

2008-2011 Agmt

JOINT ANNOUNCEMENT

TO: All PCHS Faculty
FROM: Amy Dresser Held and Joi Tanita/Tim Henderson
DATE: May 20, 2009
RE: Tentative Agreement Reached

UTLA and PCHS are pleased to inform you that despite the daunting challenges posed by the budget crisis and the sudden new information that LAUSD would no longer allow PCHS to purchase its health benefits package, UTLA and PCHS have reached tentative agreement for a contract for the 2008-2011 school years. The parties met round the clock and addressed important issues like the plan to ensure health benefits coverage for actives and retirees, how best to address teacher traveling and mitigate and compensate for the effects of it, clarification of how seniority is determined, and the plan to address the budget issues for the upcoming year. The final documents will be available for all parties to view and the membership and board to ratify in the coming weeks. Below is a summary of the key elements:

- Health benefits package for actives and retirees that's equal to LAUSD's guaranteed for all current employees. A Health and Welfare Committee (HWC) comprised of representatives from all employee groups will work together to design the new package to get it as close to the existing package as possible.
- Traveling teachers who must change rooms within the same day get a 30% increase in stipend and a dedicated space with computers, phones, locking storage and other materials for use during their conference period
- Seniority to be a factor in determining traveling status, novice teachers to be assigned to only one room per day whenever possible
- Buy back days consolidated into one paid mandatory professional development day in the fall
- Flat hourly rate for extra assignments (tutoring, curriculum development, PLC/SLC summer work, etc.) of \$34/hr
- Commitment to explore integrating teacher leader stipends into salary schedule to receive STRS credit
- Playoff bonus pay for athletic coaches

**PCHS-UTLA
ARTICLE
HEALTH AND WELFARE**

1. Provision of Health Benefits: PCHS will purchase health and welfare benefits for eligible unit members through LAUSD through December 31, 2009 unless the right to do so is terminated by LAUSD prior to this time. Should the ability to purchase benefits through LAUSD terminate, PCHS will purchase such coverage at least equal to that offered by LAUSD for eligible unit members subject to the conditions set forth herein. Assuming the LAUSD health benefits package cannot be purchased by PCHS, the parties recognize it is extremely difficult to obtain an identical health benefits package. As such, mutual agreement on a new health benefits package constitutes agreement that such package is equivalent or better than the LAUSD package. The specific terms of such coverage will be negotiated by the parties.
2. Health & Welfare Committee (HWC): Effective June, 2009 the parties agree to establish a Health & Welfare Committee (HWC) comprised of representatives of PCHS administration and all employee groups including UTLA to evaluate and make recommendations regarding health and welfare packages other than those provided by LAUSD. The number of PCHS-UTLA members on the HWC will not be exceeded by the other bargaining units but will comprise at least 40% of the HWC. The PCHS-UTLA Chapter Chair will select at least 50% of the UTLA bargaining unit members of the HWC.
3. School Contribution: PCHS shall assume any additional costs which may be associated with the transition to replace the LAUSD health benefits package for 2009-2010 school year. Thereafter, PCHS commits to assume annual increases in health and welfare benefits costs up to the funded annual cost of living adjustment (COLA). If the annual increases exceed any received COLA the parties agree to reopen negotiations. If government sponsored (non-disability or retiree based) health care becomes available, unit members must enroll in and treat such insurance as their primary coverage for which the unit member is eligible. The parties agree to reconvene immediately should such government sponsored health care take effect to determine if and how PCHS will supplement the plan.

The parties understand and acknowledge that increased costs for health benefits which are covered by PCHS shall be considered a form of compensation increases.

4. Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan for every unit member who is assigned three periods or more of a full-time assignment. As a condition to receiving health benefits, a substitute must have worked 100 fulltime equivalent days in the past year and remain in paid status.
5. Retirement Health Benefit Coverage:

Eligibility Requirements: Subject to the requirements and conditions of this Article, eligible employees who retire from the School receiving a PERS/STRS allowance shall be eligible for School-paid hospital/medical, dental and vision coverage.

Conditions on Retiree Benefits: For the purposes of this section, the following conditions to eligibility for retiree health benefits apply:

- (a) In the event PCHS suffers a financial crisis as defined by the School's Budget and Finance Committee and certified by the Board, the chapter chair will be notified in a timely manner and the parties will meet to discuss this article and potentially renegotiate retiree benefits.
- (b) If PCHS ceases to exist, all obligations of PCHS to provide such retiree benefits terminate except in so far as a retiree health benefits trust is established by PCHS, and subject to any conditions applicable to such trust, any funds contributed by PCHS to such trust are irrevocable and will be utilized to fund the cost of retiree benefits for eligible unit members until such funds are exhausted. PCHS will provide annual notification to employees informing them of the financial condition (assets and liabilities) of the retiree health benefits trust.
- (c) If government sponsored health care (non-disability or retiree based) becomes available, retirees must enroll in and treat such insurance as their primary coverage those parts of government sponsored health care for which the retiree is eligible;
- (d) PCHS shall not provide benefits to eligible retirees which exceed those provided to all active bargaining unit members and their dependents.

6. Eligibility/Service Requirements for Retiree Benefits

To ensure continuity of coverage for employees previously covered by the LAUSD health benefits plan the parties agree to the following eligibility/service requirements for retiree health benefits. To be eligible for retiree benefits from PCHS, the employee must meet the following eligibility/service requirements:

- (a) A qualifying year consists of a school year in which the employee was in paid status for at least 100 fulltime equivalent days per year and was eligible for School-paid insurance coverage.
- (b) The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service.
- (c) For employees hired by LAUSD prior to March 11, 1984, who continuously served and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
- (d) For employees hired by LAUSD on or after March 11, 1984, but prior to July 1, 1987, who have received continuous coverage under the LAUSD health benefits plan and were

employed by PCHS on or after July 1, 2003 but before July 1, 2009, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

- (e) For employees hired by LAUSD on or after July 1, 1987, but prior to June 1, 1992, who have received continuous coverage under the LAUSD health benefits plan and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, and have fifteen (15) consecutive years of qualifying service immediately prior to retirement or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be required in order to qualify for retiree health benefits for the life of the retiree.
- (f) For employees hired by LAUSD on or after June 1, 1992, who have received continuous coverage under the LAUSD health benefits plan and were employed by PCHS on or after July 1, 2003 but before July 1, 2009, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.
- (g) For employees hired by PCHS on or after July 1, 2003, but before July 1, 2009, who have received continuous coverage under the LAUSD health benefits plan, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.
- (h) For employees hired by PCHS on or after July 1, 2009, retiree health benefits will not be provided. Nonetheless, it is the hope of the parties to continually review and revisit such matters to assess the viability of providing some form of retiree health benefits for such employees in the future.
- (i) In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in and treat as primary coverage those parts of Medicare for which the retiree is eligible.

The parties agree that this Article shall wholly replace Article 16 from the LAUSD-UTLA agreement and shall serve as the governing Article for health and welfare benefits for PCHS unit members.

Joi Tamita

UTLA Representative

[Signature]
PCHS Representative

Date

5/20/09
Date

**PCHS-UTLA
TENTATIVE AGREEMENT
TEACHER SENIORITY STATUS**

Seniority at PCHS is determined based on LAUSD seniority information for those employed prior to July 1, 2003 and by the start date with PCHS after July 1, 2003 when PCHS converted to an independent charter.


Prior to July 1, 2003 – seniority at PCHS is based on the LAUSD seniority information. Some teachers were assigned a contract date. This date is not necessarily the seniority date. In the event that two or more teachers have the same seniority date, each teacher was assigned a “five digit random number” referred to as a tie# on the seniority list. The lowest number is “deemed to be the senior”.

July 1, 2003 to the present – seniority is based on the employee’s start date at Palisades Charter High School.


In the event that two or more certificated employees have the same start date, seniority will be established by:

- A. The highest number of years of teaching experience will be used to break the tie. Teaching experience includes years of service at private schools, and in foreign countries.
- B. If the certificated employees have the same number of years of teaching experience, then the highest number of semesters of teaching experience will be used to break the tie. Years or semesters of experience do not include summer school or intersession.
- C. If the certificated employees have an equivalent number of semesters of teaching experience, then the highest number resulting from the following sum calculation; the sum of the individual digits of the certificated employee’s (two digit) birthday, (two digit) birth month, and (four digit) birth year. If the sum is more than one digit then the individual numbers will be summed to result in a single digit number. For example, an individual with a birth date of 02/12/1967 would be assigned the number 1 based on the following calculation: $0+2+1+2+1+9+6+7 = 28$. Then 28 would result in the following sum: $2 + 8 = 10$. This would result in the sum $1 + 0 = 1$.
- D. If the calculation in step “C” results in the same single digit number, then the same process will be used as in step “C” except that the four digit birth year will not be used in the sum calculation.
- E. If the calculation in step “D” results in the same single digit number, then the parties (affected teachers, UTLA Chapter Chair, and administrator) will meet before the end of the semester to generate a random seniority tie breaker utilizing a calculator with the random digit generation function.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:


UTLA Representative

5/20/09
Date


PCHS Representative

5/20/09
Date

PCHS-UTLA
MEMORANDUM OF INTERPRETATION - TRAVELING TEACHERS

The parties believe that principles of equity and fairness should be used in differentiating between teachers who are assigned classrooms and those who must travel to more than one classroom. The parties also recognize that rooms may need to be dedicated to particular uses, functions, or departments.

The PCHS administration shall retain the right to make room assignments in its sole discretion. Understanding that traveling poses additional challenges, PCHS will attempt to reduce traveling and provide support for traveling teachers. While there can be countervailing factors, seniority is a consideration in determining traveling status.

To support novice teachers (those in their first year of service as a teacher, defined as the equivalent of 130 full time paid days during the period July 1 - June 30 at any school) in learning their craft and to assist with their retention in the profession, to the extent practicable, novice teachers shall be exempt from being assigned to teach in more than one classroom per day in their first year at PCHS. To mitigate the impact of traveling, PCHS will dedicate a space on campus for affected staff members to go during their conference periods that will be equipped with computers, phones, printers, and locking storage.

The assignment of rooms at PCHS and this article shall not be grievable, but in the event a traveling teacher makes a request of PCHS administration for clarification regarding his/her traveling status, a meeting of the parties (affected teacher, administrator, department chair(s), UTLA representative) shall be called within a reasonable time of the request. The parties shall meet to discuss and review the matter, and take into account any additional information for consideration. Following the meeting, a written reason for the administration's decision regarding the assignment will be provided. This reason is not grievable.

The parties intend that these provisions will be added to the collective bargaining agreement and implemented beginning the 2009-2010 school year.

Geri Taruta / Tim Henderson

UTLA Representative

5/20/09

Date

[Signature]

PCHS Representative

5/20/09

Date

5/18/09

UTLA / PCHS Negotiation Proposal
C O M P E N S A T I O N
2008 – 2011

1. Extended teaching assignment flat rate = \$34.09 per hour.
2. Increase stipend for Department Chair of small departments (1 – 7 teachers) from \$480 to \$600 per semester.
3. Subject to legal requirements for STRS based compensation, the parties agree to explore further options for restructuring compensation for certain duties and / or responsibilities to allow for a separate higher salary schedule in the place of existing stipends.
4. Add an additional stipend for athletic coaches whose teams make playoffs to compensate for additional duties and additional weeks of work.
5. Increase traveling teacher stipends for teachers having to move between classrooms on the same day from \$600 to \$800 per semester.
6. Salary schedule re-opens for salary for 2009 – 2010 & 2010 – 2011.

Jai Tamita / Tami Henderson
UTLA Representative

5/20/09
Date

[Signature]
PCHS Representative

5/20/09
Date