

**TENTATIVE AGREEMENT**

*Signed  
5/26/16*

**MEMORANDUM OF UNDERSTANDING  
("SIDE LETTER AGREEMENT")  
BETWEEN  
EL CAMINO REAL ALLIANCE  
&  
UNITED TEACHERS LOS ANGELES-ECRA  
MODIFYING AND AMENDING THE MEMORANDUM OF UNDERSTANDING  
REGARDING  
VOLUNTARY EARLY RETIREMENT/RESIGNATION INCENTIVE**

**April 21, 2016**

This Side Letter Agreement ("Side Letter") is entered into between El Camino Real Alliance ("ECRA") formerly known as El Camino Real Charter High School ("ECRCHS") and United Teachers Los Angeles-ECRA ("UTLA") as follows:

WHEREAS, ECRA is an independent public charter school, authorized by the Los Angeles, Unified School District ("LAUSD") commencing operation on July 1, 2011; and

WHEREAS, ECRA and UTLA have an ~~independent~~ collective bargaining relationship; and

WHEREAS, ECRA and UTLA entered into a Memorandum of Understanding ("MOU") on or about January 28, 2016 allowing for an early retirement/resignation incentive for all UTLA unit members who submit an application no later than February 29, 2015 constituting an official notice of resignation or retirement from employment with ECRA effective June 30, 2016; and

WHEREAS, at least one unit member who intends to ~~return to LAUSD to retire and collect retiree benefits from LAUSD~~ resign from ECRA has expressed that the unit member and/or covered spouse has an extraordinary health condition for which he/she is undergoing treatment from a physician who is a preferred provider under the ECRA PPO plan ~~but who is not a provider under any plan available to LAUSD retirees~~; and

WHEREAS, ECRA and UTLA compassionately wish to avoid interruption in the continuity of care to that unit member (and/or covered spouse) and any similarly situated unit member (and/or covered spouse);

NOW THEREFORE, the parties do hereby agree to modify and amend the MOU by adding the following terms:

**Agreement:**

1. At ECRA's discretion, ECRA ~~will~~ may agree to continue providing PPO benefits to unit members who qualify based on the terms and conditions listed below for up to two (2) years or until the unit member reaches the age of eligibility for Medicare, whichever comes first.

2. In order for the unit member to qualify for this coverage, the unit member must meet the following eligibility requirements:

- a. During the 2015-2016 school year, the unit member is and has been enrolled in the ECRA PPO plan;
- b. The unit member has an extraordinary health condition for which he/she (and/or covered spouse) is receiving care from a physician who is a preferred provider under the ECRA PPO plan ~~but who is not a provider under any plan available by LAUSD to LAUSD-retirees;~~
- c. The unit member resigns from ECRA on June 30, 2016, pursuant to the terms of the MOU; **and**
- ~~d. The unit member returns to LAUSD on or about July 1, 2016, and then retires from LAUSD with retiree benefits prior to July 30, 2016; and~~
- d.** The unit member has not reached the age of eligibility for Medicare.

3. All other terms of the MOU remain intact and unchanged.

**Signatures:**

The parties acknowledge and agree that this SIDE LETTER amends and supersedes the MOU signed on or about January 28, 2016.

**UNITED TEACHERS LOS ANGELES**

*Hong Bui* *Jason Kinsella*

Names: Hong Bui, Jason Kinsella

Date: 5/26/2016

**EL CAMINO REAL ALLIANCE**

*Dave Fehte* *Man*

Dave Fehte, Executive Director

Date: 5/26/16

**THIS AGREEMENT IS NOT EFFECTIVE UNTIL FINAL RATIFICATION/APPROVAL BY UTLA-ECRA AND THE GOVERNING BOARD OF ECRA**

**ON BEHALF OF THE BOARD OF DIRECTORS OF EL CAMINO REAL ALLIANCE**

Date of Approval: \_\_\_\_\_

Jonathan Wasser, Board Chair