

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE ACCELERATED SCHOOL
AND
UNITED TEACHERS LOS ANGELES**

EXPIRES: JUNE 30, 2024

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AGREEMENT BETWEEN
THE ACCELERATED SCHOOL COMMUNITY OF SCHOOLS
AND
UNITED TEACHERS LOS ANGELES (UTLA)

“PREAMBLE”: THIS AGREEMENT is made and entered into on this 27th day of July, 2021 between the BOARD OF TRUSTEES OF THE ACCELERATED SCHOOL, the exclusive public school employer under Education Code Section 47605 (hereinafter referred to as “TAS,” “School” or “Employer”) and UNITED TEACHERS LOS ANGELES, which together with its officers and representatives will be referred to in this Agreement as UTLA. UTLA is affiliated with the California Teachers Association (CTA), California Federation of Teachers (CFT), National Education Association and the American Federation of Teachers/AFL-CIO. This Agreement is entered into pursuant to the Educational Employment Relations Act “EERA”, Govt. Code Sections 3540, et seq.

The term of this Agreement is three years beginning July 1, 2021 through June 30, 2024.

ARTICLE I: RECOGNITION

- A. The School recognizes United Teachers Los Angeles (UTLA) as the exclusive representative for the purpose of the Educational Employment Relations Act (EERA, Govt. Code Sections 3540, et seq.) of all certificated employees in the broad classification of teacher including but not limited to, instructors, advisers and counselors and excluding: all classified, confidential, management and supervisory employees, and all substitute teachers.
- B. Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of this Agreement.
- C. New certificated positions which are established during the term of this Agreement shall first be reviewed by the Employer and the Union as to their inclusion in the bargaining unit and shall thereafter be accredited to the unit if such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.

ARTICLE II: DEFINITIONS

- A. "TAS" shall be defined to include, The Accelerated School, Wallis Annenberg High School and The Accelerated Charter Elementary School either collectively or individually, the Accelerated School Community of Schools and/or its Board of Directors, Administration, and other designated representatives.
- B. "UTLA" is the United Teachers Los Angeles, its officers, and representatives.
- C. "Immediate Supervisor" means the unit member's administrator, supervisor, or designee who has direct responsibility for supervising the Unit Member. Usually this person is the site principal, assistant principal, program director or designee;
- D. "Unit Member" means any certificated employee assigned to a certificated position who is included in the appropriate unit; pursuant to Article I, "Recognition".
- E. "Instructional Day(s)" means any day(s) pupils are required to be present for instruction.
- F. "Site" means the building or location where unit member is assigned to work.

ARTICLE III: WORK YEAR

- A. Bargaining unit employees shall work 195 or 190 total days, including at least 180 instructional days and 10 professional development days. All bargaining unit employees shall provide notice to TAS prior to the start of the school year as to whether they will not work the five optional 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.
- 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.

ARTICLE IV: WORK DAY

- A. The professional on site work week shall normally not exceed an average of thirty seven (37) hours exclusive of a ½ hour duty free lunch and shall include but shall not be limited to the student day, professional development time, preparation time, student supervision, parent and student conferences, IEP meetings, 504 meetings and Student Success Team (SST) meetings.
- B. In addition to the responsibilities in section (a) above, bargaining unit employees are required to participate in parent meetings in the evening(s) for after school related events which may include but are not limited to, back to school night, open house, parent teacher conferences, and presentations of learning. Parent meetings in the evening may be several consecutive days each month. Teacher participation in these evening parent meetings shall be limited to no more than six times per year. Teacher participation in evening parent meetings shall be limited to no more than sixty minutes in length per meeting.
- C. Secondary teachers will normally be given a conference/ planning/ preparation period of one class period on regular school days. This time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. This time will be scheduled around facility and staffing availability. The School reserves the right to require campus or classroom coverage or supervision as needed during the conference/planning/preparation period.

Bargaining unit members who work at the High School shall be paid for coverage or supervision during a preparation period at the Hourly Rate. TAS will attempt to limit this coverage to no more than two (2) times per semester and will attempt to rotate this coverage and/or seek volunteers to provide such coverage.

- D. Elementary teachers will be given an average of 90 minutes weekly of planning/conference/preparation time. This time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. This time will be scheduled around facility and staffing availability. The School reserves the right to require campus or classroom coverage or supervision as needed during the conference/planning/preparation period.
- E. Full time unit members will have a duty free lunch period of 30 minutes, except in the case of inclement weather or other emergencies when staff shortages exist as determined by the site principal or designee.
- F. At a minimum teachers shall sign in and be present at least 20 minutes before the start of the official instructional day and shall sign out no earlier than 20 minutes after the official end of the instructional day, provided, however, that teachers may be required to remain on site beyond these

times when required to perform the duties in paragraphs (a), (b) (g) and (h).

- G. 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 our Schools offer 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.
- H. Bargaining unit employees must be available for Student Success Team (SST) meetings and to conference with families before and after school as needed by students and families.
- I. Assignments Outside the Regular Work-Day: Teachers shall be compensated at the established Hourly Rate of pay when there is prior mutual agreement from both parties regarding the assignment.
- J. Half Day Substitutes: Bargaining unit members may request half day substitutes when needed but no more than three times per school year with at least 5 working days' notice in advance. Black out days include but are not limited to days that abut weekends and holidays. This right is contingent upon TAS being able to get a half day sub.

ARTICLE V: PROFESSIONAL DEVELOPMENT

- A. TAS and the bargaining unit agree that regular professional development and training are important to the professional growth of bargaining unit employees. This Article is intended to provide a process that ensures effective teacher input into this program and provides a regular system of feedback to the Board about the professional development program.

- B. There will be a Site Professional Development Committee (Site PDC) at each school which will work together to achieve consensus on the professional development programs for the site each year.
 - 1. The Site PDC will consist of a maximum three bargaining unit employees (selected by their peers) and the site administrator. The Site PDC will meet at least twice per year once in the fall and once in the spring to provide input, plan and evaluate the site professional development program. Additional meetings and attendees may be permitted by consensus of the Committee.
 - 2. The Site PDC will publish the schedule of professional development activities in advance of the start of the program.
 - 3. The Site PDC program will be at no cost to unit members.
 - 4. The Site PDC shall attempt to reach consensus on the plan for professional development and on the meeting schedule. In the event that the Committee is unable to reach consensus, the site administrator shall make the final decision on the professional development plan and schedule.

- C. A TAS PDC shall also be established to provide overall input and evaluation of the professional development programs. This Committee shall consist of a representative from each site PDC and the CEO or his or her designee. Additional attendees or meetings may be permitted by consensus of the Committee.
 - 1. The TAS PDC shall meet in the spring each year to review the overall professional development program to make recommendations for the program for the following school year.
 - 2. The TAS PDC shall also meet in the fall each year to assess the program and make any additional recommendations.
 - 3. The TAS PDC shall be responsible for providing feedback to all Site PDC's on recommendations for professional development.
 - 4. The TAS PDC chair, elected by the Committee, shall make a report to the Board of Trustees once per year on the professional

development program including a presentation on goals, achievements and any other topics recommended by the Committee.

ARTICLE VI: SAFETY

- A. TAS and the bargaining unit agree that safe schools and safe working conditions are important. To assist with facilitating training and an effective approach to school and workplace safety, TAS agrees to maintain the Safety Committee during the term of this Agreement. The Safety Committee shall include a bargaining unit employee representative from each school (and Keck). The bargaining unit representatives shall be selected by bargaining unit. This Committee shall meet at least three times during the academic year. The meeting schedule will be determined by the Committee and approved by the CEO.
- B. The Committee shall develop a comprehensive Safety and Disaster Plan which shall include at least the following:
 - 1. The responsibilities of employees for a wide variety of safety issues including but not limited to fire, earthquake, flood, civil disturbance, pandemic flu, student discipline and emergency closings;
 - 2. Emergency procedures including procedures for bargaining unit members with disabilities;
 - 3. Emergency procedures for crimes or potential crimes committed on school campuses including drills;
 - 4. Procedures for handling student altercations that occur on campus or at school related events;
 - 5. Lockdown procedures and drills;
 - 6. Fire Drill procedures including requirements for elementary and secondary fire drills for each year at each campus;
- C. At the beginning of each school year, a copy of the Plan will be made available to each employee.
- D. Any member of the Committee has a right to place topics on the agenda for the Committee meeting.
- E. Any bargaining unit employee who feels that an unsafe or unhealthy work situation exists shall be responsible to report such a situation to his or her supervisor immediately. An employee who feels that his or her supervisor is not adequately responding shall report the situation in writing to the CEO. The CEO will provide a written response to the employee within 10 working days of receipt of the report from the employee. All such written concerns shall be reviewed by the Committee.

ARTICLE VII: EVALUATION PROCEDURE

A. Introduction

TAS's main institutional goal is to graduate students who are prepared to succeed at the University of their choice. Effective teaching is key to achieving that goal. The performance evaluation process is a tool designed to assist the unit member and the School in reaching the goal of effective teaching. This tool utilizes the California Standards for the Teaching Profession (CSTP.) It is the goal of this process for every teacher to demonstrate proficiency in all standards.

The performance evaluation process is designed to:

1. Communicate with the unit member about his or her performance
2. To document and measure performance and to set professional goals.

The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

B. Frequency of Evaluation

1. Evaluation and assessment of the performance of each bargaining unit member shall be made on a continuing basis by the supervising administrator. A Formal Evaluation Summary shall be made at least once each school year for unit members who have worked for the School for five years or fewer, and at least once every other year for unit members who have worked for the School for more than five years in that same subject or grade level. Although most unit members will be evaluated according to this schedule, nothing in this Article restricts the School from conducting more frequent evaluations for any unit member. When the supervising administrator determines that additional evaluations are needed, he or she will meet with the unit member at least one month prior to an additional evaluation to provide notice and to discuss the performance concerns.
2. Any unit member who has received an unsatisfactory Formal Evaluation Summary shall receive a Formal Evaluation Summary at least once a year regardless of employment status. All unit members shall be evaluated in accordance with these procedures, and shall receive the Formal Evaluation Summary no later than April 1st.

C. Areas of Evaluation

1. The classroom teacher will be responsible for implementing school adopted curriculum and appropriate strategies for classroom instruction and classroom management to attain student achievement at each grade level.
2. The strategies selected will be subject to evaluation as to their appropriateness and effectiveness in meeting the objectives of the School. The School may recommend and/or require changes and may require remediation plans deemed necessary to assist in instructional improvement.
3. The School shall evaluate and assess certificated employee competency based in part on the California Standards for the Teaching Profession. Evaluation and assessment of certificated employee performance will also include:
 - (a) The progress of students toward the established standards at each grade level in the School. The unit member and the supervising administrator will endeavor to jointly determine how student progress will be measured at the goal setting meeting;
 - (b) The progress of students towards the objectives stated in Individualized Education Programs (I.E.P.'s) of special education students. The unit member and the supervising administrator will discuss how student progress towards IEP goals will be measured at the goal setting meeting;
 - (c) The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, which relate directly to the unit member's assignment. The goal setting process will include identifying those duties for the individual unit member;
 - (d) The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
 - (e) The employee's adherence to curricular objectives as defined by the School; action plans and adopted curriculum.
 - (f) For non-instructional unit members, the job responsibilities associated with the position;
 - (g) Goals and objectives for the evaluation period as established pursuant to Section #.3.1.1.

D. Formal Evaluation Summary and Process

1. **Goal Setting:** No later than four weeks after students return in the fall, bargaining unit members shall submit an individual professional growth plan (IPGP) containing three (3) goals based

on the CSTP for the current year to the evaluator for review. The IPGP shall include specific goals related to achievement in the following areas:

- (a) One goal must address progress towards the Standard of Assessing Student Learning;
- (b) Two goals must address progress towards two different standards identified by the evaluatee for personal professional development.
- (c) Goals Setting Meetings:

- i. The evaluator and each evaluatee shall meet each fall to discuss and attempt to mutually agree upon the goals related to the California Standards for the Teaching Profession and to establish criteria for assessment of progress (IPGP meeting). Prior to the fall goal setting meeting the evaluatee shall review and identify potential goals by using the Continuum of Teacher Development (a self-assessment rubric of the CSTP). The evaluatee shall bring the Continuum of Teacher Development to the IPGP meeting. By October 31 of each school year, bargaining unit members shall submit written final goals. Goals shall be considered final when the bargaining unit member is no longer responsible for revising them as indicated by the evaluator's written acceptance. If mutual agreement is not reached, and the unit member received a "meets or exceeds standards" rating on the previous performance evaluation the unit member will choose one goal, the evaluator will choose one and the third will be based on assessing student learning. If mutual agreement is not reached, and the unit member did not receive a "meets or exceeds standards" rating on the previous performance evaluation or if the unit member was not employed in the previous year the goals shall be set by the evaluating Site Administrator. Goals shall be set each year even if the bargaining unit member is not receiving a formal evaluation in that year.

- 2. **Observations:** The evaluator shall conduct two or more classroom observation(s) regarding classroom performance for unit members who are classroom teachers. The evaluator shall provide at least one week of notice for formal classroom observations. At least one such observation shall be a pre-announced formal observation. Within ten (10) working days after any formal classroom observation, the evaluator will hold a conference with the evaluatee in order to discuss the observation(s). The evaluator shall provide feedback to the unit member following an informal observation. This feedback shall require, at a minimum, that the evaluator provide a copy of the

observation checklist to the evaluatee within five (5) working days of the observation. This timeline may be changed by mutual agreement. The School reserves the right to conduct observations either formally or informally at any time.

3. **Formal Evaluation Summary:** The Formal Evaluation Summary shall be completed no later than April 1st. The Formal Evaluation Summary shall state either that the unit member is “meets or exceeds Standards,” is “approaching Standards” or is “unsatisfactory – not meeting Standards.” Recommendations will be provided for improving performance for any “approaching Standards” or “unsatisfactory – not meeting Standards” overall rating. The Formal Evaluation Summary may contain additional comments.
4. **Evaluation Conference:** All final evaluation conferences shall be completed no later than April 1st. Within ten (10) working days from the date of the formal evaluation conference, the Formal Evaluation Summary made pursuant to this Article shall be reduced to writing and a copy thereof shall be given to the evaluatee at the meeting.
5. **Performance Improvement Plan:** In the event that a unit member is not performing satisfactorily, an Improvement Plan may be issued. The Improvement Plan may be issued prior to or as a part of a formal evaluation. Upon issuance of an formal unsatisfactory evaluation, the administration shall comply with the following NEAT process:
 - a. **NOTIFY** the unit member that deficiencies exist.
 - b. Provide a full and complete an **EXPLANATION** (of deficiencies and suggested corrections).
 - c. Provide administrative and supervisory **ASSISTANCE**.
 - d. Provide reasonable **TIME** for correction of deficiencies.
 - e. **OBSERVE** the unit member on a more frequent basis.

E. Grievability

The substance of any evaluation is specifically exempted from the grievance procedure however a violation of evaluation procedure may be grieved.

ARTICLE VIII: GRIEVANCE PROCEDURE

A. Definition:

A grievance is a claim by the unit member, unit members or the union that a provision of this collective bargaining agreement has been violated or misapplied with respect to that unit member, or members, such that it resulted in an adverse consequence to the unit member(s). All other claims, such as violations of statute, individual employment agreements, charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Except as specified in Article IX A, personnel decisions including decisions affecting employment status and discipline of employees shall not be subject to this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party's rights under this procedure.

All timelines may be adjusted by mutual agreement between the grievant and TAS.

B. Informal Resolution:

Any grievance shall first be addressed with the site administrator or immediate supervisor, within seven (7) work days of when the grievant knew or should have known the event or condition giving rise to the grievance. The grievant must identify the concern as a grievance and request an informal meeting. The grievant may authorize the union representative to represent him/her at any grievance meeting.

C. Formal Resolution:

Step 1

If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to his or her site administrator or immediate supervisor within fifteen (15) work days of the event or condition giving rise to the grievance. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, and to the extent known dates, names of witnesses, (3) the adverse consequence resulting to the unit member, or union and (4) the remedy requested by the grievant. The site administrator or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) working days of the meeting.

Step 2

If the unit member is not satisfied with the response at Step 1, he/she shall, within five (5) work days of the receipt of the written response at Step 1,

notify the Chief Executive Officer that a grievance has been denied or unresolved by the site administrator or immediate supervisor. The Step 2 grievance shall specifically state any portions of the Step 1 response disputed by the grievant. If not resolved, the Chief Executive Officer will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The Chief Executive Officer shall provide a written response within seven (7) work days of the meeting.

Step 3

If the unit member is not satisfied with the response at Step 2, he/she shall, within five (5) work days of the receipt of the written response at Step 2, notify the Board President that he/she is requesting that the grievance be submitted to Option A or B below:

A. A hearing before the Board of Trustees or Board designated committee, or

B. Advisory arbitration upon Union approval only.

Where option B is utilized the following steps shall govern the arbitration process:

1. The Union and TAS shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

2. If either TAS or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in Section 1 above.

3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

4. TAS and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The

arbitrator shall be without power or authority to make any recommendation that requires TAS or the Union to do an act prohibited by law.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and recommended award.

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. The fees and expenses of the arbitrator shall be shared equally by TAS and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

8. The Grievant shall be provided with reasonable release time to attend any grievance meeting with TAS or to testify at his or her own grievance meeting.

ARTICLE IX: EMPLOYMENT STATUS

A. Termination During Term of Employment Contract

TAS may terminate an employee for “just cause” during the term of an individual employment contract. The employee may appeal the termination through the grievance procedure. The right to appeal shall be a post-termination appeal. Therefore, the employee would be separated from employment effective with the conclusion of Step 2 of the Grievance Procedure. The procedure applies only to dismissal for cause as described herein, and shall not be applicable to the determination that an individual employment contract will not be renewed, nor shall it be applicable to a reduction in force. For the purposes of this Agreement “just cause” may be reasonably determined by the Chief Executive Officer, Site Administrator or his/her designee and may include but not be limited to the following:

1. Dishonesty, to include theft or falsifying information.
2. Unsatisfactory performance, as defined by the Evaluation process, provided the employee has been given written notice of the deficiency and has been given thirty (30) days to cure the deficiency. The Administration will provide a written support plan outlining the resources offered to the employee during the 30-day period.
3. Unfit for service, including documentation of the inability to appropriately instruct or associate with children or students.
4. Refusal to comply with or support any regulation or law of the state of California or refusal to comply with or support any policy or procedure of TAS.
5. Immoral conduct or a conviction of a felony or of any crime involving a minor or moral turpitude.
6. Unlawful discrimination, including harassment of students or other employees.
7. Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties at school or when supervising students on or off campus.
8. Gross negligence leading to the endangerment or harm of a child or children.
9. Conviction of any drug offense enumerated in Education Code section 44011 or any sex offense enumerated in Education Code

section 44010.

10. Unprofessional conduct.
11. Failure to maintain all teaching credentials and certifications required by the employer.
12. Unauthorized absence, absence and/or repeated tardiness without authority or sufficient reason.
13. Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or failure to report to duty for three (3) or more working days without prior notification and authorization of such absence.
14. Insubordination (including but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
15. Negligent or willful damage to TAS property or waste of TAS supplies or equipment; unauthorized use of TAS property for private purposes.
16. Engaging in unauthorized political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board of Directors.
17. Abuse of leave privileges, including excessive tardiness, excessive absences or a pattern of absences for trivial indispositions, misuse of sick leave.
18. Discourteous, offensive or abusive conduct or language towards other employees, students or the public.
19. Unauthorized release of confidential information, as defined by law, from official TAS records.

TAS's right to determine just cause does not create a jurisdictional prohibition on the appealability of these decisions. Rather, it restricts the arbitrator from substituting his or her judgment on the "just cause" standard.

B. Conclusion of Contract Employment

TAS may, in its discretion, decline to offer an additional individual employment contract by providing written notice no later than March 15th of the year in which the contract expires. Starting with the individual employment contract for the 2020-2021 school year, the following process below shall apply. The process below and the decision not to offer an individual employment contract is not grievable, appealable or subject to

any evidentiary hearing or remedy provided under California Code of Civil Procedure section 1194.5.

1. Meeting with Chief Executive Officer

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

2. Classroom Visits by Chief Executive Officer

After meeting with the CEO, and between March 15 and May 15, the CEO will make unannounced and scheduled classroom visits at the CEO's discretion to evaluate the teacher. By May 15, the CEO 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 CEO 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.

3. Severance

Should TAS decline to offer an individual employment contract to the teacher, and the teacher holds a valid California teaching credential, 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.

C. Nonrenewal or Revocation of Charter

All individual employment contracts shall automatically terminate upon the non-renewal or revocation of any charter of TAS. This section shall not be subject to the contractual grievance procedure.

D. Reduction in Force

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Notice of layoff for subsequent year shall be sent to

employees by May 15th. For layoffs occurring during the school year, unit members will receive 30 day notice of lay-off and a 1 month severance payment. This benefit does not apply to employees provided with a lay-off notice by May 15 for the following school year.

If layoffs take place, the following criteria shall be considered:

1. Legal requirements and qualifications
1. Performance evaluations
2. Expertise and relevant experience
3. Seniority (as a tie breaker when all criteria are equal)

Individuals who have been laid off shall be placed on a reemployment list for a period of 12 months following the effective date of the layoff.

Layoff decisions are made by the CEO. The decision of the CEO is not subject to the grievance procedure.

An employee who believes that the reduction in forces procedure has not been properly applied has the right to appeal to the Board of Trustees. The decision of the Board shall be final.

ARTICLE X: RETIREMENT

Bargaining unit employees are entitled to retirement benefits in accordance with the Personnel Policy Handbook.

ARTICLE XI: ASSIGNMENTS AND TRANSFERS

TAS reserves the right to assign and transfer unit members, as it deems necessary to meet the needs of TAS educational programs. This Article shall not be subject to the contractual grievance procedure.

ARTICLE XII: LEAVES

Leaves benefits and procedures are provided in the Personnel Policy Handbook. The parties acknowledge that the subject of “leaves” is a mandatory subject of bargaining. Therefore, changes to leave benefits must be made through the collective bargaining process. The leaves specified below are provided to eligible bargaining unit members in accordance with the Personnel Policy Handbook and are subject to the grievance procedure contained in this Agreement.

- A. Personal Leave Days
- B. Kin Care Leave
- C. Worker’s Compensation Disability Leave
- D. Family/Medical Leave
- E. Bereavement Leave
- F. Domestic Violence Leave
- G. Jury Duty Leave
- H. Military Leave
- I. School Activities Leave
- J. Sexual Assault Leave
- K. Time Off to Vote

ARTICLE XIII: COMPENSATION

A. Teacher Salary Table

1. Effective July 1, 2021, annual base compensation shall be based on the salary tables set forth in Attachment A, "Teacher Salary Table" and "Grandfathered Level 5 Table." A newly hired unit member shall be "rated-in" based on years of experience in accordance with 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.
2. TAS may provide advanced placement on the salary tables, and such determination is solely at the discretion of TAS. The determination as to advanced placement on the salary tables are not subject to any grievance procedure or appeal.

B. Performance Based Bonus

In an effort to recognize achievement in performance, TAS may, at its discretion, consider providing an annual performance-based bonus to members to be paid no later than the first regular paycheck of the following school year should the teacher return. The decision to provide the bonus, the qualifications for receiving the bonus, and the amount of bonus shall be determined by TAS at its discretion.

C. New Employee/Unit Member Signing Bonus

In an effort to attract/recruit certificated employees/unit members, TAS may, at its discretion, consider providing a signing bonus to new employees/unit members to be paid no later than the first regular paycheck following the employee/unit member's start of employment with TAS. The decision to provide the bonus, the qualifications for receiving the bonus, and the amount of bonus shall be determined by TAS at its discretion.

D. Teacher Signing and Renewal Bonus (2021-2022, 2022-2023, 2023-2024)

1. For the school years of 2021-2022, 2022-2023, and 2023-2024, TAS agrees to provide a \$10,000 annual signing and renewal bonus to renewed teachers pursuant to the following:
 - a. If a renewed teacher completes the current school year and commits to continue employment at TAS for the following school year by entering into an employment contract with TAS for the following school year, they shall receive half of the signing and renewal bonus (\$5,000) to be paid no later than the end of July.

- b. A teacher who received the first half of the signing and renewal bonus the previous school year and continues employment at TAS the following school year, shall receive the second half of the signing and renewal bonus (\$5,000) to be paid during the first pay period after the CalPads Report is due.
- c. Should a teacher who receives the first half the signing and renewal bonus fail to return to TAS employment the following school year, the teacher shall pay back to TAS the \$5,000, no later than the last day of the first week of school.

E. Teacher Recruitment Bonus

In an effort to attract/recruit teachers, TAS may, at its discretion, consider providing a teacher recruitment bonus to teachers that refer a new teacher who is hired by TAS. Part of the bonus shall be paid upon TAS' hiring of the new teacher, and the remaining part of the bonus shall be paid after the new teacher completes the school year with TAS. The decision to provide the bonus and the amount of bonus shall be determined by TAS at its discretion.

F. Hourly Rate of Pay

Effective February 19, 2018, 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, it is recommended that during the school year, teachers work forty (40) hours performing in-school targeted intervention based tutoring, which will be supplemental to our core programs. The hourly rate of pay for these tutoring hours from Monday through Friday are calculated into the base pay rate for all teachers. The critical element of the tutoring program will be the targeted areas for academic improvement.

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 are not to exceed ten (10) hours per month, and all hours must be documented on a monthly time sheet handed into the Business Service Department at the end of each month. Any additional tutoring hours over the monthly amount or yearly recommended amount, must have pre approval from administration. With pre approval all hours worked in excess of 40 tutoring hours during the school year 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 will be compensated at the Non-Instructional Hourly Rate. All such time must be documented on a monthly time sheet and submitted to the Business Service Department at the end of each pay period.

G. SPED & BCLAD (Spanish only) Stipend

Special Education teachers and BCLAD teachers (Spanish only) shall receive an annual stipend of \$2,500; with the first half to be paid by the end of December and the other remaining half to be paid by the end of the following June.

ARTICLE XIV: BENEFITS

A. Health Benefits

1. 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	\$303.53 per pay period; \$607.06 monthly
Employee Plus One	\$586.85 per pay period; \$1,173.70 monthly
Family	\$829.13 per pay period; \$1,658.26 monthly

2. 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.
3. Effective July 1, 2021, increases in medical, vision, and dental premium rates shall be split 50/50 between TAS and the unit member.

ARTICLE XV: ASSIGNABILITY

This agreement shall not be assignable upon dissolution or revocation of the charter or any other change in the form of the organization.

ARTICLE XVI: MANAGEMENT RIGHTS

- A. TAS's rights listed in this article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and also all rights and matters not limited by other provisions of this Agreement are reserved to TAS. Reserved rights include, but are not limited to, the exclusive right to determine, establish, implement, modify, organize, reorganize or discontinue, any of the following, subject only to the other provisions of this Agreement.
- B. The legal, operational, and organizational structure of TAS, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;
- C. The financial structure of TAS, including all sources and amounts of, income, taxes and debt, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;
- D. The acquisition, disposition, number, location, and utilization of all TAS's schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;
- E. All services rendered to the public and to TAS personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the contracting and subcontracting of services including educational, support, maintenance and repair services;
- F. The utilization of personnel not covered by the Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is also done by unit members, and the methods of selection and assignment of such personnel;
- G. The educational policies, procedures, objectives, goals and programs, including those relating to the classes to be taught, curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such

maters;

- H. The selection, classification, direction, promotion , demotion, discipline and termination of all personnel of TAS; the assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;
- I. The job classification and the content and qualifications thereof, and the duties for all unit members;
- J. The dates, times and hours of operation of TAS facilities, functions and activities; work schedules; the academic calendar;
- K. Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- L. The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of the Agreement;
- M. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of TAS not limited by specific provisions language of this Agreement.
- N. All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to TAS even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon TAS's rights. The exercise of any right to TAS herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of TAS's right or preclude TAS from exercising the right in a different manner.
- O. Since this Article is not a source of Union Rights or Employee Rights, it is non-grievable.

ARTICLE XVII: UNION RIGHTS

- A. The UTLA-Accelerated Chapter Chair or his or her designee shall have the right, upon prior request and at reasonable intervals, to meet with the site administrator(s) on non-classroom teaching time, to discuss contract enforcement matters, safety matters, or any other matters related to working conditions.
- B. UTLA-Accelerated has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the Board.
- C. UTLA-Accelerated shall have the right to use the school mail service and unit member mailboxes for communications to unit members in a manner consistent with the TAS policies and the law. Email may be used for TAS-Union business such as setting and confirming meetings, managing release time, and announcing UTLA member meetings, consistent with TAS computer use policies.
- D. Bulletin Boards
 - 1. UTLA-Accelerated shall have the right to post notices of activities and matters of UTLA-Accelerated concern on UTLA-Accelerated bulletin boards, at least one of which shall be provided for each school.
 - 2. In the event that open forum electronic bulletin boards are established by TAS, UTLA-Accelerated shall have the right to post notices of activities and matters of UTLA-Accelerated concern on a UTLA-TAS electronic bulletin board. A signed agreement to abide by the TAS “computer use” policy, as it may be modified from time-to-time, would be required in the event that such electronic bulletin boards are established. Such means of communication could not be utilized to send or received UTLA-Accelerated communications during unit member work hours.
- E. Use of Buildings and Equipment

UTLA-Accelerated shall have the right to hold UTLA-Accelerated chapter meetings in school building at times before or after the school day or during unit members’ duty free lunch period, subject to TAS policies and the availability of facilities.

- F. Release Time at UTLA or UTLA-Accelerated Expense

UTLA or UTLA-Accelerated may request the release of designated unit members from their regular duties with no loss of pay for no more than ten (10) days of leave (total for the bargaining unit) for the purpose of

attending local, state or national workshops or other union business, subject to the following conditions:

1. The unit members utilizing the leave must give written notification on the TAS absence form to the Site Administrator or his/her designee in advance of the leave.
2. The unit member must arrange for a suitable substitute according to TAS procedures.
3. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual teacher.
4. UTLA or UTLA-Accelerated shall reimburse TAS for the cost of any substitute employees hired to replace persons utilizing this leave, at the usual TAS substitute teacher pay rate.
5. Such release time will be taken in increments of not less than one-half day.

ARTICLE XVIII: ORGANIZATIONAL SECURITY

A. Dues Deduction

1. It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees as referenced in Government Code section 3543, and the right of the parties to enter into an “Organizational Security” Agreement pursuant to Government Code section 3540.1(i)(1).
 2. UTLA-Accelerated (Union) shall have the exclusive right to have membership dues, initiation fees, and general assessments deducted for employees in the bargaining unit by TAS. TAS shall, upon appropriate written authorization from the unit member, deduct and make appropriate remittance for insurance premiums and other plans or programs jointly approved by the Union and TAS. Unit members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Union to TAS, shall be increased or decreased without re-solicitation and authorization from unit members.
 3. Any unit member who is a member of the Union or who has applied for membership may sign and deliver to TAS written authorization for deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, the Board shall deduct one-eleventh (1/11) of such dues from the regular monthly salary check of the unit member each month for eleven (11) months, from September to July of each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Fees shall be prorated for part-time employees.
 4. With respect to all sums deducted by TAS pursuant to Section A(2) above, TAS agrees to remit such moneys to the designated Union payee within 20 days of the deduction of all sums so deducted, accompanied by an alphabetical list of unit members for whom such deductions were made, including their names, addresses, and work locations, and indicating any changes in personnel from the list previously furnished.
- B. Hold Harmless Provision: Union agrees to indemnify and hold TAS harmless against any and all liabilities (including reasonable and necessary costs and legal fees of litigation) arising from any and all claims, demands, suits, or other actions relating to TAS’s compliance or attempted compliance with this Article, or TAS’s implementation of this Article, or the requests of the Union pursuant to this Article, or the conduct of the Union in administering this Article. UTLA-Accelerated shall have the

exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with TAS prior to making any such decision or determination.

ARTICLE XIX: MAINTENANCE OF MEMBERSHIP

- A. UTLA-Accelerated (Union) and TAS agree that any unit member who is a member of the Union at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of the written Agreement. If a unit member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Union with a lump sum cash payment of dues for the year, TAS shall deduct membership dues in the same manner set forth above.

- B. UTLA-Accelerated (Union) agree to indemnify and hold harmless, TAS for any loss or damages or legal costs resulting from the operations of this Maintenance of Membership provision. It is also agreed that neither Union nor any employee shall have any claim against TAS for any deductions made or not made unless a claim of error is filed in writing to the CEO within thirty (30) calendar days after the date such deductions were, or should have been, made. UTLA-Accelerated shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with TAS prior to making any such decision or determination.

ARTICLE XX: STATUTORY CHANGES

Except as provided in Article 18 Management Rights, at the request of UTLA the parties will agree on a negotiations date within thirty (30) days of the enactment of any state law that requires negotiations on a particular topic.

ARTICLE XXI: SAVINGS

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.

ARTICLE XXII: NEGOTIATIONS

Except as specifically provided herein the term of this Agreement shall be from July 1, 2021 through June 30, 2024, and shall continue in effect from year to year thereafter unless amended, modified or terminated.

This Agreement is subject to ratification by the United Teacher of Los Angeles and approval by the TAS Board of Trustees.

Agreed to in Los Angeles, County of Los Angeles, State of California on the 27th day of July, 2021.

FOR The Accelerated School

Leonard Rabinowitz
President
TAS Board of Trustees

Date

Grace Lee-Chang
Chief Executive Officer

Date

FOR United Teachers Los Angeles

Simone Barclay
Teacher

Date

Kari Rivera
Teacher

Date

Amber Blackwell
Teacher

Date

Diana Aguilar
Teacher

Date

ATTACHMENT A

Teacher Salary Table:

	Level 4
1	\$55,140
2	\$56,160
3	\$56,692
4	\$58,247
5	\$61,127
6	\$63,487
7	\$65,950
8	\$67,961
9	\$70,222
10	\$72,808
11	\$77,667
12	\$78,439
13	\$79,219
14	\$80,006
15	\$80,801
16	\$81,604
17	\$82,415
18	\$83,234
19	\$84,061
20	\$84,897
21	\$85,741
22	\$86,598
23	\$87,464
24	\$88,339
25	\$89,222
26	\$90,115
27	\$91,016
28	\$91,926
29	\$92,845
30	\$93,774
31	\$94,711
32	\$95,659
33	\$96,615
34	\$97,581
35	\$98,557

Grandfathered Level 5 Table:

	Level 5
1	\$60,818
2	\$61,910
3	\$63,615
4	\$65,451
5	\$69,600
6	\$72,291
7	\$75,100
8	\$76,885
9	\$79,773
10	\$82,910
11	\$88,633
12	\$89,515
13	\$90,404
14	\$91,303
15	\$92,212
16	\$93,128
17	\$94,055
18	\$94,990
19	\$95,935
20	\$96,890
21	\$97,853
22	\$98,832
23	\$99,820
24	\$100,818
25	\$101,826
26	\$102,845
27	\$103,873
28	\$104,912
29	\$105,961
30	\$107,021
31	\$108,091
32	\$109,172
33	\$110,263
34	\$111,366
35	\$112,480

