

Board Report for February 15, 2011

Michael A. Smith, Interim Executive Director

1. Transportation:

(See Board requested Review Presentation on Traveling Student Program)

2. Maggie Gilbert Aquatic Center:

Currently still in the office of Michael Middleton of Middleton, Young and Minney researching and recommending the best path for PCHS in settling the retention account.

3. Fund raising Update:

On the Booster Club/Pali High Annual Giving Campaign side our 50% check for November was for \$8,621.19. The next major fundraiser will be the Silent Auction on March 12th.

4. UTLA-PCHS and PEPSU Update:

No specific updates as of this writing.

5. MYM Opinions:

We have received the binder from our legal firm as requested by the Board.

6. Site Visit with Joel Polacheck:

Discussions continue with Joel Polacheck , LAUSD Maintenance and Operations Director for Charter Schools, on the following topics; #1, Retroactive custodial billing currently being disputed by PCHS, #2 Request for updated LAUSD Staffing Budget for 2010-2011 so we can compare to PCHS Budget due to significant furloughs being given custodial staff #3 DWP settlement info and how PCHS benefits, #4 DSA complaint process re: Brian Barry, #5 Matching funds for science room renovations from the State, #6 Measure Q planning monies and availability, #7 Healthy Foods program, #8 Vacant land on Temescal and outreach to neighbors and finally, #9 LAUSD's participation in the \$6.5million dollars of facilities improvements that have completed at the expense of PCHS?

7. Community Forum Meeting

Held the third meeting with our community members from ; the El Medio and Radcliffe areas, on Thursday, February 3, 2011. We discussed issues regarding noise, lights, traffic and other school related issues. Encourage those in attendance to become involved with our committees and contribute to establishing policy.

**BOARD REPORT FOR PRINCIPAL
TUESDAY, FEBRUARY 15, 2011**

TVN-THE VILLAGE NATION ASSEMBLY

PCHS, under the leadership of the Village Elders of the TVN Program, hosted an assembly last month for our participating African-American students. A group of visiting administrators from the Oakland School District also attended the assembly in hopes of starting a prototype of TVN in their individual schools.

The guests met in the Faculty Cafeteria for breakfast where introductions were made and questions about Pali fielded by Marcia Haskin.

Following this meeting, the group convened in Mercer Hall for the TVN Program. A short video was shown, depicting the focus of the TVN program at Pali, after which the students were organized into seven "circles" of approximately 18 students each.

The purpose of the Councils was to offer students the opportunity to tell the elders and adults their feelings and reflections on their school experiences at Pali.

Council "prompts" had been prepared in advance by a student!

Round One- "Some people think I (am) _____, but I (am) really _____."

Round Two- Share a Story about a teacher/experience at Pali that has had a positive or negative impact on you. Why did it impact you so much?

Round Three- Share a time that something/someone related to TVN at Pali impacted you.

Round Four- Tell us what would have helped you to be more successful, to work harder, or to take advantage of the opportunities at Pali?

Witness Round- Share a word or comment that you heard this morning that had an impact on you.

Each administrator from Oakland participated in a Council circle.

PROFESSIONAL LEARNING COMMUNITIES (PLC'S)

Based on the philosophy and teachings of educator Richard Dufour, ED.D, PCHS embraces the concept of Professional Learning Communities as its infrastructural organization for teaching and learning.

The main purpose of the PLC's is to provide collaboration for faculty around developing standards-based curriculum, the sharing and analysis of student work, the analysis of data

(standardized tests, grade analysis, common assessments, final exams, etc.), inquiry group work, discussion of teaching strategies and research practices.

In the past three years, the depth of our PLC work has increased tremendously. We continue to emphasize PLC professional development a single goal and to continue to monitor and mentor those departments who are under-represented in terms of PLC collaboration.

The PLC leaders met last Monday to practice a protocol for analyzing a piece of student writing, to review data analysis of Mastery Manager (analysis of standard mastery from common assessments), to review the Backwards Planning Model, to discuss Effective Grading Practices (presented at the last Professional Development day by Steve Burr and John Rauschuber), and to take the lead on the WASC process as PLC's.

Minutes from PLC meetings are turned in to the respective administrators over the departments.

A sample of minutes from the Literacy PLC meeting of January 1, 2011 is provided:

Lisa shared her formative assessments with the group. It was helpful to see the graphic organizers, the evidence, support, and structure. It was also interesting to note the students that grasped the standard and those that were still in progress.

The group discussed the fact that administration of the summative literary standard, "Marigolds", should occur by the end of the semester. All Literacy teachers should be using the graphic organizer format. A rubric will be available that addresses "Does not meet the standards", "Meets the Standards", "Exceeds the standards".

Semester two: Teachers will be working with the Persuasive Essay packet supporting the English class 9th grade PLC standards.

"Marigolds" will be placed in your boxes so students can mark on them during the test.

Math Department

Standards

- Teachers meet in 1-4 PLCs weekly according to courses taught each year (ESM, Alg 1, Geometry, Alg 2, Math Analysis)
- Department has met every summer to plan for school year.
- Identified and aligned key essential standards to state standards for all standards-based courses
- Require students to pass with a grade of C or better before advancing to next math level
- Holds students to demonstrating proficiency to essential standards
- Criteria specified for each course by semester
- Establish a common department grading criteria
- Administer department final exams in all courses

IV. B.

- Administer common formative assessments (unit tests or midterms) in ESM, Alg 1, Geom, and Alg 2

Algebra Placement Test

- Measures retention of algebra standards
- Allows students to demonstrate proficiency on algebra standards in multiple ways (PCHS Placement Test, CST scores, LAUSD Algebra 1 End-of-Course Exam).
- Science Dept. uses data for science placement as well.

Enrichment

- Offers honors courses (Geometry, Alg 2, and Math Analysis) and AP courses (Calculus AB and BC, Statistics)
- MESA (Mathematics, Engineering, Science Achievement) Program
- Honors project required in honors courses

Off-Track Courses

- Algebra 1A/2A in Spring, Algebra 1B in the Fall
- Allows students to make up credits right away
- Reorganizes department offerings after the fall semester to respond to and accommodate student needs

Intervention Courses

- CAHSEE Prep Class
- CAHSEE BootCamp
- GAT for students who do not pass Geometry
- Essentials of Math for students who are not ready for Algebra
- Allows students to make up classes online, during summer school, or at a community college

Support

- Tutorial class for Alg 1A and Alg 1B for at-risk 9th graders
- Department office hours (tutoring is available almost every day at lunch or 7th period)
- Midterm/final review sessions

IV. C.
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**PALISADES CHARTER HIGH SCHOOL
CBO REPORT
FEBRUARY 15, 2011
BOARD OF TRUSTEES MEETING**

2009-2010 Updates

- **PCHS will be audited by LAUSD on the financial reporting done in for the 2009-2010 Special Expenditures received to justify PCHS Special Education funding. Auditors came to PCHS last week.**

2010-2011 Updates

Attendance

- **ADA- At the end of Month Five (64 days of instruction), our enrollment was 2,822 (2,844 last month). This amount includes Temescal 65 (65 last month) enrolled students. PCHS' cumulative ADA was 2,742.87 (at 96.1%). Budgeted ADA for the Year is 2,743. Latest Projected ADA that will be funded is 2,730.6 (Down 12 ADA from last month's revised projection) and is used in the latest financial projections (attached). Enrollment by Grade level was: 9th-790, 10th-753, 11th-729 & 12th- 550 students.**

Funding

- **2010-2011 Funding Levels per ADA- No Budget Updates have been received from the State to address current \$6+ billions current estimated State of California Budget Deficit for 2010-2011 and a potential \$25+ billion budget deficit over the next 18 months.**
- **The Legislature to Approve the Reimbursement to School Districts & Charter Schools for 2009-2010 Mandated Costs. PCHS received approximately \$85,300 in unbudgeted revenue in January.**

**PALISADES CHARTER HIGH SCHOOL
CBO REPORT
FEBRUARY 15, 2011
BOARD OF TRUSTEES MEETING**

2010-2011 Budget Updates (continued):

- **The latest 2010-2011 Budget forecast is attached. Mid-Year reviews of Expenses have started and a vendor analysis for: Dues & Subscriptions (A/C 5310), Leases & Rentals (A/C 5610). Consulting & Professional Services (A/C 5810,5821 &5850) are attached with updated projections. A Summary Budget Vs. Actual is also included for your information. The Mid-Year review will continue in conjunction with the Second Interim Report.**
- **Work had begun on the Second Interim Financial Report (which includes annual budget updates and actual results as through January 31, 2011) and will be filed with the CDE by March 15, 2011.**
- **Staffing- The Finance Department is currently down two staff since the beginning of the year for medical/ personal leave reasons**
- **Cafeteria-2010-2011 will be adding sushi to the menu for Students/Employees on Valentines Day as a test. Students have been told and it's on Facebook! The Cafeteria continues the year with two staff out.**
- **The month of January 2011 required numerous Federal and State Reports and Tax Returns (Payroll-Quarterly, Annual) for the 2010 Calendar Year.**
- **The PCHS CBO has been nominated by Los Angeles County Office of Education (LACOE) to serve as one of two Charter School Representatives to serve on a hiring panel for a new Manager of the Retirement processing of Charter Schools.**

PCHS Financials
Profit & Loss Statement
February 8, 2011

	2010-2011		
	Approved Budget	Updated Projection	COMMENTS
ADA	2,742.7	2,730.6	Projected from Using YTD January 2011 Attendance
Revenue:			
Revenue Limit Sources	\$12,329,439	\$ 13,195,205	Updated ADA Funding approved by State
Federal Revenues	1,173,545	1,818,816	Federal Jobs Funding (\$610,000)
Other State Revenues	3,930,360	3,994,592	Prior Year Mandated costs Funded (\$85,000)
Other Local Revenues	5,026,687	5,040,397	
Total Revenues	22,460,032	24,049,011	
Expenses:			
Certificated salaries	10,330,623	10,520,723	Study Hall Est. Costs (1 semester)/Club dolphin
Classified Salaries	2,863,779	2,747,279	Reclass of ED Budgeted in Classified to Certificated
Total employee benefits	4,305,860	4,311,932	
Total Salary & Benefits	17,500,262	17,579,934	
Books and supplies	1,410,903	1,480,903	
Services & other operating expenses	2,902,513	2,900,722	Added Search Firm/Club Dolphin Expenses
Capital Outlays	166,523	166,523	Excludes Pool Construction Expenditures
Facility use fee to LAUSD	428,077	678,077	Est. Additional Fees to LAUSD for Facility Use Fees from 2009/10 not billed
Subtotal-Operating Expenses	22,408,277	22,806,158	
Debt service	90,200	90,200	
Principal repayment	319,800	319,800	
Total debt service	410,000	410,000	
Total Expenses	22,818,277	23,216,158	
Net General Fund Addition/(Reduction)	\$ (358,245)	\$ 832,853	

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95836- Palisades Charter High School
ACCOUNT LIST BY FUND AND OBJECT REPORT
SUMMARY BUDGET VS. ACTUALS

Fiscal Year: 2011

Fund :09.0 - General Fund

ResPrj	Goal	Func	Obj	SchLoc	SubLoc Description	Resource Description	Budgeted Amt	Expended Amt	Encumbered Amt	Remaining Amt	% Left	Comment
00000.0	11100	10000	4100	00000000	Undistributed	Unrestricted Resources	-11,500.00	-	0.00	(11,500.00)	100.00	Lost Textbook Recoveries
00000.0	11100	10000	4100	00001100	English Department	Unrestricted Resources	5,400.00	700.00	700.27	3,999.73	74.07	
00000.0	11100	10000	4100	00003000	Science Department	Unrestricted Resources	12,500.00	3,928.26	0.00	8,571.74	68.59	
00000.0	11100	10000	4100	00004000	Foreign Language	Unrestricted Resources	6,500.00	6,997.88	0.00	5,802.12	89.26	
00000.0	11100	10000	4100	00005000	Social Studies	Unrestricted Resources	6,946.00	5,394.87	3,781.11	(2,228.78)	-32.10	Admin Approved
00000.0	11100	10000	4100	00006000	Technical Education	Unrestricted Resources	8,028.00	3,837.55	2,092.44	2,188.01	27.25	
00000.0	11100	10000	4100	00007000	Visual & Performing Arts	Unrestricted Resources	1,400.00	-	0.00	1,400.00	100.00	
00000.0	11100	10000	4100	00011000	Health/Life Skills	Unrestricted Resources	210.00	-	0.00	210.00	100.00	
00000.0	11100	10000	4100	00050000	Library	Unrestricted Resources	12,000.00	3,501.12	0.00	8,498.88	70.82	
00000.0	11100	10000	4100	00065000	Temescal Academy	Unrestricted Resources	10,000.00	(463.83)	500.67	9,965.16	99.63	Prior Year Refund
30100.0	11100	10000	4100	00040000	AVID Program	IASA: Title I Part A	600.00	-	0.00	600.00	100.00	
42030.0	11100	10000	4100	00013000	ESL	Title III - LEP Student Prog	800.00	1,291.47	799.55	(1,281.02)	-153.88	Admin Approved
Total for Object: 4100-Textbooks							52,884.00	18,825.12	7,784.94	29,274.84	49.88	
00000.0	11100	10000	4300	00001000	English Department	Unrestricted Resources	2,100.00	640.52	1.43	1,458.05	69.43	
00000.0	11100	10000	4300	00002000	Math Department	Unrestricted Resources	2,150.00	0.00	0.00	2,150.00	100.00	
00000.0	11100	10000	4300	00003000	Science Department	Unrestricted Resources	40,200.00	6,634.26	547.33	32,918.41	81.54	
00000.0	11100	10000	4300	00004000	Foreign Language	Unrestricted Resources	3,127.00	882.44	0.00	2,244.56	71.78	
00000.0	11100	10000	4300	00005000	Social Studies	Unrestricted Resources	3,300.00	622.15	48.80	2,629.35	79.68	
00000.0	11100	10000	4300	00006000	Technical Education	Unrestricted Resources	5,975.00	2,614.73	0.01	3,360.26	56.24	
00000.0	11100	10000	4300	00006000	Business Institute Academy	Unrestricted Resources	500.00	0.00	0.00	500.00	100.00	
00000.0	11100	10000	4300	00007000	Visual & Performing Arts	Unrestricted Resources	37,694.00	16,546.02	0.00	21,147.98	56.10	
00000.0	11100	10000	4300	00008000	Physical Education	Unrestricted Resources	3,100.00	2,398.00	0.00	704.00	22.71	
00000.0	11100	10000	4300	00009000	Counseling Department	Unrestricted Resources	9,850.00	2,289.34	0.00	7,560.66	76.76	
00000.0	11100	10000	4300	00010000	Special Education	Unrestricted Resources	11,400.00	2,263.97	285.08	8,901.25	78.08	
00000.0	11100	10000	4300	00011000	Health/Life Skills	Unrestricted Resources	400.00	0.00	0.00	400.00	100.00	Planners over budget/possible reimb from Boosters
00000.0	11100	10000	4300	00014000	Attendance Office	Unrestricted Resources	22,243.00	23,134.28	0.00	(891.28)	-4.01	
00000.0	11100	10000	4300	00015000	Student Information System	Unrestricted Resources	11,000.00	0.00	0.00	11,000.00	100.00	
00000.0	11100	10000	4300	00016000	Study Center	Unrestricted Resources	4,630.00	1,696.81	0.00	2,933.19	63.35	
00000.0	11100	10000	4300	00018000	Main Office	Unrestricted Resources	6,000.00	2,902.96	0.00	3,097.04	51.62	
00000.0	11100	10000	4300	00021000	Nurses Office	Unrestricted Resources	4,485.00	727.72	16.46	3,750.82	83.44	
00000.0	11100	10000	4300	00025000	Magnet	Unrestricted Resources	2,400.00	198.88	0.00	2,201.02	91.71	
00000.0	11100	10000	4300	00030000	MESA Program	Unrestricted Resources	1,250.00	0.00	0.00	1,250.00	100.00	
00000.0	11100	10000	4300	00040000	AVID Program	Unrestricted Resources	1,250.00	142.16	0.00	1,107.84	88.63	
00000.0	11100	10000	4300	00050000	Library	Unrestricted Resources	3,000.00	796.26	637.81	1,575.93	52.53	
00000.0	11100	10000	4300	00060000	Assistant Principals Offices	Unrestricted Resources	3,000.00	2,295.63	0.00	704.37	23.48	
00000.0	11100	10000	4300	00062500	Deans	Unrestricted Resources	5,891.00	3,054.42	0.00	2,836.58	48.15	
00000.0	11100	10000	4300	00065000	Temescal Academy	Unrestricted Resources	10,000.00	1,436.50	0.00	8,563.50	85.64	
00000.0	11100	10000	4300	00071000	Technology	Unrestricted Resources	5,000.00	3,458.45	1,661.00	(317.45)	-6.35	
00000.0	11100	10000	4300	00080000	Small Learning Communities	Unrestricted Resources	3,500.00	39.18	0.00	3,460.82	98.88	
00000.0	11100	10000	4300	00081000	Data Management	Unrestricted Resources	9,511.00	9,308.80	0.00	202.20	2.13	
00000.0	11100	10000	4300	00082000	Community Service	Unrestricted Resources	900.00	448.00	0.00	452.00	50.22	
00000.0	11100	10000	4300	00085000	ACADEMIC DECATLON	Unrestricted Resources	6,900.00	3,749.66	0.00	3,150.34	45.66	
00000.0	11100	10000	4300	00088000	CAHSEE PREP	Unrestricted Resources	3,500.00	1,440.00	0.00	2,060.00	58.96	
00000.0	11100	10000	4300	00091000	Committees of the Board	Unrestricted Resources	1,600.00	1,707.50	0.00	(107.50)	-6.72	Added Board Meetings
00000.0	11100	10000	4300	00092500	Library Program	Unrestricted Resources	4,190.00	2,092.19	-0.00	2,097.84	49.83	
00000.0	11100	10000	4300	00096000	Parent Center	Unrestricted Resources	165.00	0.00	0.00	165.00	100.00	
00000.0	11100	10000	4300	00097000	Tutoring Program	Unrestricted Resources	400.00	0.00	0.00	400.00	100.00	
00000.0	11100	10000	4300	00097500	Testing	Unrestricted Resources	12,550.00	197.98	0.00	12,352.02	98.42	
42030.0	11100	10000	4300	00013000	ESL	Title III - LEP Student Prog	500.00	0.00	0.00	500.00	100.00	
Total for Object: 4300-Materials and Supplies							243,631.00	93,694.63	3,347.62	146,386.80	60.09	

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95836- Palisades Charter High School
ACCOUNT LIST BY FUND AND OBJECT REPORT
SUMMARY BUDGET VS. ACTUALS
Fund :09.0 - General Fund

Fiscal Year: 2011

ReapJf	Goal	Func	Obj	SchlLoc	SchlLoc Description	Resource Description	Budgeted Amt	Expended Amt	Encumbered Amt	Remaining Amt	% Left	Comment
Total for Object: 4360-Office Supplies												
							8,714.00	5,176.71	0.00	3,243.29	37.22	
Total for Object: 4390-Other Supplies												
							92,048.00	8,203.43	2,993.12	80,851.46	87.84	
Total for Object: 4700-Food												
							246,628.00	65,402.92	0.00	181,225.08	73.44	
Total for Major C 4000												
							843,903.00	196,296.78	44,124.78	433,481.46	67.32	
Total for Object: 5210-Mileage & Car Allowances												
							1,500.00	1,944.70	0.00	455.30	30.35	
Total for Object: 5220-Travel and Conferences												
							35,299.00	10,307.08	2,000.00	22,981.94	65.12	
Total for Object: 5310-Dues and Memberships												
							87,286.46	13,942.95	0.00	83,323.61	79.27	
Total for Object: 5440-Pupil Insurance												
							29,500.00	26,135.76	0.00	4,363.23	14.78	
Total for Object: 5450-Other Insurance												
							142,177.38	401,731.84	0.00	40,445.64	28.45	
Total for Object: 5510-Utilities/Maintenance												
							370,013.44	143,536.97	6,537.61	219,838.88	59.41	
Total for Object: 5510-Rentals, Leases and Repairs												
							116,788.00	89,180.85	3,872.00	23,735.15	20.32	
Total for Object: 5800-Other Contracted Services (LACOE)												
							20,000.00	10,986.07	0.00	9,013.93	45.07	
Total for Object: 5810-Contracted Services												
							726,254.33	402,238.58	6,188.42	317,827.33	43.76	
Total for Object: 5811-Transprt Cntrct w Public Agency												
							600,000.00	223,821.03	7,575.00	368,803.97	61.47	
Total for Object: 5812-Transportation Athletic												
							207,000.00	62,774.30	32,000.00	112,225.70	54.22	
Total for Object: 5821-Attorney Fees												
							100,000.00	27,674.48	0.00	72,425.52	72.43	
Total for Object: 5831-Advertising for Personnel												
							10,000.00	0.00	0.00	10,000.00	100.00	
Total for Object: 5840-Computer/Technology Related Serv												
							0.00	1,240.00	0.00	(1,240.00)	0.00	Reclass may be required
Total for Object: 5850-Consulting Contractors(NonEmp)												
							1,162,724.45	9,669.20	64.00	1,142,801.25	99.14	
Total for Object: 5880-Fingprnt,Phys, XRY&Oth Emp Cst												
							2,000.00	1,988.00	0.00	112.00	5.60	
Total for Object: 5890-Other Services												
							60,000.00	30,804.30	0.00	19,065.70	31.19	
Total for Object: 5910-Communications- Telephone												
							35,000.00	12,235.84	269.95	22,504.21	64.30	
Total for Object: 5920-Postage Stamps/Mileters												
							44,000.00	14,180.81	0.00	29,819.19	67.77	
Total for Major C 5000												
							3,709,513.06	1,192,473.73	69,608.98	2,465,630.35	66.55	
Total for Object: 5100-Sites and Improvement of Sites												
							0.00	784,968.10	0.00	-784,968.10	0.00	Foot Expenditures to be Capitalized

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 ACCOUNT LIST BY FUND AND OBJECT REPORT
 SUMMARY BUDGET VS. ACTUALS

Fund :09.0 - General Fund

Fiscal Year: 2011

ResPj	Goal	Func	Obj	Sch/Loc	Sch/Loc Description	Resource Description	Budgeted Amt	Expended Amt	Encumbered Amt	Remaining Amt	% Left	Comment
Total for Object: 6200-Bldg. & Improvement of Bldg												
							29,625.00	22,867.98	1,881.00	4,786.02	16.19	
Total for Object: 8400-Equipment												
							128,898.00	83,827.98	589.85	44,470.17	34.80	
Total for Object: 6500-Equipment Replacement												
							8,000.00	9,511.86	0.00	-1,511.86	-18.90	
Total for Major C												
							166,523.00	911,276.72	2,460.85	-747,213.57	-448.71	
Total for Object: 7289-All Other Trns Out to Allr LAUSD Overnight												
							423,076.52	169,365.25	0.00	253,711.27	62.77	

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Palisades Charter High School
 2010-2011 Mid Year Review
 Account 5310
 Dues Subscriptions

Vendor Name	YTD Expenditures	Original Budget	Projected Budget	Remaining Budget from Original	Comments
ACCREDITING COMMISSION FOR SCHOOLS Total	\$ 756	\$ 720	\$ 756	(36)	
CENTER FOR EDUCATION AND EMPLOYMENT LAW Total	110	500	500	390	
Dues-Booster Reimb 10/10 Total	(5,000)	-	-	5,000	Paid for Houghton Mifflin
Ebsco Subscription Total	122	181	181	59	
FOLLETT SOFTWARE COMPANY Total	1,361	760	1,361	(601)	
Gale Group Total	10,215	10,215	10,215	-	
Houghton Mifflin Total	5,000	-	-	(5,000)	Paid by Boosters
OXFORD UNIVERSITY PRESS Total	1,125	995	1,125	(130)	
PACIFIC PALISADES CHAMBER OF COMMERCE Total	150	150	150	-	
POST PRINTING & PUBLISHING Total	47	47	47	-	
STUDENTMAGS Total	57	504	504	447	
AVENTA	-	30,000	15,000		Distance Learning not in place- 1st Semester
CAHSEE Test Prep	-	2,500	2,500		
Schooldude.com	-	2,695	2,695		Exp to be xferred from 5610
CCSA	-	18,000	-		Membership not being renewed
Total Budget	\$ 13,943	\$ 67,267	\$ 35,034	\$ 53,324	

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Palisades Charter High School
 2010-2011 Mid Year Review
 Leases Rentals
 Account 5610

Vendor Name	YTD Expenditures	Original Budget	Projected Budget	Remaining Budget from Original	Comments
CITY OF LOS ANGELES Total	450	5,470	5,470	5,020	
EDUCATIONAL NETWORKS Total	4,800	2,000	4,800	(2,800)	New modules added
HASLER INC. Total	165	82	165	(83)	
IPARADIGMS, LLC Total	4,594	3,784	4,594	(810)	rate increase
KONICA MINOLTA BUSINESS SOLUTIONS Total	4,175	10,312	10,312	6,137	
MEGAPATH, INC. Total	20,255	12,200	30,972	(8,055)	delay in network project, new vendor 2/15/11
RAYNE WATER CONDITIONER Total	1,230	2,100	2,100	870	
RICOH AMERICAS CORPORATION Total	1,324	2,078	2,078	754	
SCHOOLDUDE.COM Total	2,695	-	-	(2,695)	In 5310 budget
TAMCO CAPITAL CORP. Total	18,201	28,743	28,743	10,542	
TGS NETWORK CONSULTING, INC. Total	16,920	16,920	16,920	-	
TEACHERWEB, INC. Total	3,872	3,744	3,872	(128)	
TELEPARENT EDUCATIONAL SYSTEMS Total	10,500	9,859	10,500	(641)	
COMPLETE BUSINESS SYSTEMS	-	1,900	1,900		
GOLDSTAR LEARNING, INC.	-	5,400	5,400		
HEWLETT-PACKARD COMPANY	-	686	686		
PACKETFUSION	-	9,660			
PRIORITY MAILING SYSTEMS, INC.	-	1,150	1,150		
SADDLEBACK GOLF CARS	-	500	500		
SURVEYMONKEY.COM	-	200	200		
Total Budget	89,181	116,788	130,362	27,607	Maintenance agreement not needed

**Palisades Charter High School
2010-2011 Mid Year Review
Account 5810
Consulting Professional Services**

Vendor Name	YTD Expenditures	Original Budget	Projected Budget	Remaining Budget from Original	Comments
Vendor	233		2,733	(233)	
APPLEONE EMPLOYMENT SERVICES Total	2,650	5,000	5,000	2,350	temp for absent employees
ELIZABETH LESAN Total	3,500		5,000	(3,500)	Actuarial review
EPLER COMPANY Total	929	4,110	4,110	3,181	
HESS AND ASSOCIATES, INC. Total	128		128	(128)	temp for absent employees
KELLY SERVICES, INC. Total	300	1,800	1,800	1,500	
MICROS & BUSINESS SOLUTIONS Total	33,261	120,000	120,000	86,739	Board Approved Contract in June 2010
SODEXO, INC & AFFILIATES Total	12,750	33,000	33,000	20,250	Board Approved Contract in Feb. 2011
UC REGENTS Total			20,000		
SEARCH FIRM		500	500		
LOS ANGELES UNIFIED SCHOOL DISTRICT					
Subtotal General 5810	53,750	164,410	192,271	110,160	
MAXIM HEALTHCARE SERVICES, INC. Total	15,265		15,265	(15,265)	SpEd temp, budgeted SpEd salaries
CHILD COUNSELING BEHAVIOR	3,111	27,000	27,000	23,889	
PAULA MCNAMARA	2,991	8,750	8,750	5,759	
PHYSICAL TP		2,700	2,700		
SPEECH, LANGUAGE AND EDUCATIONAL Total	23,375	46,240	46,240	22,865	
Sub total SPED 5810	44,742	84,690	99,955	39,948	
Contract Serv-LAUSD SpEd Total	249,362	677,134	677,134	427,772	
Contracted Serv-LAUSD Total	27,216	121,228	121,228	94,012	
LAUSD Total Transition Services	27,168	57,879	57,879	30,711	
Total LAUSD 5810 Services	303,746	856,241	856,241	552,495	
Total 5810	407,239	1,105,341	856,241	703,102	

**PROFESSIONAL SERVICES
2010-2011
SUMMARY**

Year To Date Expenditure	2010-2011 Budget	2010-2011 Projected Budget	Remaining Budget from Original	Comments
Other Contracted Services	10,986	20,000	20,000	9,014
Total Budget-General Consulting	53,750	164,410	192,271	110,660
Total Budget-Special Ed Consulting	44,742	84,690	99,955	39,948
Total Budget-Instructional Consulting	17,986	115,344	76,086	97,358
	127,465	384,444	388,312	256,979
Legal & Accounting	27,574	100,000	80,000	72,426
Total Professional Services (Non-LAUSD)	155,040	484,444	468,312	329,405
Total LAUSD Consulting	303,746	1,547,534	1,547,534	1,547,534
Total Professional Services	458,786	2,031,978	2,015,846	1,876,939

LACOE (Financial system support)
Includes UCLA/Search Firm

Lower Legal Charter Renewal/Negotiations

4/4

Palisades Charter High School
 2010-2011 Mid Year Review
 Account 5850
 Instructional Consultants/ LAUSD

Vendor Name	Expenditures	Budget	Budget	from Original	Comments
ELIZABETH BUTLER Total	1,732	-	1,732	(1,732)	other temp services
KELLY SERVICES, INC. Total	741	-	741	(741)	other temp services
TEACHERS ON RESERVE, LLC Total	5,386	16,664	14,191	11,279	Budget inclds other temp services
THE VILLAGE NATION Total	2,000	5,000	5,000	3,000	
CURTIS M. SHAW	-	2,340	2,340	2,340	
KEVIN B. DUNGEY, II	-	2,340	2,340	2,340	
AP Readiness UCLA Contract	-	9,000	9,000	9,000	
DISTANCE LEARNING CONSULTING	-	80,000	40,000	80,000	No first semester distance learning
Sub Total-non LAUSD	17,986	115,344	76,086	97,358	
LAUSD School Police	-	99,100	99,100	99,100	No billings from LAUSD received
LAUSD Custodial	-	592,193	592,193	592,193	No billings from LAUSD received
Sub Total LAUSD 5850	-	691,293	691,293	691,293	
Total 5850	-	806,637	767,379	806,637	

Agenda Information Sheet for the Board Meeting (February 15, 2011)

Date: February 9, 2011

Topic: Discussion Item to Review Consolidated Application Part II filed January 31 2011

Presenter: Gregory Wood

Recommendation: None

As part of our Federal Reporting obligation as a Charter School, PCHS is required to file a Consolidated Application twice a year. Part I is due by June 30th every year and Part II is due on January 31st.

Federal Programs Covered:

Title I (Basic)
Title II Teacher Quality
Title IV Part A- Safe and Drug Free Schools

The Board of Trustees has previously authorized the Executive Director to Sign the Consolidated Application and it is being presented to the Board at this meeting in February.

Number of accompanying materials: Signed Copy of Consolidated Application Part II

2010-11 Consolidated Application for Funding Categorical Aid Programs (Part II)

Consolidated Application

California Department of Education

<p>Purpose: To declare the agency's intent to apply for 2010-11 funding of Consolidated Categorical Aid Programs.</p> <p>CDE Contact: Anne Daniels - 916-319-0295 - ADaniels@cde.ca.gov</p> <p>Legal status of agency: <input type="checkbox"/> School District <input type="checkbox"/> County Office of Education <input checked="" type="checkbox"/> Direct-Funded Charter</p> <p>Date of approval by local governing board: 01/31/2011</p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p> <p>Dates of project duration: July 1, 2010 – June 30, 2011</p> <div style="background-color: #cccccc; padding: 5px; text-align: center; font-size: small;"> Do not return the paper copy of this form to the California Department of Education. The ConApp must be submitted electronically using the ConApp Data System (CADS). </div> <p>Advisory Committees: <i>The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs or programs for English learners.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> Signature-District Advisory Committee (DAC) Patricia Brady Signature-District English Learner Advisory Committee (DELAC) </td> <td style="width: 50%; border: none;"> Date 01/31/2011 Date 01/31/2011 </td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin: 5px 0; text-align: center; font-size: x-small;"> OR, for each committee, check the appropriate box to the right </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign </td> </tr> </table> <p>Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures of the page are on file.</p> <p style="text-align: right;"> Michael A Smith Signature of authorized representative Executive Director 01/31/2011 Signed name of authorized representative Title Date </p> <p><input checked="" type="checkbox"/> Electronic certification HAS been completed. <input type="checkbox"/> Electronic certification has NOT been completed.</p>	Signature-District Advisory Committee (DAC) Patricia Brady Signature-District English Learner Advisory Committee (DELAC)	Date 01/31/2011 Date 01/31/2011	<input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign	<input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign
Signature-District Advisory Committee (DAC) Patricia Brady Signature-District English Learner Advisory Committee (DELAC)	Date 01/31/2011 Date 01/31/2011				
<input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign	<input type="checkbox"/> Committee is N/A <input type="checkbox"/> Committee refused to sign				

2010-11 District Allocation of EIA Funds

California Department of Education	Consolidated Application
<p>Purpose: To allocate Economic Impact Aid (EIA) funds for 2010-11. The results from this page are used to make school-level allocations on page 31.</p> <p>CDE Contact: <i>Mark Klinesteker 916-319-0420 MKlinesteker@cde.ca.gov</i> <i>Chimeng Yang 916-319-0678 CYang@cde.ca.gov</i></p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p> <p><input checked="" type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.</p> <p>SACS Resource Codes: 7090/7091</p> <p style="text-align: center;">Economic Impact Aid (EIA)</p>
1.	Description
1.	2010-11 entitlement (+)
2.	Transferred in (+)
3.	2009-10 carryover (as of 6/30/10) (+)
4.	Repayment of funds (+)
5.	Subtotal (line 1 + 2 + 3 + 4) (=)
6.	Reserved for indirect costs (up to 3%) (-)
7.	Administration and evaluation (up to 10%) (-)
8.	EIA activities operated by the district (up to 2%) (-)
9.	EIA security (may not exceed 32 cents per pupil) (-)
10.	EIA alternative (-)
11.	Adjusted total allocation* (line 5 - 6 - 7 - 8 - 9 - 10) (=)

2010-11 District Allocations of EIA Funds to Schools

California Department of Education

Consolidated Application

<p>Purpose: To allocate EIA funds to schools. Amounts allocated to schools as indicated on this page must be reflected in the Single Plan for Student Achievement.</p> <p>CDE Contact: EIA-SCE: Richard Graham 916-319-0303 RGraham@cde.ca.gov EIA-LEP: Mark Klinesteker 916-319-0420 MKlinesteker@cde.ca.gov</p>		<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p>				
<p><input checked="" type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.</p>						
<p><input type="checkbox"/> The LEA wishes to manually enter LEP & SCE site allocations</p>		<p>2. Standard Per Pupil EIA/LEP \$ 0.0000</p> <p>3. Requested Per Pupil EIA/LEP \$ 0.0000</p> <p>4. Per Pupil EIA/SCE \$ 0.0000</p>				
A	B	C	D	E	F	G
Name of School	School Code	SCE Eligible	Number of LEP Students	Number of EDY Students	LEP Allocation SACS 7091	SCE Allocation SACS 7090
Palisades Charter High	1995836	Yes	61	0	0	0
5. Total EDY at Schools Eligible for SCE				0	0	0
6. Total LEP at Schools NOT Eligible for SCE						
7. Total EDY at Schools funded with SCE						
8. Totals				0	0	0
9. Total Allocation Balance						

2010-11 Federal Transferability

Consolidated Application

California Department of Education

<p>Purpose: To compute the amount of money being transferred to and from various federal programs.</p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p>
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CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov

Notes:

Federal transferability is governed by Title VI in ESEA Section 6123. You may transfer a maximum of 50 percent of any program to other programs.

This district has been identified as a Program Improvement (PI) LEA under ESEA Section 1116 and may only transfer 30 percent of the funds and those funds must be used for PI activities. A single school district (SSD) or a direct-funded charter (DFC) school whose only school is in PI and operating as a Targeted Assistance School (TAS), for the purpose of federal transferability the LEA is restricted to the 30% limit. If the SSD or DFC is operating as a Schoolwide Program (SWP) school, this restriction does not apply.

X

2010-11 Program Entitlements	Amounts Transferred to These Programs				Amounts Retained in Original Program
	Title I, Part A (Basic Grant)	Title II, Part A	Title II, Part D	Title IV, Part A	
Title I, Part A	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Title II, Part A	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Title II, Part D	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Title IV, Part A	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals transferred and used for:					
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

2009-10 Title I, Part A Carryover Calculation and Waiver Request Consolidated Application

California Department of Education

Purpose: To calculate Title I, Part A and applicable, American Recovery and Reinvestment Act, Title I, Part A (ARRA), carryover from fiscal year 2009-10; and, if necessary, to apply for a carryover waiver.
Note: ARRA on this page refers to only the ARRA Title I, Part A funds.

CDE Contact: *Jyoti Singh* 916-319-0372 *JySingh@cde.ca.gov*
Lorene Euerle 916-319-0728 *LEuerle@cde.ca.gov*

Note: Title I, Part A, carryover is limited to 15% unless the LEA received less than \$50,000 in Title I, Part A and ARRA funds in fiscal year 2009-10.

Agency: Palisades Charter High

CD code: 1 | 9 | 9 | 5 | 8 | 3 | 6

This page is not applicable because the LEA did not receive Title I, Part A or ARRA funds in 2009-10.

B. Waiver Determination & Request
 (if line 13 exceeds 15% complete this section)

- 1. This waiver is not applicable because the LEA received less than 50,000 in Title I, Part A and ARRA funds.
- 2. LEA is completing Section C to apply for a waiver to carry over any Title I, Part A funds in excess of 15%. This is not applicable for LEAs with ARRA funds.
- 3. LEA is not eligible for a waiver because the LEA received a waiver in one of the last two years and the LEA did not receive ARRA funds.**
- 4. LEA elects not to request a waiver.**
- 5. The LEA is requesting CDE to waive the 15 percent carryover limit under ESEA, Title I, Section 1127(b)(2). The LEA received supplemental funds under ARRA.

C. Waiver Request Details (applicable only for LEAs with no ARRA funds)

Describe major activities to be funded by the carryover amount on line 12		Amount Budgeted
1.		\$ 0
2.		\$ 0
3.		\$ 0
4.		\$ 0
5.		\$ 0
6.		\$ 0
Total (lines C1 through C6)		\$ 0

A. Carryover Calculation		
1.	2009-10 Title I, Part A Entitlement amount*	\$ 226,529
2.	Transferability - Transfers-in per Section 6123, ESEA	\$ 0
3.	2008-09 Title I, Part A Carryover as of June 30, 2009	\$ 0
4.	Total 2009-10 Title I, Part A funds (Total lines 1 through 3)	\$ 226,529
5.	2009-10 Expenditures and Encumbrances as of June 30, 2010 (7/1/09 to 6/30/10)	\$ 226,529
6.	2009-10 Carryover as of June 30, 2010	\$ 0
7.	Carryover percent as of June 30, 2010 (line 6 / (line 1 + line 2) * 100)	0.00%
8.	2009-10 Expenditures and Encumbrances as of September 30, 2010 (7/1/09 to 9/30/10)	\$ 226,529
9.	2009-10 Title I, Part A Carryover as of September 30, 2010	\$ 0
10.	2009-10 ARRA Entitlement	\$ 0
11.	2009-10 ARRA Carryover as of September 30, 2010	\$ 0
12.	Total Title I, Part A and ARRA Carryover as of September 30, 2010	\$ 0
13.	Carryover percent as of September 30, 2010 (line 12 / (line 1 + line 2 + line 10) * 100)	0.00%

*This amount reflects revised Title I entitlements posted on the CDE website at <http://www.cde.ca.gov/fg/aa/ca/nc/btitle1.asp> 2010-11 ConApp, Part II, page 33 Date: 01/31/2011
 **CDE will invoice LEA to return funds exceeding the 15% carryover limit.

2010-11 District Allocations of Title I, Part A Funds

California Department of Education

Consolidated Application

<p>Purpose: To allocate Title I, Part A, funds for 2010-11. The total Title I, Part A administrative costs are included on lines seven and eight.</p> <p>CDE Contact: <i>Monique Moton 916-319-0733 MMoton@cde.ca.gov</i> <i>Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov</i></p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p> <p><input type="checkbox"/> This page is not applicable because the LEA did not apply for Title I, Part A funds on page 2 of the ConApp.</p>
Description	
1. 2010-11 Title I, Part A entitlement	252,363
2. Transferred in	0
3. 2010-11 amount after transfer (line 1 + 2)	252,363
4. 2009-10 carryover	0
5. Repayment of funds	0
6. Total approved allocation (line 3 +4 + 5)	252,363
7. Reserved for indirect costs	0
8. Reserved for administration	0
9. Adjusted total allocation (line 6 - 7 - 8)	252,363

2010-11 Title I, Part A Reservations (Required)

California Department of Education Consolidated Application

Purpose: To report LEA reservations for Title I, Part A before distributing funds to schools. All reservations reported on this page, except for lines 5-9, are used to provide direct services to eligible Title I, Part A students.	Agency: Palisades Charter High CD code: 1 9 9 5 8 3 6
CDE Contact: Paul Jacobs 916-319-0256 P.Jacobs@cde.ca.gov Bob Storelli 916-319-0482 B.Storelli@cde.ca.gov	

This page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.

A.	Adjusted total allocation (line 9 on page 34)	88,000
B.	Calculation of Equitable Services Percent	
1.	Number of public schools expected to receive Title I, Part A funds per page 8	34,600
2.	PI Schools: Supplemental Educational Services (SES)	0
3.	PI Schools: Parent outreach and assistance for Choice and SES	0
4.	PI LEA: a. Professional Development (PD) (minimum 10%*) set-aside b. 2009-10 PI PD set-aside carryover c. Total PI set-aside (line 5a + line 5b)	0 0 0

If reservation is less than 10%, check below:
 Professional Development funds from PI school-level set-asides will be used to help meet LEA 10% reservation

C.	Required Reservations	
1.	Reservation for Parent Involvement <input checked="" type="checkbox"/> No reservation is mandated because 1% of line 3 on page 34 is \$5,000 or less a. Reserved for Parent Involvement (must be a minimum of 1%)* 0 b. Private school set-aside (% of private school children x reservation) 0 c. Amount remaining 0 d. Public school distribution (95% of "Amount remaining")** 0 e. Balance available for LEA-level parental involvement activities	1 0 0 0 0
2.	Direct and indirect services to homeless children, regardless of their school of attendance	0
3.	Direct and indirect services to children in local institutions for neglected children Check if district does not have local institutions for neglected children or children currently classified as neglected <input checked="" type="checkbox"/>	0
4.	Direct and indirect services to children in local institutions for delinquent children	0
5.	Direct and indirect services to neglected or delinquent children in community day school programs	0
6.	Total Required Reservations	88,000

2010-11 Consolidated Application Comment Form

Page Number	CD Code	District Name
Page 35: 2010-11 Title I, Part A, Reservations (Required)	1995836	Palisades Charter High School Code and Name

Comments

Line 8-Palisades Charter High School does not currently have any enrolled students identified as delinquent.
Line 9-Palisades Charter High School , as a single site LEA, does not maintain a community day program at our location.

2010-11 Consolidated Application Comments Form

Page Number

CD Code

District Name

Page 35: 2010-11 Title I, Part A, Reservations
(Required)

1995636

Palisades Charter High

School Code and Name

Comments

Palisades Charter High School currently serves 4 homeless students. Services provided to this population include: Transportation (School & City). Meals, Student Insurance, Counseling and Social Worker Services and support.

2010-11 Title I, Part A Reservations (Allowed)

California Department of Education

Consolidated Application

<p>Purpose: To report LEA reservations for Title I, Part A before distributing funds to schools. All reservations reported on this page are used to provide direct services to eligible Title I, Part A students.</p> <p>CDE Contact: Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov Bob Storelli 916-319-0482 BStorelli@cde.ca.gov</p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p> <p><input type="checkbox"/> The page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.</p>
<p>1. Total Required Reservations (page 35, line 10)</p>	\$ 0
<p>2. Program Improvement schools: teacher incentives and rewards (maximum 5%*)</p>	\$ 0
<p>3. Professional Development: highly qualified teachers and paraprofessionals - PI activities</p>	\$ 0
<p>Professional Development: highly qualified teachers and paraprofessionals - Not PI activities</p>	\$ 0
<p>4. a. Total reservation</p> <p>b. Reservation for equitable services for private school participants (line 4a. x line B4. on page 35)</p> <p>c. Reserved for public schools (line 4a. - line 4b.)</p>	\$ 0
<p>5. Assistance to schools - PI activities</p>	\$ 0
<p>Assistance to schools - Not PI activities</p>	\$ 0
<p>6. a. Total reservation</p> <p>b. Reservation for equitable services for private school participants (line 6a. x line B4. on page 35)</p> <p>c. Reserved for public schools (line 6a. - line 6b.)</p>	\$ 0
<p>7. Summer school or intersession programs or before and after school programs - PI activities</p>	\$ 0
<p>12. Total Allowable Reservations (sum of lines 2 through 11) \$ 0</p> <p>13. Total LEA Reservations (line 1+ line 12) \$ 122,601</p>	
<p>Final adjusted allocation (line A. on page 35 - line 13) (must be allocated to schools in column J on page 37)</p> <p>a. Title I, Part A, School Allocation: \$ 129,762</p> <p>b. Parental Involvement: \$ 0</p> <p>c. Private School Set-aside: \$ 0</p>	

2010-11 District Allocations of Title I, Part A Funds to Schools

Consolidated Application

California Department of Education

Purpose: To calculate and indicate the amount of funds to be allocated to eligible Title I, Part A public schools and for services to eligible students in private schools. The allocations on this page are to provide direct services to eligible Title I students.

Agency: Palisades Charter High

CD code: 1 | 9 | 9 | 5 | 8 | 3 | 6

The page is not applicable because the LEA did not apply for Title I, Part A funding on page 2 of the ConApp.

CDE Contact: Paul Jacobs 916-319-0256 PJacobs@cde.ca.gov
 Judi Brown 916-319-0942 JBrown@cde.ca.gov

A	B	C	D	E	F	G	H	I	J
Name of School School Code	Grade Span Group	Percent of Low-income Students	Number of Low-income Students	Title I, Part A \$ per Low-income Student	Site-Level Carryover, if Applicable	Title I, Part A (D x E + F = G)	Title I, Part A (Parent Involvement for ESEA, Sec. 1118)	Participating Private School Set-aside	Title I, Part A Total (G + H + I)
Palisades Charter High 1995836	3	32.9	915	141.8164	0	129,762	0	0	129,762

Adjusted total allocations

2010-11 Title I, Part A Program Improvement (PI) Activities and Expenditures Report

California Department of Education

Consolidated Application

<p>Purpose: To report mid-year activities and expenditures and funds encumbered on ESEA Public School Choice (Choice) and Supplemental Educational Services (SES).</p> <p>CDE Contact: Lana Zhou 916-319-0956 LZhou@cde.ca.gov Sandi Ridge 916-319-0243 SRidge@cde.ca.gov</p>	<p>Agency: Palisades Charter High</p> <p>CD code: 1 9 9 5 8 3 6</p> <p><input type="checkbox"/> This page is not applicable because the LEA did not have schools in Program Improvement in 2010-11.</p>										
A. Program Improvement Activities	2010-11 Mid-Year Report										
1. The number of students in PI schools Year 1 and beyond who applied for Choice under the Elementary and Secondary Act (ESEA).	103										
2. The number of students who transferred from PI schools Year 1 and beyond to attend non-PI schools under ESEA.	0										
3. The number of students who transferred from PI schools Year 1 and beyond to attend non-PI schools under a local or state school choice program.	0										
4. The number of students in PI schools Year 2 and beyond who applied for SES.	0										
5. The number of students in PI schools Year 2 and beyond who received SES.	0										
B. Expenditures of Funds Encumbered for Choice Transportation and SES	2010-11 Mid-Year Report										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Title I, Part A Funds</td> <td style="width: 50%;">Non-Title I, Part A Funds</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">5,000</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">5,900</td> <td style="text-align: center;">0</td> </tr> </table>	Title I, Part A Funds	Non-Title I, Part A Funds	0	0	0	0	5,000	0	5,900	0
Title I, Part A Funds	Non-Title I, Part A Funds										
0	0										
0	0										
5,000	0										
5,900	0										
1. Expenditures and funds encumbered for Choice transportation for students who transferred from PI schools to non-PI schools under ESEA.	0										
2. Expenditures and funds encumbered for SES for eligible students enrolled in PI schools Year 2 and beyond.	0										
3. Expenditures and funds encumbered for parent outreach activities for Choice and SES.	0										
4. Total mid-year expenditures and funds encumbered for Choice and SES (B1. + B2. + B3.)	5,900										

2010-11 Consolidated Application Comment Form

Page Number	CD Code	District Name
Page 38: Program Improvement	1995636	Palisades Charter High
		School Code and Name

Comments

Line B1- Palisades Charter High School entered its first year as a P1 school for some of its educational programs, therefore amounts identified are from a PI school to a PI school.

Line B2-Palisades Charter High School is not in P2 status, therefore item is not applicable.

Line B3- Amounts set aside, which include a parent component, by Director of Instruction for new program to address failing students

2010-11 District Allocation of Title I, Part D Neglected, Delinquent, or At-Risk Funds

California Department of Education

Consolidated Application

Purpose: To allocate Title I, Part D Neglected, Delinquent, or At -Risk funds for 2010-11.	Agency: Palisades Charter High CD code: 1 9 9 5 8 3 6	
CDE Contact: Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.
		SACS Resource Code: 3025
Title I, Part D, Subpart 2		
1.	Description	0
2.	2010-11 entitlement	0
3.	2009-10 carryover (as of 6/30/10)	0
4.	Repayment of funds	0
5.	Total approved allocation (line 1 + 2 + 3)	0
6.	Reserved for indirect costs	0
7.	Reserved for administration	0
8.	Adjusted total allocation (line 4 - 5 - 6)	0

2010-11 District Allocation of Title II, Part A Improving Teacher Quality Funds

California Department of Education

Consolidated Application

Purpose: To allocate Title II, Part A Improving Teacher Quality funds for 2010-11.		Agency: Palisades Charter High	
		CD Code: 1 9 9 5 8 3 6	
<p>CDE Contact: Jackie Rose 916 322-9503 JRose@cde.ca.gov Kelly Heffington 916 324-5689 KHeffington@cde.ca.gov</p>			
<p><input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.</p>			
A. All LEAs complete this section		B. Only ESEA Section 2141 LEAs complete this section	
Description	Amount	<input checked="" type="checkbox"/> This section is N/A because LEA is not in 2141 <input type="checkbox"/> The LEA certifies it will follow the agreement of 2141	Amount
1. 2010-11 entitlement	27,457		
2. Transferred in (+)	0		0
3. Transferred out (-)	0		0
4. 2010-11 amount after transfer (lines 1 + 2 - 3)	27,457		0
5. 2009-10 carryover (as of 06/30/2010) (+)	0		0
6. Repayment of funds (+)	0		0
7. Funds available for flexible use under Rural Education Achievement Program (REAP)*	0		0
8. Total approved allocation (line 4 + 5 + 6) (=)	27,457		0
9. Reserved for indirect and administrative costs (-)	0		0
10. Adjusted total allocation (line 8 - 9) (=)	27,457		0
		Professional Development	
		A 1. Professional Development for Teachers	0
		A 2. Professional Development for Administrators	0
		A 3. Subject Matter Project	0
		Exams and Test Prep	
		B 1. Exam Fees, Reimbursement	0
		B 2. Test preparation training and/or materials	0
		Recruitment, Training, and Retaining	
		C 1. Recruitment Activities	0
		C 2. Hiring Incentive, Relocation allotment	0
		C 3. National Board Certification and/or Stipend	0
		C 4. VPSS	0
		C 5. University Course Work	0
		Total Budgeted Amount	0

*If page 2 indicates participation in Title VI, Subpart 1, REAP Flexibility, this will be line 1 - line 3 + line 5 + line 6; otherwise it will be zero.

2010-11 District Allocation of Title III, Part A Funds

California Department of Education Consolidated Application

Purpose: To allocate Title III, Part A funds for 2010-11.		Agency: Palisades Charter High CD code: 1 9 9 5 8 3 6			
CDE Contact: Immigrant: Clifton Davis 916 323-5808 CDavis@cde.ca.gov LEP: Patty Stevens 916 323-5838 PSTevens@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA is not participating in Title III, Part A.			
		SACS Resource Code: 4201	SACS Resource Code: 4203		
Description		Title III, Part A (Immigrant)		Title III, Part A (LEP)	
1.	2010-11 entitlement	0	0		
2.	2009-10 carryover (as of 6/30/10)	(+)	0	0	
3.	Repayment of funds	(+)	0	0	
4.	Total approved allocation (line 1 + 2 + 3)	(=)	0	0	
5.	Reserved for administration and indirect costs (2% cap on Limited English Proficient (LEP))	(-)	0	0	
6.	Adjusted total allocation (line 4 - 5) for LEA use only	(=)	0	0	

2010-11 Title III Immigrant Expenditure Report

California Department of Education

Consolidated Application

Purpose: To report expenditures of Title III Immigrant funds for fiscal year 2010-11.		Agency: Palisades Charter High CD Code: 1 9 9 5 8 3 6					
CDE Contact: Clifton Davis 916-323-5808 CDavis@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA is not participating in Title III Immigrant during 2010-11.					
Sub grantee Activities							
Section 3115 (e)(1) (e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH- (1) IN GENERAL- An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children; (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth; (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (D) identification and acquisition of curricular materials, educational software; and technologies to be used in the program carried out with funds; (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services; (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.	2010-11 Entitlement from line 1 on page 41						
Object Code	Activities			Expenditures			
1000-1999	Certificated Personnel Salaries			\$ 0			
2000-2999	Classified Personnel Salaries			\$ 0			
3000-3999	Employee Benefits			\$ 0			
4000-4999	Books and Supplies			\$ 0			
5000-5999	Services & Other Operating Expenditures			\$ 0			
	Administrative & Indirect Costs			\$ 0			
	Total			\$ 0			

2010-11 Title III LEP Expenditure Report

Purpose: To report expenditures of Title III LEP funds for fiscal year 2010-11.

Agency: Palisades Charter High

CD Code: 1 | 9 | 9 | 5 | 8 | 3 | 6

CDE Contact: *Patty Stevens 916-323-5838 PStevens@cde.ca.gov*

This page is not applicable because the LEA is not participating in Title III LEP during 2010-11.

Required and Authorized Sub grantee Activities

2010-11 Entitlement from line 1 on page 41		Expenditures
Object Code	Activities	Expenditures
1000-1999	Certificated Personnel Salaries	\$ 0
2000-2999	Classified Personnel Salaries	\$ 0
3000-3999	Employee Benefits	\$ 0
4000-4999	Books and Supplies	\$ 0
5000-5999	Services & Other Operating Expenditures	\$ 0
	Administrative and Indirect Costs (2% Cap)	\$ 0
	Total	\$ 0

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

Section 3115(d)

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2009-10 and 2010-11 Title III Cash Management Report

California Department of Education

Consolidated Application

Purpose: To report Title III LEP and/or Immigrant Program expenditures for the 2009-10 and 2010-11 allocations. Consortia Lead is responsible for reporting the entire consortia application.		Agency: Palisades Charter High CD Code: 1 9 9 5 8 3 6		
CDE Contact: Immigrant: Clifton Davis 916 323-5808 CDavis@cde.ca.gov LEP: Patty Stevens 916 323-5838 PStevens@cde.ca.gov		<input checked="" type="checkbox"/> The page is not applicable because the LEA did not participate in either type of funding.		
Description	Allocation Issued Fiscal Year 2009-10		Allocation Issued Fiscal Year 2010-11	
	Immigrant (SACS 4201)	LEP (SACS 4203)	Immigrant (SACS 4201)	LEP (SACS 4203)
1. Entitlement	\$ 0	\$ 0	\$ 0	\$ 0
2. Total expended to date (07/01/09 - 12/31/10)	\$ 0	\$ 0	\$ 0	\$ 0
3. Total expended to date (07/01/10 - 12/31/10)	\$ 0	\$ 0	\$ 0	\$ 0
4. Unexpended funds (line 1 - line 2) or (line 1 - line 3)	\$ 0	\$ 0	\$ 0	\$ 0
5. Interest earned	\$ 0	\$ 0	\$ 0	\$ 0

2009-10 Title IV, Part A (SDFSC), Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

Purpose: To report expenditures and determine available budget resources and to calculate Title IV, Part A (SDFSC), carryover from 2009-10.		Agency: Palisades Charter High								
		CD code:		1	9	9	5	8	3	6
CDE Contact: Shalonn Woodard 916-319-0197 SWoodard@cde.ca.gov Stephanie Papas 916 445-8441 SPapas@cde.ca.gov		<input type="checkbox"/> The page is not applicable. The LEA did not participate in Title IV, Part A (SDFSC), in 2009-10.								
Title IV, Part A Annual Fiscal Report										
A.		B.		Title IV, Part A Carryover Calculation						
1. 2009-10 entitlement amount (must be spent by 9/30/11)										
2. Transferability - Transferred in for Title IV, Part A (SDFSC), use per Section 6123, ESEA		0								
3. Transferability - Transferred out of Title IV, Part A (SDFSC), for use in another program per Section 6123, ESEA		0								
4. 2009-10 REAP funds from other programs flexibly used for Title IV (SDFSC) per Section 6211, ESEA		0								
5. 2009-10 Title IV (SDFSC) REAP funds flexibly used for other ESEA programs per Section 6211, ESEA		0								
6. 2009-09 Title IV (SDFSC) Carryover funds (must have been spent or obligated by 9/30/10)		0								
7. Total 2009-10 Resources		6,028								
8. Total 2009-10 Expenditures and Encumbrances		6,028								
C. Title IV, Part A Carryover Request Justification										
1. Explanation of why these funds could not be spent during fiscal year 2009-10. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2009-10 Title IV, Part A (SDFSC), entitlement.)		2. Description of how these carryover funds will be used to implement the SDFSC Program in fiscal year 2010-11.								
<p>Note: Carryover funds must be spent in accordance with the provisions set forth in Public Law 107-110, Elementary and Secondary Education Act, Title IV, Part A SDFSC.</p>										

2009-10 TUPE Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

Purpose: To determine available budget resources from previous years and to calculate Tobacco-Use Prevention Education (TUPE) carryover from 2008-09.	Agency: Palisades Charter High CD code: 1 9 9 5 8 3 6
--	--

CDE Contact: *Shalonn Woodard 916-319-0197 SWoodard@cde.ca.gov*
Stephanie Papas 916 445-8441 SPapas@cde.ca.gov

The page is not applicable. The LEA did not have any 2007-08 or 2008-09 TUPE carryover funds.

A. TUPE Annual Fiscal Report	B. 2009-10 TUPE Carryover Calculation
1. 2009-10 entitlement	2007-08 unspent TUPE funds* 6. (if line 5 is less than line 3, this is line 3 - line 5) (if line 5 is greater than or equal to line 3, this is "0")
2. 2008-09 TUPE carryover funds (must be spent or obligated by 6/30/11)	7. 2008-09 TUPE carryover funds
3. 2007-08 TUPE carryover funds (must have been spent by 6/30/10)	8. 2009-10 TUPE carryover funds
4. Total 2009-10 TUPE resources (sum of lines 2 and 3)	9. Percent (%) of 2009-10 entitlement to be carried into 2010-11 (line 7 plus line 8 divided by line 1 times 100). If more than 25 percent, complete the bottom section of this page.
5. Total 2009-10 Expenditures/Encumbrances	

TUPE Carryover Request Justification

1. Explanation of why these funds could not be spent during the 2009-10 fiscal year. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2009-10 TUPE entitlement.)	2. Description of how these carryover funds will be used to implement TUPE in the 2010-11 fiscal year.
--	--

Note:

This section is not applicable in the 2010-11 ConApp

Note:

This section is not applicable in the 2010-11 ConApp

*These funds reverted 6/30/10. CDE will bill the LEA for these funds.

2010-11 Consolidation of ESEA Administrative Funds

California Department of Education

Consolidated Application

Purpose: To declare the agency's intent to consolidate ESEA administrative funds and identify what programs will be included in the consolidation.	Agency: Palisades Charter High <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">CD code:</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">9</td> <td style="width: 10%; text-align: center;">9</td> <td style="width: 10%; text-align: center;">5</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">6</td> </tr> </table>	CD code:	1	9	9	5	8	3	6
CD code:	1	9	9	5	8	3	6		

CDE Contact: Julie Brucklacher 916-327-0858 JBruckla@cde.ca.gov

This page is not applicable because the LEA did not participate in any of the listed programs.

Notes:

1. Section 9203 of the Elementary and Secondary Education Act of 1965, as amended by the NCLB Act of 2001, allows an LEA to consolidate, for the administration of one or more programs under ESEA (or such other programs as the U.S. Secretary of Education shall designate), not more than the percentage, established in each program, of the total available for the LEA under those programs.
2. Refer to the instructions for the maximum amount of administrative funds from the different ESEA titles that may be consolidated.
3. An LEA that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year (ESEA Sec. 9203(c)).
4. Pooled costs may be treated as one cost objective. An LEA is not required to keep separate records, by individual program, to account for costs relating to the administration of the programs included in the consolidation (ESEA Sec. 9203(e)).
5. CDE approval to consolidate administrative funds is valid only for the fiscal year requested.

The programs for which this agency is requesting to consolidate administrative funds are indicated by a check in the "YES" box below.

SACS Code	Programs	Yes	No
3010, 3011	Title I, Part A (Basic Programs)		X
3060	Title I, Part C (Migrant Education)		X
3025, 3026	Title I, Part D (Neglected and Delinquent Children)		X
4035	Title II, Part A (Teacher Training and Recruiting)		X
4036	Title II, Part A (Principal Training and Recruiting)		X
4045, 4047	Title II, Part D (Enhancing Education Through Technology)		X
4201	Title III (Immigrant Students)		X
4203	Title III (LEP Students)		X
3710	Title IV, Part A (Safe and Drug-Free Schools and Communities)		X
4124	Title IV, Part B (21st Century Community Learning Centers)		X

October 2010 School-Level Free and Reduced-Price Meals Eligibility Data Collection

California Department of Education

Consolidated Application

<p>Purpose: To collect data used for LEA grant determinations for Title I, Part A as well as several other state and federal categorical programs. Additionally, the data will be used on the Title I ranking page of Part I of the 2011-12 ConApp.</p>		<p>Agency: Palisades Charter High</p>	
<p>CDE Contact: 916-323-8068 frpminfo@cde.ca.gov</p>		<p>CD code: 1 9 9 5 8 3 6</p>	
A	B	C	D
Name of School	Lowest Grade Served	Highest Grade Served	Number of Enrolled Students Ages 5-17
Palisades Charter High 1995836	09	12	2,863
			E
			F
School Code	Charter School Number	Eligible for Free Meals*	Eligible for Reduced-Price Meals*
1995836	0037	801	194

*Eligibility tables can be found at <http://www.cde.ca.gov/ft/nr/sn/eligmaterials.asp>

2010-11 Consolidated Application Contact Pages

California Department of Education

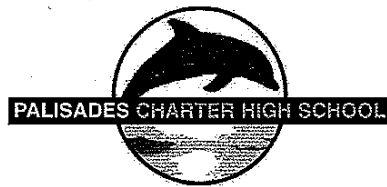
Consolidated Application

Purpose: To maintain a complete listing of contact information for each district.		Agency: Palisades Charter High CD code: 1 9 9 5 8 3 6
CDE Contact: Linda Parker 916-319-0297 LParker@cde.ca.gov		
Consolidated Application	Name: Michael Smith Title: Interim Executive Director Phone: (310) 230-6650 Ext. 7250 FAX: (310) 454-6076 E-mail: masmith@palhigh.org	Salutation: Mr. E-mail: masmith@palhigh.org
Title I, Part A <input type="checkbox"/> Contact is N/A	Name: Richard Thomas Title: Director of Instruction Phone: (310) 230-6623 Ext. 7250 FAX: (310) 454-6076	Salutation: Mr. E-mail: rthomas@palhigh.org
Title I, D, Neglected or Delinquent <input checked="" type="checkbox"/> Contact is N/A	Name: () - Ext. () Phone: () - Ext. () FAX: () - Ext. ()	Salutation: () E-mail: ()
Parent/Family Involvement <input type="checkbox"/> Contact is N/A	Name: Michael Smith Title: Interim Executive Director Phone: (310) 230-6650 Ext. 7250 FAX: (310) 454-6076	Salutation: Mr. E-mail: masmith@palhigh.org
Title II, Part A (Teacher Quality) <input type="checkbox"/> Contact is N/A	Name: Richard Thomas Title: Director of Instruction Phone: (310) 230-6623 Ext. 7250 FAX: (310) 454-6076	Salutation: Mr. E-mail: rthomas@palhigh.org
Title III, Part A (LEP/Immigrant) <input type="checkbox"/> Contact is N/A	Name: Richard Thomas Title: Director of Instruction Phone: (310) 230-6623 Ext. 7250 FAX: (310) 454-6076	Salutation: Mr. E-mail: rthomas@palhigh.org

2010-11 Consolidated Application Contact Pages

Consolidated Application

California Department of Education		Agency: Palisades Charter High	
Purpose: To maintain a complete listing of contact information for each district.		CD code: 1 9 9 5 8 3 6	
CDE Contact: Linda Parker 916-319-0297 LParker@cde.ca.gov			
Title IV (SDFSC)	Name Monica Ianessa	Title Director of Student Services	Salutation Ms.
<input type="checkbox"/> Contact is N/A	Phone (310) 230-6623 Ext. 7277	FAX (310) 454-6076	E-mail mianessa@palhigh.org
<input checked="" type="checkbox"/> Title I, Part A, Supplemental Ed. Services	Name () - Ext. () -	Title () -	Salutation
<input checked="" type="checkbox"/> Contact is N/A	Phone () - Ext. () -	FAX () -	E-mail
Foster Youth Education Liaison	Name Monica Ianessa	Title Director of Student Services	Salutation Ms.
	Phone (310) 230-6623 Ext. 7277	FAX (310) 454-6076	E-mail mianessa@palhigh.org
Homeless Liaison	Name Monica Ianessa	Title Director of Student Services	Salutation Ms.
	Phone (310) 230-6623 Ext. 7277	FAX (310) 454-6076	E-mail mianessa@palhigh.org
Rural Education Achievement Program (REAP)	Name () - Ext. () -	Title () -	Salutation
<input checked="" type="checkbox"/> Contact is N/A	Phone () - Ext. () -	FAX () -	E-mail
School Safety & Violence Prevention AB 1113, 1999	Name Monica Ianessa	Title Director of Student Services	Salutation Ms.
	Phone (310) 230-6623 Ext. 7277	FAX (310) 454-6076	E-mail mianessa@palhigh.org



A CALIFORNIA DISTINGUISHED SCHOOL

Human Resources Report February 15, 2011

- Wellness Day – January 21, 2011
 - 69 participants (67 employees and 2 dependents)
- Recruitment Update –

Pending Positions

- LVN/Asst
- Lifeguards – on going
- Principal/Chief Administrative Officer

IV. F.

Student Representative Report:

1. Crambook Sale Update: On Friday, January 21, 2011, ASB Leadership held the third crambook sale in the quad. Our crambook sales are a nonprofit service for students to give their old crambooks they no longer use to be sold at lower rates than the high prices in bookstores. 100% of the profits are returned to the students who turned their books in. Since the first crambook sale, we've sold approximately 200 of the crambooks. All unused crambooks are planned to be returned to the students who turned them in.

2. Winter Formal Performance Promotion: On Friday, January 28, 2011, DJ Vision from the radio station Power106 came during lunch time to promote the Winter Formal dance. He brought with him a dance crew that go by the name of "The Rejects" His performance encouraged students to purchase tickets and added excitement to the day.

3. Winter Formal Update: On Saturday, February 12, 2010, ASB Leadership held the Winter Formal dance. This was a dance that had been attempted in 2008, but unfortunately had to be canceled due to insufficient ticket sales. Due to the success from this year's event, this is planned to be an annual event to be improved and hopefully become a tradition like Homecoming, or Prom.

4. Valentine's Day Update: On Monday, February 14, 2011, (Valentine's Day) ASB Leadership and GSA teamed up to make Valentine's Day and the first day of second semester as exciting and loving as possible. There were Valentine's Day cards, cookies, flyers, and loving messages. We sold flowers and played "love songs" as well.

5: Upcoming Events:

- ASB Leadership Conference (February 24)
- Senior Auction (Date TBA, possibly March 18)

-Shahin Mohammadi

ASB President & Student Representative

IV.I.

**Board of Trustees Regular Meeting
February 15, 2011
Policy Committee Report**

The Policy Committee is holding its February meeting on Wednesday, February 16, 2011, at 3:30 pm, in the Library. Two items that we will be discussing are:

- Social Networking Guidelines
- Facilities Use Recommendation.

Julia O'Grady
Policy Committee Chair

Board of Trustees Regular Meeting

February 15, 2011

Parent Liaison Report

Booster Club



Dear members of our Board of Trustees,

One of the biggest fundraisers of the year is fast approaching --- "To Pali With Love".

Our online auction opens February 23rd and closes March 8th. The dinner dance and live auction event is on March 12th at the Sheraton Delfina.

WE NEED YOU TO SHOW US THE LOVE! Please come to our event!

On Tuesday, February 15th, the co-chairs of this event will be attending the board meeting to tell you how you can help to make this fundraiser successful.

We would like 100% participation of the Board!

Thank you in advance and we will see you on the 15th!

Candy Beaver, Michele Lynch, Gail Flyer, Christine Kang, Lynn Whitaker and Lori Mendez
Your Auction Chairs

Current Funding Requests and Approvals:

- **Sarah Crompton**, Pali Science Teacher requested and **was approved \$2,100.00** for her annual field trip to the Yosemite Institute Field School.
- **Russ Howard**, Dean and Athletic Director requested \$4000.00 to help fill in the gaps that the budget cuts to the Athletic Department have left for sports teams who are not financially solvent. The request that **was approved was for \$2,000.00.**
- **Steve Yusi**, Pali Resource Teacher requested and **approved \$249.80** to purchase DVD videos to assist students.

- **Brandon Newman, a student** from AP Environment, **requested** an undetermined amount of funds for a beatification project for the front of the school and median areas. This issue **was tabled** for more a more complete proposal.
- **Mr. Schalek**, Pali Physics teacher requested and **was approved \$150.00** for a single issue (20 copies) of *Popular Astronomy: Discover the Constellation*.

New Business

- **American Legion is granting the Booster Club \$10,000 this year.** We have requested that the funds go towards teachers' (and staff) wish list items.
- **“To Pali With Love” Silent Auction Update:** Michele Lynch reported that the web site is up and running and the online auction is starting on February 23rd! The Silent Auction needs donations!!!
- **Save the Date: *To Pali With Love* is March 12, 2011, at the Sheraton Delphina Hotel in Santa Monica.**
- **April 26, 2011 Booster Club Meeting** to be a Spring Phone-A-Thon
- **Hilary Satz** has put together a fundraiser for the Booster Club to sell **stadium seats**. The stadium seats are sold in the student store

RALPH'S & e-SCRIP

Please sign up at www.ralphs.com and register for the Palisades Booster Club! If you sign up online use Pali's NPO: 83449. Also go to www.eScrip.com and register for Pali.

PAC and PTSA – Next Meeting is February 28th: Teen Truth Live Drugs & Alcohol

Teen Truth Live: Drugs & Alcohol
Monday, February 28, 6:30 pm, Mercer Hall

TEEN TRUTH LIVE: DRUGS & ALCOHOL is an interactive, multi-media experience that incorporates a motivational presentation with a 22-minute film that was created with the help of students. The multi-award winning film “TEEN TRUTH: DRUGS & ALCOHOL” focuses on the social issues that can lead teenagers to use drugs and alcohol and the serious consequences teenagers may face when using illicit substances. Using storytelling, humor, real world examples and audience participation, the speaker educates students about the dangerous consequences of drugs and alcohol, motivates the students to think before using, and empowers them to take an active role in preventing drug and alcohol use from occurring in their community.

Palisades Charter High School

Essential Job Responsibilities

Principal Marcia Haskin

As the principal of PCHS, I responsible for the overall running of the school on a daily basis to include the following areas:

A. Safety and Welfare

- 1. Responsible for the safety and welfare of all students, faculty and staff**
- 2. Ensures all emergency drills are held in a timely fashion**
- 3. Ensures that all emergency procedures are communicated to the school and community routinely.**

B. Curriculum and Instruction

- 1. Responsible for providing a rigorous, standards-based instructional program for all students.**
- 2. Responsible for ensuring student progress and academic success**
- 3. Responsible for the analysis of test data and its implication on teaching and learning.**
- 4. Supervises and evaluates management team, providing training and mentoring in all areas of administrative leadership.**
- 5. Supervises instruction, overseeing the evaluation of all teachers.**

Essential duties cont. -Principal

A. School Communication

1. Produces a monthly E-letter for faculty, staff and parents
2. Holds bi-weekly Principal Chats for faculty and staff to promote open dialogue
3. Schedules Professional Development Sessions with faculty and staff
4. Schedules faculty meetings to disseminate information
5. Ensures that Council Program flourishes to maintain and practice sound communication practices for students and staff
6. Schedules and agendas weekly Administrative Team Meetings

B. Leadership and Influence

1. Visits classrooms on a daily basis.
2. Conferences with teachers regarding teaching and learning strategies and practices.
3. Attends department meetings, PLC meetings, and committee meetings

Essential duties cont. -Principal

A. Conflict Resolution

1. Facilitates parent, teacher, student conferences to resolve classroom issues.
2. Establishes the tone, morale and ambience of the school environment on a daily basis.
3. Assists with discipline cases when needed

B. Community Outreach

1. Facilitates articulation with feeder schools.
2. Participates in community outreach meetings
3. Participates in community events to foster relations between PCHS and community businesses.

Director of Curriculum and Instruction Richard Thomas, M. Ed

ESSENTIAL DUTIES:

1. Facilitate the review, consideration, development and implementation of new academic programs.
2. Oversee and actively manage Professional Learning Community (PLC) design, data analysis, professional development, planning, budget and implementation, ensuring accountability for PLCs. Working with the Director of Academic Planning and Guidance Services, support the successful implementation of other existing academic programs.
3. Oversee all new and non-tenured teachers; manage BTSA program for PCHS.
4. Working with the Academic Principal, ensure timely and appropriate professional development for all faculty.
5. Manage Comprehensive Student Assistance Program
6. Manage and Coordinate National Board Certified Teachers activities and action plans
7. Manage Student Success Team
8. Oversee Library, textbook reviews and curriculum.
9. Coordinate Back to School Night and Showcase Night.

Essential duties cont. -- Director Curr/Instr

1. Supervise AVID, EL, PLC, Data Management, Study Center and Temescal Academy Coordinators.
2. Responsible and coordinate Senior Program leading up to Graduation Commencement Exercise
3. Management and Oversight of Temescal Academy Alternative School
4. Manage field trips, conferences and professional development requests and budgets for faculty.
5. Oversight of evaluations and budgets of educational programs.
6. Set and ensure compliance with standards/policies for new and non-tenured teacher performance including response times for evaluations, student/parent inquiries, attendance procedures, meeting attendance, work hours, credentials, etc.
7. Oversee and ensure capital state and federal compliance (single school plan) and address any related issues.
8. Coordinate, manage and ensure all requirements are met for categorical funding, accreditation, NCLB Certification/related information for fall survey, LEA plan, SARC Report and consolidated application.
9. Manage and coordinate the WASC review process.
10. Serve as the Parent Organization liaison.
11. Serve on the Educational Programs Committee.
12. Coordinate and field school-wide issues through monthly Department Chair Meetings
13. Manage student teachers and student observers
14. In Charge of Foreign Language and Technical Education Departments

Director of Student Support Services
Mary M. Bush, M.A., L.E.P

Oversight of Special Education Department

- Supervision of Certificated and Classified Personnel;
- Oversight of Educational Programs for Students with Individualized Education Plans (IEP's);
- Ensure provision of related services to include speech pathologist, occupational therapist, physical therapist, adapted physical education, deaf & hard of hearing itinerant teacher, itinerant teacher of visually impaired, orientation and mobility teacher, least restrictive education counselor, transition teacher, behavior intervention and development, transportation;
- Facilitate organization, with Director of Counseling Services, of Extended School Year;
- Develop contracts for related service providers and ensure services are provided in accordance with IEP;
- Oversight of special education expenditures;

Essential duties cont. – Director Studt Supp Serv

- Provide direction to teachers and administrators regarding compliance issues;
- Monitor compliance with state and federal law;
- Represent the school to resolve issues through Mediation / Due Process;
- Serve as Liason to district and charter school organizations with regard to special education student needs.

Oversight of Section 504 Accommodation Plans

- Supervision and guidance of Section 504 Coordinator;
- Oversight of distribution and implementation of accommodations within school.

**Director of Discipline, Activities and
Athletics – Russ Howard**

- Supervise Dean's and manage all matters in Discipline office
- Supervise School Security and SRO
- Oversee Activities Coordinator
- Oversee and Manage Athletics Programs and Athletic Director
- In Charge of Physical Education and Science Departments



Review of Traveling Student Busing program for Current 10th, 11th and 12th Grade Students

Historical background:

A Memorandum of Understanding (MOU) By and Between The Los Angeles Unified School District (LAUSD) And The Palisades Charter High School (PCHS) Regarding the Integration and Traveling Programs dated 4/9/2010 and signed by Amy Dresser Held addressed the transportation services for Permits with Transportation ("PWT"), Capacity Adjustment Program ("CAP"), Public School Choice ("PSC") and Magnet program students and collectively referred to them as "Traveling Students". The MOU acknowledged that LAUSD had been providing these transportation services in the past but due to the fiscal crisis determined it could no longer solely provide financial support for the Traveling Students without assistance from PCHS. The LAUSD also noted that since we are receiving money from the Federal government for categorical programs we must continue to offer the above mentioned Traveling Students transportation on a phase out basis over the next three (3) years.

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students. The first group; Traveling Program Students are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. The second group, Magnet Operations at Palisades, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. No other students will be eligible to participate in this Magnet program. The final group, Current 8th Grade Students, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD which will also be used as the basis for calculation of the transportation reimbursement payment made by PCHS to LAUSD. For the school year 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000. For 2011-2012, PCHS shall pay and amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000. Finally, for the 2012-2013 school year, PCHS shall pay and amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000. *(The District shall only bear responsibility for the costs associated with transporting eligible Traveling Program Students entering the 12th grade in the 2010-2011 school year.)*

Payment Schedule:

In each of the years set forth in the MOU, PCHS agrees to make payment to the District of the amounts owing as mentioned above in three equal installments on November 1st, February 1st and May 1st.

Review of Services:

The PCHS Traveling Program Students initially began the year sharing buses with Traveling Program Students attending Paul Revere MS. For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes. LAUSD transportation personnel and staff at PCHS experienced communication breakdown and no real solution to this problem. After reaching out to the District, via written communiqué to Mr. John Walsh (attached), we were finally able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. -As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late. As mentioned in the Payment and Funding section, the District determines the eligibility of who rides their buses. Since the beginning of this agreement there have been an extremely uneven number of students on a monthly basis submitted to the transportation personnel at PCHS. The bus log also shows an upward trend in the amount of PCHS students being transported on a monthly basis. This confirms what was previously suspected: LAUSD is violating the MOU by not including transportation eligible students on their bus rosters. As a result, students are having to either board, and pay for, Global buses; cancel their enrollment at PCHS, or fight to have their names put back on the LAUSD roster. This is made even more evident by huge disparity between rosters issued since the beginning of the school year and continuing currently; on 9/17/2010, LAUSD Transportation produced a roster that had the names of 852 students on it. On 10/15/2010, LAUSD Transportation produced a roster in conjunction with the Office of Student Integration that had the names of 486 students on it. On 1/25/2011, Salvador Beltran produced a roster from LAUSD Transportation that had the names of 799 students on it. These roster numbers conflict with the average amount of students riding LAUSD buses since November. LAUSD bus logs indicate; a November Average = 501 Students per day, a December Average = 523.5 Students per day and a January Average = 545 Students per day

Parent Reimbursement and Fundraising:

To date, PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$224.00 I am currently serving as a volunteer at the Northern Trust Open in the Corporate Hospitality Tent hoping to reach out and make connections with potential donors to the transportation fund. I have begun a conversation with representatives of Will I

V. B.

Am and the Black Eyed Peas to look at fundraising opportunities for the Traveling Program Students. Another idea is resurrecting the "Road Scholar Program".

Options for school years 2011-2012 and 2012-2013:

Through documentation of services, that may be inconsistent with the MOU, and conversations with our legal firm, there may be an opportunity to renegotiate the MOU and/or terminate the agreement with LAUSD. We would then consider contracting with an outside vendor for services to transport our continuing Traveling Program Students for the remaining two years, at probably a substantial savings. The savings would come as a result of paying per bus as opposed to paying per student.

**Review of Traveling Student Busing
Program for Current 10th, 11th, and 12th
Grade students**

Board of Trustees Meeting

February 15, 2011

Michael A. Smith, Interim Executive Director

Historical background:

A Memorandum of Understanding (MOU) By and Between
The Los Angeles Unified School District (LAUSD) And The
Palisades Charter High School (PCHS) Regarding the
Integration and Traveling Programs dated 4/9/2010 and
signed by Amy Dresser Held

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students.

- **Traveling Program Students**, are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Magnet Operations at Palisades**, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Current 8th Grade Students**, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

- Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD
- 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000.
 - 2011-2012, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000.
 - 2012-2013 school year, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000.

Review of Services:

For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes.

Mid-October we were able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late.

Parent Reimbursement and Fundraising:

- PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$ 224.00
- Northern Trust Open Corporate Hospitality Tent
- Conversation with representatives of Will I Am and the "Black Eyed Peas"
- "Road Scholar Program"

Options for school years 2011-2012
and 2012-2013:

- Continued outreach for fundraising
- Continued documentation of services provided by LAUSD
- Continued conversations with Middleton, Young and Minney
- Renegotiating MOU with LAUSD

V.B.



Mr. Michael A. Smith
Executive Director
(310) 230-6650
masmith@palihigh.org

Mr. John Walsh
Assistant General Counsel
LAUSD
333 Beaudry Ave.
Los Angeles, CA 90015

Dear Mr. Walsh,

As you may remember, Marcia Haskin, Palisades Charter High School ("PCHS") Interim Principal and I met with you, Estelle Lockett, Richard Boull't and Lisa Hanover on Monday, August 23, 2010 to introduce ourselves and establish a positive working relationship for the benefit of our students.

I am attempting to continue that initial outreach and see if we can resolve some issues that have arisen since September 13, 2010, the first day of school, regarding the transportation of continuing PWT, CAP, Magnet and PSC 10th, 11th and 12th grade students to PCHS for the 2010-2011 school year.

First at issue is the inclusion of 9th grade siblings of continuing 10th, 11th and 12th grade students. At our August 23rd meeting, Ms. Lockett made it very clear that those siblings were not able to ride on LAUSD buses and would need to pay their transportation fees for services provided through PCHS. However, this position is inconsistent with your position on this issue. In an email communication between the former PCHS Executive Director, Amy Dresser Held, and you, dated June 29, 2010, you agreed to having 9th grade siblings share transportation with their brothers and sisters who were continuing students. (A copy of that email is attached) As of this date, many of those parents have been paying for transportation provided by Global Transportation services.

I would believe that the costs incurred by these families need to be reimbursed, by LAUSD, and effective immediately the 9th grade siblings should be allowed to ride the same bus as their brothers and sisters.

Second, since September 13, 2010, the buses provided through LAUSD have consistently arrived late and we have struggled to get your bus drivers to hand out Tardy Passes to

V.B.

facilitate our students getting to class as soon as possible. When the buses arrive late our students miss valuable academic instructional time as well as the opportunity to begin their day with breakfast.

I would see dropping off the PCHS students before the Paul Revere students as a possible remedy or looking into a different route that would allow our students time for breakfast and arrival to their first class of the day on time.

As I look over the Memorandum of Understanding, signed by you for LAUSD on April 20, 2010, and specifically ...item 5. Communications... *The parties agree to work cooperatively to communicate to parents, prospective parents, and the relevant school communities about phasing out of Integration and traveling Programs at Palisades Charter High School and the transportation and enrollment options available for affected students, including the options set forth in section 1 (c) above.* I believe that LAUSD has not been diligent in responding to wording of this item.

Also, with the first payment due, under the MOU on November 1, 2010, as indicated in ...item 6 (c) ... I believe it is necessary for us to convene another meeting to discuss several concerns that have manifested themselves in the first month. I am available to meet with you on any of the following dates; October 25th, 26th, 27th or 28th. I will bring all documentation to that meeting to help us reach an amicable and mutually acceptable agreement to these issues.

I look forward to hearing from you in the next four days to confirm the date and time of our meeting.

Cc PCHS Board of Trustees
Marcia Haskin, Interim Principal
Middleton, Young and Minney, LLP

2/11/2011

V.C.

Palisades Charter High School

Independent Study and Distance Learning Models

Richard Thomas, M. Ed
Director of Curriculum and Instruction

Current Programs at Pali

- BYU Online
- No Independent Study
- Adult Education administered by LAUSD
- SMC Elective College courses
- Temescal Academy Alternative Program and credit recovery with objective to return to Pali on target to Graduate or complete High School diploma requirements of Temescal Academy

Proposed Models

- **Aventa Credit Recovery Courses**
 - 6 week courses supported by Highly Qualified Teachers employed by Aventa
- Assessments completed before and after school by Main Campus students
- Hybrid schedules for Temescal Academy students to increase opportunity to meet graduation requirements
- **Virtual High School**
 - Supported by Pali Teachers vs K-12

Pricing

Credit Recovery Online Program

	Credit Recovery – For each block of 10 Concurrent Annual User Seats
Content, Hosting & Support	\$2000.00
Total	\$2000.00

- Student and Mentor Support Included.
- "Concurrent User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student.
- Mentor Training Required
- Discount applies for a pre-purchased number of seats:
 - o 10- 25 blocks is a 5% discount
 - o 26-50 blocks is a 7% discount
 - o 51-100 blocks is a 9% discount
 - o Over 100 blocks is a 12% discount

Training

Optional: Online Teacher Training	1 Day Onsite	\$2,500.00
Required: Mentor Training	1 Day Onsite	\$2,500.00
	-OR-	
	2 Hour Virtual Session	\$250.00

- Includes Expenses

Pricing

	Advanced Placement Series	Core, World Languages, Elective Series
Content	\$ 99.00	\$ 89.00
Content & Hosting	\$154.00	\$144.00
Content, Hosting & Instruction	\$329.00	\$299.00

- Fee is per student / per semester / per course.
- Long term course licensing available. Pricing varies depending on size of your school.
- Highly qualified instructors.
- Discount applies for a pre-purchased number of seats:
 - 100- 250 seats is a 5% discount
 - 251-500 seats is a 7% discount
 - 501-1000 seats is a 9% discount
 - Over 1000 seats is a 12% discount

* Not able to have concurrent enrollment

Cost Breakdown

- \$2,000 per 10 licenses, any student can be on system at any one given time as long as seat is available, access to licenses are for 365 days, estimate 30 to 50 students can complete program, works out to \$40 to \$66 per seat
- Proposal to purchase 100 licenses for \$19,250
- Projected increase ADA by 5% would yield approximately \$98,000
- Projected decrease in dropout rate and an increase in Graduation Rate by 5%, allowing School to meet AYP Graduation Rate benchmark of 90%
- Currently, Grad Rate is 85%, not meeting AYP

Independent Study Model

- Original Semester Course - \$300/course-(Aventa)
- Credit Recovery Course - \$200/course-(Aventa)
- Enrolled in 6 courses during school year
- Proposal - \$300 x 6 course = \$1,800/students
 - \$1,800 x 100 students = \$180,000
 - Personnel Costs = \$39,000
- Total Projected Costs \$219,000
- ADA per student - \$7,000 x 100 = \$700,000
- Proposed revenue to school - \$481,000
- Pali does its own marketing, enrollment, Educ Serv

Virtual High School

K¹² Online Learning Capabilities and Solutions

\$2,500 Per Student with your teachers

\$4800 Per HS student with K12 teachers/\$4340 for K-8 with K12 teachers

Curriculum

- up to 6 year long courses
- course materials shipping, lease & reclamation

Pupil Recruitment - Local

- mini-site
- event planning support
- collateral
- lead outreach via auto-dialer & electronic

Enrollment Processing

- online enrollment tool (EPR)
- enrollment counselor
- enroll students online
- get reports once a week

Educational Services

- Strategies for Success
- Study Island- remedial tool
- Scantron Performance Testing
- thebigthink¹² - online community
- orientation course package
- teacher hotline & support website
- Naviance - counseling system
- School Messenger
- Turnitin.com - anti-plagiarism tool

Virtual School Model

- K-12 Program with Pali Teachers
 - \$2,500 x 100 students = \$250,000
 - 2 Auxiliaries + 2 Instr Asst + Coordnt = \$ 65,000
 - Total Projected Costs = \$315,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$385,000

Virtual School Model

- K-12 Program with K-12 Teachers
 - \$4,800 x 100 students = \$480,000
 - 2 Instructional Asst + Coordinator = \$ 40,000
 - Total Projected Costs = \$520,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$180,000

Summer School:

- Students that have Failed a Class
- Students that want to Get ahead, enrichment, GATE students, (A-G)
- Classes that Prepare for High School (Such as an 8th Grader)
- Students that want to Explore a New Elective that did not fit into regular schedule, etc.
- Credit Recovery

Could structure school offering K-12 Original Credit classes, Aventa Original Credit Classes and Credit Recovery Classes.

-There is a Family Purchase Plan

Set up a Consumer Pay Website for your families.

They pay us directly for the classes and your school gets a 20% school credit back to use for Aventa or K-12.

Families pay Aventa directly on website.

Aventa would help put fliers together and target students in the community that may benefit from your program.

Families use a code that connects them directly to your program.

Projected Costs – Personnel – \$39,000

Projected Revenue – 1000 students x \$200 course – \$200,000 x 20% = \$40,000



A California Distinguished School

**EDUCATIONAL PROGRAMS COMMITTEE
BY-LAWS
REVISED DECEMBER 1, 2010**

SECTION 1—PURPOSE

The purpose of the Palisades Charter High School (PCHS) Educational Programs Committee is to foster the development of quality educational programs and improved student achievement at PCHS. To accomplish its purpose, the committee will encourage teachers and other stakeholders to participate in the formulation of curricular programs and policies. Specifically, the committee's focus, in accordance with California Education Code Section 47600, will be to:

- Improve pupil learning in measurable ways;
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving;
- Encourage the use of effective and innovative teaching methods; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school.

SECTION 2—FUNCTION

The function of the PCHS Educational Programs Committee shall be to:

- Develop and/or analyze proposals relating to the school's educational programs;
- Use achievement data to help plan and assess educational programs;
- Make recommendations regarding educational matters to the PCHS Board of Trustees; and
- When appropriate, make decisions regarding implementation of programs within the parameters set by the PCHS Board of Trustees. (Decisions incurring liability or involving a major policy change, as determined by the Executive Director, must be brought to the Board.)

SECTION 3—CONSTRUCTION

These bylaws shall be liberally construed to the end that the PCHS Educational Programs Committee fulfills its stated function.

SECTION 4—COMPOSITION AND SIZE

The Educational Programs Committee shall consist of 18 voting members and one ex officio member, with the following composition:

- 1 Academic Principal or his/her designee
- 10 Teachers, each from a different department
- 1 Member of the Counseling Department

- 1 Classified Employee
- 2 Parents (1 traveling)
- 2 Students
- Executive Director (ex officio)
- 1 Community Member

Members should be selected during June of each school year. Those desiring membership may make such request to the Secretary of the committee in May. If more than the number of required members applies, an election should be scheduled for the June committee meeting and those attending that meeting should vote to seat the committee. Those persons receiving the most votes for each stakeholder position shall be seated as a committee member and the runners-up shall be seated as alternates.

Members will serve one-year term, with no term limits. Terms shall commence in June and continue through the next school year. Vacancies shall be filled by alternates or by accepting new applications, if necessary, during the term.

The names of the committee members and officers will be submitted to the Board of Trustees for approval and the committee members' names should be published (on the school website and on the designated bulletin board) in June.

Members may only be removed by the PCHS Board of Trustees upon a petition of three-fourths (3/4) of the Committee, or a motion by a member of the Board.

SECTION 5—CHAIRPERSON

The Committee Chairperson shall be elected by the members, a majority which shall be from the faculty stakeholder group. The responsibilities of the Chairperson are:

- Call meetings;
- Prepare or direct the Secretary to prepare committee agendas;
- Oversee meetings to ensure that the function of the committee is met;
- Present committee reports to the Board of Trustees;
- Act as Parliamentarian or appoint a member to perform that function.

SECTION 6—SECRETARY

The Secretary of the Educational Programs Committee shall perform the following tasks:

- Preserve the committee's books and records;
- At the direction of the Chairperson, prepare and distribute notices of committee meetings;
- Prepare committee reports; and
- In the absence of the Chairperson, the Secretary acts as Chairperson.

SECTION 7—MEETINGS

Regular meetings of the Committee shall be held the first Wednesday of every month at the published time and place, subject to variation due to holiday. An agenda serving also as a notice of meeting shall be issued to Committee members in writing no less than 72 hours prior to a regular meeting. Any stakeholder may request an item be included on the agenda, provided such item is within the function of the committee by contacting the Chairperson of the Committee. Special and emergency meetings may be called on shorter notice, only in accordance with the Brown Act.

SECTION 8—QUORUM

A majority of the members, or alternates, with representation by at least three stakeholder groups constitutes a quorum. The Committee may not take action without a quorum.

SECTION 9—TELEPHONE MEETINGS

A meeting may be held by means of a conference telephone or similar communication only if in accordance with the Brown Act.

SECTION 10—RECOMMENDATIONS

Recommendations to the Executive Director and/or the PCHS Board of Trustees may be made only by a majority vote of the members present at the meeting. If legally permissible, an absent member can vote on an action item by written proxy, if the member was present for discussion on the item at a previous meeting or meetings. Decisions incurring liability or that are a major policy change, as determined by the Executive Director, must be brought to the Board. Such recommendations will be presented as a committee report to the Board at its regularly scheduled or special meetings. The Committee shall observe the Parliamentary rules provided by *Roberts Rules of Order* when considering recommendations to the Board.

SECTION 11-AMENDMENTS

Amendments to these bylaws may be made by the PCHS Educational Programs Committee by timely written request to the Secretary of the Committee in advance of notice of a meeting providing that notice of any proposed amendment or amendments, including text and statement of reasons therefore, is included in the notice of the committee meeting. All amendments must be consistent with the charter, the corporate bylaws, and any other governing document of the school.

SECTION 12—CONFLICTS OF INTEREST

Members of the PCHS Educational Programs Committee shall comply with the Conflicts Code of PCHS.

SECTION 13—SUBCOMMITTEES

The PCHS Educational Programs Committee is authorized to form subcommittees to bring recommendations before the full committee

SECTION 14 – ATTENDANCE

The members of the Committee may revoke a person's membership if that individual misses three consecutive meetings.

SECTION 15 - EFFECTIVE DATES

These bylaws and any amendments shall become effective upon adoption by the PCHS Educational Programs Committee and ratification by the PCHS Board of Trustees unless the committee and the Board expressly determine another effective date.

SECTION 16 – PARTICIPATION

The Educational Programs Committee encourages broad participation throughout the school community and all are welcome to attend and participate in Committee discussions. Only members may vote. Alternates from each stakeholder group may vote in the absence of that stakeholder group's voting member.



KONICA MINOLTA

bizhub

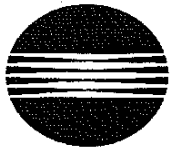
Palisades Charter High School

Proposed Product:

Konica Minolta bizhub PRO 950 Production Printer/Copier/Scanner

Specifications

Imaging System:	High Speed Dual Laser Imaging
Development System:	Smitri Polmerized Toner
Annual Duty Cycle:	9,000,000 pages
Print Copy Speed:	95 pages per minute (8.5" x 11")
Scan Speed:	95 scans per minute (8.5" x 11")
Memory:	256 MB (Standard), 30 GB Hard Disk Drive
Warm Up Time:	5.5 Minutes (approx.) When copier is turn off overnight.
First Copy Out Speed:	3.1 seconds or less (approx.)
Copy Quantity:	1 – 9,999 copies
Magnification:	Zoom Range: 25 – 400%, 0.1% increase, Preset Reduction: 79%, 77%, 65%, 50% Preset Enlargement: 121%, 129%, 155%, 200%
Exposure Modes:	Auto, Text, Photo, Text/Photo, Manual
Standard Paper Supply:	(2) 500 sheet Universal paper trays, 1000 sheet Universal paper tray (Universal paper trays are trays that will adjust from 5"x 7" to 12" x 18"), 150 sheet intelligent bypass (to 12x18)
Paper Weight (Throughput)	11 LB. Bond to 57 LB. Bond (Maximum 244 GSM = 90 LB. Cover – up to 300 GSM through bypass and Large Capacity Tray).
Optional Paper Supply:	4,500 sheet Large Capacity Tray (8.5". x 11")
Maximum Paper Supply:	6,650 sheets of paper total with the Large Capacity Tray
Scanning:	Scanning in TIFF and PDF formats, scan to e-mail (with LDAP), scan to FTP, scan to SMB (desktop), scan HTP
Document Feeder	Document feeder which will automatically turn the paper for 2-sided copying
Auto Paper Detection	Copier will detect the size of the original and match the correct paper size in the output drawer - no paper tray adjustment needed by the teacher.
Network Printing and Scanning	Standard on this bizhub950 Production Printer/Scanner/Copier



KONICA MINOLTA

bizhub 

Konica Minolta is proposing (2) two bizhub950 Production Print Multifunctional copiers for Palisades Teacher Work Room with the following features:

- Base Unit
- Document Feeder
- Stapler Finisher
- 2 & 3 Hole Punch
- Large Capacity Tray
- Scan and Print
- Power Filter

60-Month Lease

60 Month Lease Payment for both copiers \$458.76

Service Maintenance Cost \$990.00*

**Service Maintenance Cost is for (2) bizhub950's and the Canon ir9070 and includes 300,000 copies. It also includes all parts, on site service and all supplies except paper and staples.*

Monthly 60-Month Lease and Service Cost is \$1,448.76

Leadership Team Evaluation Timeline 2010-2011

March 1st – Evaluations Completed

April 12th – Recommendations made to the Board

April 30th – Contracts signed

March 15th is the deadline for notifying teachers and other employees of non-reelections. It is my recommendation to utilize the timeline for the leadership team as well. The proposed timeline would be as follows:

March 1st – Evaluations Completed

March 15th – Recommendations made to the Board

March 30th – Contracts signed

Employee	Title	Reviewer
Mary Bush	Director of Student Support	Haskin
Ann Davenport	Director of Academic Planning and Counseling Services	Haskin
Russel Howard	Director of Student Athletics, Activities, Discipline, and Security	Haskin
Monica Iannessa	Director of Admissions, Attendance, and Student Welfare	Haskin
Richard Thomas	Director of Instruction	Haskin
Jennifer Avant Eustice	Director of Human Resources	Smith
Maisha-Cole Perri	Operations Manager	Smith
Gregory Wood	Chief Business Officer	Smith

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
Palisades Charter								
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		
Santa Monica-Malibu								
	Director of Child Development Services	91,341.80	95,913.40	100,702.80	107,736.40	111,034.00	\$2,452.32 after 3 years at highest step. *Subsequent increments are paid every third year thereafter.	210-222 paid work days
	Director of Adult Education	93,625.40	98,311.40	103,219.60	108,380.80	113,810.40		
	Director of Classified Personnel	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Development and Grants	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Educational Services	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Information Services	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Professional Development and Leadership	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Special Education	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Standards and Assessments	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Student Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Pupil Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Facility Improvement Projects	96,838.62	101,684.88	106,762.02	112,101.12	117,715.50		
	Director of Facility Management	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Transportation Services	68,535.84	71,967.96	75,559.92	79,333.92	83,309.94		
	Director of Human Resources	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Fiscal/Business	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Food Services	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Director of Purchasing and Warehouse	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Asst. Principal (High School)	87,189.90	91,553.70	96,125.40	100,930.20	105,987.00		
	Associate Principal SAMOHI	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Principal/CEO SAMOHI	109,565.88	115,147.06	120,790.20	126,828.60	133,186.68		
	Chief Academic Officer	115,113.66	120,872.34	126,904.08	133,248.84	139,928.82		

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year	
Granada Hills Charter									
	Student Data Services Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00	There are no longevity increments. Classified employees cap-out upon reaching the highest step.	261 paid work days (including holidays)	
	Security/Events Manager	60,492.00	64,424.00	68,612.00	73,071.00	77,821.00			
	Network Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00			
	Plant Manager	55,078.00	58,657.00	62,470.00	66,530.00	70,855.00			
	Cafeteria Manager	59,400.00	63,261.00	67,373.00	71,751.00	76,415.00			
	Student Store Manager	56,439.00	60,107.00	64,014.00	68,175.00	72,607.00			
	Human Resources Manager	83,891.00	89,343.00	95,151.00	101,335.00	107,922.00			
	Chief Business Officer	105,721.00	111,681.00	118,196.00	124,858.00	131,844.00	Step 6	Step 7	
	Director	92,587.00	98,487.00	103,373.00	109,097.00	115,320.00	139,326	147,234	
							121,826	128,700	
Beverly Hills									
	Certificated Management						Step 6	Longevity Increments	Work Days Per Year
	HS Asst. Principal	89,791.00	93,647.00	97,533.00	101,922.00	106,508.00			
	HS Principal	106,222.00	110,821.00	115,550.00	120,748.00	126,182.00			
	Coordinator of Special Ed.	82,704.00	86,350.00	90,444.00	94,432.00	98,565.00			
	Director, Pupil and Special Services	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Adult Ed.	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Educational Technology	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Assessment/Acct.	93,757.00	97,933.00	102,108.00	106,308.00	111,093.00			
	Classified Management						Classified Management: 261 Paid Work Days		
	Custodial Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Food Services Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Purchasing Agent	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Facilities Manager	67,694.00	71,079.00	74,631.00	78,364.00	82,282.00		86,396	
	Director of Maintenance & Operations	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Human Resources Coordinator/Credential Analyst	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Director of Business Operations	81,263.00	85,315.00	89,588.00	94,071.00	98,760.00		103,698	
	Director of Planning and Facilities	96,133.00	100,939.00	105,986.00	111,285.00	116,850.00	122,691		
Centinela Valley Union High School District									
	Principal	112,758.00	119,189.00	124,677.00	127,660.00		224		
	Director	110,524.00	116,360.00	122,194.00	125,176.00				
	Associate Principal	104,825.00	110,343.00	115,860.00	118,843.00				
Culver City Unified School District									
	High School Principal	100,560.00	104,580.00	108,768.00	113,112.00	117,636.00	225		
	HS Assistant Principal	86,988.00	90,464.00	94,094.00	97,856.00	101,761.00	215		
	Assistant Director of Special Education	108,636.00	112,956.00	117,492.00	122,208.00	127,092.00	225		
	Director of Maintenance, Operations and Transportation	87,792.00	91,296.00	94,944.00	98,736.00	102,672.00	225		
	Assistant Superintendent of Business Services	115,380.00	119,988.00	124,788.00	129,780.00	134,964.00	225		
	Director - Human Resources	92,940.00	96,648.00	100,524.00	104,532.00	108,720.00	225		

PCHS Leadership Salary Schedule - approved May 26, 2010

	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME**

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

Chair, Board of Directors, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

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

**BYLAWS
OF
PALISADES CHARTER HIGH SCHOOL**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

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

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

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

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

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

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

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

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

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

ARTICLE V DEDICATION OF ASSETS

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

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII BOARD OF TRUSTEES

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

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

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

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

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

(d) Adopt and use a corporate seal.

Section 3. DESIGNATED TRUSTEES. The designated Trustees (also referred to herein as Board members or Trustees) are described in the Membership section of Element 4 of the Charter School's Charter and will be composed as follows:

(a) The Board shall consist of eleven (11) voting members and one (1) non-voting member who shall be a current PCHS pupil. The majority of the 11 voting members shall be non-interested persons as provided below in Section 4. In addition one (1) representative of the LAUSD will be permitted to serve as a non-voting ex officio member of the Board. The voting members of the Board will consist of the following:

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

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

(c) In accordance with the Charter, Board members shall be drawn from the same geographic areas as the School's pupil body. Among the desired qualifications for Board members should be expertise in the fields of finance, law and ethics, and/or education practice, as well as prior involvement at the school. To run for the position of Board member, an individual should, to the best of his or her knowledge, be an eligible member of the group that he or she will be representing for the entire term. Eligible candidates for the Board must also demonstrate a willingness to actively support and promote the Charter School, as well as a dedication to the Charter School's educational philosophy and goals. Eligible candidates must also have an understanding of the responsibilities of a Trustee, including as outlined in any current Governance Policies.

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

(1) The faculty stakeholder group will elect two credentialed Faculty voting members and the Charter School's pupils will elect one credentialed Faculty voting member.

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

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

(4) The parent stakeholder group will elect its own members. At least one Parent member must be from the communities served by the traveling pupil programs outside PCHS's traditional catchment area.

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

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

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

Section 5. BOARD MEMBERS' TERMS; ELECTIONS.

(a) Board Member's terms shall be as described below:

(1) Faculty Trustees elected by the faculty will serve a two-year term.

(2) Community Trustees will serve a two-year term.

(3) Classified Staff Trustee will serve a two-year term.

- (4) Parent Trustees will serve a two-year term.
- (5) Administrative Trustee will serve a two-year term.
- (6) Faculty Trustee elected by the students will serve a one-year term.
- (7) Pupil Trustee will serve a one-year term.

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

(c) Elections shall be held at least annually and terms will begin at the earlier of either (i) first regularly scheduled Board meeting held after the expiration of the prior Trustee(s)'s term(s) or (ii) fourteen (14) days after the expiration of the prior Trustee(s)'s term(s). The Election Committee shall be authorized to conduct a separate annual election for the faculty Board Member elected by pupils and for the pupil Trustee so as to permit such elections to occur prior to the close academic year.

Section 6. ELECTION COMMITTEE. The Board shall appoint an Election Committee. The Election Committee shall be comprised of representatives of all stakeholders. The duties of the Election Committee shall include (a) organizing and running the annual elections for the Board in a timely manner including the establishment of voting procedures to be submitted to and approved by the Board; (b) creating guidelines for candidates; advertising for open positions; (c) informing candidates of the duties and responsibilities of the position; (d) obtaining necessary information from candidates; (e) confirming candidate eligibility according to the composition criteria set forth in Section 3 of this Article VII; (f) informing stakeholders of meetings, candidate forums and elections; (g) creating ballots; (h) supervising the election process; (i) assuring the security and integrity of ballots; (j) counting all ballots, tabulating results and reporting results to all stakeholders; and (k) conducting run-off elections, as needed.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT CANDIDATE. No corporate funds may be expended to support a candidate.

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

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

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

Section 9. RESIGNATION OF BOARD MEMBERS. Except as provided below, any Board member may resign for any reason by giving written notice to the Chair of the Board, if any, or to the Vice-Chair or the Secretary of the Board. Board members who cease, for any reason, to be an eligible member of the group that he or she was elected to represent will be obligated to notify the Chair of the Board, if any, or the Vice-Chair or the Secretary of the Board of such ineligibility and must submit their resignation from the Board immediately prior to the next regularly scheduled annual elections for the Board (even if their original term of office has not expired) and the Election Committee will include their position in such election as a vacant position. The resignation shall be effective when the notice is given.

Section 10. BOARD MEMBER MAY NOT RESIGN IF NO BOARD MEMBER REMAINS. Except on notice to the California Attorney General, no Board member may resign if the corporation would be left without a duly elected Board member or members.

Section 11. VACANCIES FILLED BY SPECIAL ELECTION.
A vacancy on the Board shall be filled when necessary by holding a special election.

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

Section 13. PLACE OF BOARD OF TRUSTEES MEETINGS. Meetings shall be held at the principal office of the corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and

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

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

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

Section 16. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the Vice-Chair, the president, the Secretary, or a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

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

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

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

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

Section 18. TELECONFERENCE MEETINGS. Board members may participate

in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- (a) At a minimum, a majority of the voting Board members then in office shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- (d) All locations where a member participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

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

Section 20. ADJOURNMENT. A majority of the Board members present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Board members who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 21. CLOSED SESSION MEETINGS. Closed session meetings of the Board shall be posted and run in compliance with the provisions of the Brown Act. Unless otherwise dictated by need and approved by a majority of the Board, only voting members of the Board

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

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

may participate in closed session meetings.

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

Section 23. CREATION OF POWERS OF COMMITTEES. The Board may create one or more standing and/or ad hoc committees, to serve at the pleasure of the Board. Standing committees currently include the following: (1) the Budget and Finance Committee; (2) the Educational Programs Committee; (3) the Operations, Facilities and Technology Committee; (4) the Communications Committee; (5) the Policy Committee. Ad hoc committees currently include the Election Committee. Authorized committees that exercise the authority of the Board, shall consist of two or more Board members. Unless otherwise changed by Board approval, the only committee that is authorized to exercise the authority of the Board is the Grade Appeals Committee. Standing committees shall hold elections for their members. These committees shall consist of individuals elected to committee membership according to the Charter and the respective committee's bylaws. The goal is for teachers to comprise at least 50% of each standing committee. Committees shall report to the Board on a periodic basis. Subject to the approval of the Board, each standing committee shall establish its own bylaws to address, among other matters, purpose, committee membership, elections, meetings, and duties. Committees of the Board shall have all the authority to the extent provided in the Board's resolution establishing the committee, except that committee actions potentially involving substantial liability or major policy decisions, as determined by the PCAO or the Board, shall be approved by the Board and no committee may:

(a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the Board or approval of a majority of all Board members;

(b) Fill vacancies on the Board or any committee of the Board;

(c) Fix compensation of the Board members for serving on the Board or on any committee;

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

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

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

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

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept, and shall be posted on the PCHS website under the Governance section. In addition each committee's minutes shall be kept in each committee's binder residing in the PCAO's office. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF BOARD MEMBERS. No Board member shall be personally liable for the debts, liabilities, or other obligations of this corporation.

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

ARTICLE VIII OFFICERS OF THE CORPORATION

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

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

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

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

Section 5. REMOVAL OF OFFICERS. Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights

of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

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

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

Section 8. CHAIR OF THE BOARD. The Chair of the Board shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 9. VICE-CHAIR OF THE BOARD. In the absence of the Chair, the Vice-Chair shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 10. PRESIDENT. The chief officer of the Charter School shall be the president, also known as the Principal and Chief Administrative Officer (PCAO). Subject to such supervisory powers as the Board may give to the Chair of the Board, if any, and subject to the control of the Board, and subject to the president's contract of employment, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president shall have such other powers and duties as the Board or the bylaws may require.

Section 11. VICE-PRESIDENTS. The vice-president is also known as the _____. Subject to the vice-president's contract of employment, if the president is absent or disabled, the _____ or such other vice president as may be designated by the Board, shall perform all duties of the president. When so acting, the vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the Board or the bylaws may require.

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

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and bylaws, as amended to date.

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

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

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

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

ARTICLE IX CONTRACTS WITH TRUSTEES

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

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

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

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

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

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

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

ARTICLE X CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES

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

ARTICLE XI LOANS TO TRUSTEES AND OFFICERS

This corporation shall not lend any money or property to or guarantee the obligation of any Trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Trustee or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

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

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

This corporation shall keep:

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

and

ARTICLE XV INSPECTION RIGHTS

Section 1. BOARD MEMBERS' RIGHT TO INSPECT. Every Board member shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Board member's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of confidential employee records or pupil educational records, etc.) pertaining to access to books, records, and documents.

Section 2. REQUESTS FOR PUBLIC RECORDS. This corporation shall comply with the requirements of the California Public Records Act. (See Government Code Section 6250 et seq.).

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by any stakeholder at all reasonable times during office hours. If the corporation

has no business office in California, the Secretary shall, upon written request, furnish a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

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

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

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

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

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

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

**ARTICLE XVII
AMENDMENT TO BYLAWS**

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Palisades Charter High School, a California nonprofit public benefit corporation; that these bylaws, consisting of sixteen (16), are the bylaws of this corporation as amended by the Board on October 20, 2009 February xx, 2011; and that these bylaws have not been amended or modified since that date.

Executed on February 15, 2011, at Pacific Palisades, California.

Susan Frank, Secretary

PCHS Bylaws Committee 2010-2011

John Callas
Julia O'Grady
Carol Osborne
John Riley

Review of Traveling Student Busing program for Current 10th, 11th and 12th Grade Students

Historical background:

A Memorandum of Understanding (MOU) By and Between The Los Angeles Unified School District (LAUSD) And The Palisades Charter High School (PCHS) Regarding the Integration and Traveling Programs dated 4/9/2010 and signed by Amy Dresser Held addressed the transportation services for Permits with Transportation ("PWT"), Capacity Adjustment Program ("CAP"), Public School Choice ("PSC") and Magnet program students and collectively referred to them as "Traveling Students". The MOU acknowledged that LAUSD had been providing these transportation services in the past but due to the fiscal crisis determined it could no longer solely provide financial support for the Traveling Students without assistance from PCHS. The LAUSD also noted that since we are receiving money from the Federal government for categorical programs we must continue to offer the above mentioned Traveling Students transportation on a phase out basis over the next three (3) years.

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students. The first group; Traveling Program Students are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. The second group, Magnet Operations at Palisades, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. No other students will be eligible to participate in this Magnet program. The final group, Current 8th Grade Students, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD which will also be used as the basis for calculation of the transportation reimbursement payment made by PCHS to LAUSD. For the school year 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000. For 2011-2012, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000. Finally, for the 2012-2013 school year, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000. *(The District shall only bear responsibility for the costs associated with transporting eligible Traveling Program Students entering the 12th grade in the 2010-2011 school year.)*

Payment Schedule:

In each of the years set forth in the MOU, PCHS agrees to make payment to the District of the amounts owing as mentioned above in three equal installments on November 1st, February 1st and May 1st.

Review of Services:

The PCHS Traveling Program Students initially began the year sharing buses with Traveling Program Students attending Paul Revere MS. For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes. LAUSD transportation personnel and staff at PCHS experienced communication breakdown and no real solution to this problem. After reaching out to the District, via written communiqué to Mr. John Walsh (attached), we were finally able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. -As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late. As mentioned in the Payment and Funding section, the District determines the eligibility of who rides their buses. Since the beginning of this agreement there have been an extremely uneven number of students on a monthly basis submitted to the transportation personnel at PCHS. The bus log also shows an upward trend in the amount of PCHS students being transported on a monthly basis. This confirms what was previously suspected: LAUSD is violating the MOU by not including transportation eligible students on their bus rosters. As a result, students are having to either board, and pay for, Global buses; cancel their enrollment at PCHS, or fight to have their names put back on the LAUSD roster. This is made even more evident by huge disparity between rosters issued since the beginning of the school year and continuing currently; on 9/17/2010, LAUSD Transportation produced a roster that had the names of 852 students on it. On 10/15/2010, LAUSD Transportation produced a roster in conjunction with the Office of Student Integration that had the names of 486 students on it. On 1/25/2011, Salvador Beltran produced a roster from LAUSD Transportation that had the names of 799 students on it. These roster numbers conflict with the average amount of students riding LAUSD buses since November. LAUSD bus logs indicate; a November Average = 501 Students per day, a December Average = 523.5 Students per day and a January Average = 545 Students per day

Parent Reimbursement and Fundraising:

To date, PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$224.00 I am currently serving as a volunteer at the Northern Trust Open in the Corporate Hospitality Tent hoping to reach out and make connections with potential donors to the transportation fund. I have begun a conversation with representatives of Will I

V. B.

Am and the Black Eyed Peas to look at fundraising opportunities for the Traveling Program Students. Another idea is resurrecting the "Road Scholar Program".

Options for school years 2011-2012 and 2012-2013:

Through documentation of services, that may be inconsistent with the MOU, and conversations with our legal firm, there may be an opportunity to renegotiate the MOU and/or terminate the agreement with LAUSD. We would then consider contracting with an outside vendor for services to transport our continuing Traveling Program Students for the remaining two years, at probably a substantial savings. The savings would come as a result of paying per bus as opposed to paying per student.

**Review of Traveling Student Busing
Program for Current 10th, 11th, and 12th
Grade students**

Board of Trustees Meeting

February 15, 2011

Michael A. Smith, Interim Executive Director

Historical background:

A Memorandum of Understanding (MOU) By and Between
The Los Angeles Unified School District (LAUSD) And The
Palisades Charter High School (PCHS) Regarding the
Integration and Traveling Programs dated 4/9/2010 and
signed by Amy Dresser Held

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students.

- **Traveling Program Students**, are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Magnet Operations at Palisades**, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Current 8th Grade Students**, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

- Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD
- 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000.
 - 2011-2012, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000.
 - 2012-2013 school year, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000.

Review of Services:

For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes.

Mid-October we were able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late.

Parent Reimbursement and Fundraising:

- PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$ 224.00
- Northern Trust Open Corporate Hospitality Tent
- Conversation with representatives of Will I Am and the "Black Eyed Peas"
- "Road Scholar Program"

Options for school years 2011-2012
and 2012-2013:

- Continued outreach for fundraising
- Continued documentation of services provided by LAUSD
- Continued conversations with Middleton, Young and Minney
- Renegotiating MOU with LAUSD

V.B.



Mr. Michael A. Smith
Executive Director
(310) 230-6650
masmith@palihigh.org

Mr. John Walsh
Assistant General Counsel
LAUSD
333 Beaudry Ave.
Los Angeles, CA 90015

Dear Mr. Walsh,

As you may remember, Marcia Haskin, Palisades Charter High School ("PCHS") Interim Principal and I met with you, Estelle Lockett, Richard Boull't and Lisa Hanover on Monday, August 23, 2010 to introduce ourselves and establish a positive working relationship for the benefit of our students.

I am attempting to continue that initial outreach and see if we can resolve some issues that have arisen since September 13, 2010, the first day of school, regarding the transportation of continuing PWT, CAP, Magnet and PSC 10th, 11th and 12th grade students to PCHS for the 2010-2011 school year.

First at issue is the inclusion of 9th grade siblings of continuing 10th, 11th and 12th grade students. At our August 23rd meeting, Ms. Lockett made it very clear that those siblings were not able to ride on LAUSD buses and would need to pay their transportation fees for services provided through PCHS. However, this position is inconsistent with your position on this issue. In an email communication between the former PCHS Executive Director, Amy Dresser Held, and you, dated June 29, 2010, you agreed to having 9th grade siblings share transportation with their brothers and sisters who were continuing students. (A copy of that email is attached) As of this date, many of those parents have been paying for transportation provided by Global Transportation services.

I would believe that the costs incurred by these families need to be reimbursed, by LAUSD, and effective immediately the 9th grade siblings should be allowed to ride the same bus as their brothers and sisters.

Second, since September 13, 2010, the buses provided through LAUSD have consistently arrived late and we have struggled to get your bus drivers to hand out Tardy Passes to

V.B.

facilitate our students getting to class as soon as possible. When the buses arrive late our students miss valuable academic instructional time as well as the opportunity to begin their day with breakfast.

I would see dropping off the PCHS students before the Paul Revere students as a possible remedy or looking into a different route that would allow our students time for breakfast and arrival to their first class of the day on time.

As I look over the Memorandum of Understanding, signed by you for LAUSD on April 20, 2010, and specifically ...item 5. Communications... *The parties agree to work cooperatively to communicate to parents, prospective parents, and the relevant school communities about phasing out of Integration and traveling Programs at Palisades Charter High School and the transportation and enrollment options available for affected students, including the options set forth in section 1 (c) above.* I believe that LAUSD has not been diligent in responding to wording of this item.

Also, with the first payment due, under the MOU on November 1, 2010, as indicated in ...item 6 (c) ... I believe it is necessary for us to convene another meeting to discuss several concerns that have manifested themselves in the first month. I am available to meet with you on any of the following dates; October 25th, 26th, 27th or 28th. I will bring all documentation to that meeting to help us reach an amicable and mutually acceptable agreement to these issues.

I look forward to hearing from you in the next four days to confirm the date and time of our meeting.

Cc PCHS Board of Trustees
Marcia Haskin, Interim Principal
Middleton, Young and Minney, LLP

2/11/2011

V.C.

Palisades Charter High School

Independent Study and Distance Learning Models

Richard Thomas, M. Ed
Director of Curriculum and Instruction

Current Programs at Pali

- BYU Online
- No Independent Study
- Adult Education administered by LAUSD
- SMC Elective College courses
- Temescal Academy Alternative Program and credit recovery with objective to return to Pali on target to Graduate or complete High School diploma requirements of Temescal Academy

Proposed Models

- **Aventa Credit Recovery Courses**
 - 6 week courses supported by Highly Qualified Teachers employed by Aventa
- Assessments completed before and after school by Main Campus students
- Hybrid schedules for Temescal Academy students to increase opportunity to meet graduation requirements
- **Virtual High School**
 - Supported by Pali Teachers vs K-12

Pricing

Credit Recovery Online Program

	Credit Recovery – For each block of 10 Concurrent Annual User Seats
Content, Hosting & Support	\$2000.00
Total	\$2000.00

- Student and Mentor Support Included.
- "Concurrent User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student.
- Mentor Training Required
- Discount applies for a pre-purchased number of seats:
 - o 10- 25 blocks is a 5% discount
 - o 26-50 blocks is a 7% discount
 - o 51-100 blocks is a 9% discount
 - o Over 100 blocks is a 12% discount

Training

Optional: Online Teacher Training	1 Day Onsite	\$2,500.00
Required: Mentor Training	1 Day Onsite	\$2,500.00
	-OR-	
	2 Hour Virtual Session	\$250.00

- Includes Expenses

Pricing

	Advanced Placement Series	Core, World Languages, Elective Series
Content	\$ 99.00	\$ 89.00
Content & Hosting	\$154.00	\$144.00
Content, Hosting & Instruction	\$329.00	\$299.00

- Fee is per student / per semester / per course.
- Long term course licensing available. Pricing varies depending on size of your school.
- Highly qualified instructors.
- Discount applies for a pre-purchased number of seats:
 - 100- 250 seats is a 5% discount
 - 251-500 seats is a 7% discount
 - 501-1000 seats is a 9% discount
 - Over 1000 seats is a 12% discount

* Not able to have concurrent enrollment

Cost Breakdown

- \$2,000 per 10 licenses, any student can be on system at any one given time as long as seat is available, access to licenses are for 365 days, estimate 30 to 50 students can complete program, works out to \$40 to \$66 per seat
- Proposal to purchase 100 licenses for \$19,250
- Projected increase ADA by 5% would yield approximately \$98,000
- Projected decrease in dropout rate and an increase in Graduation Rate by 5%, allowing School to meet AYP Graduation Rate benchmark of 90%
- Currently, Grad Rate is 85%, not meeting AYP

Independent Study Model

- Original Semester Course - \$300/course-(Aventa)
- Credit Recovery Course - \$200/course-(Aventa)
- Enrolled in 6 courses during school year
- Proposal - \$300 x 6 course = \$1,800/students
 - \$1,800 x 100 students = \$180,000
 - Personnel Costs = \$39,000
- Total Projected Costs \$219,000
- ADA per student - \$7,000 x 100 = \$700,000
- Proposed revenue to school - \$481,000
- Pali does its own marketing, enrollment, Educ Serv

Virtual High School

K¹² Online Learning Capabilities and Solutions

\$2,500 Per Student with your teachers

\$4800 Per HS student with K12 teachers/\$4340 for K-8 with K12 teachers

Curriculum

- up to 6 year long courses
- course materials shipping, lease & reclamation

Pupil Recruitment - Local

- mini-site
- event planning support
- collateral
- lead outreach via auto-dialer & electronic

Enrollment Processing

- online enrollment tool (EPR)
- enrollment counselor
- enroll students online
- get reports once a week

Educational Services

- Strategies for Success
- Study Island- remedial tool
- Scantron Performance Testing
- thebigthink¹² - online community
- orientation course package
- teacher hotline & support website
- Naviance - counseling system
- School Messenger
- Turnitin.com - anti-plagiarism tool

Virtual School Model

- K-12 Program with Pali Teachers
 - \$2,500 x 100 students = \$250,000
 - 2 Auxiliaries + 2 Instr Asst + Coordnt = \$ 65,000
 - Total Projected Costs = \$315,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$385,000

Virtual School Model

- K-12 Program with K-12 Teachers
 - \$4,800 x 100 students = \$480,000
 - 2 Instructional Asst + Coordinator = \$ 40,000
 - Total Projected Costs = \$520,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$180,000

Summer School:

- Students that have Failed a Class
- Students that want to Get ahead, enrichment, GATE students, (A-G)
- Classes that Prepare for High School (Such as an 8th Grader)
- Students that want to Explore a New Elective that did not fit into regular schedule, etc.
- Credit Recovery

Could structure school offering K-12 Original Credit classes, Aventa Original Credit Classes and Credit Recovery Classes.

-There is a Family Purchase Plan

Set up a Consumer Pay Website for your families.

They pay us directly for the classes and your school gets a 20% school credit back to use for Aventa or K-12.

Families pay Aventa directly on website.

Aventa would help put fliers together and target students in the community that may benefit from your program.

Families use a code that connects them directly to your program.

Projected Costs – Personnel – \$39,000

Projected Revenue – 1000 students x \$200 course – \$200,000 x 20% = \$40,000



A California Distinguished School

**EDUCATIONAL PROGRAMS COMMITTEE
BY-LAWS
REVISED DECEMBER 1, 2010**

SECTION 1—PURPOSE

The purpose of the Palisades Charter High School (PCHS) Educational Programs Committee is to foster the development of quality educational programs and improved student achievement at PCHS. To accomplish its purpose, the committee will encourage teachers and other stakeholders to participate in the formulation of curricular programs and policies. Specifically, the committee's focus, in accordance with California Education Code Section 47600, will be to:

- Improve pupil learning in measurable ways;
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving;
- Encourage the use of effective and innovative teaching methods; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school.

SECTION 2—FUNCTION

The function of the PCHS Educational Programs Committee shall be to:

- Develop and/or analyze proposals relating to the school's educational programs;
- Use achievement data to help plan and assess educational programs;
- Make recommendations regarding educational matters to the PCHS Board of Trustees; and
- When appropriate, make decisions regarding implementation of programs within the parameters set by the PCHS Board of Trustees. (Decisions incurring liability or involving a major policy change, as determined by the Executive Director, must be brought to the Board.)

SECTION 3—CONSTRUCTION

These bylaws shall be liberally construed to the end that the PCHS Educational Programs Committee fulfills its stated function.

SECTION 4—COMPOSITION AND SIZE

The Educational Programs Committee shall consist of 18 voting members and one ex officio member, with the following composition:

- 1 Academic Principal or his/her designee
- 10 Teachers, each from a different department
- 1 Member of the Counseling Department

- 1 Classified Employee
- 2 Parents (1 traveling)
- 2 Students
- Executive Director (ex officio)
- 1 Community Member

Members should be selected during June of each school year. Those desiring membership may make such request to the Secretary of the committee in May. If more than the number of required members applies, an election should be scheduled for the June committee meeting and those attending that meeting should vote to seat the committee. Those persons receiving the most votes for each stakeholder position shall be seated as a committee member and the runners-up shall be seated as alternates.

Members will serve one-year term, with no term limits. Terms shall commence in June and continue through the next school year. Vacancies shall be filled by alternates or by accepting new applications, if necessary, during the term.

The names of the committee members and officers will be submitted to the Board of Trustees for approval and the committee members' names should be published (on the school website and on the designated bulletin board) in June.

Members may only be removed by the PCHS Board of Trustees upon a petition of three-fourths (3/4) of the Committee, or a motion by a member of the Board.

SECTION 5—CHAIRPERSON

The Committee Chairperson shall be elected by the members, a majority which shall be from the faculty stakeholder group. The responsibilities of the Chairperson are:

- Call meetings;
- Prepare or direct the Secretary to prepare committee agendas;
- Oversee meetings to ensure that the function of the committee is met;
- Present committee reports to the Board of Trustees;
- Act as Parliamentarian or appoint a member to perform that function.

SECTION 6—SECRETARY

The Secretary of the Educational Programs Committee shall perform the following tasks:

- Preserve the committee's books and records;
- At the direction of the Chairperson, prepare and distribute notices of committee meetings;
- Prepare committee reports; and
- In the absence of the Chairperson, the Secretary acts as Chairperson.

SECTION 7—MEETINGS

Regular meetings of the Committee shall be held the first Wednesday of every month at the published time and place, subject to variation due to holiday. An agenda serving also as a notice of meeting shall be issued to Committee members in writing no less than 72 hours prior to a regular meeting. Any stakeholder may request an item be included on the agenda, provided such item is within the function of the committee by contacting the Chairperson of the Committee. Special and emergency meetings may be called on shorter notice, only in accordance with the Brown Act.

SECTION 8—QUORUM

A majority of the members, or alternates, with representation by at least three stakeholder groups constitutes a quorum. The Committee may not take action without a quorum.

SECTION 9—TELEPHONE MEETINGS

A meeting may be held by means of a conference telephone or similar communication only if in accordance with the Brown Act.

SECTION 10—RECOMMENDATIONS

Recommendations to the Executive Director and/or the PCHS Board of Trustees may be made only by a majority vote of the members present at the meeting. If legally permissible, an absent member can vote on an action item by written proxy, if the member was present for discussion on the item at a previous meeting or meetings. Decisions incurring liability or that are a major policy change, as determined by the Executive Director, must be brought to the Board. Such recommendations will be presented as a committee report to the Board at its regularly scheduled or special meetings. The Committee shall observe the Parliamentary rules provided by *Roberts Rules of Order* when considering recommendations to the Board.

SECTION 11-AMENDMENTS

Amendments to these bylaws may be made by the PCHS Educational Programs Committee by timely written request to the Secretary of the Committee in advance of notice of a meeting providing that notice of any proposed amendment or amendments, including text and statement of reasons therefore, is included in the notice of the committee meeting. All amendments must be consistent with the charter, the corporate bylaws, and any other governing document of the school.

SECTION 12—CONFLICTS OF INTEREST

Members of the PCHS Educational Programs Committee shall comply with the Conflicts Code of PCHS.

SECTION 13—SUBCOMMITTEES

The PCHS Educational Programs Committee is authorized to form subcommittees to bring recommendations before the full committee

SECTION 14 – ATTENDANCE

The members of the Committee may revoke a person's membership if that individual misses three consecutive meetings.

SECTION 15 - EFFECTIVE DATES

These bylaws and any amendments shall become effective upon adoption by the PCHS Educational Programs Committee and ratification by the PCHS Board of Trustees unless the committee and the Board expressly determine another effective date.

SECTION 16 – PARTICIPATION

The Educational Programs Committee encourages broad participation throughout the school community and all are welcome to attend and participate in Committee discussions. Only members may vote. Alternates from each stakeholder group may vote in the absence of that stakeholder group's voting member.



KONICA MINOLTA

bizhub

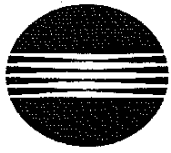
Palisades Charter High School

Proposed Product:

Konica Minolta bizhub PRO 950 Production Printer/Copier/Scanner

Specifications

Imaging System:	High Speed Dual Laser Imaging
Development System:	Smitri Polmerized Toner
Annual Duty Cycle:	9,000,000 pages
Print Copy Speed:	95 pages per minute (8.5" x 11")
Scan Speed:	95 scans per minute (8.5" x 11")
Memory:	256 MB (Standard), 30 GB Hard Disk Drive
Warm Up Time:	5.5 Minutes (approx.) When copier is turn off overnight.
First Copy Out Speed:	3.1 seconds or less (approx.)
Copy Quantity:	1 – 9,999 copies
Magnification:	Zoom Range: 25 – 400%, 0.1% increase, Preset Reduction: 79%, 77%, 65%, 50% Preset Enlargement: 121%, 129%, 155%, 200%
Exposure Modes:	Auto, Text, Photo, Text/Photo, Manual
Standard Paper Supply:	(2) 500 sheet Universal paper trays, 1000 sheet Universal paper tray (Universal paper trays are trays that will adjust from 5"x 7" to 12" x 18"), 150 sheet intelligent bypass (to 12x18)
Paper Weight (Throughput)	11 LB. Bond to 57 LB. Bond (Maximum 244 GSM = 90 LB. Cover – up to 300 GSM through bypass and Large Capacity Tray).
Optional Paper Supply:	4,500 sheet Large Capacity Tray (8.5". x 11")
Maximum Paper Supply:	6,650 sheets of paper total with the Large Capacity Tray
Scanning:	Scanning in TIFF and PDF formats, scan to e-mail (with LDAP), scan to FTP, scan to SMB (desktop), scan HTP
Document Feeder	Document feeder which will automatically turn the paper for 2-sided copying
Auto Paper Detection	Copier will detect the size of the original and match the correct paper size in the output drawer - no paper tray adjustment needed by the teacher.
Network Printing and Scanning	Standard on this bizhub950 Production Printer/Scanner/Copier



KONICA MINOLTA

bizhub 

Konica Minolta is proposing (2) two bizhub950 Production Print Multifunctional copiers for Palisades Teacher Work Room with the following features:

- Base Unit
- Document Feeder
- Stapler Finisher
- 2 & 3 Hole Punch
- Large Capacity Tray
- Scan and Print
- Power Filter

60-Month Lease

60 Month Lease Payment for both copiers \$458.76

Service Maintenance Cost \$990.00*

**Service Maintenance Cost is for (2) bizhub950's and the Canon ir9070 and includes 300,000 copies. It also includes all parts, on site service and all supplies except paper and staples.*

Monthly 60-Month Lease and Service Cost is \$1,448.76

Leadership Team Evaluation Timeline 2010-2011

March 1st – Evaluations Completed

April 12th – Recommendations made to the Board

April 30th – Contracts signed

March 15th is the deadline for notifying teachers and other employees of non-reelections. It is my recommendation to utilize the timeline for the leadership team as well. The proposed timeline would be as follows:

March 1st – Evaluations Completed

March 15th – Recommendations made to the Board

March 30th – Contracts signed

Employee	Title	Reviewer
Mary Bush	Director of Student Support	Haskin
Ann Davenport	Director of Academic Planning and Counseling Services	Haskin
Russel Howard	Director of Student Athletics, Activities, Discipline, and Security	Haskin
Monica Iannessa	Director of Admissions, Attendance, and Student Welfare	Haskin
Richard Thomas	Director of Instruction	Haskin
Jennifer Avant Eustice	Director of Human Resources	Smith
Maisha-Cole Perri	Operations Manager	Smith
Gregory Wood	Chief Business Officer	Smith

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
Palisades Charter								
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		
Santa Monica-Malibu								
	Director of Child Development Services	91,341.80	95,913.40	100,702.80	107,736.40	111,034.00	\$2,452.32 after 3 years at highest step. *Subsequent increments are paid every third year thereafter.	210-222 paid work days
	Director of Adult Education	93,625.40	98,311.40	103,219.60	108,380.80	113,810.40		
	Director of Classified Personnel	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Development and Grants	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Educational Services	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Information Services	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Professional Development and Leadership	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Special Education	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Standards and Assessments	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Student Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Pupil Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Facility Improvement Projects	96,838.62	101,684.88	106,762.02	112,101.12	117,715.50		
	Director of Facility Management	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Transportation Services	68,535.84	71,967.96	75,559.92	79,333.92	83,309.94		
	Director of Human Resources	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Fiscal/Business	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Food Services	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Director of Purchasing and Warehouse	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Asst. Principal (High School)	87,189.90	91,553.70	96,125.40	100,930.20	105,987.00		
	Associate Principal SAMOHI	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Principal/CEO SAMOHI	109,565.88	115,147.06	120,790.20	126,828.60	133,186.68		
	Chief Academic Officer	115,113.66	120,872.34	126,904.08	133,248.84	139,928.82		

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year	
Granada Hills Charter									
	Student Data Services Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00	There are no longevity increments. Classified employees cap-out upon reaching the highest step.	261 paid work days (including holidays)	
	Security/Events Manager	60,492.00	64,424.00	68,612.00	73,071.00	77,821.00			
	Network Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00			
	Plant Manager	55,078.00	58,657.00	62,470.00	66,530.00	70,855.00			
	Cafeteria Manager	59,400.00	63,261.00	67,373.00	71,751.00	76,415.00			
	Student Store Manager	56,439.00	60,107.00	64,014.00	68,175.00	72,607.00			
	Human Resources Manager	83,891.00	89,343.00	95,151.00	101,335.00	107,922.00			
	Chief Business Officer	105,721.00	111,681.00	118,196.00	124,858.00	131,844.00	Step 6	Step 7	
	Director	92,587.00	98,487.00	103,373.00	109,097.00	115,320.00	139,326	147,234	
							121,826	128,700	
Beverly Hills									
	Certificated Management						Step 6	Longevity Increments	Work Days Per Year
	HS Asst. Principal	89,791.00	93,647.00	97,533.00	101,922.00	106,508.00			
	HS Principal	106,222.00	110,821.00	115,550.00	120,748.00	126,182.00			
	Coordinator of Special Ed.	82,704.00	86,350.00	90,444.00	94,432.00	98,565.00			
	Director, Pupil and Special Services	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Adult Ed.	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Educational Technology	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Assessment/Acct.	93,757.00	97,933.00	102,108.00	106,308.00	111,093.00			
	Classified Management						Classified Management: 261 Paid Work Days		
	Custodial Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Food Services Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Purchasing Agent	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Facilities Manager	67,694.00	71,079.00	74,631.00	78,364.00	82,282.00		86,396	
	Director of Maintenance & Operations	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Human Resources Coordinator/Credential Analyst	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Director of Business Operations	81,263.00	85,315.00	89,588.00	94,071.00	98,760.00		103,698	
	Director of Planning and Facilities	96,133.00	100,939.00	105,986.00	111,285.00	116,850.00		122,691	
Centinela Valley Union High School District									
	Principal	112,758.00	119,189.00	124,677.00	127,660.00		224		
	Director	110,524.00	116,360.00	122,194.00	125,176.00				
	Associate Principal	104,825.00	110,343.00	115,860.00	118,843.00				
Culver City Unified School District									
	High School Principal	100,560.00	104,580.00	108,768.00	113,112.00	117,636.00	225		
	HS Assistant Principal	86,988.00	90,464.00	94,094.00	97,856.00	101,761.00	215		
	Assistant Director of Special Education	108,636.00	112,956.00	117,492.00	122,208.00	127,092.00	225		
	Director of Maintenance, Operations and Transportation	87,792.00	91,296.00	94,944.00	98,736.00	102,672.00	225		
	Assistant Superintendent of Business Services	115,380.00	119,988.00	124,788.00	129,780.00	134,964.00	225		
	Director - Human Resources	92,940.00	96,648.00	100,524.00	104,532.00	108,720.00	225		

PCHS Leadership Salary Schedule - approved May 26, 2010

	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME**

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

Chair, Board of Directors, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

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

**BYLAWS
OF
PALISADES CHARTER HIGH SCHOOL**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

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

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

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

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

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

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

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

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

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

ARTICLE V DEDICATION OF ASSETS

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

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII BOARD OF TRUSTEES

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

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

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

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

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

(d) Adopt and use a corporate seal.

Section 3. DESIGNATED TRUSTEES. The designated Trustees (also referred to herein as Board members or Trustees) are described in the Membership section of Element 4 of the Charter School's Charter and will be composed as follows:

(a) The Board shall consist of eleven (11) voting members and one (1) non-voting member who shall be a current PCHS pupil. The majority of the 11 voting members shall be non-interested persons as provided below in Section 4. In addition one (1) representative of the LAUSD will be permitted to serve as a non-voting ex officio member of the Board. The voting members of the Board will consist of the following:

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

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

(c) In accordance with the Charter, Board members shall be drawn from the same geographic areas as the School's pupil body. Among the desired qualifications for Board members should be expertise in the fields of finance, law and ethics, and/or education practice, as well as prior involvement at the school. To run for the position of Board member, an individual should, to the best of his or her knowledge, be an eligible member of the group that he or she will be representing for the entire term. Eligible candidates for the Board must also demonstrate a willingness to actively support and promote the Charter School, as well as a dedication to the Charter School's educational philosophy and goals. Eligible candidates must also have an understanding of the responsibilities of a Trustee, including as outlined in any current Governance Policies.

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

(1) The faculty stakeholder group will elect two credentialed Faculty voting members and the Charter School's pupils will elect one credentialed Faculty voting member.

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

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

(4) The parent stakeholder group will elect its own members. At least one Parent member must be from the communities served by the traveling pupil programs outside PCHS's traditional catchment area.

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

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

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

Section 5. BOARD MEMBERS' TERMS; ELECTIONS.

(a) Board Member's terms shall be as described below:

(1) Faculty Trustees elected by the faculty will serve a two-year term.

(2) Community Trustees will serve a two-year term.

(3) Classified Staff Trustee will serve a two-year term.

- (4) Parent Trustees will serve a two-year term.
- (5) Administrative Trustee will serve a two-year term.
- (6) Faculty Trustee elected by the students will serve a one-year term.
- (7) Pupil Trustee will serve a one-year term.

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

(c) Elections shall be held at least annually and terms will begin at the earlier of either (i) first regularly scheduled Board meeting held after the expiration of the prior Trustee(s)'s term(s) or (ii) fourteen (14) days after the expiration of the prior Trustee(s)'s term(s). The Election Committee shall be authorized to conduct a separate annual election for the faculty Board Member elected by pupils and for the pupil Trustee so as to permit such elections to occur prior to the close academic year.

Section 6. ELECTION COMMITTEE. The Board shall appoint an Election Committee. The Election Committee shall be comprised of representatives of all stakeholders. The duties of the Election Committee shall include (a) organizing and running the annual elections for the Board in a timely manner including the establishment of voting procedures to be submitted to and approved by the Board; (b) creating guidelines for candidates; advertising for open positions; (c) informing candidates of the duties and responsibilities of the position; (d) obtaining necessary information from candidates; (e) confirming candidate eligibility according to the composition criteria set forth in Section 3 of this Article VII; (f) informing stakeholders of meetings, candidate forums and elections; (g) creating ballots; (h) supervising the election process; (i) assuring the security and integrity of ballots; (j) counting all ballots, tabulating results and reporting results to all stakeholders; and (k) conducting run-off elections, as needed.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT CANDIDATE. No corporate funds may be expended to support a candidate.

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

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

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

Section 9. RESIGNATION OF BOARD MEMBERS. Except as provided below, any Board member may resign for any reason by giving written notice to the Chair of the Board, if any, or to the Vice-Chair or the Secretary of the Board. Board members who cease, for any reason, to be an eligible member of the group that he or she was elected to represent will be obligated to notify the Chair of the Board, if any, or the Vice-Chair or the Secretary of the Board of such ineligibility and must submit their resignation from the Board immediately prior to the next regularly scheduled annual elections for the Board (even if their original term of office has not expired) and the Election Committee will include their position in such election as a vacant position. The resignation shall be effective when the notice is given.

Section 10. BOARD MEMBER MAY NOT RESIGN IF NO BOARD MEMBER REMAINS. Except on notice to the California Attorney General, no Board member may resign if the corporation would be left without a duly elected Board member or members.

Section 11. VACANCIES FILLED BY SPECIAL ELECTION.
A vacancy on the Board shall be filled when necessary by holding a special election.

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

Section 13. PLACE OF BOARD OF TRUSTEES MEETINGS. Meetings shall be held at the principal office of the corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and

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

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

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

Section 16. **SPECIAL MEETINGS.** Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the Vice-Chair, the president, the Secretary, or a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

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

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

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

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

Section 18. **TELECONFERENCE MEETINGS.** Board members may participate

in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- (a) At a minimum, a majority of the voting Board members then in office shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- (d) All locations where a member participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

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

Section 20. ADJOURNMENT. A majority of the Board members present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Board members who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 21. CLOSED SESSION MEETINGS. Closed session meetings of the Board shall be posted and run in compliance with the provisions of the Brown Act. Unless otherwise dictated by need and approved by a majority of the Board, only voting members of the Board

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

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

may participate in closed session meetings.

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

Section 23. CREATION OF POWERS OF COMMITTEES. The Board may create one or more standing and/or ad hoc committees, to serve at the pleasure of the Board. Standing committees currently include the following: (1) the Budget and Finance Committee; (2) the Educational Programs Committee; (3) the Operations, Facilities and Technology Committee; (4) the Communications Committee; (5) the Policy Committee. Ad hoc committees currently include the Election Committee. Authorized committees that exercise the authority of the Board, shall consist of two or more Board members. Unless otherwise changed by Board approval, the only committee that is authorized to exercise the authority of the Board is the Grade Appeals Committee. Standing committees shall hold elections for their members. These committees shall consist of individuals elected to committee membership according to the Charter and the respective committee's bylaws. The goal is for teachers to comprise at least 50% of each standing committee. Committees shall report to the Board on a periodic basis. Subject to the approval of the Board, each standing committee shall establish its own bylaws to address, among other matters, purpose, committee membership, elections, meetings, and duties. Committees of the Board shall have all the authority to the extent provided in the Board's resolution establishing the committee, except that committee actions potentially involving substantial liability or major policy decisions, as determined by the PCAO or the Board, shall be approved by the Board and no committee may:

(a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the Board or approval of a majority of all Board members;

(b) Fill vacancies on the Board or any committee of the Board;

(c) Fix compensation of the Board members for serving on the Board or on any committee;

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

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

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

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

Section 24. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept, and shall be posted on the PCHS website under the Governance section. In addition each committee's minutes shall be kept in each committee's binder residing in the PCAO's office. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 25. **NON-LIABILITY OF BOARD MEMBERS.** No Board member shall be personally liable for the debts, liabilities, or other obligations of this corporation.

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

ARTICLE VIII OFFICERS OF THE CORPORATION

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

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

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

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

Section 5. **REMOVAL OF OFFICERS.** Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights

of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

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

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

Section 8. CHAIR OF THE BOARD. The Chair of the Board shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 9. VICE-CHAIR OF THE BOARD. In the absence of the Chair, the Vice-Chair shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 10. PRESIDENT. The chief officer of the Charter School shall be the president, also known as the Principal and Chief Administrative Officer (PCAO). Subject to such supervisory powers as the Board may give to the Chair of the Board, if any, and subject to the control of the Board, and subject to the president's contract of employment, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president shall have such other powers and duties as the Board or the bylaws may require.

Section 11. VICE-PRESIDENTS. The vice-president is also known as the _____. Subject to the vice-president's contract of employment, if the president is absent or disabled, the _____ or such other vice president as may be designated by the Board, shall perform all duties of the president. When so acting, the vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the Board or the bylaws may require.

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

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and bylaws, as amended to date.

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

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

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

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

ARTICLE IX CONTRACTS WITH TRUSTEES

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

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

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

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

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

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

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

ARTICLE X CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES

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

ARTICLE XI LOANS TO TRUSTEES AND OFFICERS

This corporation shall not lend any money or property to or guarantee the obligation of any Trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Trustee or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

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

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

This corporation shall keep:

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

ARTICLE XV INSPECTION RIGHTS

Section 1. BOARD MEMBERS' RIGHT TO INSPECT. Every Board member shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Board member's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of confidential employee records or pupil educational records, etc.) pertaining to access to books, records, and documents.

Section 2. REQUESTS FOR PUBLIC RECORDS. This corporation shall comply with the requirements of the California Public Records Act. (See Government Code Section 6250 et seq.).

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by any stakeholder at all reasonable times during office hours. If the corporation

has no business office in California, the Secretary shall, upon written request, furnish a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

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

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

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

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

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

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

**ARTICLE XVII
AMENDMENT TO BYLAWS**

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Palisades Charter High School, a California nonprofit public benefit corporation; that these bylaws, consisting of sixteen (16), are the bylaws of this corporation as amended by the Board on October 20, 2009 February xx, 2011; and that these bylaws have not been amended or modified since that date.

Executed on February 15, 2011, at Pacific Palisades, California.

Susan Frank, Secretary

PCHS Bylaws Committee 2010-2011

John Callas
Julia O'Grady
Carol Osborne
John Riley

Review of Traveling Student Busing program for Current 10th, 11th and 12th Grade Students

Historical background:

A Memorandum of Understanding (MOU) By and Between The Los Angeles Unified School District (LAUSD) And The Palisades Charter High School (PCHS) Regarding the Integration and Traveling Programs dated 4/9/2010 and signed by Amy Dresser Held addressed the transportation services for Permits with Transportation ("PWT"), Capacity Adjustment Program ("CAP"), Public School Choice ("PSC") and Magnet program students and collectively referred to them as "Traveling Students". The MOU acknowledged that LAUSD had been providing these transportation services in the past but due to the fiscal crisis determined it could no longer solely provide financial support for the Traveling Students without assistance from PCHS. The LAUSD also noted that since we are receiving money from the Federal government for categorical programs we must continue to offer the above mentioned Traveling Students transportation on a phase out basis over the next three (3) years.

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students. The first group; Traveling Program Students are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. The second group, Magnet Operations at Palisades, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS. No other students will be eligible to participate in this Magnet program. The final group, Current 8th Grade Students, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD which will also be used as the basis for calculation of the transportation reimbursement payment made by PCHS to LAUSD. For the school year 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000. For 2011-2012, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000. Finally, for the 2012-2013 school year, PCHS shall pay an amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000. *(The District shall only bear responsibility for the costs associated with transporting eligible Traveling Program Students entering the 12th grade in the 2010-2011 school year.)*

Payment Schedule:

In each of the years set forth in the MOU, PCHS agrees to make payment to the District of the amounts owing as mentioned above in three equal installments on November 1st, February 1st and May 1st.

Review of Services:

The PCHS Traveling Program Students initially began the year sharing buses with Traveling Program Students attending Paul Revere MS. For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes. LAUSD transportation personnel and staff at PCHS experienced communication breakdown and no real solution to this problem. After reaching out to the District, via written communiqué to Mr. John Walsh (attached), we were finally able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. -As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late. As mentioned in the Payment and Funding section, the District determines the eligibility of who rides their buses. Since the beginning of this agreement there have been an extremely uneven number of students on a monthly basis submitted to the transportation personnel at PCHS. The bus log also shows an upward trend in the amount of PCHS students being transported on a monthly basis. This confirms what was previously suspected: LAUSD is violating the MOU by not including transportation eligible students on their bus rosters. As a result, students are having to either board, and pay for, Global buses; cancel their enrollment at PCHS, or fight to have their names put back on the LAUSD roster. This is made even more evident by huge disparity between rosters issued since the beginning of the school year and continuing currently; on 9/17/2010, LAUSD Transportation produced a roster that had the names of 852 students on it. On 10/15/2010, LAUSD Transportation produced a roster in conjunction with the Office of Student Integration that had the names of 486 students on it. On 1/25/2011, Salvador Beltran produced a roster from LAUSD Transportation that had the names of 799 students on it. These roster numbers conflict with the average amount of students riding LAUSD buses since November. LAUSD bus logs indicate; a November Average = 501 Students per day, a December Average = 523.5 Students per day and a January Average = 545 Students per day

Parent Reimbursement and Fundraising:

To date, PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$224.00 I am currently serving as a volunteer at the Northern Trust Open in the Corporate Hospitality Tent hoping to reach out and make connections with potential donors to the transportation fund. I have begun a conversation with representatives of Will I

V. B.

Am and the Black Eyed Peas to look at fundraising opportunities for the Traveling Program Students. Another idea is resurrecting the "Road Scholar Program".

Options for school years 2011-2012 and 2012-2013:

Through documentation of services, that may be inconsistent with the MOU, and conversations with our legal firm, there may be an opportunity to renegotiate the MOU and/or terminate the agreement with LAUSD. We would then consider contracting with an outside vendor for services to transport our continuing Traveling Program Students for the remaining two years, at probably a substantial savings. The savings would come as a result of paying per bus as opposed to paying per student.

**Review of Traveling Student Busing
Program for Current 10th, 11th, and 12th
Grade students**

Board of Trustees Meeting

February 15, 2011

Michael A. Smith, Interim Executive Director

Historical background:

A Memorandum of Understanding (MOU) By and Between
The Los Angeles Unified School District (LAUSD) And The
Palisades Charter High School (PCHS) Regarding the
Integration and Traveling Programs dated 4/9/2010 and
signed by Amy Dresser Held

The MOU identifies three groups; Traveling Program Students, Magnet Operations at PCHS and Current 8th Grade Students.

- **Traveling Program Students**, are those students who were currently attending PCHS as of the 2009-2010 school year. They are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Magnet Operations at Palisades**, will be phased-out over three years. Again, these students are entitled to receive District-provided transportation to school through graduation, provided the student remains enrolled at PCHS.
- **Current 8th Grade Students**, in the Integration or Traveling Program who otherwise would have been placed at PCHS will either, be reassigned to another LAUSD school with District transportation or have the opportunity to apply to PCHS without District-provided transportation.

Payment and Funding:

- Palisades Charter High School agrees to pay an equal amount to \$1,000 for each eligible Traveling Program Student identified in the list or roster of eligibility determined by LAUSD
- 2010-2011 payment shall be \$1,000 for each eligible Traveling Program Student entering 10th and 11th grades up to a maximum of \$600,000.
 - 2011-2012, PCHS shall pay and amount equal to \$1,000 for each eligible Traveling Program Student that will be entering 11th and 12th grade, up to a maximum of \$600,000.
 - 2012-2013 school year, PCHS shall pay and amount equal to \$1,000 for each eligible Traveling Program Student that will be entering the 12th grade, up to a maximum of \$300,000.

Review of Services:

For the first month and a half, the LAUSD buses would consistently be late in the morning. This would prevent students from having any breakfast and cause them to be late to their first class of the day an average of 10-20 minutes.

Mid-October we were able to secure our own LAUSD buses for the PCHS Traveling Program Students which ended the late arrivals for the most part. As the LAUSD bus logs will show, even since the split, LAUSD buses have continue to cause students to be tardy at times due to buses breaking down, traffic and behavioral issues. It should be mentioned, that while these occasional late arrivals are understandable, Global buses have never arrived late.

Parent Reimbursement and Fundraising:

- PCHS has received about \$ 20,000 from parents of Traveling Program Students riding LAUSD buses. The Tickets for Charity Program only netted \$ 224.00
- Northern Trust Open Corporate Hospitality Tent
- Conversation with representatives of Will I Am and the "Black Eyed Peas"
- "Road Scholar Program"

Options for school years 2011-2012
and 2012-2013:

- Continued outreach for fundraising
- Continued documentation of services provided by LAUSD
- Continued conversations with Middleton, Young and Minney
- Renegotiating MOU with LAUSD

V.B.



Mr. Michael A. Smith
Executive Director
(310) 230-6650
masmith@palihigh.org

Mr. John Walsh
Assistant General Counsel
LAUSD
333 Beaudry Ave.
Los Angeles, CA 90015

Dear Mr. Walsh,

As you may remember, Marcia Haskin, Palisades Charter High School ("PCHS") Interim Principal and I met with you, Estelle Lockett, Richard Boull't and Lisa Hanover on Monday, August 23, 2010 to introduce ourselves and establish a positive working relationship for the benefit of our students.

I am attempting to continue that initial outreach and see if we can resolve some issues that have arisen since September 13, 2010, the first day of school, regarding the transportation of continuing PWT, CAP, Magnet and PSC 10th, 11th and 12th grade students to PCHS for the 2010-2011 school year.

First at issue is the inclusion of 9th grade siblings of continuing 10th, 11th and 12th grade students. At our August 23rd meeting, Ms. Lockett made it very clear that those siblings were not able to ride on LAUSD buses and would need to pay their transportation fees for services provided through PCHS. However, this position is inconsistent with your position on this issue. In an email communication between the former PCHS Executive Director, Amy Dresser Held, and you, dated June 29, 2010, you agreed to having 9th grade siblings share transportation with their brothers and sisters who were continuing students. (A copy of that email is attached) As of this date, many of those parents have been paying for transportation provided by Global Transportation services.

I would believe that the costs incurred by these families need to be reimbursed, by LAUSD, and effective immediately the 9th grade siblings should be allowed to ride the same bus as their brothers and sisters.

Second, since September 13, 2010, the buses provided through LAUSD have consistently arrived late and we have struggled to get your bus drivers to hand out Tardy Passes to

V.B.

facilitate our students getting to class as soon as possible. When the buses arrive late our students miss valuable academic instructional time as well as the opportunity to begin their day with breakfast.

I would see dropping off the PCHS students before the Paul Revere students as a possible remedy or looking into a different route that would allow our students time for breakfast and arrival to their first class of the day on time.

As I look over the Memorandum of Understanding, signed by you for LAUSD on April 20, 2010, and specifically ...item 5. Communications... *The parties agree to work cooperatively to communicate to parents, prospective parents, and the relevant school communities about phasing out of Integration and traveling Programs at Palisades Charter High School and the transportation and enrollment options available for affected students, including the options set forth in section 1 (c) above.* I believe that LAUSD has not been diligent in responding to wording of this item.

Also, with the first payment due, under the MOU on November 1, 2010, as indicated in ...item 6 (c) ... I believe it is necessary for us to convene another meeting to discuss several concerns that have manifested themselves in the first month. I am available to meet with you on any of the following dates; October 25th, 26th, 27th or 28th. I will bring all documentation to that meeting to help us reach an amicable and mutually acceptable agreement to these issues.

I look forward to hearing from you in the next four days to confirm the date and time of our meeting.

Cc PCHS Board of Trustees
Marcia Haskin, Interim Principal
Middleton, Young and Minney, LLP

2/11/2011

V.C.

Palisades Charter High School

Independent Study and Distance Learning Models

Richard Thomas, M. Ed
Director of Curriculum and Instruction

Current Programs at Pali

- BYU Online
- No Independent Study
- Adult Education administered by LAUSD
- SMC Elective College courses
- Temescal Academy Alternative Program and credit recovery with objective to return to Pali on target to Graduate or complete High School diploma requirements of Temescal Academy

Proposed Models

- **Aventa Credit Recovery Courses**
 - 6 week courses supported by Highly Qualified Teachers employed by Aventa
- Assessments completed before and after school by Main Campus students
- Hybrid schedules for Temescal Academy students to increase opportunity to meet graduation requirements
- **Virtual High School**
 - Supported by Pali Teachers vs K-12

Pricing

Credit Recovery Online Program

	Credit Recovery – For each block of 10 Concurrent Annual User Seats
Content, Hosting & Support	\$2000.00
Total	\$2000.00

- Student and Mentor Support Included.
- "Concurrent User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student.
- Mentor Training Required
- Discount applies for a pre-purchased number of seats:
 - o 10- 25 blocks is a 5% discount
 - o 26-50 blocks is a 7% discount
 - o 51-100 blocks is a 9% discount
 - o Over 100 blocks is a 12% discount

Training

Optional: Online Teacher Training	1 Day Onsite	\$2,500.00
Required: Mentor Training	1 Day Onsite	\$2,500.00
	-OR-	
	2 Hour Virtual Session	\$250.00

- Includes Expenses

Pricing

	Advanced Placement Series	Core, World Languages, Elective Series
Content	\$ 99.00	\$ 89.00
Content & Hosting	\$154.00	\$144.00
Content, Hosting & Instruction	\$329.00	\$299.00

- Fee is per student / per semester / per course.
- Long term course licensing available. Pricing varies depending on size of your school.
- Highly qualified instructors.
- Discount applies for a pre-purchased number of seats:
 - 100- 250 seats is a 5% discount
 - 251-500 seats is a 7% discount
 - 501-1000 seats is a 9% discount
 - Over 1000 seats is a 12% discount

* Not able to have concurrent enrollment

Cost Breakdown

- \$2,000 per 10 licenses, any student can be on system at any one given time as long as seat is available, access to licenses are for 365 days, estimate 30 to 50 students can complete program, works out to \$40 to \$66 per seat
- Proposal to purchase 100 licenses for \$19,250
- Projected increase ADA by 5% would yield approximately \$98,000
- Projected decrease in dropout rate and an increase in Graduation Rate by 5%, allowing School to meet AYP Graduation Rate benchmark of 90%
- Currently, Grad Rate is 85%, not meeting AYP

Independent Study Model

- Original Semester Course - \$300/course-(Aventa)
- Credit Recovery Course - \$200/course-(Aventa)
- Enrolled in 6 courses during school year
- Proposal - \$300 x 6 course = \$1,800/students
 - \$1,800 x 100 students = \$180,000
 - Personnel Costs = \$39,000
- Total Projected Costs \$219,000
- ADA per student - \$7,000 x 100 = \$700,000
- Proposed revenue to school - \$481,000
- Pali does its own marketing, enrollment, Educ Serv

Virtual High School

K¹² Online Learning Capabilities and Solutions

\$2,500 Per Student with your teachers

\$4800 Per HS student with K12 teachers/\$4340 for K-8 with K12 teachers

Curriculum

- up to 6 year long courses
- course materials shipping, lease & reclamation

Pupil Recruitment - Local

- mini-site
- event planning support
- collateral
- lead outreach via auto-dialer & electronic

Enrollment Processing

- online enrollment tool (EPR)
- enrollment counselor
- enroll students online
- get reports once a week

Educational Services

- Strategies for Success
- Study Island- remedial tool
- Scantron Performance Testing
- thebigthink¹² - online community
- orientation course package
- teacher hotline & support website
- Naviance - counseling system
- School Messenger
- Turnitin.com - anti-plagiarism tool

Virtual School Model

- K-12 Program with Pali Teachers
 - \$2,500 x 100 students = \$250,000
 - 2 Auxiliaries + 2 Instr Asst + Coordnt = \$ 65,000
 - Total Projected Costs = \$315,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$385,000

Virtual School Model

- K-12 Program with K-12 Teachers
 - \$4,800 x 100 students = \$480,000
 - 2 Instructional Asst + Coordinator = \$ 40,000
 - Total Projected Costs = \$520,000
 - Projected ADA = \$7,000 x 100 = \$700,000
 - Projected Revenue to School = \$180,000

Summer School:

- Students that have Failed a Class
- Students that want to Get ahead, enrichment, GATE students, (A-G)
- Classes that Prepare for High School (Such as an 8th Grader)
- Students that want to Explore a New Elective that did not fit into regular schedule, etc.
- Credit Recovery

Could structure school offering K-12 Original Credit classes, Aventa Original Credit Classes and Credit Recovery Classes.

-There is a Family Purchase Plan

Set up a Consumer Pay Website for your families.

They pay us directly for the classes and your school gets a 20% school credit back to use for Aventa or K-12.

Families pay Aventa directly on website.

Aventa would help put fliers together and target students in the community that may benefit from your program.

Families use a code that connects them directly to your program.

Projected Costs – Personnel – \$39,000

Projected Revenue – 1000 students x \$200 course – \$200,000 x 20% = \$40,000



A California Distinguished School

**EDUCATIONAL PROGRAMS COMMITTEE
BY-LAWS
REVISED DECEMBER 1, 2010**

SECTION 1—PURPOSE

The purpose of the Palisades Charter High School (PCHS) Educational Programs Committee is to foster the development of quality educational programs and improved student achievement at PCHS. To accomplish its purpose, the committee will encourage teachers and other stakeholders to participate in the formulation of curricular programs and policies. Specifically, the committee's focus, in accordance with California Education Code Section 47600, will be to:

- Improve pupil learning in measurable ways;
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving;
- Encourage the use of effective and innovative teaching methods; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school.

SECTION 2—FUNCTION

The function of the PCHS Educational Programs Committee shall be to:

- Develop and/or analyze proposals relating to the school's educational programs;
- Use achievement data to help plan and assess educational programs;
- Make recommendations regarding educational matters to the PCHS Board of Trustees; and
- When appropriate, make decisions regarding implementation of programs within the parameters set by the PCHS Board of Trustees. (Decisions incurring liability or involving a major policy change, as determined by the Executive Director, must be brought to the Board.)

SECTION 3—CONSTRUCTION

These bylaws shall be liberally construed to the end that the PCHS Educational Programs Committee fulfills its stated function.

SECTION 4—COMPOSITION AND SIZE

The Educational Programs Committee shall consist of 18 voting members and one ex officio member, with the following composition:

- 1 Academic Principal or his/her designee
- 10 Teachers, each from a different department
- 1 Member of the Counseling Department

- 1 Classified Employee
- 2 Parents (1 traveling)
- 2 Students
- Executive Director (ex officio)
- 1 Community Member

Members should be selected during June of each school year. Those desiring membership may make such request to the Secretary of the committee in May. If more than the number of required members applies, an election should be scheduled for the June committee meeting and those attending that meeting should vote to seat the committee. Those persons receiving the most votes for each stakeholder position shall be seated as a committee member and the runners-up shall be seated as alternates.

Members will serve one-year term, with no term limits. Terms shall commence in June and continue through the next school year. Vacancies shall be filled by alternates or by accepting new applications, if necessary, during the term.

The names of the committee members and officers will be submitted to the Board of Trustees for approval and the committee members' names should be published (on the school website and on the designated bulletin board) in June.

Members may only be removed by the PCHS Board of Trustees upon a petition of three-fourths (3/4) of the Committee, or a motion by a member of the Board.

SECTION 5—CHAIRPERSON

The Committee Chairperson shall be elected by the members, a majority which shall be from the faculty stakeholder group. The responsibilities of the Chairperson are:

- Call meetings;
- Prepare or direct the Secretary to prepare committee agendas;
- Oversee meetings to ensure that the function of the committee is met;
- Present committee reports to the Board of Trustees;
- Act as Parliamentarian or appoint a member to perform that function.

SECTION 6—SECRETARY

The Secretary of the Educational Programs Committee shall perform the following tasks:

- Preserve the committee's books and records;
- At the direction of the Chairperson, prepare and distribute notices of committee meetings;
- Prepare committee reports; and
- In the absence of the Chairperson, the Secretary acts as Chairperson.

SECTION 7—MEETINGS

Regular meetings of the Committee shall be held the first Wednesday of every month at the published time and place, subject to variation due to holiday. An agenda serving also as a notice of meeting shall be issued to Committee members in writing no less than 72 hours prior to a regular meeting. Any stakeholder may request an item be included on the agenda, provided such item is within the function of the committee by contacting the Chairperson of the Committee. Special and emergency meetings may be called on shorter notice, only in accordance with the Brown Act.

SECTION 8—QUORUM

A majority of the members, or alternates, with representation by at least three stakeholder groups constitutes a quorum. The Committee may not take action without a quorum.

SECTION 9—TELEPHONE MEETINGS

A meeting may be held by means of a conference telephone or similar communication only if in accordance with the Brown Act.

SECTION 10—RECOMMENDATIONS

Recommendations to the Executive Director and/or the PCHS Board of Trustees may be made only by a majority vote of the members present at the meeting. If legally permissible, an absent member can vote on an action item by written proxy, if the member was present for discussion on the item at a previous meeting or meetings. Decisions incurring liability or that are a major policy change, as determined by the Executive Director, must be brought to the Board. Such recommendations will be presented as a committee report to the Board at its regularly scheduled or special meetings. The Committee shall observe the Parliamentary rules provided by *Roberts Rules of Order* when considering recommendations to the Board.

SECTION 11-AMENDMENTS

Amendments to these bylaws may be made by the PCHS Educational Programs Committee by timely written request to the Secretary of the Committee in advance of notice of a meeting providing that notice of any proposed amendment or amendments, including text and statement of reasons therefore, is included in the notice of the committee meeting. All amendments must be consistent with the charter, the corporate bylaws, and any other governing document of the school.

SECTION 12—CONFLICTS OF INTEREST

Members of the PCHS Educational Programs Committee shall comply with the Conflicts Code of PCHS.

SECTION 13—SUBCOMMITTEES

The PCHS Educational Programs Committee is authorized to form subcommittees to bring recommendations before the full committee

SECTION 14 – ATTENDANCE

The members of the Committee may revoke a person's membership if that individual misses three consecutive meetings.

SECTION 15 - EFFECTIVE DATES

These bylaws and any amendments shall become effective upon adoption by the PCHS Educational Programs Committee and ratification by the PCHS Board of Trustees unless the committee and the Board expressly determine another effective date.

SECTION 16 – PARTICIPATION

The Educational Programs Committee encourages broad participation throughout the school community and all are welcome to attend and participate in Committee discussions. Only members may vote. Alternates from each stakeholder group may vote in the absence of that stakeholder group's voting member.



KONICA MINOLTA

bizhub

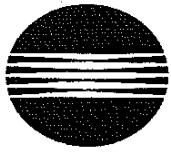
Palisades Charter High School

Proposed Product:

Konica Minolta bizhub PRO 950 Production Printer/Copier/Scanner

Specifications

Imaging System:	High Speed Dual Laser Imaging
Development System:	Smitri Polmerized Toner
Annual Duty Cycle:	9,000,000 pages
Print Copy Speed:	95 pages per minute (8.5" x 11")
Scan Speed:	95 scans per minute (8.5" x 11")
Memory:	256 MB (Standard), 30 GB Hard Disk Drive
Warm Up Time:	5.5 Minutes (approx.) When copier is turn off overnight.
First Copy Out Speed:	3.1 seconds or less (approx.)
Copy Quantity:	1 – 9,999 copies
Magnification:	Zoom Range: 25 – 400%, 0.1% increase, Preset Reduction: 79%, 77%, 65%, 50% Preset Enlargement: 121%, 129%, 155%, 200%
Exposure Modes:	Auto, Text, Photo, Text/Photo, Manual
Standard Paper Supply:	(2) 500 sheet Universal paper trays, 1000 sheet Universal paper tray (Universal paper trays are trays that will adjust from 5"x 7" to 12" x 18"), 150 sheet intelligent bypass (to 12x18)
Paper Weight (Throughput)	11 LB. Bond to 57 LB. Bond (Maximum 244 GSM = 90 LB. Cover – up to 300 GSM through bypass and Large Capacity Tray).
Optional Paper Supply:	4,500 sheet Large Capacity Tray (8.5". x 11")
Maximum Paper Supply:	6,650 sheets of paper total with the Large Capacity Tray
Scanning:	Scanning in TIFF and PDF formats, scan to e-mail (with LDAP), scan to FTP, scan to SMB (desktop), scan HTP
Document Feeder	Document feeder which will automatically turn the paper for 2-sided copying
Auto Paper Detection	Copier will detect the size of the original and match the correct paper size in the output drawer - no paper tray adjustment needed by the teacher.
Network Printing and Scanning	Standard on this bizhub950 Production Printer/Scanner/Copier



KONICA MINOLTA

bizhub 

Konica Minolta is proposing (2) two bizhub950 Production Print Multifunctional copiers for Palisades Teacher Work Room with the following features:

- Base Unit
- Document Feeder
- Stapler Finisher
- 2 & 3 Hole Punch
- Large Capacity Tray
- Scan and Print
- Power Filter

60-Month Lease

60 Month Lease Payment for both copiers \$458.76

Service Maintenance Cost \$990.00*

**Service Maintenance Cost is for (2) bizhub950's and the Canon ir9070 and includes 300,000 copies. It also includes all parts, on site service and all supplies except paper and staples.*

Monthly 60-Month Lease and Service Cost is \$1,448.76

Leadership Team Evaluation Timeline 2010-2011

March 1st – Evaluations Completed

April 12th – Recommendations made to the Board

April 30th – Contracts signed

March 15th is the deadline for notifying teachers and other employees of non-reelections. It is my recommendation to utilize the timeline for the leadership team as well. The proposed timeline would be as follows:

March 1st – Evaluations Completed

March 15th – Recommendations made to the Board

March 30th – Contracts signed

Employee	Title	Reviewer
Mary Bush	Director of Student Support	Haskin
Ann Davenport	Director of Academic Planning and Counseling Services	Haskin
Russel Howard	Director of Student Athletics, Activities, Discipline, and Security	Haskin
Monica Iannessa	Director of Admissions, Attendance, and Student Welfare	Haskin
Richard Thomas	Director of Instruction	Haskin
Jennifer Avant Eustice	Director of Human Resources	Smith
Maisha-Cole Perri	Operations Manager	Smith
Gregory Wood	Chief Business Officer	Smith

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
Palisades Charter								
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		
Santa Monica-Malibu								
	Director of Child Development Services	91,341.80	95,913.40	100,702.80	107,736.40	111,034.00	\$2,452.32 after 3 years at highest step. *Subsequent increments are paid every third year thereafter.	210-222 paid work days
	Director of Adult Education	93,625.40	98,311.40	103,219.60	108,380.80	113,810.40		
	Director of Classified Personnel	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Development and Grants	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Educational Services	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Information Services	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Professional Development and Leadership	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Special Education	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Standards and Assessments	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Student Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Pupil Services	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Facility Improvement Projects	96,838.62	101,684.88	106,762.02	112,101.12	117,715.50		
	Director of Facility Management	85,589.88	89,876.70	94,363.32	99,078.60	104,042.52		
	Director of Transportation Services	68,535.84	71,967.96	75,559.92	79,333.92	83,309.94		
	Director of Human Resources	99,260.64	104,226.78	109,430.46	114,902.76	120,659.22		
	Director of Fiscal/Business	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Director of Food Services	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Director of Purchasing and Warehouse	75,650.94	79,438.26	83,403.18	87,570.12	91,959.06		
	Asst. Principal (High School)	87,189.90	91,553.70	96,125.40	100,930.20	105,987.00		
	Associate Principal SAMOHI	94,476.54	99,205.14	104,157.96	109,366.08	114,845.04		
	Principal/CEO SAMOHI	109,565.88	115,147.06	120,790.20	126,828.60	133,186.68		
	Chief Academic Officer	115,113.66	120,872.34	126,904.08	133,248.84	139,928.82		

Salary Schedule Comparison Spreadsheet

Name of District	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year	
Granada Hills Charter									
	Student Data Services Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00	There are no longevity increments. Classified employees cap-out upon reaching the highest step.	261 paid work days (including holidays)	
	Security/Events Manager	60,492.00	64,424.00	68,612.00	73,071.00	77,821.00			
	Network Manager	65,574.00	70,132.00	75,008.00	79,884.00	85,077.00			
	Plant Manager	55,078.00	58,657.00	62,470.00	66,530.00	70,855.00			
	Cafeteria Manager	59,400.00	63,261.00	67,373.00	71,751.00	76,415.00			
	Student Store Manager	56,439.00	60,107.00	64,014.00	68,175.00	72,607.00			
	Human Resources Manager	83,891.00	89,343.00	95,151.00	101,335.00	107,922.00			
	Chief Business Officer	105,721.00	111,681.00	118,196.00	124,858.00	131,844.00	Step 6	Step 7	
	Director	92,587.00	98,487.00	103,373.00	109,097.00	115,320.00	139,326	147,234	
							121,826	128,700	
Beverly Hills									
	Certificated Management						Step 6	Longevity Increments	Work Days Per Year
	HS Asst. Principal	89,791.00	93,647.00	97,533.00	101,922.00	106,508.00			
	HS Principal	106,222.00	110,821.00	115,550.00	120,748.00	126,182.00			
	Coordinator of Special Ed.	82,704.00	86,350.00	90,444.00	94,432.00	98,565.00			
	Director, Pupil and Special Services	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Adult Ed.	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Educational Technology	99,507.00	103,939.00	108,369.00	112,828.00	117,905.00			
	Director, Assessment/Acct.	93,757.00	97,933.00	102,108.00	106,308.00	111,093.00			
	Classified Management						Classified Management: 261 Paid Work Days		
	Custodial Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Food Services Manager	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Purchasing Agent	54,696.00	57,433.00	60,286.00	63,308.00	66,475.00		69,797	
	Facilities Manager	67,694.00	71,079.00	74,631.00	78,364.00	82,282.00		86,396	
	Director of Maintenance & Operations	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Human Resources Coordinator/Credential Analyst	77,393.00	81,263.00	85,315.00	89,588.00	94,071.00		98,760	
	Director of Business Operations	81,263.00	85,315.00	89,588.00	94,071.00	98,760.00		103,698	
	Director of Planning and Facilities	96,133.00	100,939.00	105,986.00	111,285.00	116,850.00		122,691	
Centinela Valley Union High School District									
	Principal	112,758.00	119,189.00	124,677.00	127,660.00		224		
	Director	110,524.00	116,360.00	122,194.00	125,176.00				
	Associate Principal	104,825.00	110,343.00	115,860.00	118,843.00				
Culver City Unified School District									
	High School Principal	100,560.00	104,580.00	108,768.00	113,112.00	117,636.00	225		
	HS Assistant Principal	86,988.00	90,464.00	94,094.00	97,856.00	101,761.00	215		
	Assistant Director of Special Education	108,636.00	112,956.00	117,492.00	122,208.00	127,092.00	225		
	Director of Maintenance, Operations and Transportation	87,792.00	91,296.00	94,944.00	98,736.00	102,672.00	225		
	Assistant Superintendent of Business Services	115,380.00	119,988.00	124,788.00	129,780.00	134,964.00	225		
	Director - Human Resources	92,940.00	96,648.00	100,524.00	104,532.00	108,720.00	225		

PCHS Leadership Salary Schedule - approved May 26, 2010

	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments	Work Days Per Year
	Director of Admissions, Attendance, and Student Welfare	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00	1st increment: \$1500 after 5 years at highest step; 2nd increment: \$2,800 after additional 5 years	224 work days with 12 paid holidays
	Director of Student Athletics, Activities, Discipline and Security	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Curriculum and Instruction	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Student Support Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Director of Academic Planning and Counseling Services	98,630.00	104,190.00	110,056.00	116,474.00	123,045.00		
	Operations Manager	65,000.00	70,000.00	75,000.00	80,000.00	85,000.00		
	HR Director	75,000.00	80,000.00	85,000.00	90,000.00	95,000.00		
	Chief Business Officer	105,000.00	110,000.00	115,000.00	120,000.00	125,000.00		
	Principal	110,000.00	115,000.00	120,000.00	125,000.00	130,000.00		
	Executive Director	120,000.00	125,000.00	130,000.00	135,000.00	140,000.00		

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME**

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

Chair, Board of Directors, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

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

**BYLAWS
OF
PALISADES CHARTER HIGH SCHOOL**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

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

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

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

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

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

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

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

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

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

ARTICLE V DEDICATION OF ASSETS

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

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII BOARD OF TRUSTEES

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

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

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

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

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

(d) Adopt and use a corporate seal.

Section 3. DESIGNATED TRUSTEES. The designated Trustees (also referred to herein as Board members or Trustees) are described in the Membership section of Element 4 of the Charter School's Charter and will be composed as follows:

(a) The Board shall consist of eleven (11) voting members and one (1) non-voting member who shall be a current PCHS pupil. The majority of the 11 voting members shall be non-interested persons as provided below in Section 4. In addition one (1) representative of the LAUSD will be permitted to serve as a non-voting ex officio member of the Board. The voting members of the Board will consist of the following:

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

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

(c) In accordance with the Charter, Board members shall be drawn from the same geographic areas as the School's pupil body. Among the desired qualifications for Board members should be expertise in the fields of finance, law and ethics, and/or education practice, as well as prior involvement at the school. To run for the position of Board member, an individual should, to the best of his or her knowledge, be an eligible member of the group that he or she will be representing for the entire term. Eligible candidates for the Board must also demonstrate a willingness to actively support and promote the Charter School, as well as a dedication to the Charter School's educational philosophy and goals. Eligible candidates must also have an understanding of the responsibilities of a Trustee, including as outlined in any current Governance Policies.

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

(1) The faculty stakeholder group will elect two credentialed Faculty voting members and the Charter School's pupils will elect one credentialed Faculty voting member.

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

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

(4) The parent stakeholder group will elect its own members. At least one Parent member must be from the communities served by the traveling pupil programs outside PCHS's traditional catchment area.

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

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

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

Section 5. BOARD MEMBERS' TERMS; ELECTIONS.

(a) Board Member's terms shall be as described below:

(1) Faculty Trustees elected by the faculty will serve a two-year term.

(2) Community Trustees will serve a two-year term.

(3) Classified Staff Trustee will serve a two-year term.

- (4) Parent Trustees will serve a two-year term.
- (5) Administrative Trustee will serve a two-year term.
- (6) Faculty Trustee elected by the students will serve a one-year term.
- (7) Pupil Trustee will serve a one-year term.

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

(c) Elections shall be held at least annually and terms will begin at the earlier of either (i) first regularly scheduled Board meeting held after the expiration of the prior Trustee(s)'s term(s) or (ii) fourteen (14) days after the expiration of the prior Trustee(s)'s term(s). The Election Committee shall be authorized to conduct a separate annual election for the faculty Board Member elected by pupils and for the pupil Trustee so as to permit such elections to occur prior to the close academic year.

Section 6. ELECTION COMMITTEE. The Board shall appoint an Election Committee. The Election Committee shall be comprised of representatives of all stakeholders. The duties of the Election Committee shall include (a) organizing and running the annual elections for the Board in a timely manner including the establishment of voting procedures to be submitted to and approved by the Board; (b) creating guidelines for candidates; advertising for open positions; (c) informing candidates of the duties and responsibilities of the position; (d) obtaining necessary information from candidates; (e) confirming candidate eligibility according to the composition criteria set forth in Section 3 of this Article VII; (f) informing stakeholders of meetings, candidate forums and elections; (g) creating ballots; (h) supervising the election process; (i) assuring the security and integrity of ballots; (j) counting all ballots, tabulating results and reporting results to all stakeholders; and (k) conducting run-off elections, as needed.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT CANDIDATE. No corporate funds may be expended to support a candidate.

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

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

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

Section 9. RESIGNATION OF BOARD MEMBERS. Except as provided below, any Board member may resign for any reason by giving written notice to the Chair of the Board, if any, or to the Vice-Chair or the Secretary of the Board. Board members who cease, for any reason, to be an eligible member of the group that he or she was elected to represent will be obligated to notify the Chair of the Board, if any, or the Vice-Chair or the Secretary of the Board of such ineligibility and must submit their resignation from the Board immediately prior to the next regularly scheduled annual elections for the Board (even if their original term of office has not expired) and the Election Committee will include their position in such election as a vacant position. The resignation shall be effective when the notice is given.

Section 10. BOARD MEMBER MAY NOT RESIGN IF NO BOARD MEMBER REMAINS. Except on notice to the California Attorney General, no Board member may resign if the corporation would be left without a duly elected Board member or members.

Section 11. VACANCIES FILLED BY SPECIAL ELECTION.
A vacancy on the Board shall be filled when necessary by holding a special election.

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

Section 13. PLACE OF BOARD OF TRUSTEES MEETINGS. Meetings shall be held at the principal office of the corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and

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

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

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

Section 16. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the Vice Chair, the president, the Secretary, or a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

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

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

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

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

Section 18. TELECONFERENCE MEETINGS. Board members may participate

in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- (a) At a minimum, a majority of the voting Board members then in office shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- (d) All locations where a member participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

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

Section 20. ADJOURNMENT. A majority of the Board members present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Board members who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 21. CLOSED SESSION MEETINGS. Closed session meetings of the Board shall be posted and run in compliance with the provisions of the Brown Act. Unless otherwise dictated by need and approved by a majority of the Board, only voting members of the Board

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

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

may participate in closed session meetings.

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

Section 23. CREATION OF POWERS OF COMMITTEES. The Board may create one or more standing and/or ad hoc committees, to serve at the pleasure of the Board. Standing committees currently include the following: (1) the Budget and Finance Committee; (2) the Educational Programs Committee; (3) the Operations, Facilities and Technology Committee; (4) the Communications Committee; (5) the Policy Committee. Ad hoc committees currently include the Election Committee. Authorized committees that exercise the authority of the Board, shall consist of two or more Board members. Unless otherwise changed by Board approval, the only committee that is authorized to exercise the authority of the Board is the Grade Appeals Committee. Standing committees shall hold elections for their members. These committees shall consist of individuals elected to committee membership according to the Charter and the respective committee's bylaws. The goal is for teachers to comprise at least 50% of each standing committee. Committees shall report to the Board on a periodic basis. Subject to the approval of the Board, each standing committee shall establish its own bylaws to address, among other matters, purpose, committee membership, elections, meetings, and duties. Committees of the Board shall have all the authority to the extent provided in the Board's resolution establishing the committee, except that committee actions potentially involving substantial liability or major policy decisions, as determined by the PCAO or the Board, shall be approved by the Board and no committee may:

(a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the Board or approval of a majority of all Board members;

(b) Fill vacancies on the Board or any committee of the Board;

(c) Fix compensation of the Board members for serving on the Board or on any committee;

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

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

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

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

Section 24. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept, and shall be posted on the PCHS website under the Governance section. In addition each committee's minutes shall be kept in each committee's binder residing in the PCAO's office. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 25. **NON-LIABILITY OF BOARD MEMBERS.** No Board member shall be personally liable for the debts, liabilities, or other obligations of this corporation.

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

ARTICLE VIII OFFICERS OF THE CORPORATION

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

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

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

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

Section 5. **REMOVAL OF OFFICERS.** Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights

of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

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

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

Section 8. CHAIR OF THE BOARD. The Chair of the Board shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 9. VICE-CHAIR OF THE BOARD. In the absence of the Chair, the Vice-Chair shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 10. PRESIDENT. The chief officer of the Charter School shall be the president, also known as the Principal and Chief Administrative Officer (PCAO). Subject to such supervisory powers as the Board may give to the Chair of the Board, if any, and subject to the control of the Board, and subject to the president's contract of employment, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The president shall have such other powers and duties as the Board or the bylaws may require.

Section 11. VICE-PRESIDENTS. The vice-president is also known as the _____. Subject to the vice-president's contract of employment, if the president is absent or disabled, the _____ or such other vice president as may be designated by the Board, shall perform all duties of the president. When so acting, the vice-president shall have all powers of and be subject to all restrictions on the president. The vice-presidents shall have such other powers and perform such other duties as the Board or the bylaws may require.

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

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and bylaws, as amended to date.

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

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

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

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

ARTICLE IX CONTRACTS WITH TRUSTEES

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

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

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

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

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

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

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

ARTICLE X CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES

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

ARTICLE XI LOANS TO TRUSTEES AND OFFICERS

This corporation shall not lend any money or property to or guarantee the obligation of any Trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Trustee or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

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

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

This corporation shall keep:

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

and

ARTICLE XV INSPECTION RIGHTS

Section 1. BOARD MEMBERS' RIGHT TO INSPECT. Every Board member shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Board member's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of confidential employee records or pupil educational records, etc.) pertaining to access to books, records, and documents.

Section 2. REQUESTS FOR PUBLIC RECORDS. This corporation shall comply with the requirements of the California Public Records Act. (See Government Code Section 6250 et seq.).

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by any stakeholder at all reasonable times during office hours. If the corporation

has no business office in California, the Secretary shall, upon written request, furnish a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI REQUIRED REPORTS

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

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

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

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

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

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

**ARTICLE XVII
AMENDMENT TO BYLAWS**

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Palisades Charter High School, a California nonprofit public benefit corporation; that these bylaws, consisting of sixteen (16), are the bylaws of this corporation as amended by the Board on October 20, 2009 February xx, 2011; and that these bylaws have not been amended or modified since that date.

Executed on February 15, 2011, at Pacific Palisades, California.

Susan Frank, Secretary

PCHS Bylaws Committee 2010-2011

John Callas
Julia O'Grady
Carol Osborne
John Riley