

TENTATIVE AGREEMENT
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND

UNITED TEACHERS LOS ANGELES-PALISADES CHARTER HIGH SCHOOL

This Tentative Agreement is executed by and between Palisades Charter High School (“PCHS”) and United Teachers Los Angeles–Palisades Charter High School (“UTLA-PCHS”), subject to the ratification process.

“Pali-Only” Collective Bargaining Agreement/Table of Contents

- 1) The parties agree to form a working group to complete the preparation of a “Pali-Only” collective bargaining agreement by February 28, 2014.
- 2) The “Pali-Only” collective bargaining agreement will utilize the Table of Contents attached as **Exhibit 1**, with the addition of the an Appendix E, which is the Evaluation Matrix included in this tentative agreement. The designation of articles in the remaining sections of this agreement is based on the attached Table of Contents.
- 3) Language agreed-upon pursuant to this agreement will be implemented effective immediately upon ratification, and will be incorporated into the “Pali-Only” collective bargaining agreement.

Salaries and Stipends (Article XV)

- 1) Within thirty (30) days of ratification, all current UTLA-PCHS bargaining unit members who were employed for the 2012-13 school year, and who are employed currently, will receive a one-time, off-schedule payment equal to one percent (1%) of the unit member’s base 2012-13 salary.
- 2) The 2013-14 salary schedule will be increased by three percent (3%), retroactive to July 1, 2013.
- 3) For the 2013-14 and 2014-15 school year, PLC and SLC Leaders will receive a stipend of \$500 per semester, based on the duties and expectations of these leaders related to the implementation of Common Core.

Hours, Duties and Work Year (Article IX)

Office Hours

- 1) Each PCHS teacher not assigned a 7th Period class will hold Office Hours during 7th Period one (1) day per week, during which time the teacher will be in a classroom and available to students who are in need of guidance and tutoring.
- 2) Scheduling: A teacher’s office hours will be on the same day each week, other than a Friday, and will be scheduled to ensure there is no conflict with the teacher’s PLC

meeting obligation. Teachers from the same Department/SLC, or other group for meaningful collaboration, may schedule Office Hours on the same day, and are authorized to congregate in the same classroom so long as the teachers' students are given clear notice of the location of their teacher(s) who are not in their own classroom, the classroom environment remains conducive to student tutoring and quiet study, and assistance and guidance to attending students is the teachers' first priority. The parties acknowledge that Office Hour days of individual teachers may need to be modified to ensure that Office Hour opportunities for students are spread relatively evenly throughout the week. Any such modifications will be made by the department chair(s) with seniority as the main criterion.

- 3) Purpose: Officer Hours exist to provide a meaningful 7th period educational experience and opportunity for a greater number of PCHS students. The purpose of Office Hours is specific, and student attendance, student conduct, staff expectations, and administrative oversight is to be consistent with the purpose of Office Hours. Specifically:
 - a. Office Hours are for teachers to work directly with students who seek subject matter assistance, either on their own or based on the recommendation of their teacher.
 - b. Office Hours is not a study hall, detention, meeting room, student gathering area, or the like, but is an opportunity to obtain direct assistance from teachers. Students attending Office Hours are expected to attend and behave in a manner consistent with this purpose. This purpose does not preclude a teacher from inviting or encouraging students to attend Office Hours for another reason (e.g. group review, make-up tests, etc.).
 - c. Office Hours are for students to obtain assistance from their own teachers, and the teacher is responsible for providing that assistance. However, because some teachers have a class 7th period, and/or are performing an adjunct duty (e.g. sports, band), teachers are encouraged to provide subject matter assistance to other students who are unable to take advantage of office hours with their subject matter teacher of record.
- 4) In addition to on-going dialogue between PCHS administration and UTLA leadership regarding Office Hours, to assess the success of the program and discuss potential modifications, starting in March, 2014 the parties will meet and negotiate potential modifications of the program, even if sunshining process for 2014-15 bargaining has not been completed.
- 5) The Office Hours program language above will take effect on the Monday following payment of the bonus and the retroactive three percent (3%) compensation increase payment.

Meeting Attendance

- 1) Language modifying Section 4.3 of the current Article IX, adding language clarifying unit member expectations regarding meeting attendance, is attached as **Exhibit 2**.

Evaluation (Article X)

- 1) Documents reflecting the agreed-upon evaluation process are attached as **Exhibit 3**.
- 2) In the context of creating a “Pali-Only” contract, appropriate changes to the Evaluation article will be made to ensure the contract language is consistent with **Exhibit 3**.

Discipline and Personnel Files

- 1) A new article, Discipline and Personnel Files, is attached as **Exhibit 4**.
- 2) The language of this article is taken from the current Evaluation article, with minor non-substantive changes.

Assignments (Article XII)

- 1) Language regarding the dispute resolution process to be implemented regarding disputes as to a class assignment, to replace the language in Article IX-A, section 2.0(f) of the current agreement, is attached as **Exhibit 5**.
- 2) The following sentence is added to the end of the current Article IX-A, section 2.0(d)(3): “Seniority shall be the deciding factor when all factors related to educational program needs are equal.” The parties agree that this sentence is meant to reflect and clarify the intent of the current contract language.

Seniority, Probationary Contracts & Layoffs (Article XIII)

- 1) Language to be added to this article, regarding teachers assigned to Temescal Academy, is attached as **Exhibit 6**.

Leaves (Article XIV)

- 1) Language to be added to this article, regarding seniority accrual while on leave and leaves to accept opportunities of a superior character, is attached as **Exhibit 7**.

Health & Welfare (Article XVI)

- 1) Language to be added to this article, regarding health and welfare benefits for substitute teachers, is attached as **Exhibit 8**.

Academic Freedom (Article XXII)

- 1) Language showing amendments to the current article on Academic Freedom is attached as **Exhibit 9**.

Term of Agreement and Re-Negotiation (Article XXV)

- 1) The parties agree to a three-year collective bargaining agreement, from July 1, 2012 through June 30, 2015.
- 2) This agreement closes bargaining for the 2011-12 and 2012-13 school years, with the only exception being the above-described commitment to create a “Pali-Only” contract by February 28, 2014.
- 3) Re-openers for bargaining (i.e. amendments to the “Pali Only” contract) in the 2014-15 school year will commence in the spring of 2014, and be limited to the following: Salary, Health & Welfare Benefits, Evaluation, 7th Period “Office Hours,” and up to two (2) additional articles for each party.

AUTHORIZED SIGNATURES:

UTLA-PCHS Representative

Date: _____

PCHS Representative

Date: _____