



PALISADES CHARTER HIGH SCHOOL

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TENTATIVE AGREEMENT
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
UNITED TEACHERS LOS ANGELES

June 7, 2022

The parties have achieved their consistently-stated desire to complete negotiations for the 2022-2023 school year prior to the end of the current school year, and have been successful in that effort.

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, on a one-year contract for the 2022-2023 school year.

1. COMPENSATION

a. Salary

Effective July 1, 2022, the certificated salary schedule will be increased by 6%, across the board. UTLA bargaining unit members will be paid a one-time, off-schedule bonus equal to 6% of their 2022-2023 base salary on or before December 10, 2022.

If the 2022-2023 adopted State budget includes an ongoing LCFF base grant increase of 2% or more, when compared to the Governor’s May Revision proposal, PCHS will add a 1% increase to the salary schedule, effective July 1, 2022, and increase the one-time off-schedule bonus amount by 1% resulting in a 7% increase across the board and a one-time off-schedule bonus of 7%.

If the 2022-2023 State budget includes an ongoing LCFF based grant increase of 1.00-1.99%, compared to the Governor’s May Revision proposal, PCHS will add a 0.5% increase to the salary schedule, and increase the one-time off-schedule bonus amount by 0.5%, resulting in a 6.5% increase across the board and a one-time off-schedule bonus of 6.5%.

If the 2022-2023 State budget includes an ongoing LCFF base grant increase of 0-0.99%, compared to the Governor’s May Revision proposal, PCHS will increase the one-time off-schedule bonus amount by 1%, resulting in a 6% increase across the board and a one-time off-schedule bonus of 7%.



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b. Counselors

For 2022-2023 only, each full-time counselor shall receive a \$6,000 annual stipend (\$3,000 per semester). PCHS and UTLA will discuss a restructured counselor schedule for 2023-24 and beyond.

c. Academic/Athletic Stipends

Effective July 1, 2022, the Athletic/Competition Stipends will be modified to match the 2021-2022 school year amount paid by LAUSD for the same sport/activity/etc. If a PCHS position does not have an obvious counterpart to an LAUSD position, PCHS shall meet with the UTLA Chapter Chair to discuss and mutually agree on how to best “match” the position’s stipend with LAUSD.

d. Partial Day Substitute Coverage

Effective beginning with the 2022-2023 school year, the following will apply regarding partial day substitute coverage:

1. If a teacher knows that they will need coverage for (1) or two (2) class periods, and the teacher covering the class will be expected to instruct students in the curriculum of the course(s) covered (e.g. will not show a film), the teacher shall be allowed to arrange their own coverage by another teacher of their department. A teacher may utilize this benefit for a maximum of 5 periods per school year. Such coverage must be approved by the appropriate administrator and arranged by the teacher with notification provided to PCHS prior to 2:00 PM the school day before the coverage is needed, unless the need for coverage is not known prior to that time, in which case approval and coverage must be arranged by the teacher with notification to PCHS as early as possible after 2:00 PM the school day before, or by 6:00 AM the day the coverage is needed at the latest. Teachers who fail to obtain approval and provide notice prior to 6:00 AM the day coverage is needed will NOT be allowed to choose who covers their classes. Coverage will then be assigned in the following order of priority: 1) Available subs; 2) Teachers within the impacted department; 3) Other available teachers.
2. In an emergency situation, if a teacher is asked by PCHS (either Human Resources, the substitute teacher coordinator or the department’s administrator) to cover a class concurrently with their own, the covering teacher will be paid the professional rate for the time served.

2. BELL SCHEDULE

Effective at the start of the 2022-2023 school year, the bell schedule will be the Pali Period schedule attached as **Exhibit A**.

Upon the request of either party, the parties shall meet to negotiate changes to the PALI PERIOD bell schedule.



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3. VIRTUAL ACADEMY

The parties agree to the updated version of the January 31, 2022 “Virtual Academy” sideletter agreement, attached as **Exhibit B**.

4. EARLY ARRIVAL & DEPARTURE POLICY

A committee of two PCHS representatives and two UTLA representatives will meet as much as needed in the first two weeks of the Fall, 2022 semester to assess the need for a program that gives students who come onto campus early a warm, safe place to study or work on assignments before the start of the school day. The committee shall have the authority to recommend a specific program to take effect immediately upon approval of PCHS and UTLA.

5. DUES DEDUCTIONS

The parties have agreed to the Dues Deduction language proposed by UTLA, attached as **Exhibit C**.

6. TERM

The parties have agreed to a one (1) year closed contract from July 1, 2022 to June 30, 2023.

7. SUCCESSOR AGREEMENT BARGAINING

The bargaining of a full agreement to succeed this Agreement shall commence during the 2022-2023 school year, though no sooner than 9/15/2022. The parties shall “sunshine” initial proposals no later than the November, 2022 Board of Trustees meeting, with the goal of beginning successor agreement bargaining by the start of winter break in December, 2022.

AUTHORIZED SIGNATURES:

Date: June 7, 2022

Date: June 7, 2022

UTLA-PCHS Representative

PCHS Representative



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EXHIBIT A

2022-2023 Regular Block Schedule

Odd days are periods 1/3/5/7

Even days are periods 2/4/6/7

	Start Time	End Time	Length
Period 1/2	8:30 AM	10:11 AM	101 min
Nutrition	10:11 AM	10:31 AM	20 min
Period 3/4	10:38 AM	12:24 PM	106 min
Lunch	12:24 PM	12:58 PM	34 min
Period 5/6	1:05 PM	2:46 PM	101 min
Period 7	2:53 PM	3:48 PM	55 min



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2022-2023 Wednesday Pali Period Block Schedule

Odd days are periods 1/3/5/7

Even days are periods 2/4/6/7

	Start Time	End Time	Length
Period 1/2	8:30 AM	9:55 AM	85 min
Nutrition	9:55 AM	10:15 AM	20 min
Period 3/4	10:22 AM	11:48 PM	86 min
Pali Period	11:55 PM	12:40 PM	45 min
Lunch	12:40 PM	1:15 PM	35 min
Period 5/6	1:22 PM	2:47 PM	85 min
Period 7	2:54 PM	3:48 PM	55 min

Teacher PALI PERIOD Duties/Responsibilities:

- Take attendance.
- Assist with supervision of students during school-wide activities planned by PCHS. (Every other Wednesday)
- Supervise a PALI PERIOD activity. Study Hall shall be the default activity during PALI PERIOD. For teachers who want to offer a specialized activity during PALI PERIOD, they shall create and submit a description of the activity to the appropriate administrator by the prescribed deadline. (Every other Wednesday)



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EXHIBIT B

Virtual Academy Side Letter: PCHS and UTLA-PCHS

To provide students with an alternative learning program, PCHS will offer students an independent study program that is supported by credentialed teaching staff. The Virtual Academy (VA) is available for qualified students for this purpose.

VA COORDINATOR

A VA Coordinator will be identified to lead the VA program. The VA Coordinator will have one coordinator period with the ratio of up to 75:1 depending on the number of VA students enrolled. If the number of students exceeds this ratio based on the peak number of students within the semester, the VA coordinator will be compensated an additional \$350 per semester for up to 15 additional students.

EX: 160 students = 2 coordinator periods + \$350/semester or 3 coordinator periods

EX: 170 students = 3 coordinator periods

Duties and Responsibilities

- Report weekly Attendance for ALL VA students checking all intervention sheets, daily engagement, and assignment completion in each class
- Communicate with students and families regarding weekly intervention as well as including outreach and informational meetings (4 Information meetings with families per year and 2 VA orientations Aug/Jan and mini orientations for late students throughout the first two months of each semester)
- Communicate with families resolving VA teacher/student/family issues
- Attend Curriculum Council and LTSP meetings as representative of VA program
- Assist with identifying VA faculty and provide feedback about teacher engagement
- Training new VA teachers
- Coordinate with VA faculty including facilitating VA faculty meetings
- Assist VA faculty to identify and support VA students who need intervention
- Assist with coordinating English, Math, Science, Physical Fitness state testing for VA students
- Provide information/data for reports involving the VA program
- Be available during each VA Coordinator period for VA tasks
- Assist in SPED SDC scheduling, VA Teacher communication, and SDC teacher communication
- Assist in Residential Treatment, PHP, and IOP meetings, scheduling, and test proctoring
- Stay current on mental health issues and needs of Virtual Academy population
- Collaborate with administration and school attorney on current legal Independent Study procedures and California State Ed Codes, crafting revised Master Agreements, presenting them to the Board for approval
- Ensuring each family correctly fills out and signs Master Agreement, keeping each student's files organized for auditing and storing for five years. Participating in the auditing process.
- Stay abreast of NCAA, iNACOL, and DEAC regulations and policies
- Create and submit Virtual Academy Budget



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- Communicate with families daily regarding labs, seminars, available rooms, and all school related activities such as bell schedule activity changes, Class meetings, including but not limited to graduation and senior activities
- Enroll and disenroll students in the current online system and perform any needed admin roles
- Research online distance learning programs and stay abreast of programs that would best meet PCHS' standards while remaining compliant to UC a-g, NCAA, and State standards to present to VA staff
- Work closely with counselors for scheduling, four-year plans, and course choices

STAFFING/TEACHING

To determine staffing needs for the VA program, the following timeframe is suggested:

January-March – Student Commitment Form

February – Interest Form for Teachers, Publicize openings

March 15 – VA Coordinator, Department Chairs and Administrators collaborate and select VA teachers and inform affected departments

The VA Coordinator and Administration will be involved in the selection of VA teachers based on the following in order of priority:

1. Needs of the program
2. Pali seniority

Expectations of VA teachers

- Credentialed in subject matter
- Weekly reporting for attendance, grades/feedback, and intervention
- Posting updates on LMS
- Communicate with students and families
- Attend department meetings
- Attend VA faculty meetings
- Be available during each VA period for VA tasks
- Proctor assessments (including state tests when necessary)
- *Provide semester plan for each course every semester
- *Supplement curriculum as necessary to align with Pali PLCs
- *Facilitate academic seminars with face time at least once a week for all courses
- *Attend at least 1 PLC in VA subject matter

COURSES and CURRICULUM

The VA Coordinator and Administration will recommend and select platform to be used for VA courses with sufficient time for budget considerations.

A credentialed teacher shall be identified to provide instruction, monitor progress, and support students in the VA program for academic core classes in English, Math, Science, History, and World Language. If an AP class is offered, the instructor must meet College Board requirements as well.



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A VA teacher will have one period with ratio up to 35 students:1 teacher. The VA teacher may be assigned up to 3 different courses per VA period. If the number of students exceeds this ratio, the VA teacher will be compensated an additional \$350 per semester for up to 8 additional students. If the number of courses assigned exceeds 3, then the VA teacher will be compensated an additional \$1000 per semester for each additional course.

For PE, Health, VAPA, and other elective classes, a VA teacher will have one period with ratio up to 75 students:1 teacher. The VA teacher should be assigned the least number of courses possible to achieve this ratio. If the number of students exceeds this ratio, the VA teacher will be compensated an additional \$350 per semester for up to 15 additional students. These teachers are not expected to be responsible for duties that are starred (*) in the STAFFING/TEACHING section.

This side letter will go into effect upon ratification by the parties, and sunset on June 30, 2023, unless mutually extended by the parties.



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EXHIBIT C

ARTICLE V - ORGANIZATIONAL SECURITY AND MEMBERSHIP

5.1 Organizational Security and Membership

- 5.1.1 UTLA shall have the exclusive right to have membership dues, initiation fees, and general assessments deducted for employees in the bargaining unit by PCHS. PCHS shall, upon appropriate notification by UTLA of 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 PCHS. Unit members who currently have authorization cards on file for the above purposes need not to be resolicited. Membership dues, initiation fees and general assessments, upon formal written request from the Union to PCHS, shall be increased or decreased without re-solicitation and authorization from unit members.
- 5.1.2 Any unit member who is a member of the Union or who has applied for membership may sign and deliver to UTLA written authorization for deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, PCHS shall deduct the appropriate amount of such dues from the regular salary check of the unit member. 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.
- 5.1.3 UTLA may change the amount of deductions made pursuant to this Article by providing PCHS with sufficient notification of the change, to allow for PCHS to make the necessary payroll adjustments, along with a copy of the notification of the change that was sent to affected UTLA members.
- 5.1.4 Employee requests to cancel or change this authorization shall be directed to UTLA, which shall be responsible for processing these requests. PCHS shall rely were properly cancelled or changed.
- 5.1.5 With respect to all sums deducted by PCHS as outlined above, PCHS agrees to remit such moneys to the designated UTLA payee within twenty (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.



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5.2 Indemnification

UTLA agrees to indemnify and hold harmless, PCHS for any loss or damages or legal costs resulting from the operations of this Article. It is also agreed that neither Union nor any employee shall have any claim against PCHS 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 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 PCHS prior to making any such decision or determination.