

signed 5/26/16

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED TEACHERS LOS ANGELES  
&  
EL CAMINO REAL ALLIANCE  
RE: ARTICLE XIII, SECTION 13.3, "MINIMUM ON-SITE OBLIGATION"**

**May 12, 2016**

This Memorandum of Understanding ("MOU") is entered into between United Teachers Los Angeles-ECRA ("UTLA") and El Camino Real Alliance ("ECRA") formerly known as El Camino Real Charter High School ("ECRCHS") 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 and ECRA have entered into a collective bargaining agreement ("CBA") that was ratified by UTLA on March 4, 2016 and approved by the ECRA Board ("Board) on March 16, 2016; and

WHEREAS, "ARTICLE XIII – HOURS, DUTIES, AND WORK YEAR" in regards to the minimum on-site obligations (Section 13.3) for non-classroom teachers including but not limited to deans, counselors, and coordinators does not reflect the parties' full intentions on this subject; and

WHEREAS, UTLA and ECRA wish to modify the above referenced Article of the CBA to more accurately reflect the parties' intentions;

NOW THEREFORE, the parties do hereby agree to the following terms and to modify and amend ARTICLE XIII of the CBA as follows:

**AGREEMENT**

**1. The parties agree to modify section 13.3 (including subsections) as follows:**

**13.3.1 Minimum On-Site Obligation**

13.3.1 It is understood that all full-time classroom teachers shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting times. Except as otherwise provided in writing, full time secondary teachers' minimum on-site obligation shall commence seven (7) minutes prior to the instructional day and continue through six (6) minutes after the instructional day

13.3.2 The following provisions apply to non-classroom teachers. For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than half of the instructional periods per day, and/or less than half-time.

a. Library media teachers shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one hour before and after the normal full pupil day for the school.

b. ~~All other~~ Unit members paid on the Special Services Salary Table, including but not limited to deans, counselors, coordinators, psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight (8) hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.

*JK*  
*SS*  
early or \*  
*H2*

e. ~~All non-classroom teachers~~ other unit members (including but not limited to nurses, counselors, and deans) shall observe on-site hours which are to be not less than the hours observed by teachers at the site, and shall remain on site when necessary to perform the duties described in Section 13.5 which are appropriate to their work. Such unit members may be required to work additional hours beyond the hours observed by teachers at the site for specified additional obligations such as after school events if they receive extra pay (i.e. stipends) for such additional work.

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*H2*  
*JK*

13.3.3 Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.

2. All other terms or provisions of Article XIII remain intact and unchanged.

**Signatures:**

The parties acknowledge and agree that this MOU amends and supersedes ARTICLE XIII, section 13.3 (including subsections) of the CBA that was ratified by UTLA on March 4, 2016 and approved by the Board on March 16, 2016.

Date: 5/26/2016

UNITED TEACHERS LOS ANGELES  
JASON KINSELLA  
*[Signature]*  
Name: \_\_\_\_\_

Date: 5/20/16

UNITED TEACHERS LOS ANGELES  
*[Signature]*  
Name: HONGY BUI

Date: 5/26/16

EL CAMINO REAL ALLIANCE  
*[Signature]*  
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: \_\_\_\_\_  
Jonathan Wasser, Board Chair