

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE ACCELERATED COMMUNITY OF SCHOOLS  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 99**

This COLLECTIVE BARGAINING AGREEMENT ("Agreement") is made and entered into on this 20th day of May, 2014 between the BOARD OF TRUSTEES OF THE ACCELERATED SCHOOLS, the exclusive public school employer under Education Code section 47605 and SERVICE EMPLOYEES INTERNATIONAL UNION, Local 99, [collectively, the "parties"]. This Agreement is entered into pursuant to the Educational Employment Relations Act ("EERA", Govt. Code Sections 3540, *et seq.*).

**I. Recognition.**

The Accelerated Schools recognizes SEIU Local 99 as the exclusive representative of its employees in the following units:

- A. Instructional Aides;
- B. Operational Support;
- C. Office Technical; and
- D. Preschool Teacher

**II. Definitions.**

- A. "Board" is the Board of Trustees of The Accelerated Schools.
- B. "Board President" is the President of the Board of Trustees of The Accelerated Schools.
- C. "CEO" is the Chief Executive Officer of The Accelerated Schools.
- D. The "Handbook" is the TAS Personnel Policy Handbook. When the Handbook is incorporated into this Agreement by reference or otherwise, such provisions shall be subject to the grievance procedure herein, unless specifically excluded.
- E. "SEIU" or "Union" is the Service Employees International Union, Local 99 and its officers and representatives.
- F. "TAS", "School" or "Employer" shall be defined to include, the WM Keck Early Childhood Center, The Accelerated School, Wallis Annenberg High School, The Accelerated Charter Elementary School either collectively or individually, the

Accelerated School Community of Schools and/or its Board of Directors, Administration, and other designated representatives.

**III. Hours of Employment and Overtime Compensation.**

A. Definitions.

For the purpose of this Article 3 the following definitions are made:

1. "Work Day" is 12:01 a.m. to 12:00 midnight.
2. "Work Week" is seven (7) consecutive days.
3. "Duty Day" is the hours of assigned duty within a work day.
4. "Duty Week" is the days of assigned duty within a work week.
5. "Regular Five Day Duty Week" is five (5) consecutive duty days of eight (8) hours each within an assigned work week.
6. "Regular Part-time Duty Week" is five (5) or less duty days of eight (8) or less hours each within an assigned work week such that the total duty week is less than forty (40) hours.

B. Work Assignment.

Each member of the bargaining unit shall be assigned to a specific Work Week, Duty Week and a regular minimum number of assigned hours per Duty Day and months per year by TAS which shall be commensurate with the needs of the School. TAS shall maintain a Monday through Friday Work Week for all existing unit members. TAS may, upon mutual agreement between an existing unit member and the School, temporarily or permanently assign the member to a Duty Week that includes a Saturday and/or Sunday Work Day.

TAS reserves the right to temporarily or permanently assign employees to a Duty Week that includes a Saturday and/or Sunday Work Day either by mutual agreement or by meeting or conferring on the impacts and effects of such a change.

C. Days of Required Duty.

Each member of the bargaining unit is required to be on duty each calendar day falling within the member's Duty Week during the member's assigned period of employment except the holidays and days of authorized absence, leave or vacation provided in this Agreement and the TAS Personnel Policy Handbook ("Handbook").

D. Overtime Calculation.

Overtime is time worked in excess of eight (8) hours in any one Work Day or over forty (40) hours in any one (1) Work Week. Overtime must be authorized in writing in advance by the employee's supervisor or other designated TAS administrator. Overtime shall be compensated in accordance with applicable laws.

For employees who have a work assignment of less than eight (8) hours per day, overtime worked as specified in this Article 3(D) shall be compensated at the employee's regular rate of pay for all hours less than eight (8) hours per day.

E. Lunch Period.

1. All members of the bargaining unit shall be provided and are entitled to an uninterrupted lunch period of not less than 30 minutes if their assigned hours of work during the Duty Day as defined in Article 3(B) are five (5) hours or more except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employee and TAS. .

2. Members of the bargaining unit will be assigned the lunch period at or about the midpoint of each Duty Day except that part-time members will be granted the lunch period at or about the fourth (4th) hour of the Duty Day, in either case at the discretion of the member's immediate supervisor. No compensation shall be granted for the lunch period.

3. As specified by an employee's supervisor, the length of time for such lunch periods shall be no longer than one (1) hour or less than one-half (1/2) hour. An employee required to work during his or her lunch period shall be provided an additional break or lunch period equal to the time worked.

4. A member of the bargaining unit who has a regular assignment of less than five (5) hours per day who is required to work additional hours that make the work day five (5) hours or more shall be told by the supervisor at the beginning of the work period, or as soon thereafter as possible, when he/she shall take his/her lunch period except that if the total work period of the employee that day is no more than six hours, the meal period may be waived by mutual consent of both the employee and TAS.

F. Rest Period.

A fifteen (15) minute compensated rest period shall be provided to all members of the bargaining unit for each four (4) consecutive hour period of service. The rest period herein described shall be assigned by the immediate supervisor at or near the midpoint of each four (4) hour period of service.

G. Voluntary Assignment.

No employee shall voluntarily render services which are the same as those for which the employee is being compensated. If an employee believes they are being

requested to voluntarily render such services, they employee shall immediately notify the site administrator.

**IV. Compensation.**

A. Salary.

Employees must be employed by TAS on the effective date of any salary adjustment to be eligible for the adjustment. TAS reserves the right to “rate-in” new hires within the salary range set for each position Salary increases shall be applied to eligible bargaining unit members only and shall not change the salary range for the classification or position. However, if the salary increase for an incumbent would be higher than the maximum hourly rate in the range for a classification then the maximum end of the range shall be adjusted upwards to that new maximum level.

1. Year 1: Effective July 1, 2013, all bargaining unit members who are employed by TAS on the day the increase is paid will receive a one percent (1.0%) increase to their base wage.

2. Year 2: Effective in the first paycheck of the 2014-2015 school year all bargaining unit members will receive a one percent 1.0%) wage increase. Positions identified to receive equity adjustments shall receive their one percent increase and an additional market equity increase as specified in the attached chart (which provides the total increase for July 1, 2014 for the identified positions).

3. Year 3: The parties agree to re-open on Article IV Compensation and Article V Benefits for year 3.

In addition to the above, TAS will further adjust hourly rates as needed to meet any change in minimum wage law requirements.

B. Specific Classification Adjustments.

Specific classification adjustments shall be made in accordance with Attachment 1.

**V. Health Insurance Benefits.**

A. Health Insurance Benefits. Health insurance benefits shall be provided in accordance with the Handbook. TAS shall continue to pay health insurance premiums, up to the allowance set forth in paragraph 5(B), to the bargaining unit employees who currently receive these benefits and who remain eligible for coverage. These employees, and not the classifications, are being provided with this benefits eligibility. TAS reserves the right not to provide benefits to these classifications when they are vacated by the incumbents.

B. Health Insurance Allowance. Unit members who are eligible for TAS provided health insurance benefits shall be entitled to receive a maximum monthly insurance benefit contribution towards medical, dental and vision premiums as follows:

Employee Only	\$ 491.13
Employee Plus One	\$ 974.34
Family	\$ 1,360.77

In the case where spouses or registered domestic partners are both employed by TAS, for the purpose of securing health and welfare benefits for the employees and eligible dependents, the maximum amount of TAS contribution available shall be the total of the maximum amounts available to each employee individually.

TAS reserves the right to re-open on Article V Health Insurance Benefits during the term of this Agreement to comply with the requirements of the Affordable Care Act.

**VI. Leaves.**

A. Vacation. Vacation shall be provided consistent with the Handbook. The parties agree to meet upon request of the Union to review and clarify the vacation benefits currently provided.

B. Holidays. Holidays shall be provided consistent with the Handbook. The parties agree to meet upon request of the Union to review and clarify the holiday benefits currently provided.

C. Paid Leaves of Absence. TAS will grant leaves in accordance with the requirements of applicable state and federal law at the time the leave is granted and pursuant to the Handbook. Changes in leaves pursuant to Handbook are subject to negotiations and will only occur upon completion of the negotiations process.

**VII. Miscellaneous.**

Benefits and other subjects currently covered by the Handbook shall be governed by existing rules in the Handbook. Where this Agreement and the Personnel Rule Handbook cover the same subjects (such as grievance procedure) this Agreement supersedes and replaces the Handbook language. TAS reserves the right to update the Handbook.

**VIII. Performance Evaluations.**

Employees shall receive at least one annual, written performance evaluation between April 1<sup>st</sup> and June 10th. Additional performance evaluations may be provided to address performance concerns earlier in the year.

**IX. Employment and Termination of Employment.**

A. TAS may immediately terminate an employee for “just cause” during the school year. The employee may initially appeal the termination to the CEO. The CEO will meet with the employee and consider the information presented before making a final decision.

Following the appeal to the CEO the employee has a right to appeal to the Board. The right to appeal shall be a post-termination appeal. Therefore, the employee would be separated from employment effective with the decision of the CEO. Following the meeting with the CEO an employee may appeal in writing to the Board utilizing Step 3A of the Grievance Procedure. The decision of the Board shall be final.

The procedure applies only to dismissal for cause as described herein, and shall not be applicable to the determination that an individual’s employment will not be renewed from one school year to the next, nor shall it be applicable to a reduction in force. For the purposes of this Agreement “Just Cause” will be solely as interpreted by the CEO, Site Administrator or his/her designee and may include but not be limited to the following:

1. Dishonesty, to include theft or falsifying information.
2. Unsatisfactory performance rating in employee’s annual performance evaluation provided the employee has been given written notice of the deficiency and has been given thirty (30) days to cure the deficiency. The Administration will provide a written support plan outlining the resources offered to the employee during the 30-day period.
3. Unfit for service, including documentation of the inability to appropriately instruct or associate with children or students.
4. Refusal to comply with or support any regulation or law of the state of California or refusal to comply with or support any policy or procedure of TAS.
5. Immoral conduct or a conviction of a felony or of any crime involving a minor or moral turpitude.
6. Unlawful discrimination, including harassment of students or other employees.
7. Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties at school or when supervising students on or off campus.

8. Gross negligence leading to the endangerment or harm of a child or children.
9. Conviction of any drug or sex offense enumerated in the California Education Code.
10. Unprofessional conduct.
11. Unauthorized absence, absence and/or repeated tardiness without authority or sufficient reason.
12. Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or failure to report to duty for three (3) or more working days without prior notification and authorization of such absence.
13. Insubordination (including but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
14. Negligent or willful damage to TAS property or waste of TAS supplies or equipment or unauthorized use of TAS property for private purposes.
15. Engaging in unauthorized political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board.
16. Abuse of leave privileges, including excessive tardiness, excessive absences or a pattern of absences for trivial indispositions, misuse of sick leave.
17. Discourteous, offensive or abusive conduct or language towards other employees, students or the public.
18. Unauthorized release of confidential information, as defined by law, from official TAS records.

B. TAS Right to Terminate Employment at the End of Any School Year. TAS may, in its sole discretion, decline to employ any bargaining unit employee beyond June 30<sup>th</sup> of any year by providing written notice no later than May 31st, of the then-current fiscal year. Declining to employ beyond June 30<sup>th</sup> does not constitute termination for cause and is not subject to the grievance procedure or any right of appeal. The decision of TAS not to employ any bargaining unit employee beyond June 30<sup>th</sup> is final and binding.

C. Nonrenewal or Revocation of Charter. An individual's employment shall automatically terminate upon the non-renewal or revocation of any charter of TAS. This section shall not be subject to the contractual grievance procedure.

D. Reduction in Force. Layoffs may occur in accordance with the Personnel Policy Handbook.

The decision of the CEO regarding layoffs is final and not subject to the grievance procedure.

**X. Grievance Procedure.**

A. Definition: A grievance is a claim by the unit member, unit members or the Union that a provision of this Agreement has been violated or misapplied with respect to that unit member, or members, such that it resulted in an adverse consequence to the unit member(s). All other claims, such as violations of statute, individual employment agreements, charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Except as specified in Article 9, personnel decisions including decisions affecting employment status and discipline of employees shall not be subject to this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party's rights under this procedure.

B. Timelines: All timelines may be adjusted by mutual agreement between the grievant and TAS.

C. Informal Resolution: Any grievance shall first be addressed with the site administrator or immediate supervisor, within seven (7) work days of when the grievant knew or should have known the event or condition giving rise to the grievance. The grievant must identify the concern as a grievance and request an informal meeting. The grievant may authorize the union representative to represent him/her at any grievance meeting.

D. Formal Resolution:

1. Step 1: If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to his or her site administrator or immediate supervisor within fifteen (15) work days of the event or condition giving rise to the grievance. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, and to the extent known dates, names of witnesses, (3) the adverse consequence resulting to the unit member, or union and (4) the remedy requested by the grievant. The site administrator or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) working days of the meeting.

2. Step 2: If the unit member is not satisfied with the response at Step 1, he/she shall, within five (5) work days of the receipt of the written response at Step 1, notify the Chief Executive Officer that a grievance has been denied or unresolved by the site administrator or immediate supervisor. The Step 2 grievance shall specifically



state any portions of the Step 1 response disputed by the grievant. If not resolved, the Chief Executive Officer will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The Chief Executive Officer shall provide a written response within seven (7) work days of the meeting.

3. Step 3: If the unit member is not satisfied with the response at Step 2, he/she shall, within five (5) work days of the receipt of the written response at Step 2, notify the Board President that he/she is requesting that the grievance be submitted to Option A or B below:

- a. A hearing before the Board of Trustees or Board designated committee, or
- b. Advisory arbitration upon Union approval only.

Where Option B is utilized the following steps shall govern the arbitration process:

i. The Union and TAS shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

ii. If either TAS or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in Section 1 above.

iii. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

iv. TAS and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any recommendation that requires TAS or the Union to do an act prohibited by law.

v. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and recommended award.

vi. The recommended award of the arbitrator shall be advisory to the Board of Trustees who shall make a final and binding decision on the resolution of the grievance after full review and consideration of the recommendations of the arbitrator.

vii. The fees and expenses of the arbitrator shall be shared equally by TAS and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

viii. The Grievant shall be provided with reasonable release time to attend any grievance meeting with TAS or to testify at his or her own grievance meeting.

## **XI. Union Rights and Security.**

A. Access. Authorized Union representatives shall have the right to reasonable access to TAS facilities consistent with TAS policies and upon approval of the site administrator.

B. Bulletin Boards. Consistent with legal restrictions, the Union shall have the right to post notices of official Union matters on a designated bulletin board established for the Union's exclusive use at each work site where bargaining unit employees are assigned. Such postings must comply with TAS policies.

C. Release Time for Negotiations. The Union has the right to reasonable release time for members of the negotiation team. The Union will identify the team members. A reasonable number of team members shall be released from duty with no loss of pay for the purpose of attending negotiating meetings. Operational needs take precedence over release time and TAS reserves the right to deny release time accordingly.

D. Stewards. The Union shall designate its Stewards and notify the Employer accordingly. Stewards shall have the right to (i) represent an employee in any meeting that involves or could possibly lead to discipline, grievance procedures, and in any meeting with supervisors/administrators dealing with work conditions; (ii) coordinate Union meetings; and, (iii) post and distribute official Union materials

E. Union Security. Upon request of the Union, TAS agrees to expeditiously implement the provisions of Government Code section 3546-3546.5.

## **XII. Management Rights.**

A. TAS' rights listed in this article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government

Code section 3543.2 and all rights and matters not limited by other provisions of this Agreement are reserved to TAS. Reserved rights include, but are not limited to, the exclusive right to determine, establish, implement, modify, organize, reorganize or discontinue, any of the following, subject only to the other provisions of this Agreement.

B. The legal, operational, and organizational structure of TAS, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;

C. The financial structure of TAS, including all sources and amounts of, income, taxes and debt, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;

D. The acquisition, disposition, number, location, and utilization of all TAS' schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;

E. All services rendered to the public and to TAS personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the contracting and subcontracting of services including educational, support, maintenance and repair services;

F. The utilization of personnel not covered by the Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is also done by unit members, and the methods of selection and assignment of such personnel;

G. The educational policies, procedures, objectives, goals and programs, including those relating to the classes to be taught, curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;

H. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of TAS; the assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;

I. The job classification and the content and qualifications thereof, and the duties for all unit members;

J. The dates, times and hours of operation of TAS facilities, functions and activities; work schedules; the school calendar;

K. Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

L. The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of the Agreement;

M. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of TAS not limited by specific provisions language of this Agreement.

N. All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to TAS even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon TAS' rights. The exercise of any right to TAS herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of TAS right or preclude TAS from exercising the right in a different manner.

O. Since this Article is not a source of Union rights or employee rights, it is non-grievable.

### **XIII. Contracting Out.**

TAS reserves the right to contract out bargaining unit work. The Union expressly waives the right to negotiate the decision or the impacts and effects of such a decision with TAS.

However, before implementing any decisions to contract out work, TAS shall notify the Union and provide the Union with an opportunity to meet and discuss the impact of such decision on terms and conditions of employment.

The decision of TAS to contract out work is final and not subject to the grievance procedure.

**XIV. Assignability.**

This Agreement shall not be assignable upon dissolution or revocation of the charter or any other change in the form of the organization.

**XV. Health and Safety Committee.**

TAS agrees to explore the topic of a safety committee with the Union.

**XVI. Official Personnel Files.**

A. An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file.

B. An employee shall have the right to inspect his/her personnel file during normal office hours without loss of pay. An employee's Union Representative shall have the right, with the consent of the employee, to inspect his/her personnel file.

C. An employee shall be entitled to a copy of any document the employee is requested to sign.

**XVII. Discrimination Prohibited.**

Discrimination procedures are contained in the Personnel Policy Handbook.

**XVIII. Statutory Changes.**

Except as provided in Article 12 Management Rights, at the request of SEIU the parties will agree on a negotiations date within thirty (30) days of the enactment of any state law that requires negotiations on a particular topic.

**XIX. Savings.**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.

**XX. Negotiations.**

Year 3 Reopener: Either party has the right to reopen Article(s) IV and V for year three of this Agreement.


SEIU's proposal for a successor agreement shall be provided to the Board by May 15, 2016.


This Agreement shall be from May 20, 2014 through June 30, 2016, and shall continue in effect from year to year thereafter unless amended, modified or terminated.

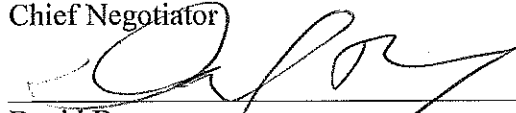
This Agreement is subject to ratification by the Board of Trustees for The Accelerated School Community of Schools and by the Service Employees International Union.

Agreed to in Los Angeles, Los Angeles County, California on the 20th day of May, 2014.


**THE ACCELERATED COMMUNITY  
OF SCHOOLS**

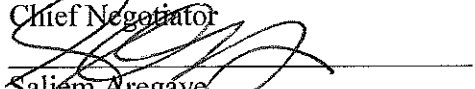
  
\_\_\_\_\_  
Johnathan Williams  
CEO


  
\_\_\_\_\_  
Donna Williamson  
Chief Negotiator

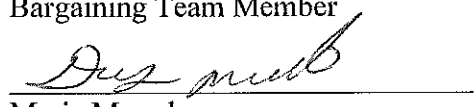
  
\_\_\_\_\_  
David Borovay  
Bargaining Team Member

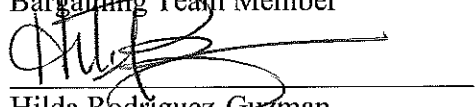
**SERVICE EMPLOYEES  
INTERNATIONAL UNION**


  
\_\_\_\_\_  
Michael Haberberger  
Chief Negotiator

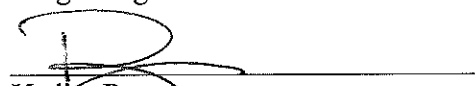
  
\_\_\_\_\_  
Saliem Aregaye  
SEIU Negotiator

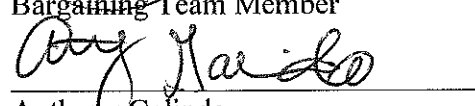
  
\_\_\_\_\_  
Teresa Ramos  
Bargaining Team Member

  
\_\_\_\_\_  
Maria Macedo  
Bargaining Team Member

  
\_\_\_\_\_  
Hilda Rodriguez-Guzman  
Bargaining Team Member

  
\_\_\_\_\_  
Sara Tinoco  
Bargaining Team Member

  
\_\_\_\_\_  
Yadira Ramos  
Bargaining Team Member

  
\_\_\_\_\_  
Anthony Galindo  
Bargaining Team Member