

**TENTATIVE AGREEMENT BETWEEN THE ACCELERATED SCHOOLS  
(TAS) AND UTLA**

**JANUARY 26, 2019**

The following constitutes the terms of the tentative agreement for a successor collective bargaining agreement (CBA) between TAS and UTLA. TAS and UTLA acknowledge and understand that this tentative agreement is subject to the UTLA consideration and ratification process and TAS Board consideration and ratification process. This tentative agreement shall include all articles tentatively agreed upon, and the terms of all other articles in the 2015-2017 CBA not listed below as status quo.

**1. TERM** – The term of the CBA shall be for three years, July 1, 2018 to June 30, 2021. The parties agree to a re-opener on the limited issue of the salary table for the 2020-2021 school year; bargaining for such shall begin no later than January 30, 2020.

**2. ARTICLE IX: DISCIPLINE AND EMPLOYMENT STATUS**

**Non-Renewal of Employment Contract**

TAS may, at its discretion, decline to offer an individual employment contract to a teacher by providing written notice to the teacher by no later than March 15<sup>th</sup> of the year in which the contract expires. Starting with the employment contract for the 2020-2021 school year, the following process below shall apply. The process below and the decision not to offer an employment contract is not grievable, appealable or subject to any evidentiary hearing or remedy provided under California Code of Civil Procedure section 1194.5.

**Meeting with CAO**

A teacher who is non-renewed involuntarily for the following year, may request a meeting with the Chief Academic Officer (CAO) to discuss the non-renewal decision. Such request for a meeting shall be provided in writing to the CAO within five business days of the written notice of non-renewal from TAS. The meeting between the teacher and CAO shall take place within 10 business days of the CAO's receipt of the request unless another date is mutually agreed upon.

**Classroom Visits by CAO**

After meeting with the CAO, and between March 15 and May 15, the CAO will make unannounced and scheduled classroom visits at the CAO's discretion to evaluate the teacher. By May 15, the CAO shall inform the teacher as to whether the decision to decline to offer an individual employment contract to the teacher has changed. The decision of the CAO is final; and is not grievable, appealable or subject to any evidentiary hearing or remedy provided under California Code of Civil Procedure section 1194.5.

## Severance

Should TAS decline to offer an individual employment contract to the teacher, the teacher shall be entitled to receive a lump sum severance payment that is equivalent to three months of the teacher's current salary. The teacher may choose to receive this payment in one lump sum or in three equal monthly payments. In addition, TAS shall continue paying the teacher's health benefits in the same manner through September 30 of that year. In exchange for any severance compensation, the teacher shall execute a separation agreement that includes a general release and waiver of all claims arising out of or related to employment at TAS and separation of employment at TAS. The severance shall not be paid to the teacher and the teacher's health benefits coverage shall not continue to be paid by TAS unless and until the release is effective.

### **3. ARTICLE XIII: COMPENSATION**

#### **Signing and Renewal Bonus**

TAS agrees to provide a \$10,000 annual signing and renewal bonus in 2019, 2020 and 2021 to renewed teachers pursuant to the following terms:

- TAS agrees to provide a bonus of \$5,000 to the renewed and returning teachers to be paid during the February 20, 2019 paycheck and during the first pay period of June 2020 and June 2021. The renewed teacher must complete the current school year and enter into an employment contract with TAS for the following school year in order to be eligible to receive the \$5,000 bonus. For example, should a teacher receive a renewal notice, enter into an employment contract with TAS to teach the 2019-2020 school year, and complete the 2018-2019 school year, then the teacher is eligible to receive the \$5,000 bonus. But if the renewed teacher does not enter into an employment contract with TAS to teach the 2019-2020 school year or does not complete the 2018-2019 school year, then the teacher is not eligible to receive the \$5,000 bonus.
- Should the renewed teacher enter into an employment contract for the following school year but not return to teach at TAS during the following school year, the teacher shall pay back to TAS the \$5,000 bonus by a date no later than the first day of the school year. For example, should a teacher receive the \$5,000 bonus paid in February 2019 and not return to teach at TAS during the fall of 2019, the teacher shall pay back to TAS the \$5,000 bonus received in February 2019 by a date no later than the first day of the 2019-2020 school year (and is not eligible to receive the \$5,000 bonus described below).
- TAS agrees to provide an additional bonus of \$5,000 to the renewed and returning teachers to be paid during the first pay period after the CalPads Report is due in 2019, 2020 and 2021.

**4. ARTICLE XIV: HEALTH BENEFITS**

Effective 30 days after the pay period that follows ratification and approval, each eligible full-time unit member shall be entitled to receive a maximum monthly insurance benefit contribution towards medical, dental, vision and life premiums as follows:

Employee Only	\$526.29
Employee Plus One	\$1,044.12
Family	\$1,458.22

In the case where spouses or registered domestic partners are both employed by TAS, for the purpose of securing health and welfare benefits for the employees and eligible dependents, the maximum amount of TAS contribution available shall be the total of the maximum amounts available to each employee individually.

Effective July 1, 2019, increases in medical, vision, and dental premium rates shall be split 50/50 between TAS and the unit member.

**5. COLLABORATIVE CONSENSUS COMMITTEE**

In addition to the articles above, as part of this tentative agreement, TAS and UTLA would agree to establish a Collaborative Consensus Committee made up of the following:

- One teacher from each school, elected by the teachers at the school,
- One administrator from each school,
- One parent,
- The CAO, and
- Juli Quinn

The guidelines, schedule of meetings, and list of prioritized topics will be co-constructed by the committee, and shall include, but not be limited to:

- Potential suggestions for additional multi-year employment contract criteria
- A revisit and potential suggestions for the teacher evaluation process

**6. ARTICLE VIII: GRIEVANCE PROCEDURE**

6. The recommended award of the arbitrator shall be advisory to the Board of Trustees who shall make a final and binding decision on the resolution of the grievance after full review and consideration of the recommendations of the arbitrator. A decision by the Board of Trustees to ignore, override, or modify the arbitrator’s recommended award shall require a unanimous vote of the Board.

**7. RENEWAL OF TEACHERS FOR 2019-2020 SCHOOL YEAR**

TAS has determined that all current unit members shall be offered an employment agreement for the 2019-2020 school year unless the teacher does not possess a California teaching credential, or is subject to dismissal for cause as described in Article IX of the CBA.

Signed and entered into on this 26th day of January, 2019 in the County of Los Angeles, State of California.

The Accelerated Schools

United Teachers Los Angeles

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T. Oliver Yee  
Chief Negotiator

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Hong Bui  
Chief Negotiator

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