
Personnel Services-Mileage	1,000	655	1,500
Travel/Conference	26,157	28,004	35,289
Due/Memberships	47,000	44,438	67,266
Insurance	161,677	135,377	171,677
Operation and Housekeeping	315,604	337,281	370,013
Rentals/Leases/Repairs&Noncapitalized Improvements	190,000	205,962	116,788
Consulting Services-LAUSD	1,517,172	1,467,551	1,547,534
	431,444	464,737	451,444
Professional Consulting Services& Operating Exp	98,473	114,687	141,000
Communications			
	<b>2,788,728</b>	<b>2,819,693</b>	<b>2,902,513</b>
			5810/5850 tab Communications Tab, Inclds 39k pool supplies
<b>Capital Outlay</b>			
Sites & Improvement	2,244,913	3,154,339	
Bids & Improvement	125,351	80,686	29,625
Equipment-Technology	90,314	96,666	128,898
Equipment Replacement	20,000	1,937	8,000
	<b>2,480,478</b>	<b>3,333,647</b>	<b>166,523</b>
			Pool Related Expenditures to be Capitalized
<b>Other Outgo</b>			
Debt Service: RESTRICTED FUNDS-/Pool			
Interest	29,731	55,735	90,200
Principal	429,428	88,017	319,800
Direct Support/Indirect Costs/All Other Financing Uses			
Indirect Cost ( total charter school supervisory oversight fee	423,582	179,268	428,077
	<b>24,659,910</b>	<b>26,135,089</b>	<b>22,818,277</b>
			Note: LAUSD Did not Charge full 2.5% in 2009/10-Pending for 10/11
<b>Net General Fund Addition/(Reduction)</b>	<b>(2,730,321)</b>	<b>(2,391,956)</b>	<b>(358,245)</b>
<b>Less: Pool Construction Revenue/Expense</b>	<b>2,004,613</b>	<b>2,037,178</b>	
<b>Debt Service</b>	<b>459,159</b>	<b>143,752</b>	
<b>Net Permit Fund Contribution</b>			<b>(24,353)</b>
<b>Net General Fund Deficit</b>	<b>(266,549)</b>	<b>(211,026)</b>	<b>(333,892)</b>

4

I.V.C 3/6

**UNAUDITED ACTUALS  
FY 2010**

**K39=**

**BALANCE SHEET - MODIFIED ACCRUAL (GOVERNMENTAL FUNDS)**

	<b>UNAUDITED ACTUALS 06/30/10</b>
<b>ASSETS</b>	
Cash	
a) In County Treasury	4,124,768
b) In Banks	579,420
c) In Revolving Fund	0
d) with Fiscal Agent	0
e) collection awaiting deposit	0
Investments	291,409
Accounts Receivable (Includes Pledges)	3,574,299
Due from Other Funds	39,282
Stores	0
Prepaid Expenditures	61,783
Other Current Assets	0
<b>TOTAL ASSETS</b>	<b>8,670,961</b>
<b>LIABILITIES</b>	
Accounts Payable	2,279,357
Due to Other Funds	1,105,057
Current Loans	490,199
Deferred Revenue	5,221
Other Current Liabilities	0
<b>TOTAL LIABILITIES</b>	<b>3,879,834</b>
<b>FUND EQUITY</b>	<b>4,791,127</b>
<b>DIFF BET. FUND ENDING BAL &amp; FUND EQTY (Should be ZERO)</b>	<b>0</b>



2009-2010 PCHS UNAUDITED ACTUALS

BY RESOURCE:

Unrestricted	Lottery	Title I	CY Stimulus
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	UNAUDITED ACTUALS 6/30/2010	REGULAR PROGRAMS	SPECIALY FUNDED PROGRAMS	0000 F allowable exp not to exceed the total of Beg. Bal & 1100 F allowable exp not to exceed the total of Beg. Bal & 3010 D fund balance not allowed 3011 D fund balance not allowed	0	0
<b>STATEMENT OF REVENUES, EXPENDITURES AND CHANGES - MODIFIED ACCRUAL (GOVERNMENTAL FUNDS)</b>						
<b>REVENUES (Summary - See details below)</b>						
1) Revenue Limit Sources	12,008,384	12,008,384	0	12,008,384	0	0
2) Federal Revenues	1,407,099	592,299	814,800	0	0	52,617
3) Other State Revenues	3,798,880	3,798,880	0	296,402	0	0
4) Other Local Revenues	5,528,770	5,528,770	0	0	0	0
5) TOTAL REVENUES	22,743,133	21,928,332	814,800	296,402	219,087	52,617
<b>EXPENDITURES (Summary - See details below)</b>						
1) Certificated Salaries	10,623,681	10,349,670	274,012	0	92,803	22,178
2) Classified Salaries	2,935,318	2,751,555	183,763	0	89,312	21,553
3) Employee Benefits	4,173,138	4,049,660	123,278	0	26,579	6,390
4) Books & Supplies	926,592	900,043	26,548	262,367	4,345	1,044
5) Svcs, Other Op Exp	2,819,683	2,615,776	203,916	1,905,002	6,048	1,452
6) Capital Outlay	3,333,647	3,333,647	0	31,402	0	0
7) Other Outgo	0	0	0	0	0	0
8) Dir. Supp./indir. Costs	179,268	179,268	0	179,268	0	0
9) TOTAL EXPENDITURES	24,991,337	24,179,820	811,517	2,078,027	219,087	52,617
<b>EXCESS (DEF) OF REV OVER EXP BEF OTHER FIN. SRCS &amp; USES</b>						
	(2,248,204)	(2,251,487)	3,283	(1,348,437)	0	0
<b>OTHER FINANCING SOURCES/USES</b>						
1) Intertfund Transfers	0	0	0	0	0	0
a) Transfers In	0	0	0	0	0	0
b) Transfers Out	0	0	0	0	0	0
2) Other Sources/Uses	0	0	0	0	0	0
a) Sources	143,752	143,752	0	143,752	0	0
b) Uses	0	0	0	0	0	0
3) Contrib to Restricted Programs	0	0	0	0	0	0
4) TOTAL OTHER FIN. SRCS/USES	(143,752)	(143,752)	0	(143,752)	0	0
<b>NET INCREASE (DECR) IN FD BAL</b>	<b>(2,391,956)</b>	<b>(2,395,239)</b>	<b>3,283</b>	<b>(1,492,189)</b>	<b>0</b>	<b>0</b>

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I.V.C. 5/6

2009-2010 PCHS UNAUDITED ACTUALS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES  
- MODIFIED ACCRUAL (GOVERNMENTAL FUNDS)

	P/Y Stimulus	Fed Spec Ed	Title IV-Safe Drug Free	Title II-Teacher Quality	Food Nutrition	Restricted Lottery	State Sp ED
	0	0	3,283	0	(169,738)	0	(18,420)
3200 D allowable exp not to exceed the total of Beg. Bal &							
3310 D fund balance not allowed							
3710 D fund balance not allowed							
4035 D fund balance not allowed							
5310 F allowable exp not to exceed the total of							
6300 F allowable exp not to exceed the total of Beg. Bal &							
6500 F allowable exp not to exceed the total of Beg. Bal &							
	0	0	0	0	0	0	0
1) Revenue Limit Sources	212,884	510,007	9,310	23,779	379,415	0	0
2) Federal Revenues	0	0	0	0	35,551	50,088	0
3) Other State Revenues	0	0	0	0	173,684	0	1,546,235
4) Other Local Revenues	0	0	0	0	0	0	0
5) TOTAL REVENUES	212,884	510,007	9,310	23,779	588,650	50,088	1,546,235
1) Certificated Salaries	467,113	159,031	0	0	0	0	492,784
2) Classified Salaries	165,050	72,899	0	0	250,774	0	219,831
3) Employee Benefits	220,906	90,308	0	0	128,578	0	275,880
4) Books & Supplies	18,030	15,132	6,028	0	249,681	50,088	52,170
5) Svcs, Other Op Exp	56,678	172,637	0	23,779	129,355	0	523,991
6) Capital Outlay	0	0	0	0	0	0	0
7) Other Outgo	0	0	0	0	0	0	0
8) Dir.Supp/indir. Costs	0	0	0	0	0	0	0
9) TOTAL EXPENDITURES	927,777	510,007	6,028	23,779	758,368	50,088	1,564,655
EXCESS (DEF) OF REV OVER EXP							
BEF OTHER FIN. SRCS & USES	(714,893)	0	3,283	0	(169,738)	0	(18,420)
OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In							
b) Transfers Out							
2) Other Sources/Uses							
a) Sources	0	0	0	0	0	0	0
b) Uses	0	0	0	0	0	0	0
3) Contrib to Restricted Programs	0	0	0	0	0	0	0
4) TOTAL OTHER FIN.SRCS/USES	0	0	0	0	0	0	0
NET INCREASE (DECR) IN FD BAL	(714,893)	0	3,283	0	(169,738)	0	(18,420)

REVENUES (Summary--See details below)

- 1) Revenue Limit Sources
- 2) Federal Revenues
- 3) Other State Revenues
- 4) Other Local Revenues

EXPENDITURES (Summary--See details below)

- 1) Certificated Salaries
- 2) Classified Salaries
- 3) Employee Benefits
- 4) Books & Supplies
- 5) Svcs, Other Op Exp
- 6) Capital Outlay
- 7) Other Outgo
- 8) Dir.Supp/indir. Costs

I.V.C. 6/6

2009-2010 PCHS UNAUDITED ACTUALS

Miscellaneous

0

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES  
- MODIFIED ACCRUAL (GOVERNMENTAL FUNDS)

REVENUES (Summary - See details below)

1) Revenue Limit Sources	0	7810
2) Federal Revenues	0	F/D
3) Other State Revenues	4,483	allowable exp not to exceed the total of Beg. Bal &
4) Other Local Revenues	0	
5) TOTAL REVENUES	4,483	

EXPENDITURES (Summary - See details below)

1) Certificated Salaries	1,000
2) Classified Salaries	0
3) Employee Benefits	26
4) Books & Supplies	2,707
5) Svcs, Other Op Exp	750
6) Capital Outlay	0
7) Other Outgo	0
8) Dir-Supp/Indir. Costs	0
9) TOTAL EXPENDITURES	4,483

EXCESS (DEF) OF REV OVER EXP  
BEF OTHER FIN. SRCS & USES

0

OTHER FINANCING SOURCES/USES

1) Interfund Transfers	
a) Transfers In	
b) Transfers Out	
2) Other Sources/Uses	
a) Sources	0
b) Uses	0
3) Contrib to Restricted Programs	0
4) TOTAL OTHER FIN. SRCS/USES	0
NET INCREASE (DECR) IN FD BAL	0



A CALIFORNIA DISTINGUISHED SCHOOL

## Human Resources Report September 21, 2010

- Health Benefits
  - Open Enrollment complete (10/1/2010 effective date)
  - Open Enrollment for Flexible Spending Accounts (Health and Dependent Care) November

- Recruitment Update –

### New Hires

- Temescal Teacher – Richard Maxwell
- Math Teacher – Dana Liss
- Math Teacher – Alana Hoey
- Drama Teacher – Amanda Porter
- PE Teacher – Tony Di Poalo
- Counselor – Elva Monreal
- Special Ed Asst – Tony Ryan
- Special Ed Asst – Brandon Worthy
- Special Ed Asst - Patricia Cervantes

### Pending Positions

- Science Teacher
- Math Teacher
- Special Ed Asst
- LVN/Asst
- Lifeguards
- Operations/Transportation Assistant

August 21, 2010

## **2010-2011 PCHS Board Calendar**

### September 21, 2010

- Marcia Haskin will give the Board the UCLA SMP calendar in regard to their work with PCHS.
- Retiree Benefit Trust- actuarial report representative discusses conclusions and puts forth recommendations as to appropriate funding levels.
- Governance Policy report and time line.
- Items tabled at the last Board meeting regarding limiting the authority of the CBO in certain financial transactions, and aligning pool loan documents with approved Board action.
- Ann Davenport Distance Learning Consulting Contract- tabled at the last Board meeting.
- Vice Chair seat vacancy.

### October 5, 2010

- Special Board meeting- UCLA SMP

### October 19, 2010

### November 9, 2010

- Special Board meeting- new board training

### November 16, 2010

### December 7, 2010

- Special Board Meeting

### December 14, 2010

### January 18, 2011

- Post job ad
- Auditor presents PCHS audit

### February 15, 2011

### March 15, 2011

- Administrative contracts

### April 12, 2011

### May 17, 2011

- Board self-review

### June 7, 2011

- Special Board meeting- budget

### June 21, 2011

### July 19, 2011

**Proposed Calendar of SMP Work with PCHS – School Year 2010-11**

<b>ACTIVITIES &amp; MILESTONES</b> (✓:As early as . . . X: Still within timeline)	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
<ul style="list-style-type: none"> <li>☐ Meet with Governing Board to establish scope and define tasks of the selection process, including:                             <ol style="list-style-type: none"> <li>1. Further development of leadership structure from proposals of May 11, 2010</li> <li>2. Development and approval of job descriptions pursuant to the structure of leadership roles</li> <li>3. Definition of leadership selection criteria</li> <li>4. Development and implementation selection committee process that considers the input of all stakeholder groups</li> </ol> </li> <li>☐ Meet with Governing Board to establish process to revisit school vision:                             <ol style="list-style-type: none"> <li>1. Explore common understanding of PCHS Mission and Vision, as found in the school's Charter</li> <li>2. Agree on stakeholder wide process for clarifying or redefining the Palisades Charter High School vision</li> </ol> </li> <li>☐ Facilitate stakeholder-wide sessions to revisit Palisades Charter High School vision                             <ul style="list-style-type: none"> <li>• Work with principal, human resources director and selection committee members to:                                     <ol style="list-style-type: none"> <li>1. Implement nomination and selection process for selection committee members as defined by board</li> <li>2. Train selection committee to assure common understanding of roles and capacity to carry out responsibilities within the selection process, including:   <ul style="list-style-type: none"> <li>• Development of position brochure for position to be "flown"</li> <li>• Paper screening of potential candidates</li> <li>• Expanded application/interview/demonstration activities</li> <li>• Consensus process for arriving at candidates to be presented to the board</li> </ul> </li> </ol> </li> </ul> </li> </ul>	✓ 10/5 ✓ ✓	✓ x ✓ ✓	x 12/8 x						
<ul style="list-style-type: none"> <li>☐ Posting of Job Ad                             <ul style="list-style-type: none"> <li>• Work with stakeholder groups to understand the board-defined leadership structure and stakeholder role and voice within the process</li> </ul> </li> </ul>					✓	x			
<b>Support while Screening Committee Engages in the Selection Process</b>					✓	x			
<b>Leaders named by the Board by June 30, 2011</b>							✓	✓	✓
									6/30

VI, B.

## HIRING POLICY

### POSTING:

- All open positions (certificated, classified and coaching) will be posted on the job opportunities section of the Pali High website for a minimum of one week.
- 
- Where applicable they will also be advertised on EdJoin or other sites specific to the position (lifeguardjobs.com; craigslist, etc).

### RESUMES

- Resumes will be reviewed by the department chair and administrator over the position
- In cases where there is a large volume of resumes, criteria will be given to the HR department by the department chair/and or Administrator to screen

### INTERVIEW COMMITTEES

- Will include representatives from all stakeholder groups (teacher, classified, parent, student, administrator) as directed by the Charter
- Other members may also be included who have specific job knowledge (additional teachers from the department, etc)
- Through the work with UCLA SMP additional selection criteria may be established

### INTERVIEWS

- First round interviews will take place with the committee
  - Questions will be prepared ahead of time with the HR Director and Department Chair/and or Administrator
  - All candidates will be asked the same scripted questions
- Second round interviews will include a practical (teach a lesson, etc) ideally with a class if school is in session. If not the committee will serve as the class and some students will be invited to participate if they are available. For non-teaching positions other types of second round interview activities occur
- Candidates will be ranked and discussed by the interview committee to create a short list
- References will be checked and vetted by the HR Director prior to making an offer

### OFFERS OF EMPLOYMENT

- All offers are pending a live scan and TB clearance
- Perspective employees are rated in according to the salary schedule applicable to their position
- Contracts are signed by the Executive Director

### COACHES AND COORDINATORS

- Non-elected coordinators are decided by the Principal with input from the Administrative team
- Coaches may include non-employees so the positions are posted on our website and candidates are interviewed by an interview committee as described above

VI, C

2010-2011	2010-2011	2010-2011	2010-2011	2010-2011
Mr. Michael A. Smith	Ms. Marcia Haskin	Mr. Richard Thomas	Ms. Maisha-Cole Perri	Mrs. Ann Davenport
Interim Executive Director	Interim Principal	Director of Instruction	Operations Manager	Director of Academic Planning and Counseling Services
Establish and oversee the implementation of school wide vision and short-term and long-term goals	Supervise all department chairs and manage senior staff, including Director of Instruction, Director of Special Education, Director of Student Activities, Athletics and Discipline, Director of Academic Planning and Counseling Services and Director of Admissions, Attendance, and Student Welfare	Work with Principal to supervise and manage all department chairs and teachers (excluding special education and physical education)	Oversee Operations, Compliance, Facilities, Technology and Facilities Compliance	Counseling office and functions
Supervise Principal, Chief Business Officer, Human Resources Director, Operations Manager	Work with Executive Director and other key staff, establish achievement of school instructional goals	Manage and facilitate existing academic programs including Pyramid of Intervention, Dolphin Days, Literacy Program, Tutorial Program, Gifted/GATE Program, AP, etc.	Keys	Magnet Office staff and functions
Serve as a member of, and staff the Board of Directors, working with the Board President to set the agenda and facilitate the meetings	Develop and implement short-term and long-term strategic plan	Facilitate the review, consideration, development and implementation of new academic programs	Lockers	Magnet Program/Schedule
Liaison with LAUSD, LACOE, State	Budget management for instructional programs and related initiatives	Oversee and manage PLC and 9th grade POD design, planning, budget and implementation	Maintenance	Master Program (Develop/Coordination)
Liaison with local and broader community (Rotary, Chamber, Optimist, etc.)	Ensure staff buy-in for school vision, goals, and academic programs through involvement and communications with all staff	Set and ensure compliance with standards/policies for teacher performance including response times for student/parent inquiries, attendance procedures, meeting attendance, work hours, etc.	Metal Detectors and Scanning	Issuance of Progress Reports, Report Cards and Transcripts
Liaison with the Complex Coordinating Council	Oversee assessment of current academic programs including PLC's and SLC's, benchmark against school goals; provide updates and recommendations regarding academic programs to the Board	Meet with parents and mediate issues related to classroom instruction	Staff Parking Permits	Roll Books
Work with HR and Principal to oversee hiring, professional advancement and salary schedules, professional development and performance management	High visibility through regular and consistent classroom visits, meetings, committee attendance, written and verbal communication	Work with Principal to facilitate and assist with faculty meetings and organizations	Plant Manager and staff	Room Assignments
Oversee labor negotiations with all bargaining units	Primary instructional spokesperson to students, parents, and community at large	Work with Principal to manage and lead Curriculum Council	Room Inventory	Suicide Prevention Program
Supervise and coordinate legal issues	Participate in labor negotiations; manage certificated and instructional staff, HR issues and activities as needed	Coordinate, manage and ensure all requirements are met for accreditation, NCLB Compliance Certification/related information for fall survey	Security	Substitute Principal
Long-term facility planning	Oversee Complex Coordinating Council activities and policy establishment	Manage and be actively involved in the WASC review process	Calendar Facility Planning Sheet	Testing Coordination
Oversee PCHS-led facility projects	Participate in and attend PCHS Board meetings	Serve on the Ed. Program Committee	School Plant	Testing Programs



2010-2011	2010-2011	2010-2011	2010-2011	2010-2011
Mr. Michael A. Smith	Ms. Marcia Haskin	Mr. Richard Thomas	Ms. Maisha-Cole Perri	Mrs. Ann Davenport
Interim Executive Director	Interim Principal	Director of Instruction	Operations Manager	Director of Academic Planning and Counseling Services
Communications	Oversee and ensure state and federal compliance (Single School Plan) and address any related issues	Be responsible for the A.M. counter, closing bulletin, nutrition and lunch duty, substitute teachers (assignment folders)	Printing and Copying Machines	Work Experience Program
Marketing	Manage and participate in activities and tasks necessary to retain California Distinguished School status	Oversee budgets for academic programs and all other areas of responsibility	Safe School Program	College Center
Media relations	Booster Club liaison for instructional needs with Executive Director	Manage student teachers and student observers	Permits	Study Center
Operations, Facilities, and Technology Committee co-chair and Facilities Task Force co-chair	Assist Executive Director with fundraising	Ensure that Staff evaluations are completed and timely	Technology Plan	Adult School Liaison
Work with the CBO to oversee the budget process and serve as a member of the Budget and Finance Committee	Edit/write a Principal's Newsletter	Attend professional and school conferences as necessary	Traveling Students/Integration/Transportation	Grade Appeal
Produce Executive Director Reports monthly/quarterly/yearly basis as required	Serve on the Educational Program Committee	Work with Principal to oversee Professional Development, field trips, assessment and accountability	School Safety Compliance	Opening and Closing Bulletins
Fundraising and Development	Lead faculty meetings and faculty organizations	Back to School Night and Showcase Night	Marquee	Academic Decathlon
Booster Club Liaison	Manage and lead Curriculum Council and Department Chairs	Comprehensive National Staff Development Plan and Board Certification /Teacher Support	Emergency Preparedness	Classified Evaluations
Classified Evaluations	Uniform Complaint Procedure	Professional Development Committee		New Student Orientation
Uniform Complaint Procedure	Employee Communications	Teacher/classified evaluations		SIS Computer
	Teacher, Classified and Director Evaluations	Educational Compliance		Other Duties as Assigned
	Teachers' Clearance Sheet	Coordinate, manage and ensure all requirements are met for categorical funding, LEA plan and consolidated application		Departments: Math
	Volunteers	Substitute Principal		
	Serve as PISA Liaison	Graduation		
	Student Government	Temescal Academy		
	Guest Speakers	E.L. Program		
		Student Assistant Program		
		Oversee SST Coordinator		
		AVID		
		Data Management		
		Departments: Foreign Language Tech Ed		

2010-2011	2010-2011	2010-2011	2010-2011	2010-2011
Ms. Monica Iannessa	Mr. Greg Wood	Mrs. Jennifer Avant Eustice	Mr. Russel Howard	Ms. Mary Bush
Director of Admissions, Attendance, and Student Welfare	Chief Business Officer	Human Resources Director	Director of Student Activities, Athletics, and Discipline	Director of Special Education
Admissions	Oversee budget and finance, actively participating in analysis of and decision making for operations, maintenance, other support services.	Recruiting	Student Activities	Provide monthly Special Education Report to Principal
Enrollment-Registration Procedures	Oversee Management of ASB staff and funds	Benefits	Monthly Leadership Meetings	Provide ongoing Staff Development to special education and general education teachers and staff regarding best practices/legal issues
Applications Accounting	Purchasing	Compensation	Assemblies/Rallies	Oversee Special Education Programs to include hiring qualified staff per IEPs and mediation/due process contracted agreements
Admissions Publications	Keep current with school funding issues for California Charter Schools	Organizational Development	Leadership Coordinator Support	Recommend staffing for teachers, teacher assistants and psychologist
Admissions Communications	Budget Preparation	Professional Development	Student Activities	Manage and guide all Special Education Staff, including ancillary service providers
PSC and PWT programs-traveling students	Ensure general accounting controls and procedures are in place for general ledger, Accounts Payable, Accounts Receivable and Payroll	Employee Retention and Recognition	Student Clubs	Compliance with IEP timelines
Attendance	Ensure GAAP and GASB guidelines are being followed at PCHS; stay current on all initiatives as they relate to PCHS and Charter Schools	Performance Management / Review Schedule and Procedures/ Discipline	Athletics	Attend non-public IEP meetings as required
	Prepare and present budget and financial updates to Board	Record Keeping - Personnel Files, Benefits Files and Employee Database	Support philosophy, principles, and characteristics of CIF Victory with Honor	Represent the school at mediation/due process hearings
Follow and Renew Charter Elements 2B, 8H, 12L, 7G	Prepare financial information for various reporting entities	EE Relations	Organize and administer overall program of athletics for the school	Attend specific IEP meetings as required
Pupil Accounting	Coordinate annual independent financial audit with outside auditors and PCHS and LAUSD staff	Labor Relations and Negotiations	Assess and manage the school's athletic program	Attend conferences regarding pertinent Special Education issues
Surveys (Ethnic Integration Federal Impact)	Manage finance and payroll staff	Compliance Reporting and Maintenance - OSI IA, Sexual Harassment, Equal Opportunity Employer, State and Federal Compliance	Make Recommendations for all athletic personnel assignments	Set up meetings/campus tours for parents of incoming Special Education students

2010-2011	2010-2011	2010-2011	2010-2011	2010-2011
Ms. Monica Iannessa	Mr. Greg Wood	Mrs. Jennifer Avant Eustice	Mr. Russel Howard	Ms. Mary Bush
Director of Admissions, Attendance, and Student Welfare	Chief Business Officer	Human Resources Director	Director of Student Activities, Athletics, and Discipline	Director of Special Education
Administrate Tardy Programs	Cafeteria Staffing and Operations	Budgeting - Support Leadership Team with monitoring of HR costs	Conduct Annual Coaching Assessments-evaluate head coaches of each sport	Confer with school counselors, attorneys and other staff as required
Attendance Policy/Appeals Standing Committee	Mandated Costs	Coordinate and manage new teacher orientation and new staff professional development	Coordinate with Head Coaches so that they can evaluate their coaching staff(s)	Liaison between PCHS and LAUSD regarding Special Education issues
Teacher's Roll and Accuracy Programs/Accountability Reports	Charter liaison with independent charter organizations	Faculty and Staff Accident Reports	Supervise and Evaluate personnel in charge of cheerleading	Participate in the development of school wide policy
CALPADS/CBEDS Reporting	Represent PCHS in Community	Oversee Hiring Process	Schedule/Coordinate administrative supervision for athletic events	Supervise Special Education aides
ConAp Reporting	Budget and Finance Committee Guidance/Support	New Employee Orientation	Oversee the arrangement of athletic facilities, ensuring maintenance and custodial services	Oversee Psychological Services
P-1/P2 Annual Attendance Reporting to the District	Lunch/Breakfast Program	Human Resources - Hiring and Processing	Oversee athletic event scheduling	Fee for Service Requests through LAUSD
ConnectEd Announcements	Labor Negotiations	Sexual Harassment/Faculty and Staff	Oversee athletic team fundraising	Assessments of MCD for LAUSD
Supervise and evaluate attendance clerks	Classified Evaluations	Classified Evaluations	Oversee all athletic transportation and approve meals for away athletic contests	College Board SSD Forms
Coordinate admissions/attendance with Senior attendance clerk			Prepare and administer the athletic program budget	Oversee and Manage Special Education
Train new teachers on attendance/ISIS			Coordinate and approve athletic requisitions for uniform, supplies and equipment	504 Plans A - Z
Uphold and Administrate School Attendance Policy			Ensure each coach provides a season summary, uniform and equipment inventory, and lists needed for subsequent seasons	Special Education Evaluations - Classified staff and Special Education Teachers
Prepare and administer the attendance office budget			Supervise/Evaluates Athletic Coordinator (AD) and Athletic Clerk (Ass't AD)	Develop contracts as needed for delivery of services
Student Welfare			Discipline	
Publish Student/Parent Handbooks			Follow and Renew Charter Element 10J	
Title 9 Compliance			Title 9 Compliance	
Title 4 Compliance-Safe			School Police	
Assemblies			Supervise and Evaluate Campus Supervisor and Campus Aides	
Substance Abuse			Substance Abuse	
Sexual Harrassment Reports			Process and Record Discipline Appeals	
Student Accident Reports			Supervise/Evaluate Deans	
School Safety Compliance/Safe School Program			Expulsions (Principal)	
Health Office-Coordinate Budgets and Resources			Opportunity Transfers	

VI, C.

2010-2011	2010-2011	2010-2011	2010-2011	2010-2011
Ms. Monica Iannessa	Mr. Greg Wood	Mrs. Jennifer Avant Eustice	Mr. Russel Howard	Ms. Mary Bush
Director of Admissions, Attendance, and Student Welfare	Chief Business Officer	Human Resources Director	Director of Student Activities, Athletics, and Discipline	Director of Special Education
Supervise/Evaluate School Nurse and Health Clerk			Committee	
Student ID Photos			Operations and Facilities	
Coordinate with Senior Class Moderator			Departments/Evaluations	
Committee			Physical Education	
Communications Committee Chair			Science	
Board Elections				
Departments/Evaluations				
Visual & Performing Arts				
Technology				
Health				
Social Science				

## **Agenda Information Sheet for the Board Meeting (9-21-2010)**

**Date:** September 21, 2010

**Topic:** Restrictions on the use of financial derivatives, interest rate swaps, currency trading, etc.

**Presenter:** Susan Frank

**Recommendation:** That the Board approve a motion to limit the use of risky financial instruments, such as financial derivatives, interest rate swaps, currency trading, etc. This motion states that these financial instructions can only be used with a vote by the Board authorizing a specific transaction. I also recommend that the substance of the Board's action be included in the Governance Policies.

**Costs:** None

**Background:** One of the documents necessary to complete the pool loan with Bank of the West was a Certified Corporate Action to Borrow. This document was prepared by Bank of the West lawyers and PCHS's law firm, Stradling Yocca Carlson & Rauth. While the Board approved the use of an initial interest rate swap to lock in the pool loan interest rate, the document gives the Chief Business Officer ongoing authority to trade in aggressive financial instruments, such as foreign currencies, derivatives, interest rate swaps, caps, floors, collars, swaptions, and forwards. When the issue was noticed, Michael A. Smith, Greg Wood and Susan Frank called our attorney, wanting to delete the portion authorizing the Chief Business Officer to trade in these types of financial instruments. We were told that with the pool loan pending, it was too late to make changes to the Certified Corporate Action to Borrow. It was felt that a Board resolution would rectify the situation.

**Proposed Resolution to Ratify Certified Corporate Action to Borrow**

Whereas, at the June 15, 2010 meeting of the Board of Trustees, the Board approved Palisades Charter High School's entry into certain loan and borrowing relationships with Bank of the West ("Bank");

Whereas, the Secretary of the Board was required by the Bank to certify certain authorizations to the Bank in the Certified Corporate Action to Borrow attached hereto as Exhibit A; and

Whereas, the Board of Trustees clearly wishes to adopt the specific authorizations in the Certified Corporate Action to Borrow as a resolution of the Board of Trustees of Palisades Charter High School.

Resolved that the Certified Corporate Action to Borrow as attached hereto as Exhibit A is hereby ratified and adopted as a resolution of the Board of Trustees and as the act and deed of Palisades Charter High School effective as of June 15, 2010.

Resolved further that all prior actions undertaken by the officers of Palisades Charter High School consistent with the Certified Corporate Action to Borrow are also hereby ratified and approved effective as of June 15, 2010.

**Independent Contractor Agreement between PCHS and Ann Davenport for the  
Selection and Launch of a Distance Learning/Independent Study Program at PCHS  
for 2010 – 2011**

**EXHIBIT A  
Scope of Service**

The contract will begin July 1, 2010 and end June 30, 2011.

**Assessment of School Readiness**

1. Review and evaluate existing distance learning programs to determine one that would operate using the existing technology at Palisades.
2. Determine if technology is available at Palisades that will support a distance learning program.
3. Determine if the school's technology will interface with the student's home operating systems as well as other community operating systems.
4. Determine staff readiness/ability to assist/facilitate distance learning program, if applicable.
5. Determine cost associated with the implementation of the program. Also determine if PCHS is willing to absorb all cost related to implementation of a distance learning program.
6. Determine if the ISIS data system will accommodate the implementation of the distance learning program.
7. Determine equipment, materials and training necessary to launch a distance learning program.
8. Determine type of courses that will receive credit through the distance learning program i.e. honors, advance placement, etc.

School is to provide all necessary information needed to facilitate the above. An initial report will be made to the October 2010 Board of Trustees' meeting.

The second payment of \$20,000 is due on October 10, 2010.

**Implementation Plan**

1. Plan to integrate the distance learning program into the ISIS data system and the master schedule.
2. Plan to incorporate distance learning marks and credits onto the PCHS student transcripts.
3. Select a distance learning program that can be incorporated into the existing student data system.
4. Establish a pilot program that will be implemented for the spring semester to determine the effectiveness of a distance learning program.
5. Notify school community of available of distance learning program.

A report will be made to the January 2011 Board of Trustees' meeting.

The third payment of \$20,000 is due on January 10, 2011.

### **Launch of Program**

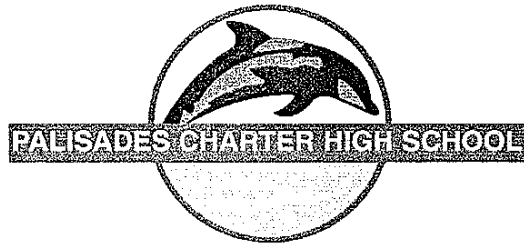
1. Evaluate the effectiveness of students enrolled in the spring pilot distance learning program.
2. Integrate the distance learning program into the master schedule for the 2011 summer session and the fall 2011 semester.
3. Program is to be provided free to students who are enrolled at PCHS if cost effective for the school. Non-PCHS students will have to pay in order to participate in the program.
4. Enroll students in the distance learning program for the fall 2011 semester.

A final report will be made to the June 2011 Board of Trustees' meeting.

The final payment of \$20,000 is due June 2011.

Per contract approved, an initial amount of \$20,000 was due when contract was signed. The remaining amounts are due as indicated above.





A CALIFORNIA DISTINGUISHED SCHOOL

**Palisades Charter High School**

# EMPLOYEE HANDBOOK

DRAFT  
2010 - 2011

TABLE OF CONTENTS

TITLE	PAGE
<b>EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND AGREEMENT</b>	
<b>I. <u>WELCOME AND INTRODUCTION</u></b>	
RIGHT TO REVISE	
<b>II. <u>GOVERNANCE AND SCHOOL BACKGROUND</u></b>	
GOVERNING BOARD OF DIRECTORS	
OVERVIEW	
VISION STATEMENT	
ORGANIZATIONAL GOALS	
CHARTER AFFIRMATIONS	
TYPE OF EMPLOYMENT AT PCHS/EMPLOYMENT CLASSIFICATIONS	
Certificated Employees	
Classified Employees	
Stipend/Auxiliary Positions	
CALENDAR	
WORK WEEK	
WORK AT HOME	
<b>III. <u>WORKPLACE POLICIES AND PROCEDURES</u></b>	
EQUAL EMPLOYMENT OPPORTUNITY	
UNIFORMED SERVICES POLICY	
HARASSMENT PREVENTION POLICY	
ACCEPTABLE USE POLICY	
BLOGGING	
COPYRIGHT INFRINGEMENT	
USE OF PHONE SYSTEM	
USE OF MOBILE/CELLULAR PHONES	
MAIL	
BULLETIN BOARDS AND NEWSLETTERS	
EMPLOYEE MEAL AND REST PERIODS	
DRUG, ALCOHOL AND SMOKE-FREE WORKPLACE	
UNIFORM COMPLAINT PROCEDURES	
COMPLAINT POLICY	
GRIEVANCES	
VISITORS	
DRESS AND GROOMING STANDARDS	
ATTENDANCE	
ABSENCES	
REPORTING ABSENCES	
OUTSIDE EMPLOYMENT/PROVIDING ADDITIONAL SERVICES TO PCHS	
REPORTING CHANGES FOR HUMAN RESOURCES RECORDS	
AT-WILL POSITIONS	

IV.	<b><u>EMPLOYEE CONDUCT AND CODE OF ETHICS</u></b> .....
	CODE OF ETHICS OVERVIEW .....
	EMPLOYEE AND STUDENT RELATIONS.....
	ACTIONS AND CONDUCT OF SCHOOL EMPLOYEES.....
	CONFLICT OF INTEREST .....
	ACCEPTANCE AND OFFERING OF GIFTS, FAVORS AND GRATUITIES .....
	SCHOOL RECORDS .....
	USE OF CONFIDENTIAL INFORMATION .....
	USE OF SCHOOL FACILITIES, EQUIPMENT AND EMPLOYMENT STATUS....
	EMPLOYMENT SOLICITATION .....
	CONDUCT WITH RESPECT TO PERFORMANCE ON THE JOB .....
V.	<b><u>HEALTH AND SAFETY</u></b> .....
	CRIMINAL BACKGROUND CHECKS .....
	SUSPECTED CHILD ABUSE BY PCHS PERSONNEL.....
	SAFETY .....
	ON-THE-JOB INJURY .....
	EMERGENCY MANAGEMENT PLAN .....
	EMERGENCY CLOSING PROCEDURES.....
	REPORTING ACCIDENTS .....
	EMERGENCY CRISIS .....
	LOITERERS.....
VI.	<b><u>DISCIPLINE AND TERMINATION OF EMPLOYMENT</u></b> .....
	SEPARATION .....
	RESIGNATIONS .....
	RETIREMENT .....
VII.	<b><u>EMPLOYEE COMPENSATION AND BENEFITS</u></b> .....
	PERMANENT STATUS .....
	SALARY .....
	PAY DAY .....
	DEDUCTIONS .....
	OVERTIME PAY .....
	HEALTH AND WELFARE BENEFITS .....
	FLEXIBLE BENEFIT PLAN .....
	EMPLOYEE ASSISTANCE PROGRAM (EAP).....
	RETIREMENT BENEFITS .....
	MILEAGE REIMBURSEMENT.....
	CONFERENCE ATTENDANCE.....
	REIMBURSEMENT FOR BUSINESS EXPENSES.....
VIII.	<b><u>HOLIDAYS, VACATIONS, AND LEAVES</u></b> .....
	HOLIDAYS.....
	VACATIONS .....

SICK/ILLNESS LEAVE .....  
EXTENDED ILLNESS LEAVE .....  
INDUSTRIAL INJURY/ILLNESS LEAVE (WORKERS' COMPENSATION) .....  
UNPAID PERSONAL LEAVE OF ABSENCE .....  
PERSONAL NECESSITY LEAVE .....  
FAMILY CARE LEAVE .....  
PREGNANCY DISABILITY LEAVE .....  
JURY DUTY/WITNESS LEAVE .....  
VOTING TIME OFF .....  
BEREAVEMENT LEAVE .....  
MILITARY LEAVE .....  
LEAVE TO ATTEND CHILD'S SCHOOL ACTIVITIES .....  
LEAVE TO ATTEND CHILD'S SUSPENSION MEETING .....  
FAILURE TO RETURN FROM LEAVE OF ABSENCE .....

**IX. EMPLOYEE ADVANCEMENT AND PROFESSIONAL DEVELOPMENT .....**

CAREER ADVANCEMENT .....  
JOB PROMOTIONS .....  
JOB POSTINGS .....  
PROFESSIONAL DEVELOPMENT .....

**X. EVALUATION AND RECORD KEEPING .....**

JOB DESCRIPTIONS .....  
PERFORMANCE EVALUATION .....  
PERSONNEL FILES .....

**APPENDICES**

**PALISADES CHARTER HIGH SCHOOL  
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK, COMPLETE THIS PAGE, MAKE A COPY OF IT AND RETURN THIS PORTION TO THE EXECUTIVE DIRECTOR'S OFFICE WITHIN ONE (1) WEEK OF RECEIPT.

By signing below, I certify that I have received a copy of the Palisades Charter High School ("PCHS") Employee Handbook ("Employee Handbook"), and I have carefully read and understand its contents.

I understand PCHS reserves the right to depart from and modify the policies stated in the Employee Handbook consistent with any applicable collective bargaining agreement provisions and other legal requirements.

Employee Name:			
(Please print)	Last Name	First Name	
Address:			
Telephone:			
Signature:		Date:	

## **I. WELCOME AND INTRODUCTION**

Welcome to Palisades Charter High School (PCHS). You are part of an organization committed to the primary goal of ensuring that all pupils learn at high levels by focusing the PCHS's core activities on pupil learning and achievement and the development of positive values and goals.

This Handbook will give you a brief introduction to PCHS and the rules under which it operates. As an employee, you'll want to know what is expected of you and what is available to you as a member of the PCHS family.

This Handbook is designed to meet the needs of both new and continuing employees. The Handbook sets forth policies and procedures of PCHS which concern your employment. It is our practice to follow these procedures and it is our goal to provide an enjoyable and comfortable workplace.

We hope you find your association with our PCHS rewarding. As an organization, we have much to offer our employees and those we serve.

### **RIGHT TO REVISE**

As noted, PCHS reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document consistent with any applicable collective bargaining agreement provisions and other legal requirements.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Handbook.

If the terms of this Handbook or any PCHS policies are inconsistent with any term of a represented employee's collective bargaining agreement, the terms of the employee's collective bargaining agreement shall be controlling.

## **II. GOVERNANCE AND SCHOOL BACKGROUND**

### **GOVERNING BOARD OF DIRECTORS**

PCHS is governed by an elected Board of Directors who are responsible for the ensuring the covenants outlined within the Bylaws and Charter are followed. The Board currently consists of eleven voting members, including 3 Community Representatives, 3 Teacher representatives, 3 Parent Representatives, 1 Classified Representative and 1 Administrative/Manager. Non-voting members are 1 Student Representative, the Principal, the Executive Director and the Chief Business Officer.

To give you an idea of the overall structure, please refer to the Organizational Chart, found at Appendix A.

### **OVERVIEW**

High atop a hill, surrounded by the Santa Monica Mountains, and overlooking the majestic Pacific Ocean sits PCHS, a financially independent, comprehensive four-year high school. Its scenic views are matched only by the school's long history of high academic standards and educational excellence. Recognized as a California Distinguished School in 2005, PCHS was recently acknowledged by Newsweek Magazine as among the top 1% of American high schools. PCHS also recently received a full six-year renewal of its accreditation by the Western Association of Schools and Colleges (WASC). In 1993, PCHS' administrators, teachers, and parents worked together to attain the school's initial Charter. With its conversion to fiscally independent charter status in 2003, PCHS acquired even more flexibility and autonomy in furthering its efforts to support student success, create innovative instructional programs, and harness the creative energies of the staff, parents, and community.

As a financially independent charter school, PCHS receives its funding directly from the State of California and other sources and is freed from many of the local and state constraints placed on public schools. Stakeholders assume critical responsibilities for directing the school in its quest for high levels of student achievement. PCHS is proud of its diverse student body. Students representing more than 100 zip codes travel from all over the city to attend our school. And once there, they find an array of classes, programs, and activities designed to meet their interests and needs. PCHS is committed to developing students' talents in all areas: Academics, Athletics, and the Arts.

PCHS offers over 40 AP and Honors classes, teams in 14 different boy's and girl's sports, over 100 Student Clubs, a comprehensive Community Service program, and a dedicated College Advising Center. We're proud of our nationally recognized Theatre program, which has regularly taken 1st place in the Drama Teachers' Association Shakespeare Festival and has produced winners of the Music Center's Spotlight Awards and numerous other accolades. Our Academic Decathlon team consistently ranks among the top ten in the State. And our athletic teams have won numerous Western Division and CIF City Section Championships in a variety of sports, including

three Championships in tennis and swimming in 2005-06. Our student body in excess of 2,700 students, successfully study, play, and achieve in a community striving for excellence.

The PCHS Faculty and Administrators are caring professionals, dedicated to helping students reach their individual academic and personal goals. PCHS has an experienced, talented staff of alumni, nationally board certified teachers, and experts in their fields, boasting an average experience of more than ten years at our school. Supporting our students is a management team comprised of six (6) certificated directors and four (4) non-certificated managers. Our certificated staff include over 115 teachers, one Librarian, one full-time Health Nurse, and eight (8) Guidance Counselors. We have an active College Center staffed by four (4) professionals. The average student to teacher ratio is currently just over 24:1. PCHS maintains an average class size in its core subjects of 33-34 students with 25-26 in English. Our classes are organized into a five period block schedule each day, including Periods 0 and 7 lasting 55 minutes and Periods 1,3,5 or 2,4,6, lasting 1 hour 40 minutes and alternating daily. The block schedule allows teachers to cover more material and in greater depth during each class period and more closely resembles a college schedule. Students have expanded access to electives and athletics with the addition of Periods 0 and 7.

Passing through the halls of PCHS is a wonderfully diverse student body, reflecting the unique mosaic of our city. Why do we value diversity? It allows our students the opportunity to study and play in an environment that reflects their world, it encourages classroom discussions that encompass a broad range of perspectives, and it teaches respect for differences and appreciation for commonalities. Diversity makes PCHS a special community in which to learn.

## **VISION STATEMENT**

The vision of PCHS is to develop a professional learning community that values the growth of each pupil and the input of all stakeholders as active participants in a collaborative culture of continuous improvement. A professional learning community, as defined by Richard DuFour and Robert Eaker, is one in which there is a collective commitment to a school's core values and guiding principles, a willingness to work in collaborative teams sharing common purposes, an ongoing reflection on the results of collective inquiry regarding the school's methods and results, an orientation towards action and innovation, and most importantly, a belief in the possibility of continuous improvement. Continuous improvement implies perpetual dissatisfaction with the status quo and obliges all stakeholders to constantly consider the School's fundamental purpose, its goals for achievement, its strategies for improvement, and its criteria to measure success.

The path to improved student outcomes requires the commitment by all of those who have a stake in the success of the School's pupils, including a commitment to improve the quality of the learning, teaching, and working environments. It is the professional adult learning communities in the School which use scholarly research, data analysis,



and best educational practices to help pupils reach their maximum potential and achieve agreed upon common objectives correlated to content standards. PCHS intends to empower those professional adult learning communities and engage them in the development of educational programs and participation in school governance.

The PCHS vision of a professional learning community also includes the positive contributions of parents and community members. In the belief that all stakeholders working together can accomplish far more than any individual, PCHS aspires to focus its efforts and resources in support of all members of its learning community. The vision of the stakeholders of PCHS is for an environment of continuous improvement through which the School will realize its ultimate objective: to open doors to more post-secondary options for more pupils.

## **ORGANIZATIONAL GOALS**

A fundamental goal of PCHS is to develop and sustain demanding programs that challenge pupils to achieve at high levels while providing the flexibility to accommodate the variety of learning modalities. PCHS graduates should demonstrate mastery of rigorous standards and be prepared for post-secondary education and/or other post-secondary opportunities. Among the School's long-term goals:

- Graduates of PCHS will have mastered a rigorous common core curriculum that will enable them to be successful in college (including California A-G requirements) or other post-secondary options;
- Through expansion of Advancement Via Individual Determination (AVID), Mathematics, Engineering, and Science Achievement (MESA), and other outreach programs, an increased number of pupils, particularly socio-economically disadvantaged and under-represented pupils, will complete academically rigorous courses including Honors and Advanced Placement, and will attend four-year colleges and universities;
- PCHS will develop a program enabling pupils to identify postsecondary plans before completion of grade 10, which will be verified and updated annually;
- PCHS will utilize a variety of strategies and resources, including but not limited to block scheduling, virtual- or on-line learning, other educational settings (e.g. community college), and accelerated graduation to reduce daily teacher/student ratios and class sizes; and
- Pupils will engage in University of California (UC) Academic Preparation, UCLA's Academic Preparation and Educational Partnerships, and California State University's (CSU) Early Assessment Programs in order to increase student access to postsecondary level options.

## CHARTER AFFIRMATIONS

PCHS shall comply with all applicable portions of State and Federal laws and is committed to the following affirmations:

- PCHS shall participate in all required statewide assessment tests.
- PCHS shall meet all statewide standards applicable to non-charter public schools.
- PCHS shall be non-sectarian in its programs, admission policies, employment practices, and all other operations.
- PCHS will not charge tuition.
- PCHS will not discriminate against any pupil or employee on the basis of ethnicity, national origin, gender, sexual orientation, or disability.
- PCHS will admit all pupils who wish to attend the charter school, subject only to capacity.
- The meetings of the PCHS Board of Directors shall be held in accordance with the Ralph M. Brown Act.
- PCHS shall comply with the Individuals With Disabilities in Education Act ("IDEA"), Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act ("ADA").
- PCHS shall comply with the Public Records Act and the Family Educational Rights and Privacy Act (FERPA).
- The School's admission policies shall be carried out in compliance with all legal requirements and charter requirements, including a preference for admission of pupils who reside within the former attendance area of PCHS.
- No child shall be required to attend PCHS, nor shall any employee be required to work at PCHS.
- PCHS shall continually strive for a healthy, collaborative, synergistic relationship with the Los Angeles Unified School District (LAUSD) and with surrounding districts.
- PCHS shall offer, at a minimum, the same number of minutes of instruction set forth in paragraph (3) of subdivision (a) of Education Code Section 46201 for the appropriate grade levels.

- PCHS shall comply with all laws related to generating charter school apportionments for pupils over 19 years of age and pupils cannot be over the age of 22.
- PCHS shall, on a regular basis, consult with parents and teachers regarding the School's educational programs.

## **TYPE OF EMPLOYMENT AT PCHS/EMPLOYMENT CLASSIFICATIONS**

### **Certificated Employees:**

Employees working for PCHS while possessing a temporary, provisional or emergency certificate or permit will not earn credit during such time served toward probationary or permanent status with PCHS. At the time of publication of this Handbook, the PCHS-UTLA agreement incorporates many of the applicable provisions of the LAUSD-UTLA agreement. However, over time, a complete and separate agreement will be negotiated between PCHS and UTLA. Such temporary/day-to-day substitute employees serve in an at-will employment capacity for PCHS. As such, such employees may be released by PCHS without advance notice and without cause.

Probationary and permanent certificated employees are employed consistent with the terms of the PCHS-UTLA collective bargaining agreement. In that capacity, probationary employees may be released or non-re-elected only consistent with legal requirements.

### **Classified Employees:**

Classified employees may serve in a substitute, probationary or permanent capacity. As substitutes, employees serve on an at-will basis for the School. Such positions may be terminated without advance notice and without cause. If a classified employee is not a substitute, the position is either probationary or permanent and such employees serve under an employment contract which is consistent with any applicable collective bargaining agreements and legal requirements. During the probationary period, classified employees may be rejected from probation without advance notice and without cause.

Most classified employees are members of either Palisades Employee Support Professionals United (PESPU) (clerical and office staff) or Service Employees International Union (SEIU) (cafeteria, teacher aides, etc.). At the time of this Handbook's publication, neither organization has a formalized agreement with PCHS. PESPU is currently negotiating that contract, and at its completion, it will codify the basis for the working relationship between PCHS and PESPU members. Our relationship with SEIU is more informal, with dues collected, and an on-site representative. The working relationship between SEIU members and PCHS is based on the LAUSD / SEIU contract in place at the time of this handbook's release.

## **UNREPRESENTED**

There is a small group of classified employees who, due to job title and duties are not represented by any collective bargaining unit. These employees work on a contract basis, as approved annually by the Board of Directors. These at-will employees have their rights and benefits outlined in their individual contracts.

## **STIPEND / AUXILIARY POSITIONS**

There are certain positions that are granted on an annual basis and are to be re-applied for every year. These include but are not limited to Athletic Coaches, Tutors, School-wide Program Leaders/Coordinators, Department Chairs, Program Coordinators. These positions are at-will, even if the employee holding the position is protected by a collective bargaining agreement. An employee is eligible for only one leadership stipend per year. If an employee serves in two capacities, the highest paid leadership stipend applies. In addition, employees who are elected members of a PCHS Committee of the Board of Directors will be compensated \$50 per meeting attended for a maximum of one committee meeting per month.

## **CALENDAR**

PCHS operates on a traditional schedule (September through June). For a complete overview of the school year, refer to the Adopted PCHS Calendar found at Appendix B.

## **WORK WEEK**

The PCHS campus is open daily, Monday through Friday, except on scheduled holidays as noted in the Handbook. Normally, PCHS offices are open from 7:00 a.m. to 4:30 p.m. However, due to the nature of the work, some offices are open at 8:00 a.m. and continue beyond 4:30 p.m. Your supervisor will keep you informed of the rules and regulations regarding the hours of the department in which you work.

## **WORK AT HOME POLICY**

As PCHS is a student and stakeholder-centered organization, it is important that all employees be available during regular work hours. Therefore, some positions will not be able to work at home (all certificated and most classified staff). Permission to work at home is granted by direct supervisors for a specific amount of time, and for a specific purpose. Permission to work at home will be granted based on the demonstrated need and the condition that it will have a minimal negative impact on school operations. This policy does not include or apply to work taken home beyond the regular workday such as grading, planning, checking email, or other professional development activities pursued at home which typically extend beyond the regular workday.

### **III. WORKPLACE POLICIES AND PROCEDURES**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

PCHS is firmly committed to the principle of equal employment opportunity. PCHS offers employment opportunities to all applicants and employees without regard to race, color, sex, age, religion, national origin, disability, or any other status protected by local or federal law. All aspects of the employment relationship (including recruiting, hiring, training, working conditions, compensation, promotion, discipline, and termination) are subject to this policy.

If you believe you have been subjected to any form of unlawful discrimination, you may submit a written complaint to your supervisor or to the Human Resources Director. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Human Resources. PCHS will undertake a thorough and objective investigation, and attempt to resolve the situation.

If PCHS determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Retaliation against employees for the good faith filing of a complaint or participating in the investigation of a complaint is prohibited.

#### **UNIFORMED SERVICES POLICY**

PCHS is committed to complying with the Uniformed Services Employment and Reemployment Rights Act (USERRA). At PCHS, a person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership, application for membership, performance of service, application for service, or obligation.

#### **HARASSMENT PREVENTION POLICY**

PCHS is committed to providing a work environment free of harassment. PCHS policy prohibits sexual harassment as well as harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation, or any other basis protected by federal, state or local law or ordinance or regulation. *All such harassment is unlawful.* PCHS's anti-harassment policy applies to all persons involved in the operation of PCHS and prohibits unlawful harassment by any employee of PCHS, including supervisors and managers, as well as vendors, customers and any other persons.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation, or any other basis protected by law.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment, or cooperating in an investigation or alleged harassment.

PCHS has a zero tolerance policy toward harassment. Any employee who believes that he or she has been subjected to harassment is encouraged to immediately report the harassment to any supervisor, any Director of PCHS, or to the Human Resources Department. (See Appendix **[FILL IN]** for a complaint form.) PCHS will not retaliate against any employee who files a harassment complaint. An employee's refusal to submit to sexual advances or other types of harassment will not adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Employees who observe what they believe may be harassment of another employee should immediately report the matter to any supervisor, any Director, or the Human Resources Department.

PCHS will immediately investigate all complaints of harassment. All investigations will be handled with the greatest degree of confidentiality under the circumstances. At the conclusion of its investigation, PCHS will inform the complainant of the results of its investigation and take any necessary corrective action. The necessary corrective action can include reassignments and all forms of discipline, up to and including termination of employment.

#### **ACCEPTABLE USE POLICY: COMPUTER SYSTEM AND EMAIL**

PCHS owns the computers and the computer systems used in all PCHS's operations and offices. As such, the computers and computer systems (including the Internet and e-mail) are to be utilized for legitimate school related-business only in the course of employee's assigned duties. In addition to the system hardware and software, all electronic files and electronic messages are the property of PCHS, whether composed, received or sent by the employee. Consequently, employees do not have a reasonable expectation of privacy with respect to their usage of PCHS computers or computer systems. E-mail messages reflect directly on PCHS. All such messages should be composed in a professional manner that is similar to messages sent on PCHS letterhead. All e-mail messages and other electronic files constitute business records belonging to PCHS.

Use of PCHS computers and computer systems (including the Internet and e-mail) is subject to PCHS's policy which prohibits the harassment of employees or using any inappropriate or offensive language.

PCHS reserves the right to monitor use of PCHS's computer systems, including the e-mail system or the Internet, at any time. Employees should not consider data stored on their PCHS computer, their Internet usage or e-mail communications to be private. Employees should be aware that deleted files may be retrieved and read by PCHS. PCHS reserves the right to retrieve, monitor, or review any messages, as well as Internet usage data, in PCHS's systems, and may disclose such messages or data for any purpose without notice to the person sending or receiving the message and without seeking permission of the person. Personal passwords are not an assurance of confidentiality and the Internet itself is not secure. All passwords must be made known to PCHS, and passwords not known to PCHS may not be used.

Any software or other material downloaded into the PCHS's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior written authorization from the IT Coordinator is required before introducing any software into PCHS's computer system. Employees may not download software, games or other software unrelated to their work.

Only authorized employees may communicate on the Internet on behalf of the PCHS. Employees may not express opinions or personal views that could be misconstrued as

being those of the PCHS. Employees may not state their PCHS affiliation on the Internet unless required as part of their assigned duties.

Questions regarding the deletion of files should be addressed to the IT Coordinator.

Any violation of this policy may result in loss of computer Internet access and, if appropriate, subject the employee to disciplinary action, up to and including termination.

Employees learning of any misuse of PCHS's computer system, including e-mail or the Internet or violations of this policy, shall immediately notify their supervisor or the Human Resources Director.

## **BLOGGING**

Personal Web sites and Web logs (blogs) and other online tools have become a key component of open exchange and education and PCHS respects the rights of employees to use blogs as methods of self-expression. If using an external blog and an employee chooses to identify himself or herself as a PCHS employee on a Web site or Web log, the employee must adhere to the following guidelines:

- Make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of PCHS.
- Do not disclose any information that is confidential or proprietary to PCHS or to any third party that has disclosed information to PCHS. Consult PCHS's Confidentiality Policy for guidance about what constitutes confidential information.
- Uphold PCHS's value of respect for the individual and avoid making defamatory statements about PCHS students, employees, stakeholders, partners, affiliates and others.
- If blogging activity is seen as compromising PCHS and interferes with the employee's ability to effectively perform their job duties at PCHS, PCHS may request a cessation of such commentary and the employee may be subject to disciplinary action, up to and including termination.

For any questions about these guidelines or any matter related to personal Web sites or blogs, contact Human Resources.

## **COPYRIGHT INFRINGEMENT**

It is the policy of PCHS to support and follow all copyright laws. Therefore, the violation of the copyright of any software or printed material is strictly prohibited. Employees shall not improperly copy any software or other document on PCHS's equipment, including but not limited to its computers or photocopiers. All employees are required to



comply with the Acceptable Use Policy and Code of Ethics statements. Violation of this policy could result in disciplinary action, including immediate termination.

### **USE OF PHONE SYSTEM**

PCHS maintains the telephone system for business purposes. Voice mail messages reflect directly on PCHS and all such messages should be composed in a professional manner that is similar to messages sent on PCHS letterhead. Use of the PCHS's voice mail message system is subject to PCHS's policy that prohibits the harassment of employees or using any inappropriate or offensive language.

Because all messages are the property of PCHS, employees should not expect that the messages they send or receive are private. Employees should be aware that deleted messages may be retrieved by PCHS. PCHS reserves the right to retrieve, monitor, or review any messages in PCHS's systems, and may disclose such messages for any purpose without notice to the person sending or receiving the message and without seeking permission of the person. Passwords must be disclosed to the appropriate PCHS representatives upon request.

Personal use of telephones for local calls is permitted during authorized breaks and lunch-time only. Except upon prior approval from the employee's supervisor, or in the case of an emergency, personal use of telephones for toll calls and at times other than authorized breaks and lunch-time is not permitted. Employees will be required to reimburse PCHS for any charges resulting from the unauthorized personal use of PCHS telephones. Friends and relatives should be discouraged from calling employees during working hours unless there is an emergency.

If PCHS determines that an individual is excessively using the telephone system for personal matters or otherwise abusing the privilege to use the telephone system, PCHS has the right to further restrict employee use of PCHS's telephone system. Employees who violate PCHS rules regarding use of the telephone system are subject to discipline, up to and including termination of employment.

### **USE OF MOBILE/CELLULAR PHONES**

Out of respect to other employees, personal cellular phones should be changed to vibrate or silent mode when in the office or classrooms. Except in cases of emergency, employees are prohibited from making or receiving calls on their personal cellular phone during working hours, except during rest and meal periods. In addition, the use of the camera or camera-equipped cellular phones is restricted to PCHS-sponsored social events. Photos of students or employees should not be taken without their permission. Employees are expected to comply with state laws regarding the use of cellular phones while driving on PCHS business.

Use of PCHS cell phones or personal cell phones in the office is subject to PCHS's policy that prohibits the harassment of employees or using any inappropriate or offensive language.

## **MAIL**

PCHS is not in a position to handle personal mail. Employees should ensure that all personal mail be sent to their homes. All mail sent to PCHS, regardless of whose name appears on the envelope, may be opened as official PCHS business mail.

Except upon prior approval, the use of PCHS-paid postage for personal correspondence is not permitted. Where prior approval is granted, the employee may be required to reimburse PCHS for the postal charges incurred.

## **BULLETIN BOARDS AND NEWSLETTERS**

Administrative bulletins, week-at-a-glance emails, updates and newsletters contain important information relative to all PCHS employees. These are often sent via email to all employees. In addition, you should take time to review information posted on the bulletin board in the main office and check it for new information.

## **EMPLOYEE MEAL AND REST PERIODS**

Consistent with any additional requirements under applicable collective bargaining agreements, full-time classified employees are provided with a thirty-minute (30) unpaid meal period, to be taken approximately in the middle of the workday. Full-time classified employees are also allowed a 10-minute rest period in the morning and a 10-minute rest period in the afternoon scheduled by the employee's supervisor, and such employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Part-time employees working more than 3.5 hours per day are entitled to one 10-minute break, generally scheduled in the middle of their work day.

Employees may not leave the premises during a rest period but may leave the premises during the meal period. If the employee leaves the campus at anytime during their scheduled work day, they must sign out in the main office, and sign in upon their return.

Each certificated employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

## **DRUG, ALCOHOL AND SMOKE-FREE WORKPLACE**

PCHS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it

adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace is extremely harmful to workers.

The bringing to the work place, possession or use of intoxicating beverages or drugs on any PCHS premises is prohibited and will result in disciplinary action up to and including termination.

Smoking is prohibited on PCHS property, in PCHS facilities, and in PCHS vehicles.

## **UNIFORM COMPLAINT PROCEDURES**

PCHS shall investigate and seek to resolve complaints at the local level. PCHS shall follow uniform complaint procedures addressing complaints alleging the School's failure to comply with state or federal law in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition program, and special education programs. A copy of the PCHS uniform complaint policy is available upon request from the Executive Director. Other complaints shall be addressed through the internal complaint policy or any grievance procedure in any applicable collective bargaining agreement.

## **COMPLAINT POLICY**

PCHS believes that if you have a question, suggestion or complaint, you should first discuss this with your supervisor. If the problem is not resolved, or if you are not comfortable discussing the concern with your supervisor, you may present the problem to the Director responsible for your department. The Director will work with Human Resources Director to reach a final resolution. This policy is not intended for use to complain about personnel actions taken against an employee.

This procedure, which we believe is important for both you and PCHS, cannot guarantee that every problem will be resolved to your satisfaction. However, PCHS values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

- **Notification**

This policy is intended to address complaints filed by employees against employees, students against other students or employees, parent complaints against employees and students, and community member complaints against employees and students.

- **Procedures**

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, the Director (or designee) shall encourage the parties involved to seek an informal resolution of the issues. If this is not possible due to the nature of the

complaint or if informal resolution has been unsuccessfully attempted, the Director (or designee) shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the complaint will be obtained from the complainant.

If the complainant files a written complaint and no other school policy or procedure is applicable, the Director (or designee) shall abide by the following process:

1. Within 10 working days of the receipt of the complaint, or as soon as is practicable under the circumstances, the Director or designee shall use his or her best efforts to speak with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Director (or designee) finds that a complaint against a staff member or student is valid, appropriate disciplinary action may be taken against the employee or student. As appropriate, the Director (or designee) may also simply instruct employees or students as to their conduct without initiating disciplinary measures.
3. In the event that the Director (or designee) finds that the complaint would best be resolved through a meeting of all parties, such a meeting may be arranged. If such a meeting does not successfully resolve the matter, the Director (or designee) shall respond to the complaint and provide all parties with a written statement indicating the Director's findings.
4. The Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of PCHS. In the event a party wishes to appeal the decision, he/she shall submit a written request for the Board of Directors to hear the appeal to the Chair of the Board of Directors within 5 business days of the Director's decision. The Chair of the Board of Directors shall schedule a meeting before the Board. Such proceedings shall typically be conducted in closed session. The decision of the Board of Directors shall be final.

- **Confidentiality**

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but absolute confidentiality cannot be assured.

- **Non-Retaliation**

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

- **Resolution**

The administration will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **GRIEVANCES**

A grievance is an allegation that a provision of an applicable collective bargaining agreement has been violated, misapplied, or misinterpreted. If you believe this is the case, you should promptly present the grievance in accordance with the procedures outlined in the applicable collective bargaining agreement. Forms are available at your work site or in the Personnel Department.

## **VISITORS / GUEST SPEAKERS**

- All visitors are required to sign in at the front office upon arriving on campus. Such visitors shall be given a visitor's badge and must obey all School rules and directives. Failure to do so may lead to revocation of a visitor's permission to visit.

Employees should notify the Receptionist of any expected visitors prior to the scheduled appointment. The appropriate PCHS employee will be notified by the Main Office when a visitor has arrived. New visitors to PCHS must be escorted by an employee to the appropriate department or meeting area. Visitors are expected to have made an appointment with PCHS employee(s) prior to arriving at the main office.

Guest speakers must be approved twenty-four (24) hours prior to presentation by the Principal or his/her designee. A Guest Speaker Form is available in the main office.

No solicitation is allowed inside or outside PCHS offices. Unexpected visitors may be refused entrance and/or removed from the PCHS's premises by local law enforcement officials.

## **DRESS AND GROOMING STANDARDS**

Our stakeholders and community not only judge us all by what we do, but how professionally we present ourselves. Employees should therefore exercise good judgment in determining their dress and appearance. If you have any questions, contact your department chair or Human Resources.

## **ATTENDANCE AND PUNCTUALITY**

All employees are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects PCHS's ability to implement its educational program and disrupts consistency in students' learning.

## **ABSENCES**

Regular attendance and punctuality are essential requirements for continued employment and are also considered in recommendations for job advancement. Excessive absences or failure to report absences in a timely fashion are unacceptable and could result in negative consequences. Arrangements with your supervisor should be made in advance for all absences which can be foreseen. When you are absent because of illness or personal reasons, notify your supervisor as promptly as possible prior to the commencement of the workday.

Vacation periods are scheduled with the approval of your immediate supervisor or department chair. You should refer to the applicable collective bargaining agreement or appropriate Working Conditions for specifics regarding absences.

### **Call-in Procedures for Each Department**

When first reporting to your new job, you should check with your immediate supervisor as to the applicable call-in procedures when absent from your assignment. When calling the Main Office to report your absence or late report to work, be sure to give your name, classification, length of absence, and reason. If you have received notification of jury duty, you must notify the Main office each day that you are required to report. Depending on your department requirements, you may also need to notify your supervisor.

## **REPORTING ABSENCES**

Signed absence forms must be completed for each absence. These forms may be obtained from the School's **[FILL IN]**. See Appendix **[FILL IN]**.

## **OUTSIDE EMPLOYMENT/PROVIDING ADDITIONAL SERVICES TO PCHS**

Full-time employees choosing to work in a second job or who do consulting or other work for pay on an intermittent basis may do so only under the following conditions:

- The employee's position with the PCHS is primary and any additional employment will not interfere with the ability to perform his/her duties with PCHS.
- All work performed for another employer or in a secondary position with PCHS will be done during non-PCHS work hours, i.e., time when the employee is not assigned to his/her primary position.
- Such additional employment will not create a conflict of interest with the PCHS or a component school district.

- Any outside employment will not constitute double payment for services already provided by the employee as part of his/ her regular duties to the PCHS; that is, payment by another agency will not be made for work which is already part of or integral to the employee's regular position.

#### **10/11-month basis Certificated and Classified Staff:**

Any outside employment should occur during non-work hours when the employee is not expected to be providing services to the PCHS, i.e., after the end of the employee's regular work day or during breaks in the school calendar. Any additional work for PCHS for which the employee receives compensation (such as adult education classes, tutoring, etc.) should not interfere with the employee's regular duties to the PCHS. Personal or unpaid leave may not be used for the purposes of pursuing or performing outside employment.

#### **12-month basis Certificated and Classified Staff:**

Any outside employment should occur during non-work hours when the employee is not expected to be providing services to the PCHS, i.e., after the end of the employee's regular work day or during personal vacation time. In the latter case, vacation may only be used for such purposes if it will not unduly interfere with the providing of services to PCHS. Any additional work for PCHS for which the employee receives compensation (such as adult education classes, tutoring, etc.) should not interfere with the employee's regular duties to the PCHS.

This outside employment may give rise to a conflict of interest. Please talk to your supervisor or Human Resources if you have any questions.

#### **Employees Providing Additional Services to PCHS:**

Consistent with any collective bargaining agreement, PCHS may contract, either directly or indirectly, with a full-time or part-time employee for the purpose of supplying goods or services for PCHS, above and beyond his/her normal position, provided that the employee does not have the power or duty to negotiate, prepare, authorize, or approve the contract, or authorize or approve payment under the contract, audit bills, or claims under the contract, or the power or duty to appoint an officer or employee who has any of these powers or duties. It is understood that in all such cases, procedures for awarding such contracts will adhere to all budgetary, legal and ethical guidance.

PCHS may employ persons or individuals as independent contractors where such status is established as per applicable law. Final determination regarding employer/employee relationships will be made by the Executive Director and/or Principal.

## **REPORTING CHANGES FOR HUMAN RESOURCES RECORDS**

To maintain accurate, up-to-date records, you must inform Human Resources of changes in name, address, telephone number, marital status, dependents, insurance and voluntary deductions to be made from your pay. These changes are important since they affect your insurance, retirement or payroll status. A sample Human Resources Change Form is attached. See Appendix **[FILL IN]**.

## **AT-WILL POSITIONS**

While most employment with PCHS is contractual and negotiated regularly with the applicable collective bargaining unit, some employees and all extra positions are employed on an at-will basis. As such, employment in these positions may be terminated with or without cause, and with or without advance notice at any time by the employee or PCHS. Nothing in this handbook, in any of PCHS's policies or procedures, or any oral statements or course of conduct shall alter or in any way modify the at-will nature of these specific positions at PCHS.

No manager, supervisor, or employee of PCHS has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than an at-will basis. Only the Board of Directors through the Executive Director and/or Principal have the authority to make any such agreement, which is binding only if it is in writing and signed by the Board of Directors Chair and the Executive Director and/or Principal.



#### **IV. EMPLOYEE CONDUCT AND CODE OF ETHICS**

In addition to the policy below, the applicable collective bargaining agreement shall also address and govern employee conduct.

##### **CODE OF ETHICS OVERVIEW**

It is critical at PCHS that all employees strive for excellence in the public service that they provide. As an employee of PCHS, you are expected to conduct yourself fairly, honestly and with the highest integrity. This means treating coworkers, students, parents and other customers with respect and in a manner that is exactly the way you would want to be treated. This also means being respectful of the school's resources and property.

Recognizing that each of us plays a critical role in student success, striving for excellence is not only a personal commitment, but also a personal responsibility that all school employees share.

##### **EMPLOYEE AND STUDENT RELATIONS**

PCHS employees are entrusted with the physical and mental well-being of every student. Therefore, employees shall treat students with respect and care and be aware of their proper roles as public servants, role models and contributors to student development.

Employees are to help to develop each student's self image; respect the dignity of each student, strive to develop positive student attitudes or self-worth and competence.

Employees shall not exploit, harass or discriminate against any student or require students to perform work or services that could be detrimental to their health.

##### **ACTIONS AND CONDUCT OF SCHOOL EMPLOYEES**

PCHS employees shall not only be aware that public service is a public trust, but also conduct themselves, both inside and outside the school's service in a manner that deserves the respect of students, parents and the communities the school serves.

##### **CONFLICT OF INTEREST**

PCHS maintains a detailed conflicts of interest policy. A copy of this policy may be obtained from [INSERT NAME OR MAKE ATTACHMENT]. PCHS employees shall not make or influence a school decision which will benefit the employee's outside employment, business or personal finances, or benefit a family member or personal friend.

## **ACCEPTANCE AND OFFERING OF GIFTS, FAVORS AND GRATUITIES**

PCHS employees shall not accept any gifts, money or favors which might reasonably be interpreted as an attempt to influence their actions with respect to school business. It will be presumed that a gift or gifts valued in excess of \$100 during a calendar year from any single person or organization (exclusive of a gift exchange based on personal relationships outside the school) constitute an attempt to influence official school business. Employees shall not offer gifts, money or favors which might be interpreted as an attempt to influence the official actions of another employee or service provider with respect to school business.

## **SCHOOL RECORDS**

PCHS employees shall not create false, misleading or artificial documents or entries in school accounts, time reporting records or other manual or electronic records. Records and regulated documents must be maintained in accordance with relevant laws and regulations.

## **USE OF CONFIDENTIAL INFORMATION**

Volunteers who are allowed access to confidential information must first sign an acknowledgement and agreement form to not disclose such information to any unauthorized persons and to fully comply with all School rules and regulations with regard to such information.

PCHS employees shall not disclose confidential information acquired by them in the course of their employment with the school, or use such information for speculation or personal gain.

## **USE OF SCHOOL FACILITIES, EQUIPMENT AND EMPLOYMENT STATUS**

PCHS employees shall not use PCHS facilities, equipment or supplies for other than PCHS authorized purposes. PCHS employees shall not use or attempt to use their position to secure unwarranted privileges for themselves or others.

In addition, all employees are provided necessary tools to complete their required tasks (computer equipment, athletic equipment, textbooks, school-related records, roll books, etc.). These are the property of PCHS and employees of PCHS must provide the appropriate care and oversight of these items. Damage to or loss of items must be reported to the department chair or immediate supervisor promptly.

## **EMPLOYMENT SOLICITATION**

School employees should not use their authority over a particular matter to negotiate future employment with any person or organization. Employees shall not make or influence a school decision involving the interests of a person with whom they have an agreement concerning current or future employment or remuneration of any kind.

Further, use of proprietary PCHS information in any future employment with another employer is absolutely prohibited. For one year after leaving school service, former school employees may not represent any person or organization for compensation other than the school in connection with any matter pending before the school that, as school employees, they participated in personally and substantially. Nothing in this paragraph shall be taken to limit in any manner the outside employment of employees where the interests of the school are protected.

#### **CONDUCT WITH RESPECT TO PERFORMANCE ON THE JOB**

Employees of the school are responsible for and accountable for the performance of the specific assignments they are employed to perform. Employees shall not conduct personal business or outside employment activities during their assigned school work hours.

## **V. HEALTH AND SAFETY**

### **CRIMINAL BACKGROUND CHECKS**

No employee or volunteer shall be permitted to commence work at PCHS until clearance has been obtained with the Department of Justice. Consistent with PCHS policy, PCHS may require the fingerprinting of some volunteers and vendors.

PCHS will require each employee to furnish a criminal record summary, through fingerprinting, as described in Section 44237 of the California Education Code. The school will comply with all of the health and safety laws common to the State of California and to the communities within which it operates. The Executive Director or designee will be responsible for maintaining compliance with Section 44237 and all applicable health and safety laws.

### **REPORTING SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

- a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;
- b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or
- c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing the acknowledge at end of this Handbook, each employee certifies that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

The Board of Directors recognizes that children have the right to an educational environment which does not threaten their physical and emotional health and development. Child abuse by school personnel violates this right and therefore is strictly prohibited. The Executive Director and Principal are directed to ensure that all employees are informed of this policy. Every school employee who suspects an

incident of child abuse of a student by PCHS personnel shall immediately report all information to the Executive Director, Principal, Special Education Coordinator, or Human Resources Director. It shall be the responsibility of the Executive Director and the Principal or their designee to promptly and thoroughly investigate and document any suspected incident of child abuse of students by an employee. The Executive Director and Principal may prohibit unsupervised student contact by any PCHS employee who is the subject of investigation of a suspected incident of child abuse until resolved.

No PCHS Human Resources or Board member, with the exception of the Executive Director and Principal and/or designee, shall make any statements or release any information which identifies or could be used to identify a suspected victim or perpetrator of child abuse to the public, media, staff, and/or student body while an investigation is pending.

The Executive Director and Principal shall contact law enforcement authorities concerning a suspected incident of child abuse of a student when the totality of the facts and circumstances warrant the intervention of law enforcement authorities. PCHS personnel shall cooperate to the extent possible with the investigation and prosecution of suspected abuse of a student. PCHS recognizes that any individual may contact law enforcement authorities concerning a suspected incident of abuse of a student.

## **SAFETY**

PCHS is committed to the well-being of all employees, students, and the public. PCHS takes every precaution to assure safety in our school. Be careful at all times and use proper safety procedures. PCHS safety program is overseen by the Director of Student Services working with the Operations Manager. A detailed safety program is in place and all staff are provided with safety rules. In addition, regular drills occur, ensuring understanding of and compliance with safety requirements. If you become aware of a safety issue, report it immediately to the Student Services Director, the Operations Manager or the Human Resources Director.

## **ON-THE-JOB INJURY**

If you are injured while at work, report the accident immediately to your supervisor and ask for an accident report form. An accident report form and other appropriate forms should be completed.

PCHS carries Workers' Compensation Insurance. An accident report must be completed for all on-the-job injuries, whether you go to the doctor or not. **If you go to the doctor, you must bring the Human Resources Department a release from your physician to return to full or modified work before reporting to your work site.** If you have any questions concerning your injury or pay status, you should contact the Human Resources Department.

## **EMERGENCY MANAGEMENT PLAN**

Consult with your department chair or supervisor regarding measures to take in emergency situations involving pupil accident, disasters, vandalism, and fire.

An emergency management plan for PCHS is developed and updated every year. The emergency plan provides for sheltering, evacuation, early dismissal, written notification to students and staff, and an annual drill in conjunction with local and county emergency preparedness administrators. The plan is available for public inspection and there are copies located in the Attendance Office. Questions about the PCHS emergency management plan should be directed to the Director of Student Services.

## **EMERGENCY CLOSING PROCEDURES**

- **Instructional Staff**

On days when the PCHS campus is closed due to hazardous or emergency conditions for students, instructional staff assigned to PCHS do not have to report. Instructional staff includes teachers, teacher aides and assistants, and other employees providing direct instruction or instructional assistance to students (if you have a question regarding your status as either instructional or non-instructional staff, please contact your supervisor). Such days will not be deducted from any accumulated leave. Instructional staff who had previously applied for sick or personal leave for such days are not available for work, and will have such time charged against the appropriate leave accumulation.

On occasions when instructional staff make the determination he/she cannot report on time due to hazardous weather or emergency conditions, and PCHS is open, he/she must call the main office and his/her department chair or immediate supervisor to report his/her absence and take personal leave for the time lost. The same shall apply for staff members who make the determination to leave work early due to extreme weather conditions and secure approval from his/her supervisor before leaving. If the employee does not have personal business leave available, he/she will take the day or time without pay.

- **For Non-instructional Staff**

Administrators and support staff, unless informed otherwise, will be required to report to work on days when program(s) or campuses are closed due to hazardous or emergency conditions for students. It is expected that staff will report to work at the normal required time for his/her position. If the PCHS Executive Director and/or Principal or designee makes the determination to close or delay the opening of offices and buildings for non-instructional staff, such staff members will be paid and will not have such days deducted from accumulated leave. Non-instructional staff members who had previously applied for sick, personal business, or vacation leave for such days

are not available for work, and will have such time charged against the appropriate leave accumulation.

On occasions when non-instructional staff make the determination he/she cannot report on time due to hazardous weather or emergency conditions, and his/her work site is open, he/she must call his/her supervisor to report the absence and take personal business leave, vacation leave, or unpaid leave for the time lost. The same shall apply for non-instructional staff members who make the determination to leave work early due to extreme weather conditions and secure approval from his/her supervisor before leaving. With the approval of his/her immediate supervisor, a non-instructional staff member may arrange to make up such hours lost. In all cases, custodial staff is expected to report to work on time, as soon as conditions allow, or at a time determined by his/her supervisor, to prepare the campuses for opening or to deal with other similar situations.

- **Early Closing**

When PCHS closes a building or campus early due to an emergency or weather related reason, PCHS operations and maintenance staff will remain on duty. Staff will be expected to report to work unless a county-wide state of emergency which results in the roads being closed by order of the Police or County Sheriff, either at PCHS or in the immediate vicinity of their home has been imposed.

- **State of Emergency**

When employees are unable to report to work due to the imposition of a county wide state of emergency which results in the roads being closed by order of County or State personnel, either at PCHS or in the immediate vicinity of their home, payment for non-worked time will be through using accrued vacation or sick time, non-paid time, or as outlined in the appropriate collective bargaining agreement. This will not apply if the employee had previously applied for vacation or personal leave for the day in question. Except for staff members under the various collective bargaining agreements, the same will apply for employees who have previously applied for sick leave. A staff member not reporting due to a state of emergency will notify his or her supervisor as soon as possible.

The radio stations that broadcast emergency closings for PCHS are: **[FILL IN]**

## **REPORTING ACCIDENTS**

No matter how minor, all accidents which occur while working must be reported at the earliest possible time to your department chair or immediate supervisor using the Accident Report Form. Workers' Compensation Insurance coverage is provided for your protection. The PCHS accident reporting procedure and form can be found in Appendix **[FILL IN]**.

## **EMERGENCY CRISIS**

If a life threatening emergency exists, dial 911 for immediate assistance and notify school administration immediately.

## **LOITERERS**

Be alert to the presence of strangers on school premises. Do not hesitate to inquire as to the name and business of any person found on the grounds or in the buildings. Report any questionable person to your department chair, immediate supervisor Executive Director or Principal.



## **VI. DISCIPLINE AND TERMINATION OF EMPLOYMENT**

All discipline will be carried out in accordance with any applicable collective bargaining agreement provisions and/or legal requirements. For those positions which are at-will in nature, PCHS may, in its sole discretion, with or without cause or advance notice utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment.

### **SEPARATION**

Should employees who are not at-will employees of the School decide to leave PCHS, appropriate advance notice is required, as maybe outlined in the applicable collective bargaining agreement.

### **RESIGNATIONS**

Resignations must be submitted to Human Resources in writing. You should give PCHS at least two (2) weeks notice, if possible.

### **RETIREMENT**

Retirement forms should be submitted at least ninety (90) days in advance of the retirement date.

Classified employees of PCHS are required by law to become members of the Public Employees Retirement System (PERS). Should an employee, in the future, go to work for some other school in the state (except San Francisco), or for the State of California, the employee's retirement membership shall be transferred. An employee will retain credit for the service already rendered at PCHS. Should an employee leave after five (5) years of service, the employee may elect to leave funds in PERS or withdraw the entire amount. New full-time employees and former PERS members become members at the beginning of the pay period following their initial employment date. Part-time employees become members if their regular work schedule is four (4) hours or more per day. For more information about CalPERS, or to check on your account, visit their website at [www.calpers.com](http://www.calpers.com), or call them at 888-225-7377.

Any certificated employee working more than four hours a day, automatically becomes a member of the State Teachers Retirement System (STRS). Both the employee and PCHS contribute to this system. The employee's earnings are not covered under Social Security. When the employee retires, or becomes disabled, the employee may receive a STRS pension, based upon the employee's earnings to date. Eligible certificated employees are required to participate in the CalSTRS retirement system. CalSTRS provides benefits based upon a member's years of service, age, and highest compensation level. In addition, benefits are provided for disability and death, with payments, in some cases, going to survivors or beneficiaries of eligible members. Both the employee and PCHS contribute to CalSTRS plan at a level determined by the state

legislature and the Teachers' Retirement Board. The Teachers' Retirement Board has exclusive control over the investment and administration of this fund. For more information about CalSTRS or to check on your account status, visit their website at [www.calstrs.com](http://www.calstrs.com) or call them at 800-228-5453.

## **VII. EMPLOYEE COMPENSATION AND BENEFITS**

### **PERMANENT STATUS**

Permanent employees shall enjoy the rights and benefits outlined in the applicable collective bargaining agreement. For those employees not covered by a collective bargaining agreement, the following policy applies.

### **SALARY**

Rate of pay is determined by the type of position to which an employee is assigned. Employees are listed by classification on a master salary schedule. A salary schedule may be obtained from the Human Resources Department. Salary will be set in accordance with the terms of a collective bargaining agreement if the position is represented, or under the terms of the employee's working conditions if in the non-represented group. Payments for graduate hours and degrees, which may be due under some agreements or working conditions, will only be made following submission of grade reports or other acceptable documentation.

### **PAY DAY**

Employees are paid on a monthly basis. Payroll warrants (pay checks) are normally issued on the tenth day of each month in payment for work performed during the previous month. Warrants will be delivered at the work site or may be picked up from the Payroll Department. Employees must notify the Payroll Department of intent to pick up the warrant at the Educational Services Center. Direct deposit is also available.

### **DEDUCTIONS**

Employee salary is subject to the following compulsory deductions:

- Federal and State Income Tax - The amounts withheld are determined by your salary and the number of dependents for whom you claim exemptions.
- Social Security
- Medicare Insurance
- Public Employees Retirement System (PERS) or State Teacher's Retirement System (STRS)
- State Disability Insurance (SDI)

Employees may also authorize the withholding of additional deductions for things such as credit union deposits, tax-sheltered annuities, and employee organization dues. Information regarding these and other deductions may be obtained from the Human Resources and Payroll Departments.

## **OVERTIME PAY**

Main Office hours are normally 7:00 a.m. – 4:00 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is 8 hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. PCHS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by your supervisor. PCHS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.
- Exempt employees may have to work hours beyond their normal schedule as work demands require. No overtime compensation will be paid to these exempt employees.

## **HEALTH AND WELFARE BENEFITS**

Health and welfare benefits and employee eligibility are outlined in the applicable collective bargaining agreement. For unrepresented employees, eligibility for health and welfare benefits begins if the employee regularly works thirty (30) or more hours per week. Health and welfare benefit brochures are provided to all new full-time employees at the time of employment, or at employee eligibility.

- **Continuous Employee-Paid Health and Dental Insurance:**

An employee going on an approved unpaid leave from PCHS will pay his or her portion of the health and dental insurance premiums for the month providing the employee has worked or is on the payroll at least one day in that month and the said time is a continuation of the previous month's employment. If PCHS is closed due to a holiday or

the employee is on paid benefit, then said days are counted as days of employment for that month. An employee approved for unpaid leave must pay the total premiums for health and/or dental insurance in order to maintain such benefits starting the first day of the month following the effective date of unpaid leave. The employee will be invoiced monthly for insurance premiums. The premium is the amount currently charged PCHS by the health insurance provider and payment will be due on the first of the month. For an employee returning from an unpaid leave, PCHS will pay its portion of the health and dental insurance premium for the month an employee returns to work from unpaid leave providing:

- For 10-Month Employees: The employee submits in writing the intended date of return to work and the employee works at least one-half of the eligible days that could be worked that month.
- For 12-Month Employees: The employee submits in writing the intended date of return to work and the employee works at least one-half of the eligible days that could be worked that month. The employee's work for that month must be continuous with the days of the upcoming months.
- **Discontinued Employee Health and Dental Insurance:**

Any employee who does not continue his/her health and/or dental insurance coverage during an unpaid leave will be re-enrolled on the first day of the month following his/her date of return to work. If you need more information please contact the Human Resources Office.

### **FLEXIBLE BENEFIT PLAN**

PCHS offers a Section 125 flexible benefit plan. This plan allows employees to pay for some health and/or dependent care expenses on a pre-tax or pre-FICA basis. These accounts must be established annually, and are governed by the IRS. Employees cannot "opt" out of an established 125 plan until the next open enrollment period.

### **RETIREMENT BENEFITS**

Employees are eligible to participate in either PERS or STRS depending on their employment classification and as outlined in the applicable collective bargaining agreement.

### **MILEAGE REIMBURSEMENT**

Employees who are required to travel in non-PCHS vehicles while performing their duties are reimbursed for mileage. Your supervisor will supply you with additional information if you are eligible for reimbursement.

### **CONFERENCE ATTENDANCE**

An employee requesting permission to attend a business-related conference must fill out the Conference or Workshop Request, Approval and Expense Voucher in advance. See Appendix **[FILL IN]**. The request must be signed by both your immediate supervisor and the Executive Director or Principal or their designee. Payments will be made to hotels, travel agencies, airlines and conference officials if these expenses are known in advance. No cash or checks will be advanced to an individual attending a conference. All receipts covering approved conference expenses must be submitted to your supervisor for approval then submitted to Finance on a PCHS Expense Report/Reimbursement Form five working days following your return. After attending a conference, the Conference Report Form should be completed. See Appendix **[FILL IN]**.

### **REIMBURSEMENT FOR BUSINESS EXPENSES**

You will be reimbursed for pre-approved business expenses incurred while conducting PCHS business. Such expenses must have the approval of your immediate supervisor. To claim reimbursement, all receipts for expenses **must** be PCHS Expense Report/Reimbursement Form. The receipts must be itemized on the voucher with the date(s) and purpose of the expenditure(s). To be considered for reimbursement, the Employee must have turned in within thirty (30) days of the Fiscal Year end. See Appendix **[FILL IN]**.

## **VIII. HOLIDAYS, VACATIONS, AND LEAVES**

All holidays, vacations, and leaves shall be outlined in the applicable collective bargaining agreement. For those employees not covered by a collective bargaining agreement, the following policies apply.

### **HOLIDAYS**

Represented employees are entitled to time off for the holidays listed in the applicable collective bargaining agreement.

Unrepresented employees are entitled to time off for the holidays based on their work basis and as specified in the schedule attached to their specific annual work contract.

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

To qualify for holiday pay, employees must be a full time in paid status on the working day immediately preceding or following the holiday. Employees who are not assigned to work during the winter school recess receive pay for the two (2) holidays (December 25 and January 1) occurring during that period if they are in paid status on the work day immediately before or after the recess.

### **VACATIONS**

Represented employees are eligible for and accrue vacation in accordance with the applicable collective bargaining agreement.

Unrepresented employees shall be eligible for and accrue vacation in accordance with the schedule attached to their specific annual work contract. Vacation time is to be pre-approved and scheduled with the employee's immediate supervisor.

Paid Vacation Days accrue at a rate consistent with the schedule attached to the employee's annual contract. Employees who are hired at any time other than the start of the school year, will have their vacation pay prorated to the number of months worked in that school year. Unrepresented employees are able to accrue up to the amount specified in their individual contract. If the employee reaches their maximum accrual, they will not continue to accrue Paid Vacation until they have taken Paid Vacation time off.

With approval of the Executive Director or Principal, Paid Vacation may be advanced and used by the employee, but if he/she terminates his/her contract prior to contract end date, any used, unaccrued days will be deducted from final compensation. Unused Paid Vacation 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. Accrued, unused Paid Vacation is paid out at termination of employment with Palisades Charter High School.

## **SICK/ILLNESS LEAVE**

Represented employees shall be granted sick leave in accordance with the applicable collective bargaining agreement.

Unrepresented employees are entitled to 10 paid sick days annually. Paid sick days accrue at a rate consistent with the employee's basis schedule as outlined in their contract. Employees may borrow against the contract year's paid sick days, but if the employee terminates his/her contract prior to their contract end date, any used, unaccrued days will be deducted from the final paycheck. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.

An employee who uses credit for sick/illness leave prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored. Employees who are hired at any time other than the start of the school year, will have their sick pay prorated to the number of months worked in that school year. Use of such leave prior to accrual is solely at the discretion of the Executive Director or Principal.

Employees who resign from any school district (not take a leave) will have their unused illness time honored by PCHS. Please see the Executive Director's Office for necessary paperwork.

## **ILLNESS LEAVE OF ABSENCE**

Represented employees are entitled to Illness Leaves of Absence as listed in the applicable collective bargaining agreement.

The unrepresented employee is entitled to leaves of absence in accordance with Federal and State law, including but not limited to Family Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL), etc. During such leaves, such employees may also apply to the state for benefits such as State Disability Insurance or Paid Family Leave, etc.

## **INDUSTRIAL INJURY/ILLNESS LEAVE (WORKERS' COMPENSATION)**

PCHS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The applicable collective bargaining agreement addresses leave in this section. Otherwise, the workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.



To ensure you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Workers Compensation Coordinator; and
- Provide PCHS with a certification from your health care provider regarding the need for worker's compensation disability leave as well as your eventual ability to return to work from the leave.

It is PCHS's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. PCHS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the PCHS operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the employee's supervisor and to the individual responsible for reporting to PCHS's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to PCHS approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from PCHS's approved medical facility before returning to work.

#### **UNPAID PERSONAL LEAVE OF ABSENCE**

A personal leave of absence without pay may be granted at the discretion of the Executive Director. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

## PERSONAL NECESSITY LEAVE

For all represented employees, the applicable collective bargaining agreement will govern.

All represented and unrepresented employees may use accrued sick leave and shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled. Personal Necessity Leaves may be one of the following:

- a. Death of a close friend or relative not included in the definition of immediate family;
- b. Death of a member of employee's immediate family when time in excess of bereavement leave is required;
- c. Serious illness of a member of the employee's immediate family;
- d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee;
- f. Religious holiday of the employee's faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as a flood, fire or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day;
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena;
- j. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension; and,
- k. Attendance at the school of the employee's own child, ward or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code.

The total number of days allowed in one school year for personal necessity absence shall not exceed six (6) days per school year. If personal necessity absence is taken to attend to the illness of the employee's child, parent, or spouse, up to six (6) additional days may be utilized, if accumulated, in any calendar year (to total 12 maximum days).

The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the main office no less than five (5) working days in advance of a religious holiday, court appearance or school visitation.

## **FAMILY CARE LEAVE**

Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") leave shall be provided in accordance with federal and state law and the applicable collective bargaining agreement.

For employees not covered by a collective bargaining agreement, the following policy demonstrates PCHS's compliance with FMLA and CFRA leave requirements, both of which require PCHS to permit each eligible employee to take up to 12 workweeks of unpaid FMLA leave in any 12-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by PCHS for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- **Events That May Entitle An Employee To FMLA Leave**

The 12-week FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by PCHS, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by PCHS's separate pregnancy disability policy).

3. To care for a spouse, child, or parent with a serious health condition.
  4. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
- Amount of FMLA Leave Which May Be Taken
    1. FMLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working and/or paid eight-hour days.
    2. The "12 month period" in which 12 weeks of FMLA leave may be taken is the 12 month period immediately preceding the commencement of any FMLA leave.
  - Pay During FMLA Leave
    1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
    2. An employee on FMLA leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued paid vacation at the beginning of any otherwise unpaid FMLA leave.
    3. All other FMLA leaves are unpaid leaves.
    4. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
  - Health Benefits
 

The provisions of PCHS's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by PCHS during

the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, PCHS will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he or she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by PCHS. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

2. If PCHS has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, PCHS may request a second opinion by a health care provider of its choice (paid for by PCHS). If the second opinion differs from the first one, PCHS will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

3. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Head of School. An employee asking for a Request for Leave form will be given a copy of PCHS's then-current FMLA leave policy.

2. Employees should provide not less than 30 days' notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt PCHS's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that PCHS will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. In most cases, PCHS will respond to a FMLA leave request within two days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 10 days of receiving the request. If an FMLA leave request is granted, PCHS will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to PCHS's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), PCHS will give the employee a written guarantee of

reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
4. If an employee can return to work with limitations, PCHS will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from PCHS.

- **Limitations on Reinstatement**

1. PCHS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to PCHS's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of PCHS's employees within 75 miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if PCHS determines that substantial and grievous injury to PCHS's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, PCHS will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause PCHS to suffer substantial and grievous injury. If PCHS realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment During Leave**

An employee on FMLA leave may not accept employment with any other employer without PCHS's written permission. An employee who accepts such employment will be deemed to have resigned from employment at PCHS.

## **PREGNANCY DISABILITY LEAVE**

Pregnancy Disability Leave ("PDL") shall be provided in accordance with state law and the applicable collective bargaining agreement. For those employees not covered by a collective bargaining agreement, this policy explains how PCHS complies with the California Pregnancy Disability Act, which requires PCHS to give each female employee

an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle An Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for parental care.

- Duration Of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay During Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.



3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

The provisions of PCHS's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, PCHS will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

- Seniority

An employee on pregnancy disability leave remains an employee of PCHS and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by PCHS. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting And Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave form will be referred to PCHS's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt PCHS's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, PCHS will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, PCHS will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return To Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine PCHS's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, PCHS will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, PCHS will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from PCHS.

- **Employment During Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without PCHS's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### **JURY DUTY/WITNESS LEAVE**

For represented employees, please consult the applicable collective bargaining agreement.

It is the policy of PCHS for employees to provide jury service during periods when the continuity of instruction and school operations will not be adversely affected. For all non-exempt employees called to serve, such employees will be granted paid absence for up to ten (10) days of jury service. For exempt employees, such as teachers, such service will be in paid status so long as such employees provide services to PCHS during any week of jury service. Such work shall be conducted with the employee's supervisor.

If you are on phone call-in duty, you will be expected to come to work until called for service. You will be requested to provide written verification from the court clerk of performance of jury service.

### **VOTING TIME OFF**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working day, whichever allows for more free time. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two (2) days notice.

### **BEREAVEMENT LEAVE**

Employees represented by a collective bargaining unit shall be granted bereavement leave in accordance with the applicable collective bargaining agreement.

For all other employees, such employees are entitled to a leave without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Employees will be

granted up to three (3) days bereavement leave or up to five (5) work days if the family member is more than 200 miles from the employee's home.

### **MILITARY LEAVE**

Employees who wish to serve in the military and take military leave should contact the Executive Director for information about their rights before and after such leave. If you are a reservist called to active duty, you will receive pay for the first thirty (30) calendar days of your military leave, provided you have completed one (1) year of regular employment before your leave begins. Beyond thirty (30) calendar days, leave without pay will be granted for military service without loss of status. Illness and vacation privileges continue to accrue while you are on temporary military leave of up to 180 calendar days. While on leave, you will continue to accrue seniority credit. Upon completion of your military leave, you have a right to return to your former job classification as long as there is a vacancy or if you have more seniority than the least senior employee in your classification. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

### **LEAVE TO ATTEND CHILD'S SCHOOL ACTIVITIES**

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1-12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of forty (40) hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by PCHS, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by the Executive Director;
- Employees can or may use personal necessity leave in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay, and
- Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

### **UNPAID LEAVE TO ATTEND CHILD'S SUSPENSION MEETING**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor and the Executive Director as soon as possible before leaving work. In

agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

**FAILURE TO RETURN FROM LEAVE OF ABSENCE**

Failure to report to work after the expiration of any authorized leave of absence may be grounds for the PCHS to institute dismissal procedures.

## **IX. EMPLOYEE ADVANCEMENT AND PROFESSIONAL DEVELOPMENT**

### **CAREER ADVANCEMENT**

Certificated employees may apply for accelerated longevity increments after completion of approved college work or the equivalent. It is the responsibility of the employee to present additional documentation to PCHS for this increment. The increment will be paid as of the date documentation is presented. Additional requirements are described in the applicable collective bargaining agreement or see the Credentialing Clerk for more information.

### **JOB PROMOTIONS**

Job promotions are based on qualifications and an individual's personal abilities, educational background and related experience, and without regard to race, color, religion, gender, age, national origin, disability, marital or veteran status. If there is a posted position you wish to apply for, please submit your resume to Human Resources for consideration.

### **JOB POSTINGS**

To provide opportunity for career growth, all job openings in PCHS are posted on our bulletin boards and website. Each vacancy notice will give you information on qualifications required and procedures for applying.

### **PROFESSIONAL DEVELOPMENT**

Whenever possible, opportunities are provided for personal skills development. In addition to on-site Professional Development programs, these may include Professional Conferences, college coursework or other approved programs. You should feel free to discuss such opportunities with your immediate supervisor or Human Resources for instructions on how to participate in these programs.

## **X. EVALUATION AND RECORD KEEPING**

### **JOB DESCRIPTIONS**

Each position within the PCHS has a job description. You should review yours regularly. When your responsibilities change, possible revisions to your job description should be discussed with your immediate supervisor. It is the responsibility of both you and your supervisor to keep your job description updated and accurate.

### **PERFORMANCE EVALUATION**

For those employees who are represented by an exclusive representative, the terms of the applicable collective bargaining agreement will dictate the procedures for performance evaluation.

Probationary employees are defined by the collective bargaining agreements. During your probationary period you should be evaluated at least twice. When you have successfully completed your probationary period and receive permanent appointment, you will be evaluated at least once annually, or as outlined in your collective bargaining agreement. Following an evaluation, you are encouraged to discuss the evaluation with your immediate supervisor (evaluator).

For all other employees, each employee will receive periodic performance reviews/evaluations conducted by a supervisor/administrator and reviewed by the Executive Director/Principal. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors including but not limited to attendance, the quality and quantity of the work, knowledge of the job, initiative, work attitude, and attitude toward others. Performance evaluations are intended to make employees aware of progress, areas for improvement, and objectives or goals for future work performance.

After the review, each employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with the supervisor, and that the employees is aware of its contents.

### **PERSONNEL FILES**

At the time of employment, a personnel file is established for each employee and will be maintained in the Human Resources office. Employees should advise PCHS of changes that should be reflected in their personnel files as soon as those changes occur. Such changes include: change in address, telephone number, number of dependents, and person(s) to notify in case of an emergency. Prompt notification of these changes is essential.

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a school representative at a mutually convenient time. No copies of documents in a file may be made, with the exception of previously signed documents. Employees may submit a memorandum responding to any disputed item in the file. However, no action is required of PCHS in response to such a memorandum unless another PCHS policy requires PCHS to take action.

PCHS will restrict disclosure of an employee's personnel file to authorized individuals under legal requirements. Any request for information contained in personnel files must be directed to the Human Resources Director. Only the Executive Director or Principal or their designee are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, PCHS will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

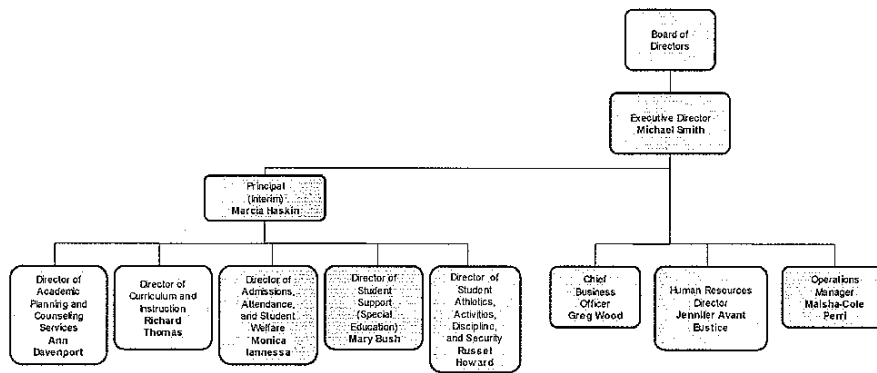


# APPENDIX A

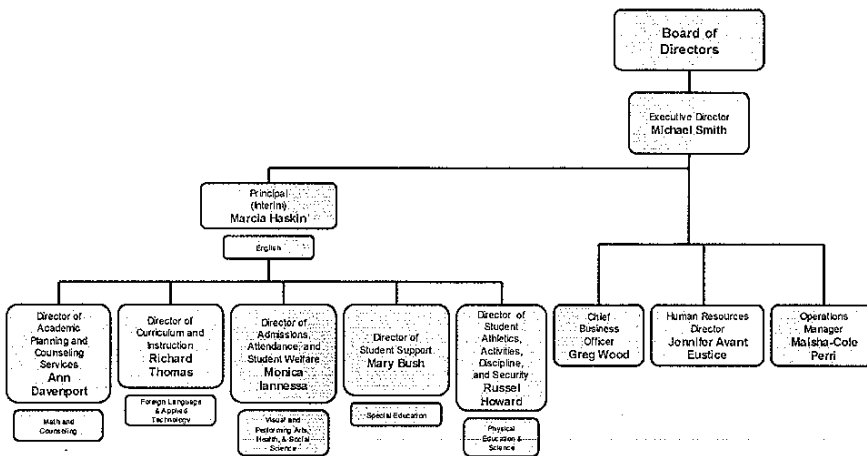
## ORGANIZATIONAL STRUCTURE

(Effective July 1, 2010)

PALISADES CHARTER HIGH SCHOOL EXECUTIVE MANAGEMENT  
2010-2011



PALISADES CHARTER HIGH SCHOOL EXECUTIVE MANAGEMENT  
2010-2011



PCHS Board of Directors

PCHS Staff

## **APPENDIX B**

### **PCHS SCHOOL CALENDAR 2010- 2011**

July 6 – August 2	ESY Summer School
August 23 – 26	Program Adjustment Days
August 25	Parent Orientation Meeting, 7:00 PM – Mercer Hall
August 27, 30	New student registration
September 3	Admissions Day
September 6	Labor Day
September 10	Pupil Free Day
September 13	All classes meet – 0, 1, 3, 5, 2, 4, 6, and 7
September 18	Traveling Parent Meeting – 10:00 AM Crenshaw High School
September 21	Professional Development – 1:55 PM dismissal
September 25	AVID Parent Meeting – 9:00 AM, B101
October 5, 6	CAHSEE Testing
October 13	Back to School Night – 6:30 PM
October 15	Minimum Day*
October 26	Professional Development – 1:55 PM dismissal
November 9, 10	CAHSEE Testing
November 11	Veterans' Day School Holiday
November 22 – 24	Furlough Days
November 25 - 26	Thanksgiving Holidays
December 7	Professional Development – 1:55 PM dismissal
December 17	Minimum Day*

December 20 - January 7	Winter Break	<b>7/6/10 Update</b>
January 17	MLK Holiday	
January 25	Professional Development – 1:55 PM dismissal	
January 28	Minimum Day*	
February 1, 2 February 14	CAHSEE Testing Spring Semester – Periods 0, 1, 3, 5, 7 meet	
February 21	Presidents' Day	
March 8, 9	CAHSEE Testing	
March 15	Professional Development – 1:55 PM dismissal	
March 29	Professional Development – 1:55 PM dismissal	
April 1	Furlough Day	
April 15	Minimum Day*	
April 18- 22	Spring Break	
April 26	Professional Development – 1:55 PM dismissal	
May 2 - 13	AP Exams	
May 10, 11	CAHSEE Testing	
May 11	Minimum Day*	
May 13	Minimum Day* Senior Prom	
May 9 - 27	CST Testing	
May 30	Memorial Day Holiday	
June 2	Open House	
June 3	Minimum Day	

June 23                      Graduation – 6:30 PM  
June 24                      All classes meet-minimum day

**APPENDIX C**

**PCHS OFFICE HOLIDAYS 2010-2011**

- July 5 – Independence Day (Observed)
- August 31 – Admissions Day
- September 6 – Labor Day
- November 11 – Veterans Day
- November 25 & 26 – Thanksgiving
- December 24 – Christmas Eve
- December 31 – New Year’s Eve
- January 3 – New Year’s Day (Observed)
- January 17 – MLK Day
- February 21 – President’s Day
- May 30 – Memorial Day