

SIDE LETTER OF AGREEMENT

BETWEEN

THE ACCELERATED SCHOOL

AND

UNITED TEACHERS LOS ANGELES

July 1, 2020 to June 30, 2021

This Side Letter of Agreement (“Agreement”) between the The Accelerated School (“TAS”) and United Teachers Los Angeles (“UTLA”) (collectively, the “Parties”) is entered into with respect to the following:

WHEREAS, the Parties desire to modify the 2018-2021 Collective Bargaining Agreement (“CBA”); and

WHEREAS, the Parties desire that unless otherwise specified herein, all other articles in the CBA are to remain in effect; and

WHEREAS, this Agreement modifies sections of Article XIII regarding Compensation and Article III regarding Work Year of the CBA only; and

WHEREAS, the following sets forth the Parties’ Agreement:

1. The Parties agree to modify Article XIII, section A, Salary Tables of the CBA to state as follows:

COMPENSATION (Article XIII)

A. Salary Tables

Effective July 1, 2020, annual base compensation shall be based on the salary table set forth in Attachment A, “Salary Table.” TAS shall determine, at its discretion, whether a teacher meets the requirements of the criteria set forth in the salary tables. Years of experience includes all years of teaching where the employee worked full-time as a certificated employee for a minimum of 75% of the school year. In addition, TAS may provide advanced placement on the salary tables, and such determination is solely at the discretion of TAS. The determination as to whether a teacher meets the requirements of the criteria set

forth in the salary tables, and the determination as to advanced placement on the salary tables are not subject to any grievance procedure or appeal.

Teachers shall have until October 1 for the Fall semester, or February 1 for the Spring semester, to provide documentation regarding their units, level of education, credentials, and other information relevant to their placement on the salary tables. Placement on scale shall be effective upon receipt of transcripts and other supporting documents.

2. The Parties agree to modify Article XIII, section E, Hourly Rate of Pay of the CBA to state as follows:

COMPENSATION (Article XIII)

E. Hourly Rate of Pay

The hourly rate of pay for instructional duties outside the regular duty day shall be set at \$32 per hour (“Instructional Hourly Rate”), and \$30 per hour for non-instructional work (“Non-Instructional Hourly Rate”). For the purpose of this Agreement, instructional duties mean working directly with students in an instructional environment. The following duties outside the regular work day shall be compensated at these hourly rates of pay upon prior mutual agreement between the parties.

1. Tutoring – As part of the teacher's overall responsibility for their students’ success, teachers may work up to forty (40) hours during the school year performing in-school targeted intervention based tutoring, which will be supplemental to our core programs.

Tutoring, with administrative approval, can begin following a student's initial benchmark/diagnostic testing or the student's first progress report, and must end two weeks prior to the end of the school year. All tutoring performed must have pre and post data to document the intervention process and results, with exceptions as authorized by administration. A form will be provided for this purpose.

Tutoring hours must be documented and submitted on a regular basis using the method prescribed by TAS administration. Any additional tutoring hours over 40 hours must have pre approval from administration. Tutoring hours will be compensated at the Instructional Hourly Rate. On a monthly basis, TAS will provide teachers with the cumulative tutoring hours they have performed.

2. SST meetings – Time actually spent attending SST meetings that occur outside of the regular work day over and above eight (8) hours of time already spent

attending SST meetings that occurred outside of the regular work day will be compensated at the Non-Instructional Hourly Rate. All such time that occurs outside of the regular work day over and above eight (8) hours of time already spent attending SST meetings that occurred outside of the regular work day must be documented on a monthly time sheet handed into the Business Service Department at the end of each month.

3. The Parties agree to modify Article III of the CBA as follows:

WORK YEAR (Article III)

- A. Bargaining unit employees shall work 190 total days, including at least 180 instructional days and 10 professional development days. Professional development days will be scheduled by TAS and will include no more than five days of the Curriculum Institute prior to the start of the student academic year with the remainder of the student free professional development days to be scheduled during the school year.
- B. All new teachers shall work five additional work days for on-boarding at the Instructional Hourly Rate.
- C. All Bargaining Unit Employees: A main part of the mission and therefore the goal of TAS is to graduate students who are prepared to succeed at the university of their choice. To that end TAS offers programs that are designed to educate and support students who may need staff tutoring and/or intervention each day as determined by the respective department/team. This may include time outside of the regular instructional day, such as before school and after school. Such duties are considered a regular part of the program and are a regular part of the work year and work day.
- D. Assignments Outside the Regular Work-Year: Teachers shall be compensated at the established Hourly Rate of pay when there is prior mutual agreement from both parties regarding the assignment.
- E. Calendar Negotiations: The parties agree to complete calendar review and negotiations on the work-year calendar no later than May 15th each year.

4. TERM: The Parties agree that the term of this Agreement shall be for one year, July 1, 2020 to June 30, 2021.

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5. The Parties agree that with the exception of what is specified herein, all other articles and terms of the CBA shall remain in effect until and unless a successor CBA is entered into or are otherwise modified by written agreement of the Parties.

For TAS:

Leonard Rabinowitz
President – Board of Trustees

Dated: _____

Grace Lee-Chang
Chief Executive Officer

Dated: _____

T. Oliver Yee
Liebert Cassidy Whitmore

Dated: _____

For UTLA:

Hong Bui
UTLA Labor Representative

Dated: _____

Simone Barclay
Teacher

Dated: _____

Kari Rivera
Teacher

Dated: _____

Amber Blackwell
Teacher

Dated: _____

Diana Aguilar
Teacher

Dated: _____