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**TENTATIVE AGREEMENT**

**SIDE LETTER AGREEMENT  
BETWEEN  
EL CAMINO REAL ALLIANCE  
&  
UNITED TEACHERS LOS ANGELES-ECRA  
REGARDING  
LIMITED TIME PAYMENT FOR  
CONTINUED BENEFITS FOR EIGHT (8) TEACHERS WHO ELECTED TO RETURN  
TO LAUSD AND RESIGN/RETIRE WITH LAUSD RETIREE BENEFITS**

**June 3, 2016**

This 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 ("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, UTLA is the exclusive representative of all certificated staff at ECRA, excluding day to day substitutes, management, confidential and supervisory personnel as defined by the EERA; and

WHEREAS, ECRA and UTLA have a collective bargaining relationship; and

WHEREAS, ECRA and UTLA entered into a prior 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 (later extended to May 20, 2016) constituting an official notice of resignation or retirement from employment with ECRA effective June 30, 2016; and

WHEREAS, many ECRA unit members voluntarily submitted resignations from ECRA pursuant to the MOU in which, in consideration for a resignation/retirement incentive, such unit members agreed that upon their resignation from ECRA that they "will no longer receive health and welfare benefits from ECRA"; and

WHEREAS, eight (8) ECRA teachers/counselors ("Eight (8) Unit Members") timely filed paperwork with LAUSD ("Request to Return from Leave" and "Resignation") to return to LAUSD from a charter leave of absence and to retire and resign from LAUSD, pursuant to a past practice between LAUSD and other conversion charter schools, and using dates provided by LAUSD; and

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WHEREAS, the affected Eight (8) Unit Members (and their LAUSD Employee Numbers) are:

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WHEREAS, the Eight (8) Unit Members resigned from ECRA pursuant to the MOU, ~~surrendering their ECRA paid benefits effective July 1, 2016;~~ and

WHEREAS, LAUSD has accepted the resignations of the Eight (8) Unit Members but is unilaterally denying to recognize their return from leave, thereby depriving such teachers of retiree benefits that were earned and vested as a result of their age and prior service in LAUSD; and

WHEREAS, the Eight (8) Unit Members were active employees of LAUSD prior to accepting a charter school leave of absence and have continued to be employees of LAUSD while on the leave of absence; and

WHEREAS, independent of its status at ECRA, UTLA is the exclusive bargaining representative for the Eight (8) Unit Members because it is the exclusive bargaining representative for teachers and other certificated employees of LAUSD; and

WHEREAS, UTLA and ECRA believe that LAUSD's unilateral action is contrary to its contractual obligation to UTLA and the Eight (8) Unit Members; and

WHEREAS, UTLA has filed a grievance and ~~is proceeding~~ will proceed to arbitration against LAUSD for its refusal to allow the Eight (8) Unit Members to return and resign with retiree benefits if necessary; and

WHEREAS, UTLA and ECRA are confident of a successful resolution of the grievance; and

WHEREAS, UTLA has requested that ECRA continue to fund health benefits for the Eight (8) Unit Members while the grievance ~~arbitration~~ is proceeding; and

WHEREAS, UTLA is hopeful of a successful resolution within six (6) months; and

WHEREAS, the Eight (8) Unit Members will suffer irreparable harm if their benefits are terminated during the pendency of the grievance, and ECRA wishes to avoid having any of its employees, including the Eight (8) Unit Members, suffer any irreparable harm;

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

**AGREEMENT:**

1. UTLA will pursue the grievance ~~arbitration~~ to allow the Eight (8) Unit Members to return to LAUSD so that they can retire with full retiree benefits from LAUSD;

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2. ECRA will pay for continuation of the current health benefit packages of each of the Eight (8) Unit Members under COBRA on a temporary basis for a period of at least not to exceed six (6) months beginning July 1, 2016 and ending on December 31, 2016;
3. In pursuing the grievance ~~arbitration~~, UTLA will seek full restoration and reimbursement from LAUSD of COBRA premiums paid by ECRA on behalf of the Eight (8) Unit Members;
4. UTLA will keep ~~provide monthly reports to ECRA informed of~~ regarding the status of the case; *and any potential settlements that will directly impact ECRA's obligations beyond December 31, 2016.*
5. ~~After December 31, 2016, ECRA will have no further obligations under this Side Letter;~~ The parties are in dispute as to the obligations of the ECRA under paragraph 2 of the January 28, 2016 MOU. Each party reserves the right to retain its position on this question irrespective of this agreement. Should the matter not be resolved with LAUSD in favor of the Union by December 31, 2016 the parties agree to enter into negotiations over the continuation of health benefits. During such negotiations each party will retain its right to arbitration over the meaning and applicability of paragraph 2 of the January 28, 2016 MOU.
6. Nothing herein precludes the parties from mutually entering into a subsequent agreement to modify or extend the obligations set forth in this Side Letter, but no representations have been made regarding any intentions to do so;

**Signatures:**

The parties acknowledge and agree that this MOU replaces and supersedes any prior agreements between the parties concerning the subject matter previously agreed to by the parties, and it does not serve as precedent in any manner.

Date: 6/8/16

UNITED TEACHERS LOS ANGELES

*[Signature]*  
Name: HONG BUI

Date: 6/8/16

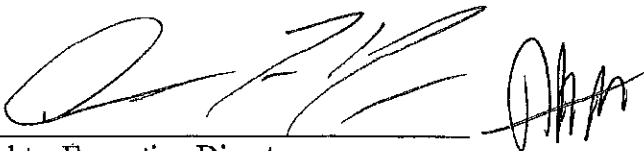
UNITED TEACHERS LOS ANGELES

*Jason Kinsella* *Charles Howrey Jr.*  
*[Signature]* *[Signature]*  
Name: \_\_\_\_\_

EL CAMINO REAL ALLIANCE

Date:

6/8/16



Dave Fehte, Executive Director

**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:

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Jonathan Wasser, Board Chair

