

2010-2011

Tentative Agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN

PALISADES CHARTER HIGH SCHOOL

AND

UNITED TEACHERS LOS ANGELES – PALISADES CHARTER HIGH SCHOOL

AND

PALISADES EDUCATIONAL SUPPORT PERSONNEL UNITED

ESTABLISHING A ONE-YEAR SALARY RATE FREEZE, A ONE-TIME FOUR DAY FURLOUGH PROGRAM FOR THE 2010-2011 SCHOOL YEAR, AND AUTHORIZATION TO PCHS HEALTH AND WELFARE COMMITTEE TO MAKE CHANGES TO 2010-2011 PCHS HEALTH BENEFITS PACKAGE

This Memorandum of Understanding ("MOU"), executed by and between Palisades Charter High School ("PCHS") and represented units, (1) the United Teachers Los Angeles – Palisades Charter High School ("UTLA-PCHS") and (2) Palisades Educational Support Personnel United ("PESPU"), is to memorialize the commitment of all parties, in light of the budget crisis, to a one-year freeze on salary advancements (step and column), to establish a one (1) year four (4) day furlough program [unpaid days], and to authorize the PCHS Health and Welfare Committee ("HW Committee") to make appropriate changes to the 2010-2011 PCHS health benefits package to hold costs constant with 2009-2010 levels, in order to effect critical cost savings to address significant PCHS budget shortfalls.

RECITALS

WHEREAS, PCHS is facing an unprecedented budget deficit of more than \$1.5 million for the 2010-2011 school year even if all current costs are held constant; and

WHEREAS, the PCHS cash reserve is not sufficient to mitigate the current PCHS budget deficit as it is at or close to the minimum required amount; and

WHEREAS, the parties maintain an interest in avoiding or minimizing employee layoffs, and

WHEREAS, all PCHS personnel costs account for approximately 80% of the PCHS budget and substantial cost cutting to administrative, consulting, capital and all other operating costs is underway; and

WHEREAS, health benefit costs continue to escalate and the PCHS health benefits package currently exceeds LAUSD's in meeting PCHS' contractual commitments to employee groups to provide same or better health benefits coverage;

NOW, THEREFORE, the parties hereby agree as follows:

1. There will be a zero percent salary increase for the 2010-2011 school year for all PCHS employees, including no step or column increases for the 2010-2011 school year. New hires for the 2010-2011 school year will be rated in as if hired during the 2009-2010 school year. PCHS employees will have four furlough [unpaid] days to be taken between July 1, 2010 and June 30, 2011 to be determined by PCHS management and each bargaining unit. Management staff will be taking an additional two (2) more furlough days than all other PCHS employee groups. For certificated UTLA bargaining unit members this will tentatively consist of the last day of the 2009-2010 school year (June 25th, 2010 - a pupil free day) and the three professional development days for the 2010-2011 school year (typically in October, February and March). It is recognized by all parties the precise composition and dates of the furloughs may have to be revisited due to PCHS having to align its calendar with LAUSD (for transportation purposes) and LAUSD's continued calendar deliberations and revisions.
2. The HW Committee is hereby authorized to enact measures in making changes to the 2010-2011 health benefits package to hold constant the cost of PCHS' benefits package despite anticipated increases in the cost of health benefits. However, the HW Committee shall not enact changes which reduce the PCHS health benefits packages to an amount less than an equivalent health benefits package to LAUSD.

This Agreement contains the entire agreement of the parties with respect to matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that neither party hereto relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the parties. In the event a represented unit fails to agree to this MOU, the MOU shall remain valid and binding between PCHS and the remaining signatory.

AUTHORIZED SIGNATURES:

Timothy W. Henderson
UTLA-PCHS Representative

Date: 5/7/10

[Handwritten Signature]
PCHS Representative

Date: 4/12/10

Eleanor A. Rozell
PESPU Representative

Date: 4/12/10

MEMORANDUM OF UNDERSTANDING

BETWEEN

PALISADES CHARTER HIGH SCHOOL

AND

UNITED TEACHERS LOS ANGELES – PALISADES CHARTER HIGH SCHOOL

**RIGHT OF CONDITIONAL RESCISSION BY UTLA-PCHS REGARDING MOU FOR
ESTABLISHING A ONE-YEAR SALARY RATE FREEZE, A ONE-TIME FOUR DAY
FURLOUGH PROGRAM FOR THE 2010-2011 SCHOOL YEAR, AND
AUTHORIZATION TO PCHS HEALTH AND WELFARE COMMITTEE TO MAKE
CHANGES TO 2010-2011 PCHS HEALTH BENEFITS PACKAGE**

Conditional Right to Rescind: By signing below, the parties understand and agree that UTLA-PCHS retains the right to rescind its agreement to the above referenced MOU, but such rescission may only occur if the PCHS Board of Directors fails, by April 15, 2010 to take action to rescind all certificated layoff notices issued for the 2010-2011 school year.

AUTHORIZED SIGNATURES:

Timothy W. Henderson
UTLA-PCHS Representative

Date: 4/1/10

[Signature]
PCHS Representative

Date: 5/7/10