**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB’s website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

**IS THIS AN AMENDED CHARGE?**
- **YES** If so, Case No.
- **NO**

### 1. CHARGING PARTY:
- **EMPLOYEE**
- **EMPLOYEE ORGANIZATION**
- **EMPLOYER**
- **PUBLIC**

| a. Full name | Service Employees International Union, Local 99 |
| b. Mailing address | 2724 West 8th St., Los Angeles, CA 90005 |
| c. Telephone number | (213) 387-8393 |
| d. Name and title of person filing charge | Carlos Coye, Attorney |
| e. Telephone number | (626) 796-7555 |
| E-mail Address | ccoye@rsglabor.com |
| Fax No. | (626) 577-0124 |
| e. Bargaining unit(s) involved: | |

### 2. CHARGE FILED AGAINST: (mark one only)
- **EMPLOYEE ORGANIZATION**
- **EMPLOYER**

| a. Full name | The Accelerated Schools |
| b. Mailing address | 4000 S. Main St., Los Angeles, CA 90037 |
| c. Telephone number | (323) 235-6343 |
| d. Name and title of agent to contact | Grace Lee-Chang, Attorney |
| Telephone number | (323) 235-6343 |
| E-mail Address | gleechang@accelerated.org |
| Fax No. | (323) 233-1167 |

### 3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)
- **Full name:** |
- **Mailing address:** |

### 4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)
- **Full name:** |
- **Mailing address:** |
- **Agent:** |

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1 An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.
5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes [ ] No [✓]

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
   [✓] Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
   [ ] Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
   [ ] Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
   [ ] Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
   [ ] Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
   [ ] Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
   [ ] Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:
   California Government Code §§ 3543(a), 3543.1(a), 3543.5(a), 3543.5(b)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.)

See attached statement of charge.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on October 14, 2019 at Pasadena, CA.

Carlos Coye

(Type or Print Name)

Title, if any: Attorney

Mailing address: Rothner, Segall & Greenstone, 510 S. Marengo Ave., Pasadena, CA 91101

Telephone Number: (626) 796-7555 E-Mail Address: ccoye@rsglabor.com

PERB-61 (7/22/2014)
Statement of Charge
Service Employees Int'l Union, Local 99 v. The Accelerated Schools

1. Service Employees International Union, Local 99 ("Local 99" or "Union") was at all relevant times, and is now, a recognized employee organization within the meaning of Government Code section 3540.1(d) and is the exclusive representative of several bargaining units of employees of The Accelerated Schools ("TAS").

2. TAS is a public school employer within the meaning of Government Code section 3540.1(k).

3. Local 99 and TAS have been parties to successive collective bargaining agreements ("CBA") covering various terms and conditions of employment for TAS employees. In or about November of 2016, the parties initiated bargaining for a successor CBA. The Union’s bargaining team consisted of, amongst others, Michael Haberberger (Local 99 Director of Union-Employer Relations), Jorge Roman (Local 99 Senior Internal/External Organizer), and Hilda Rodriguez-Guzman (TAS employee and Local 99 steward). TAS’s bargaining team consisted of Johnathan Williams (TAS Founder and then-Chief Executive Officer), T. Oliver Yee (counsel for TAS), and Asha Marshall (TAS then-Human Resources Manager).

4. However, the negotiations that eventually produced the present 2019-2021 CBA were stymied by unfair labor practices TAS’s representatives committed away from the bargaining table. For instance, prior to the parties signing the present CBA, the Union filed an unfair practice charge against TAS when a supervisor allegedly threatened an employee that TAS’s then-Chief Executive Officer ("CEO") Johnathan Williams would escort the employee from campus if the employee was observed wearing a Local 99 sticker. See SEIU v. The Accelerated Schools, Case No. LA-CE-6426-E. Moreover, during the course of negotiations, the Union filed an unfair practice charge against TAS when Mr. Williams allegedly shouted at Ms. Rodriguez-Guzman and threatened her with discipline in front of other employees because Ms. Rodriguez-Guzman had distributed Union leaflets regarding the terms and conditions of employment at TAS. See SEIU v. The Accelerated Schools, Case No. LA-CE-6431-E.

5. On or about February 28, 2019, after multiple declarations of impasse, the parties finally agreed to a three-year successor CBA.

Hilda Rodriguez-Guzman's Employment with The Accelerated Schools

6. Local 99 represents a bargaining unit at TAS that includes the Health Service Coordinator classification at TAS. Ms. Rodriguez-Guzman began her employment with TAS in September of 2007 as a Health Office Aide. Since 2012, TAS has employed Hilda Rodriguez-Guzman as its Health Service Coordinator. The Health Service Coordinator’s formal responsibilities and duties include, but are not limited to the following:

   a. Administers first aid and medication for the purpose of providing appropriate care for ill, medically fragile and/or injured children in accordance with state laws and school’s policies.
b. Assists with new student enrollment by ensuring that all incoming students have a signed health history form completed by the parent or legal guardian, assures that children's immunizations are up-to-date and entered into the Student Information System (SIS) and then printed onto the California School Immunization Record (CSIR) card.

c. Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

d. Organizes and monitors mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for the purpose of referring medical conditions for children that need treatment.

e. Collaborates with parents, students, health care providers, and/or public agencies for the purpose of promoting and/or securing student health services, providing information and complying with legal requirements.

f. Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

d. Organizes and monitors mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for the purpose of referring medical conditions for children that need treatment.

e. Collaborates with parents, students, health care providers, and/or public agencies for the purpose of promoting and/or securing student health services, providing information and complying with legal requirements.

f. Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

d. Organizes and monitors mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for the purpose of referring medical conditions for children that need treatment.

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f. Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

d. Organizes and monitors mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for the purpose of referring medical conditions for children that need treatment.

e. Collaborates with parents, students, health care providers, and/or public agencies for the purpose of promoting and/or securing student health services, providing information and complying with legal requirements.
8. Since 2008, Hilda Rodriguez-Guzman has also regularly participated in Union and other concerted activities with TAS employees and Local 99, her certified collective bargaining representative with TAS. Such activities have included, but are not limited to, the following:

a. In 2008, Ms. Rodriguez-Guzman helped lead the organizing campaign to unionize TAS’s classified employees and helped negotiate, on behalf of Local 99 and TAS’s classified employees, Local 99 and TAS’s first collective bargaining agreement covering TAS’s classified employees.

b. Since in or about 2009, Ms. Rodriguez-Guzman has served at Local 99’s only Union steward at TAS for the school’s classified staff. Her responsibilities as a steward have included, amongst other things, the following:
   i. keeping TAS’s classified employees abreast of contract negotiations and their rights under the parties CBA as well as under federal and state labor and employment laws;
   ii. assisting Local 99 bargaining unit members in filing unfair labor practice charges, Uniform Complaints and/or internal complaints regarding their working conditions at TAS;
   iii. distributing Local 99’s flyers and newsletters regarding the terms and conditions of employment at TAS and Local 99’s contract negotiations with TAS;
   iv. representing and advocating for bargaining unit members in their meetings with TAS’s management;
   v. filing Local 99’s requests for information, Brown Act complaints and/or California Public Record Act requests to ensure bargaining unit members and Local 99 remain aware of TAS’s decisions that may affect the terms and conditions of employment for TAS’s classified employees; and
   vi. negotiating, as part of Local 99’s bargaining team, with TAS for successive CBAs.

c. Indeed, from November of 2016 to February of 2019, Ms. Rodriguez-Guzman was a member of Local 99’s bargaining team that negotiated Local 99’s most recent CBA with TAS. She attended every bargaining session between Local 99 and TAS, and she is one of the individuals who signed the parties’ most recent CBA on behalf of Local 99.

d. On or about Aug 28, 2018, Ms. Rodriguez-Guzman contacted then-TAS Human Resources Manager Asha Marshall on behalf of TAS employee Norma Acosta, demanding an explanation for TAS’s failure to respond to Ms. Acosta’s complaint against her supervisor for mistreating and harassing Ms. Acosta while she performed her work-related duties.

e. On or about August 30, 2018, Ms. Rodriguez-Guzman complained to TAS Board of Trustees’ member Juli Quinn about Mr. Williams’ continuous, harassing and abusive behavior directed at her and other TAS female employees and requesting TAS Board of Trustees address this matter immediately.

f. On or about October 24, 2018, Ms. Rodriguez-Guzman served as the master of ceremony for a community vigil where the community was invited to discuss TAS’s classified employees struggle to obtain a livable wage while TAS had accumulated $3 million in reserves Ms. Rodriguez-Guzman took the lead in organizing this event and was instrumental in convincing clergy and TAS employees to speak about Local 99 negotiating fair terms with TAS for a successor CBA. Then-TAS CEO Mr. Williams
attended this vigil, took notes regarding speeches at the event, and photographed attendees at the vigil.

g. Concerned with Mr. Williams’ unchecked, continued harassing and intimidating behavior toward TAS employees despite multiple complaints to TAS’s administration, on December 14, 2018, Ms. Rodriguez-Guzman read an open letter on behalf of herself and five other TAS employees at a TAS Board of Trustees’ meeting. The letter highlighted several incidents of Mr. Williams’ behavior, including his surveillance of the October 24, 2018 community vigil and his disruptive behavior during a Local 99 event where the Union distributed bags of food outside the school to TAS employees and the parents of TAS students. A true and correct copy of that letter is attached hereto as Exhibit “B.”

h. On or about November 9, 2018, Ms. Rodriguez-Guzman assisted TAS employee Maria Mercado with filing a complaint against Mr. Williams for publicly yelling at her and humiliating her in front of TAS students simply for using her cell phone to text her supervisor Jose Rojas, as was the practice between them, a restroom report. In fact, Ms. Rodriguez-Guzman emailed Ms. Mercado’s complaint to TAS. A true and correct copy of that complaint is attached hereto as Exhibit “C.”

i. In November of 2018, Ms. Rodriguez-Guzman requested TAS forward her a copy of TAS’s whistleblower policy. After Mr. Williams attempted to prove that TAS had a TAS-specific whistleblowing policy in place by forwarding a picture of California and federal labor law posters, on November 29, 2018, Ms. Rodriguez emailed Ms. Marshall to explain that, according to TAS’s own by-laws, TAS is required to create a TAS-specific whistleblower policy and, she was requesting that specific version. On that same day, Ms. Rodriguez-Guzman emailed Ms. Marshall to express that TAS’s failure to develop its own whistleblower policy created a barrier for TAS employees’ exercise of their rights because they were denied a clear TAS internal whistleblower complaint process. TAS never forwarded Ms. Rodriguez-Guzman a TAS-specific whistleblower policy.

j. On or about November 29, 2018, Ms. Rodriguez-Guzman filed a complaint with California Department of Fair Employment and Housing (“DFEH”) against TAS for the charter school’s failure to provide sexual harassment prevention training and education to supervisory employees, especially within six months of a supervisory employee assuming a supervisory position. A true and correct copy of the DFEH complaint is attached hereto as Exhibit “D.”

k. On or about December 3, 2018, the Union, on behalf of Ms. Rodriguez-Guzman, filed an unfair practice charge against TAS. See SEIU v. The Accelerated Schools, Case No. LA-CE-6431-E. In that charge, Local 99 alleged that Mr. Williams shouted at Ms. Rodriguez-Guzman and threatened her with discipline in front of other employees simply because Ms. Rodriguez-Guzman placed union leaflets on a table in TAS’s staff lounge. Because of his menacing, threatening, and intimidating behavior directed at Ms. Rodriguez-Guzman for the exercise of her union rights and Local 99’s rights, Local 99 asserted that TAS violated the Educational Employment Relations Act (“EERA”) (Cal. Gov’t Code § 3450 et seq.).

l. In the winter of 2018, United Teacher Los Angeles (“UTLA”) organized a press conference for January 9, 2019, pertaining to UTLA-represented TAS teachers’ support for a labor strike as a result of UTLA and TAS’s impasse in negotiating a new CBA. At the press conference, identifying herself as a Local 99 steward at TAS, Ms. Rodriguez-
Guzman explained that TAS’s classified employees shared many of the same concerns regarding pay and student needs as TAS’s teachers and that TAS’s classified employees were also frustrated and anxious about the high turnover of teachers and the lack of job security at TAS. She further described the poor working conditions of TAS’s classified staff, their meager wages, and the accompanying stress that these issues caused TAS classified employees. A true and correct copy of snapshots of Facebook posts regarding the press conference and Ms. Rodriguez-Guzman delivering her speech is attached as Exhibit “E.”


n. On or about March 1, 2019, Ms. Rodriguez-Guzman lodged a complaint with Christine Kae, a LAUSD Charter Schools Division Specialist, regarding an ongoing Union concern that TAS, contrary to its report to LAUSD, neither posted open positions internally nor advertised open positions to staff via email.

**TAS’s Local Control Accountability Plan Survey**

9. Every year, each “school district, county office of education, and charter school” must create “a summary document that shall be known as the local control funding formula [“LCFF”] budget overview for parents.” Cal. Educ. Code § 52064.1(a). The LCFF establishes base, supplemental, and concentration funding streams from California for school districts and charter schools. The LCFF, along with the summary document, serves as part of an accountability system for local education agencies (“LEAs”).

10. Under the California Education Code, each school district and charter school must adopt a local control and accountability plan (“LCAP”). Cal. Educ. Code §§ 52060(a), 52064.1(a). In essence, the LCAP is an annually updated “three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities.” Local Control and Accountability Plan, CAL. DEP’T OF EDUC., https://www.cde.ca.gov/re/lc/. (last visited Oct. 3, 2019). The LCAP also determines a charter school’s budgetary spending and educational priorities, provides school employees and local communities greater transparency on how a school intends to spend money, and is a major component of the LCFF budgetary process. In developing its LCAP, the governing board of a school district or a charter school must “consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils.” Cal. Educ. Code § 52060(g).

(emphasis added). And in order to obtain the required feedback from these stakeholders, school districts and charter schools conduct LCAP surveys.
11. Throughout the 2018-2019 school year, Ms. Rodriguez-Guzman consistently reminded TAS’s administration that Local 99 bargaining unit members at TAS had a right under the California Education Code to participate in TAS’s LCAP surveys. For instance, on August 1, 2018, Ms. Rodriguez-Guzman emailed TAS’s school principals, asking why TAS had failed to consult with Local 99-represented classified employees at TAS about TAS’s LCAP. A true and correct copy of these emails is attached hereto as Exhibit “F.”

12. Later, on April 29, 2019, after TAS’s Local 99-represented classified employees informed her that they had not received a TAS circulated LCAP staff survey, Ms. Rodriguez-Guzman emailed TAS representatives, including Ms. Marshall. In that email, Ms. Rodriguez-Guzman requested TAS to explain why TAS had failed to afford Local 99 bargaining unit members at TAS their right to participate in the LCAP survey, which TAS had circulated prior to March 25, 2019. A true and correct copy of this email is attached hereto as Exhibit “G.”

13. On or about April 30, 2019, when TAS finally circulated its LCAP staff survey to all of its classified employees because of Ms. Rodriguez-Guzman’s prodding, Ms. Rodriguez-Guzman contacted Francis Reading, a principal of a TAS school, regarding additional concerns about TAS’s approach to its required consultation with its classified employees during TAS’s preparation of its LCAP. First, based on information in TAS’s LCAP survey, Ms. Rodriguez-Guzman pointed out that TAS employees were expected to complete the survey by March 25, 2019. Thus, TAS had excluded its classified employees for more than a month from the LCAP consultation process. Second, Ms. Rodriguez-Guzman highlighted that the LCAP survey forwarded to TAS employees only allowed them to provide their experience about working at one of TAS’s schools, even though the classified employees typically work at all three TAS schools. A true and correct copy of this email is attached hereto as Exhibit “H.”

14. On information and belief, TAS intended to exclude its Local 99-represented bargaining unit employees, including Ms. Rodriguez-Guzman, from the LCAP staff survey and only reluctantly provided these employees with the survey after Ms. Rodriguez-Guzman’s advocacy on these employees’ behalf.

Other Events Preceding TAS’s Decision to Lay-off/Terminate Ms. Rodriguez-Guzman

15. On behalf of the Union, Ms. Rodriguez-Guzman attended a meeting on April 12, 2019 between the Union and TAS regarding Local 99’s open unfair practice charges against TAS. There, the parties agreed to settle two unfair practice charges, i.e., SEIU v. The Accelerated Schools, Case No. LA-CE-6426-E and SEIU v. The Accelerated Schools, Case No. LA-CE-6420-E. Specifically, in exchange for Local 99 withdrawing these unfair practice charges, TAS promised (1) to institute a training program where TAS’s Human Resources Department would educate TAS management and supervisors on employee and union labor rights as well as professional decorum and (2) to post, in all staff break areas and on all TAS employee bulletin boards, a California Public Employment Relations Board’s (“PERB”) notice regarding worker rights under the EERA. However, at that time Ms. Rodriguez-Guzman and the Union declined to withdraw SEIU v. The Accelerated Schools Accelerated Schools, Case No. LA-CE-6431-E, the charge related to Mr. Williams threatening and intimidating behavior toward Rodriguez-Guzman for exercising her and the Union’s rights protected under the EERA. A true and correct copy of
the email between the parties regarding the settlement terms is attached hereto as Exhibit “I.” To this date, TAS has failed to abide by the agreement and post the PERB notices or institute the training program.

16. On or about March 26, 2019, Ms. Rodriguez-Guzman attended a labor-management meeting with then-TAS Human Resources Manager Asha Marshall in Ms. Marshall’s TAS office. During that meeting, Ms. Marshall mentioned that she was uncomfortable with the toxic and racist environment at TAS and she was considering applying for employment elsewhere. Ms. Marshall also warned Ms. Rodriguez-Guzman that TAS’s Board of Trustees and administration had been exploring ways to terminate Ms. Rodriguez-Goodman because of her activism, including how TAS could, under the pretext of meeting TAS’s business needs, eliminate her position.

17. On or about April 2, 2019, during a conversation after a labor-management meeting in Ms. Marshall’s TAS office, Ms. Marshall reiterated her warning to Ms. Rodriguez-Guzman that the TAS Board of Trustees and administration intended to terminate Ms. Rodriguez-Guzman. Ms. Marshall offered to arrange a settlement for Ms. Rodriguez-Guzman if Ms. Rodriguez-Guzman was considering resignation from TAS because of the Board of Trustees and the administration’s treatment of her.

18. On or about June 27, 2019, Ms. Rodriguez-Guzman attended a TAS Board of Trustees meeting. During the public comment period of the meeting, Ms. Rodriguez-Guzman expressed frustration with TAS’s selection of the workers compensation carrier, which would undoubtedly affect the terms and conditions of TAS employees.

**TAS Lays-off/Terminates Ms. Rodriguez-Guzman**

19. On or about July 11, 2019, Ms. Marshall’s foreshadowing came true. On that day, after months of advocating on behalf of the Union and her fellow coworkers and diligently observing her duties as Local 99’s steward at TAS, Robert French, TAS’s new Director of Human Resources, forwarded a letter to Rodriguez-Guzman, informing her that TAS had eliminated the Health Service Coordinator position and, thus, she was terminated effective immediately. According to French’s July 11, 2019 letter to Rodriguez-Guzman (hereinafter referred to as “Termination Notice”), TAS had eliminated the Health Service Coordinator position because TAS had created a new classification, a full-time Registered Nurse position, to “see to the health need of [TAS] students.” A true and correct copy of the Termination Notice is attached hereto as Exhibit “J.”

20. In the July 11, 2019 Termination Notice, TAS also offered Rodriguez-Guzman a severance package of $11,467.53 and three months of benefits. That same day, TAS advertised an opening on the EDJOIN, an education job website, seeking applicants for its newly created Registered Nurse position. Amongst other things, TAS listed the following as the essential duties and responsibilities of the Registered Nurse position:
a. Diagnoses and makes sound clinical judgment before the administration of first aid and medication for the purpose of providing oversight and care for the ill, medically fragile and/or injured children in accordance with state laws and district compliance.

b. Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

c. Provides training in the oversight of children’s immunizations to staff.

d. Provides oversight and administers mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for referring medical conditions for children that need treatment.

e. Provides student health services and trains and supports parents’ students and health care providers and public agencies on compliance with legal health requirements and general community health related issues.

f. Evaluates and provides care to students with chronic illnesses and to extremely high-risk students.

g. Provides oversight of student’s confidential files, records and reports as required for compliance with various state, federal and administrative regulations.

h. Monitors and evaluates students for referred illness and/or injury for the purpose attendance to their immediate health care concerns and initiating follow-up care.

i. Provides annual in-service trainings for staff and/or administrators on the following: medication administration, specialized physical health care services. (e.g. EpiPen Training, etc.).

j. Respond to emergency medical situations (e.g. severe falls, seizure, bleeding, etc.) for the purpose of ensuring appropriate immediate medical attention and related follow-up action.

k. Reports health and safety issues and provides clinical advice to assigned administrators and appropriate agencies.

See TAS EDJOIN Posting for Registered Nurse Position (attached hereto as Exhibit "K."). In essence, the duties of the Registered Nurse position and the Health Service Coordinator position are identical. Compare Exhibit A with Exhibit K. Notably, this Registered Nurse classification falls outside Local 99’s bargaining units at TAS.

21. By the above-described conduct, TAS has interfered with, restrained and coerced an employee because of her exercise of rights protected by EERA (CAL. GOV'T CODE § 3450 et seq.), in violation of Government Code sections 3543(a) and 3543.5 (a) and has denied Local 99’s rights guaranteed it by the EERA, in violation of Government Code sections 3543.1 (a) and 3543.5 (b). More specifically, by engaging in the above-described conduct, TAS has retaliated against Ms. Rodriguez-Guzman because she engaged in Union and other concerted activities, Furthermore, TAS eliminated a Local 99 bargaining unit classification so as to deprive the Union of its sole TAS steward and to interfere with Local 99’s rights to communicate and represent its members.

22. As a remedy, Local 99 seeks, inter alia, an order requiring TAS to (1) cease and desist from threatening, terminating, or otherwise discriminating against its employees because they engage in Union and other concerted activities; (2) offer Ms. Rodriguez-Guzman immediate
reinstatement without any loss of seniority to her former position of employment or, if that position no longer exists, to a substantially similar position; (3) make Ms. Rodriguez-Guzman whole for the losses of salary and benefits she suffered as a result of TAS’s unlawful acts; (4) post a physical notice in conspicuous places concerning its violations of the Government Code; (5) post a notice concerning its violation of the Government Code by electronic mail, intranet, internet site, and any other electronic means customarily used by TAS to communicate with its employees; and (6) provide such other relief deemed just and proper.
EXHIBIT A
Health Services Coordinator

**Definition:** The job of Health Services Coordinator was established for the purpose/s of assessing the health needs of students; developing emergency care plans by incorporating input from parent and/or physician; complying with the laws relating to student health, including parental and guardian consent; providing appropriate care for ill, medically fragile and/or injured students; providing health information and serving as a resource to teachers, staff, and administrators; identifying health problems for referral; providing leadership and coordination of the school’s student health services department.

**Responsibilities and Duties:**
- Administers first aid and medication for the purpose of providing appropriate care for ill, medically fragile and/or injured children in accordance with state laws and school’s policies.
- Assists with new student enrollment by ensuring that all incoming students have a signed health history form completed by the parent or legal guardian, assures that children’s immunizations are up-to-date and entered into the Student Information System (SIS) and then printed onto the California School Immunization Record (CSIR) card.
- Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.
- Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten Students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.
- Organizes and monitors mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for the purpose of referring medical conditions for children that need treatment.
- Collaborates with parents, students, health care providers, and/or public agencies for the purpose of promoting and/or securing student health services, providing information and complying with legal requirements.
- Conducts site assessments (e.g. health issues, student health records, emergency preparedness supplies, etc.) for the purpose of identifying issues and/or providing recommendations for improving safety.
- Develops individual student health care plans and emergency care plans for students with special care needs for the purpose of addressing students’ health needs and providing direction to site personnel and/or implementing directions provided by parents and/or physicians.
- Implements health care plans for students with health problems for the purpose of meeting the needs of students with chronic health problems and/or accommodation requirements provided by parents and/or physicians.
- Maintains contact with parents/guardians for the purpose of advising them of changes in student health.
- Maintains students’ confidential files, records and reports as required for compliance with various state, federal and administrative regulations (e.g. health care plans, agency referrals, accident reports, health services report, immunization reports, med counts, etc.) for the purpose of providing information required by legal requirements and professional standards.
- Monitors students referred for illness and/or injury for the purpose of attending to their immediate health care concerns and initiating follow-up care.

August 2012
Health Services Coordinator

- Orders supplies and materials as needed for the purpose of ensuring the efficient and effective functioning of the student health office.
- Participates in a variety of meetings, workshops and seminars and interdisciplinary teams for the purpose of gathering, conveying and/or sharing information on students’ health needs, service delivery, and/or improving skills and knowledge.
- Coordinates annual in-service trainings for staff and/or administrators on the following: medication administration, specialized physical health care services (e.g. EpiPen Training, etc.).
- Provides care to students with chronic illnesses and to extremely high-risk students (e.g. allergies, asthma, seizures, medically fragile, etc.) for the purpose of assisting the child in achieving the highest possible functional level.
- Reports health and safety issues to assigned administrator and appropriate agencies (e.g. suspected child abuse, contagious diseases, etc.) for the purpose of maintaining students’ personal safety, a positive learning environment and complying with regulatory requirements and established guidelines.
- Researches a variety of topics relating to health and medical care (e.g. treatment protocols, childhood diseases, etc.) for the purpose of providing information to staff, students, and parents.
- Responds to emergency medical situations (e.g. severe falls, seizures, bleeding, etc.) for the purpose of ensuring appropriate immediate medical attention and related follow-up action.
- Serves as a liaison regarding medical issues between South Central Family Health Center, administration, main office, teachers, staff, and/or parents (e.g. policies, procedures, issues, etc.) for the purpose of maintaining open communication between interested and concerned parties.
- Serves as the Local Education Agency’s MAA Coordinator in order to ensure that staff complete their time surveys during the time survey period by sending reminders and coordinating MAA training as needed to appropriate staff.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the student health services department.
- Partner with Human Resources Director to provide support in the coordination of wellness program for TAS employees
- Other related duties as assigned.

Required Knowledge, Skills, and Abilities:

- Current CPR and first-aid certificates
- Excellent verbal and written skills
- Ability to multitask and manage competing priorities
- Demonstrated success working independently with minimal direct supervision
- Bilingual Spanish, preferred
- Basic computer and clerical skills
- 3 years experience working in public school setting strongly preferred

August 2012
EXHIBIT B
An Open Letter to Johnathan Williams, CEO of the Accelerated Schools (TAS)

We Demand Respect!

We are parents, school workers, and community members at The Accelerated Schools (TAS). Many of us have children attending TAS schools and some of us are even founding parents. We care deeply about our school and its vision of creating a supportive learning environment. However, Mr. Williams, we are concerned that you have strayed from this mission and, through your increasingly disrespectful and threatening behavior, are undermining the success of our school and creating a hostile environment in our community.

While there are many instances of your bad behavior, we would like to highlight some particularly egregious incidents:

On October 26, school workers invited parents to join a candlelight vigil outside The Accelerated School. Our goal was to highlight the impact of poverty wages on TAS families and the local community. Even before the vigil began, Mr. Williams, you hovered about taking photos and video with your phone, clearly seeking to
intimidate school workers attending the event during their time-off. At one point, you took-on an aggressive posture, yelling in front of workers, parents, and students.

On November 16, while SEIU Local 99 distributed bags of food to parents and community members outside the school, you again showed-up with an angry demeanor. You approached the gathering and said, "I should charge you rent. This isn't public — this is a part of the school." Yes, indeed, a public school in our community, run with public funds. We were gathered for a charitable event for the very same workers and families you claim to support. This completely unwarranted outburst was appalling. We wonder if your anger stemmed from your insistence that TAS should be exempt from paying the city's minimum wage. Surely, you must know that your stance is contributing to the already high rates of poverty in our community.

To make matters worse, in front of parents, students, and workers, your actions mocked our efforts as families lined-up to receive the food packages. In fact, within earshot of families receiving food, you repeatedly and loudly asked a union organizer if he was a college graduate. Mr. Williams, we are a community of working families. Many of us are immigrants who came to this country looking for a better life for our children.
While many of us may not have had the opportunity to attend college, we are proud of our hard work and our sacrifices to ensure that our children have access to higher education. Your words were belittling and demonstrated your ignorance of our community or, perhaps, your complete disdain for South L.A.'s working families.

This behavior is unbecoming of anyone. However, it is particularly wrong from an educator who should be modeling positive behavior to our students and working collaboratively with parents and workers to create a supportive learning environment.

Mr. Williams, we demand that you immediately cease your offensive behavior and return to the original mission of our school. We demand that you work with school workers to ensure quality school services for our students and better lives for dedicated education workers. We demand that you truly collaborate with parents and community members to create a school environment where every family feels supported so that our children can succeed. We demand respect.

Sincerely,

Dedicated Education Workers of TAS & SEIU Local 99’s Bargaining Committee
(Hilda Rodriguez-Guzman, Maria Macedo, Tere
Ramos, Norma Acosta, Johnathan Chavez, Eva Barbara)
EXHIBIT C
Dear Ms. Asha Marshall,
Attached you will find a written formal complaint against Mr. Johnathan Williams on behalf of Ms. Maria Macedo.

Thank you in advance for your attention to this matter and we look forward to a resolution.

Kindly,
Hilda Rodriguez-Guzman

"You may encounter many defeats, but you must not be defeated. In fact, it may be necessary to encounter the defeats, so you can know who you are, what you can rise from, how you can still come out of it."
~ Maya Angelou ~
Estimada Sra. Asha Marshall:

Estoy escribiendo esta carta para informarle sobre el comportamiento del Sr. Johnathan Williams, Fundador/CEO de The Accelerated Schools. Me refiero al interrogatorio, el hostigamiento, la intimidación y el espionaje que he estado experimentando por parte del Sr. Williams, especialmente el 7 de noviembre de 2018. Creo firmemente que el Sr. Williams ha intensificado este comportamiento hostil hacia mí debido a mi participación continua en actividades sindicales protegidas y por proporcionar testimonios a mi delegada sindical Hilda Rodriguez-Guzmán en relación con un cargo por prácticas laborales injustas el 20 de julio de 2018. El Sr. Williams me lo ha prestado por un tiempo y más ahora que he estado muy activa y vocal sobre nuestras condiciones de trabajo.

Aproximadamente a las 7:25 am del miércoles 7 de noviembre de 2018, caminaba con mi teléfono celular en la mano buscando el número de teléfono de mi supervisor, José Rojas, porque quería enviarle un mensaje de texto sobre el estado de los baños. Mientras caminaba, varios estudiantes me detuvieron para saludar. Me detuve y los saludé, y luego seguí buscando el número de teléfono de mi supervisor cuando escuché una fuerte voz enojada que gritaba y levantó la cabeza para mirar. Era el Sr. Johnathan Williams, que me gritaba furioso desde el área de Kindergarten hasta donde estaba contra las fuentes de agua. Me gritaba públicamente frente a todos los estudiantes para humillarme a propósito y gritándome que el mejor momento para usar mi teléfono celular es durante mi descanso. Me asusté porque vi que estaba muy enojado e inmediatamente guardé mi teléfono celular para evitar una escalación de la situación con él. Williams, ya que no se molestó en acercarse a mí de manera positiva, pregunte por qué estaba en mi teléfono celular, o proporcionar asistencia.

Regresé al trabajo, pero me sentí asustada e incómoda por mi encuentro con el Sr. Williams y el hecho de que no pude proporcionarle a mi supervisor el informe de estado de los baños que ful al tercer piso para esconderme del Sr. Williams para comunicarme con mi supervisor, José Rojas, para proporcionarle el informe de los baños. Me encontré con mi compañero de trabajo, José Pérez, que estaba trabajando en el tercer piso y compartí con él lo que acababa de ocurrir con el Sr. Williams. Me apresuré y le envié a mi supervisor, José Rojas, dos mensajes de texto, uno a las 7:48 am informándole que los baños no se estaban limpiando durante el turno de la noche y otro a las 7:49 am informándole que le haga saber al Sr. Williams que usamos nuestros teléfonos celulares para contactarlo porque el Sr. Williams nos está espiando.

Es una práctica que estamos acostumbrados los trabajadores de limpieza de comunicarnos con nuestros supervisores Tom y Jose Rojas a través de nuestros teléfonos celulares personales todos los días y según sea necesario porque no tienen radios. Esta no es una práctica nueva...
para nuestro departamento y para que el Sr. Williams haya reaccionado públicamente de esa manera, especialmente cuando es el Fundador/CEO de The Accelerated Schools y alguien a quien se debe aplicar un estándar más alto y ser un ejemplo para todos nosotros, especialmente para los estudiantes, es una preocupación. Su comportamiento no es ejemplar. ¿Cómo podemos esperar que los estudiantes nos respeten mientras trabajamos cuando el Sr. Williams no nos respeta? Exijo ser respetada y si el Sr. Williams no quiere que usemos nuestros teléfonos celulares personales para comunicarnos con nuestros supervisores, hágalos saber qué método prefiere para que podamos continuar haciendo nuestro trabajo de manera efectiva con el respeto y la dignidad que nos merecemos. Nunca hemos sido compensados por el uso de nuestros teléfonos celulares personales para fines de trabajo, a diferencia del Sr. Williams, los contribuyentes pagan por su teléfono celular para fines de trabajo. No debemos trabajar bajo temor, retribución u hostilidad simplemente porque el Sr. Williams no puede liderar y comunicarse efectivamente con respeto.

He traído esto a la atención de Hilda Rodríguez-Guzman, Representante de la Unión, Jorge Roman, Organizador de la Unión y supervisores inmediatos, Tom y Jose Rojas, pero dado que el Sr. Johnathan Williams es el Fundador / CEO de The Accelerated Schools, me gustaría presentar esta queja formal contra él a su atención para su resolución. Por lo tanto, es mi solicitud que intente resolver este asunto, ya que este tipo de hostilidad no puede ni debe aprobarse en ningún nivel y de nadie, especialmente en el nivel ejecutivo. Soy una madre y un empleada de 15 años que adora trabajar aquí, y espero que The Accelerated Schools sea fiel a su misión, visión y bienestar de los empleados. Como tal, confío en que usted manejará este asunto amigablemente.

Estoy deseando una respuesta positiva.

Sinceramente,

[Signature]

María Macedo

CC: Dr. Juli Quinn
Hilda Rodriguez-Guzman
Jorge Roman
Maria Macedo  
420 N. Evergreen Ave, Apt 121  
Los Angeles, CA 90033  

November 9, 2018  

Ms. Asha Marshall  
The Accelerated Schools  
4000 S. Main Street  
Los Angeles, CA 90037  

RE: Complaint Against Mr. Johnathan Williams, Founder/CEO  

Dear Ms. Asha Marshall:  

I am writing this letter to inform you of the behavior of Mr. Johnathan Williams, Founder/CEO of The Accelerated Schools. I am referring to the questioning, harassment, intimidation and spying that I have been experiencing from Mr. Williams especially as of recent on November 7, 2018. I strongly believe that Mr. Williams has escalated this hostile behavior towards me due to my ongoing participation in protected union activities and for providing witness testimony to my union steward Hilda Rodriguez-Guzman regarding an unfair labor practice charge on July 20, 2018. Mr. Williams has had it out for me for sometime and more so now that I have been very active and vocal about our working conditions.  

At approximately 7:25am on Wednesday, November 7, 2018, I was walking with my cell phone in my hand looking for my supervisor’s cell phone number Jose Rojas because I wanted to send him a text message to inform him of the status of the restrooms. As I was walking several students stopped me to say say hi. I stopped and greeted them and then continued to look for my supervisor’s cell phone number when I heard a loud angry voice yelling and I turned to look up and it was Mr. Johnathan Williams angrily yelling at me from the Kindergarten area to where I was standing by the water fountains. He was yelling at me publicly in front of all of the students from across the campus in order to purposely humiliate me by yelling at me that the best time for me to be using my cell phone is during my break. I got scared because I saw that he was very angry and I immediately put my cell phone away to avoid any further escalation of the situation with Mr. Williams as he did not bother to approach me in a positive manner, inquire why I was on my cell phone, or provide assistance.  

I returned to work but felt afraid and uncomfortable by my encounter with Mr. Williams and the fact that I wasn't able to provide my supervisor with the status report of the restrooms that I went to the third floor to hide from Mr. Williams so that I may contact my supervisor Jose Rojas in order to provide him with the restroom report. I ran into my co-worker Jose Perez who was working on the third floor and I shared with him what had just taken place with Mr. Williams. I hurried up and sent my supervisor Jose Rojas two text messages one at 7:48am informing him that the restrooms are not being cleaned during the night shift and another one at 7:49am informing him to let Mr. Williams know that we use our cell phones to contact him because Mr. Williams is spying on us.  

It’s a customary practice for us custodians to communicate with our supervisors Tom and Jose Rojas using our personal cell phones daily and as needed because they don’t carry radios. This
isn't a new practice to our department and for Mr. Williams to have reacted in such a manner publicly towards me especially when he is the Founder/CEO of The Accelerated Schools and someone whom should be held to a higher standard and be an example for us all especially for the students is a concern. His behavior isn't exemplary. How can we expect the students to respect us while we are working when Mr. Williams doesn't respect us? I demand to be respected and if Mr. Williams doesn't want us to use our personal cell phones to communicate with our supervisors please let us all know what method he prefers so that we can continue to do our jobs effectively with the respect and dignity that we deserve. We have never been compensated for using our personal cell phones for work purposes unlike Mr. Williams the taxpayers pay for his cell phone for work purposes. We should not be working under fear, retribution or hostility simply because Mr. Williams is unable to lead and communicate effectively with respect.

I have brought this issue to the attention of Hilda Rodriguez-Guzman, Union Representative, Jorge Roman, Union Organizer and immediate supervisors Tom and Jose Rojas as well but given that Mr. Johnathan Williams is the Founder/CEO of The Accelerated Schools I would like to submit this formal complaint against him to your attention for resolution. It is, therefore, my request that you try and resolve this matter as this type of hostility cannot and should not be condoned at any level and from anyone especially at the executive level. I am a parent and a 15 year employee that loves working here, and I hope that The Accelerated Schools holds true to its mission, vision and employee wellbeing. As such, I trust that you will handle this matter amicably.

I am looking forward to a positive response.

Sincerely,

Maria Macedo

CC: Dr. Juli Quinn
    Hilda Rodriguez-Guzman
    Jorge Roman
EXHIBIT D
Dear DFEH:
Attached you will find my completed Sexual Harassment Prevention Training complaint against my employer The Accelerated Schools. Thank you.

Kindly,

Hilda Rodriguez-Guzman

"You may encounter many defeats, but you must not be defeated. In fact, it may be necessary to encounter the defeats, so you can know who you are, what you can rise from, how you can still come out of it."

~ Maya Angelou ~
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

Sexual Harassment Prevention Training Complaint Form

This form is for filing a complaint that an employer has not complied with the sexual harassment prevention training and education requirements of Cal. Government Code section 12950.1. The DFEH may seek an order requiring the employer to comply with these requirements.

If you would like to make a complaint of sexual harassment or any other form of discrimination, harassment, or retaliation, use the Department's online system, call the Communication Center at 800-884-1684 (voice) or 800-700-2320 (TTY), or email contact.center@dfeh.ca.gov to schedule an appointment.

YOUR INFORMATION

YOUR NAME: Hilda Rodriguez-Guzman
TELEPHONE NUMBER: 323-828-2298
ADDRESS: 1117 Leighton Ave
EMAIL ADDRESS: htguzman@aol.com
CITY/STATE/ZIP: Los Angeles, CA 90037

LANGUAGE ASSISTANCE AND REPRESENTATION:

Do you need an interpreter during the complaint process?  
☐ Yes  ☐ No
If yes, indicate language ___________________
Are you being assisted by a lawyer or other advocate?  
☐ Yes  ☐ No
If yes, please provide the attorney's contact information:

ADVOCATE'S NAME: ___________________________ TELEPHONE NUMBER: ________________
ORGANIZATION OR FIRM: ___________________________ ADDRESS: ___________________________
EMAIL ADDRESS: _________________________________
CITY/STATE/ZIP: _________________________________

EMPLOYER'S INFORMATION

NAME OF EMPLOYER: The Accelerated Schools
TELEPHONE NUMBER: 323-235-6343
ADDRESS OF EMPLOYER: 4000 S Main Street
CITY/STATE/ZIP: Los Angeles, CA 90037

ADDRESS WHERE YOU WORK (IF DIFFERENT): ___________________________
CITY/STATE/ZIP: _________________________________

IF-SHTC (DFEH 903-4) Revised 04/2018
TYPE OF BUSINESS: Public charter schools funded by LAUSD

TYPE OF WORK PERFORMED: Student Health Services Coordinator

NUMBER OF EMPLOYEES: Over 100

COMPLAINT
Please provide us information about your complaint about sexual harassment prevention training and education.

[Check boxes]

☑ Employer does not provide at least two hours of sexual harassment prevention training and education to supervisory employees in California within six months of their assumption of a supervisory position.

☑ Employer does not provide sexual harassment prevention training and education to each supervisory employee in California once every two years.

Last date training was provided ____________________________________________

☑ Training does not include information about prevention of abusive conduct (defined at Government Code section 12950.1(g)(2)).

☑ Employer does not have a written harassment, discrimination, and retaliation prevention policy.

☑ Employer’s harassment, discrimination, and retaliation prevention policy is not translated into a language spoken by at least 10 percent of the workforce.

☑ Training is not inclusive of harassment based on gender identity, gender expression, and sexual orientation, does not include practical examples of such harassment, or is not presented by a trainer or educator with knowledge and expertise in those areas.

☐ Other

__________________________________________
Have you filed a complaint of harassment, discrimination, or retaliation against the employer?

☐ No

☒ Yes

If yes, date filed: 4/30/2018

Case Number: 021802-01366627
DEMOGRAPHIC INFORMATION

This information is optional and is only used for statistical purposes.

Primary Language: English  Age: 47

GENDER / GENDER IDENTITY:

- [ ] Male  [x] Female  [ ] Non-Binary  [ ] Other

MARITAL STATUS:

- [ ] Single  [x] Married  [ ] Cohabitation  [ ] Divorced

RACE:

- [ ] American Indian, Native American or Alaskan Native  [ ] Native Hawaiian or Other Pacific Islander
- [ ] Asian  [ ] White  [ ] Other
- [ ] Black or African American  [ ] Other

ETHNICITY:

- [x] Hispanic or Latino  [ ] Non-Hispanic or Latino

NATIONAL ORIGIN:

- [ ] Afghani  [ ] German  [ ] Japanese  [ ] Other Middle Eastern
- [ ] American [U.S.A]  [ ] Ghanaian  [ ] Korean  [ ] Pakistani
- [ ] Asian Indian  [ ] Guamanian  [ ] Laotian  [ ] Puerto Rican
- [ ] Bangladeshi  [ ] Haitian  [ ] Lebanese  [ ] Salvadoran
- [ ] Cambodian  [ ] Hawaiian  [ ] Malaysian  [ ] Samoan
- [ ] Canadian  [ ] Hmong  [ ] Mexican  [ ] Sri Lankan
- [ ] Chinese  [ ] Indonesian  [ ] Nigerian  [ ] Syrian
- [ ] Cuban  [ ] Iranian  [ ] Other  [ ] Taiwanese
- [ ] Dominican  [ ] Iraqi  [ ] Other African  [ ] Thai
- [ ] Egyptian  [ ] Irish  [ ] Other Asian  [ ] Tongan
- [ ] English  [ ] Israeli  [ ] Other Caribbean  [ ] Vietnamese
- [ ] Ethiopian  [ ] Italian  [ ] Other European  [ ]
- [ ] Fijian  [ ] Jamaican  [ ] Other Hispanic/Latino  [ ]
- [ ] Filipino

IF-SHTC (DFEH 903-4) Revised 04/2018
DEMOGRAPHIC INFORMATION
THIS INFORMATION IS OPTIONAL AND IS ONLY USED FOR STATISTICAL PURPOSES.

DISABILITY:

☐ AIDS or HIV
☐ Blood / Circulation
☐ Brain / Nerves / Muscles
☐ Digestive / Urinary / Reproduction
☐ Hearing
☐ Heart

☐ Limbs [Arms / Legs]
☐ Mental
☐ Sight
☐ Speech / Respiration
☐ Spinal / Back / Respiration
☐ Other Disability

RELIGION:

☐ Agnostic
☐ Atheist
☐ Bahai
☐ Buddhism
☐ Catholicism
☐ Christianity
☐ Confucianism
☐ Hinduism
☐ Islam
☐ Jehovah's Witness
☐ Judaism
☐ Neo-Paganism

☐ Nonreligious
☐ Protestantism
☐ Primal-indigenous
☐ Quakers
☐ Rastafarianism
☐ Spiritism
☐ Shinto
☐ Sikhism
☐ Taoism
☐ Unitarian-Universalism
☐ Zoroastrianism
☐ Other

SEXUAL ORIENTATION:

☑ Straight or Heterosexual
☐ Gay or Lesbian
☐ Bisexual
☐ Other
The California Department of Fair Employment & Housing (DFEH) has adopted this Privacy Policy, effective January 1, 2017. DFEH values the security and privacy of your personal information and is committed to protecting your privacy rights. The DFEH seeks only to collect relevant personal information that enables us to assist you in investigating and resolving complaints of discrimination as prescribed by California Government Code sections 11135 et seq., 12900 et seq., and California Civil Code sections 51, 51.7, 52.5, and 54 et seq.

All personal information we collect is governed by the State of California Information Practices Act of 1977 (Civ. Code, §§ 1798-1798.78), Government Code sections 11015.5 and 11019.9, and the California Public Records Act (Gov. Code § 6250 et seq.).

Outlined below is our online Privacy Policy and Notice:

- Legal Authority for Collection and Use of Information
- Disclosure and Sharing
- What happens to information you submit to us?
- Cookies
- Links
- Public Disclosure
- Minors
- Security
- Access and Corrections to your Personal Information
- How to contact us if you have any questions regarding this policy
- Changes to our Privacy Policy
- Effective date

Legal Authority for Collection and Use of Information

We collect information that may be directly associated with a specific person. We call this "Personal Information," and it includes, names, addresses, telephone numbers and email addresses. We collect this Personal Information through lawful means from individuals who seek to file a complaint with the DFEH, and we use this information to establish jurisdiction and to conduct an investigation of any allegations of Civil Rights violations. If you seek to file a complaint, you are required to provide us with sufficient information in accordance with California Government Code sections 11135 et seq., 12900 et seq., and California Civil Code sections 51, 51.7, 52.5, and 54 et seq.

Disclosure and Sharing

We do not sell your personal information. Government Code section 11015.5, subdivision (6), prohibits DFEH and all state agencies from distributing or selling any electronically collected personal information about users to any third party without the permission of the user. Any distribution of electronically collected personal information will be solely for the purposes for which it was provided to us, as described below.
We also may share your personal information under the following circumstances:

1. You give us permission.

2. We receive a request from a party with legal authority to obtain the information, such as a subpoena.

3. As authorized by law, it is transferred to / shared with the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the U.S. Department of Housing and Urban Development, the U.S. Department of Health and Human Services, the U.S. Department of Education, the U.S. Department of Justice, or any branch of the California State Government, or any other local or Federal agency with similar jurisdiction.

4. Non personal information, including the allegations in the complaint document itself, may be disclosed to the public under the California Public Records Act.

What happens to information you submit to us?

The Personal Information we obtain from you will be used for the purposes for which it was provided: to further the DFEH’s efforts to investigate and attempt to resolve the allegations of unlawful discrimination, harassment and/or retaliation that you filed. Electronically collected Personal Information we gather about visits to our website is used to help us improve the user experience and for basic web metrics of our website.

Links

Our website may contain links to other websites on the Internet that are owned and operated by third parties. DFEH does not control the privacy policies or practices of these websites. You are advised to review the privacy policies of the third party offering the website before providing any personal information to these websites. DFEH is not responsible for the content or practices of any linked third party website and such third party websites are provided solely for the convenience and information to our visitors.

Cookies

We do not collect information such as names, addresses, and emails from individuals browsing DFEH’s website. However, when you visit our website, a “cookie” may be saved on your computer. A cookie is a tiny piece of data stored by your browser that helps us recognize your unique computer and your preferences when using our website. The information DFEH automatically collects may include the type of browser used, date and time you visited the site, and web pages you visited. This information is collected to improve the user experience and for basic web metrics. The information is deleted after 30 days. This type of electronic information collection is permitted by law and is exempt from requests made under the Public Records Act.

You can refuse the cookie or delete the cookie file from your computer after you visit our website. You can find instructions for managing cookie controls on websites for particular browsers. For example:

- Microsoft Internet Explorer browsers
- Macintosh Safari browsers
- Mozilla Firefox browsers

IF-SHTC (DFEH 903-4) Revised 04/2018
Public Disclosure

In the State of California, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by state government. At the same time, there are exceptions to the public's right to access public records.

These exceptions serve various needs including maintaining the privacy of individuals. Both state and federal laws provide exceptions. All information collected at this site becomes a public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Notice and the Public Records Act, the Information Practices Act and/or other law governing the disclosure of records, the Public Records Act, the Information Practices Act and/or other applicable law will control.

Minors

We recognize the importance of protecting privacy where minors (a person under 18 years of age) are involved. We are committed to protecting the privacy of minors and do not knowingly collect personal information from minors or create profiles of minors through our website. Users are cautioned, however, that the collection of personal information submitted online or in an e-mail will be treated as though it was submitted by an adult. DFEH strongly encourages parents, guardians and adults to be involved in the internet activities of their children or other minors they are responsible for and to provide guidance whenever minors are asked to provide personal information online. If you believe a minor has provided us with personal information, we ask that a parent or guardian contact us at 1-800-884-1684.

Security

DFEH has put security measures in place to safeguard and protect your information from unauthorized access, disclosure, and loss. Our policy limits access to personal information to employees who have an established business need for the Personal Information including those directly involved in the filing, investigation, resolution and/or litigation of your complaint. Information that is physically located within the DFEH is protected by various security measures, which may include the use of encryption software to protect the security of an individuals' personal information during transmission and storage. Personal Information is destroyed according to the DFEH's records retention policy, and we only retain these records for as long as necessary to fulfill our business need. We train our employees on procedures and management of personal information we collect as well as on taking precautions and complying with limitations on the release of personal information.

Access and Corrections to your Personal Information

You have the right to review any Personal Information we collect about you. If you request all or a portion of the Personal Information collected about you by the DFEH, we will provide you with the Personal Information requested and explain how we use the information. You may request changes to your Personal Information you believe is incorrect by submitting a written request that credibly shows the error. If you believe that your Personal Information is being used for a purpose other than what you intended when you submitted it, you may contact us so we can rectify the misuse. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections.
How to contact us if you have any questions regarding this policy

If you have any questions or concerns about the information presented in this Privacy Notice, you may contact:

DFEH Privacy Officer
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
1-800-884-1684

Changes to our Privacy Policy

We may update and revise our Privacy Policy. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice.

Effective date

January 1, 2017
EXHIBIT E
The Accelerated Schools UTLA teachers will go on strike on Tuesday, January 15th if NO deal is reached with TAS Board & management!
Please share widely!

¡Los maestros de UTLA de las Escuelas Aceleradas irán a la huelga el martes 15 de enero si NO se llega a un acuerdo con la Meza Directiva y la administración de TAS!
Por favor, comparte ampliamente!
Click on the article for the full press release. Our teachers at The Accelerated Schools will hold a press conference today to announce a strike date if no agreement is reached with school management. If they strike, it will be the 2nd charter teacher strike in history!

TAS parents, students, staff and all stakeholders please join us today @ 3:45pm if front of ACES to support our TAS UTLA teachers during their press conference! #StrikeReady #UnionStrong #TASInvestInOurSchools #ShameOnYouTAS

Please share widely and invite all to attend!
-----Original Message-----
From: Hilda Rodriguez-Guzman <hfguzman@aol.com>
To: llugo <llugo@accelerated.org>; freading <freading@accelerated.org>; sraudry <sraudry@accelerated.org>; rhandzel <rhandzel@accelerated.org>
Cc: gleechang <gleechang@accelerated.org>
Sent: Wed, Aug 1, 2018 11:26 pm
Subject: Re: LCAP Parent and Community Engagement (Local Bargaining Units)

Good evening all,
Thank you for responding to my email. I am not sure if you all are aware but today Public Advocates released the attached report in which ACES was named/included as part of their investigation.

Historically classified staff have been marginalized at The Accelerated Schools and through the years I've fought for a seat at the table so our voices can be heard. I won a battle that should've never taken place from the beginning just so we could have a voice on SSC. As a founding parent, employee and member of the community I've dedicated 24 years of my life to TAS that at times I wonder what was I thinking. I know what my intentions are and I know what drives me each and everyday. I see my Son in every child I encounter and the same promise I made to him to protect and serve all the students is what I shall do. I know at times some of you get frustrated with me and it's okay as I have a million thoughts running through my mind trying to make sure we're being transparent and accountable to all stakeholders as promised. I have to constantly reassure myself not compromise my integrity/beliefs/morals in the process of "moving forward" because I need to be at peace.

Part of my own personal and professional growth/journey I've made it a point to change things I cannot accept. The attached report indicates recommend legislation that would hold charter schools to similar standards of transparency and engagement as public schools. With that said and given that we are a unionized charter school I will personally reach out to our elected officials and share my own personal experiences at TAS in order to make positive changes and I am most definitely looking forward to working with all of you on this very same issue of engagement for all of our stakeholder groups as I promised during the board meeting.

Thank you all for your time and have a good night! :)

Kindly,
Hilda Rodriguez-Guzman

"I'm no longer accepting the things I cannot change...I'm changing the things I cannot accept."
~ Angela Davis ~

-----Original Message-----
From: Lenita Lugo <llugo@accelerated.org>
To: Francis Reading <freading@accelerated.org>; Hilda Rodriguez-Guzman <htguzman@aol.com>; Susan Raudry <sraudry@accelerated.org>; Rebecca Handzel <rhandzel@accelerated.org>
Cc: Grace Lee-Chang <gleechang@accelerated.org>
Sent: Wed, Aug 1, 2018 9:10 am
Subject: RE: LCAP Parent and Community Engagement (Local Bargaining Units)

Good morning Hilda

Thank you for the email. Charter schools are expected to complete the LCAP and consult with teachers, principals, administrators, other school personnel, parents, and students in developing their LCAPs. Charter schools are not required to consult with local bargaining units as many charter schools are not unionized. Although charter schools are not subject to the public hearing requirements and local bargaining unit consultation requirements that districts and county offices of education must comply with, they are subject to the hearings and reviews that must occur to approve and reauthorize a charter school petition.

As we continue to work in together and be transparent, we can definitely meet to discuss how we may want to specifically include the classified staff in the development of the LCAP. However, in the past, we have provided staff surveys to our classified members as a means to include them and allow them a voice as we create our LCAP goals, actions and services in support of our students. Maybe you can support the principals in creating these surveys, distributing them to the members and ensuring that classified members complete and return the surveys.

I am more than happy to have an in-person conversation with you about this to ensure that we are on the same page moving forward.

Thank you
Lenita

From: Francis Reading
Sent: Wednesday, August 1, 2018 5:39 AM
To: Hilda Rodriguez-Guzman <htguzman@aol.com>; Susan Raudry <sraudry@accelerated.org>; Rebecca Handzel <rhandzel@accelerated.org>
Cc: Lenita Lugo <llugo@accelerated.org>; Grace Lee-Chang <gleechang@accelerated.org>
Subject: Re: LCAP Parent and Community Engagement (Local Bargaining Units)

Hilda,
I will make it a point to meet with Rebecca today so we can stop by and speak to you about the next steps in the process.
I look forward to collaboratively working together to ensure that all stakeholders are consulted.
Sincerely,
Francis

From: Hilda Rodriguez-Guzman <htguzman@aol.com>
Dear Principals:

As the Shop Steward for The Accelerated Schools Classified Staff I would like better understand how you have engage/consulted with local bargaining units like SEIU LOCAL 99 in the development of your schools LCAPs. There was some very minor discussion at a recent TAS SSC meeting regarding this very same matter which lead me to do further research. I would like to have a robust conversation with all principals including executive team regarding this matter as we have not been consulted in the development of any of the schools LCAPs to my knowledge.

Below I have included the education codes pertaining to this matter that I found regarding this consultation requirement and if I am mistaken please feel free to correct me.

As always thank you and I look forward working collaboratively with each and everyone of you.

---

**Parent and Community Engagement**

*With whom are districts and county offices required to consult in developing the LCAP and annual update? (Posted January 8, 2018)*

Statute identifies the minimum consultation requirements for development of the LCAP and annual update. School districts and COEs are required to consult with the parent advisory committee, the English learner parent advisory committee, as applicable, as well as parents, students, teachers, principals, administrators, other school personnel, local bargaining units, and the local community in accordance with *EC* sections 52060(g) and 52066(g).

52060(g) The governing board of a school district shall consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing a local control and accountability plan.

52066(g) The county superintendent of schools shall consult with teachers, principals, administrators, other school personnel, local bargaining units of the county office of education, parents, and pupils in developing a local control and accountability plan.

Kindly,

*Hilda Rodriguez-Guzman*
EXHIBIT G
Good morning Mia,

Last week after the board meeting I contacted all of our bargaining team & several of my unit members to inquire if they had been given the opportunity to take the LCAP staff survey and all of the employees in my bargaining team and unit that I spoke to said that none of them were given the LCAP staff survey to take. So when the word staff is used in this case it only seems to apply to teachers based on what Lenita stated during last weeks board meeting which I can provide you with the audio recording of this item of discussion. Rebecca confirmed and apologized that she had only given the LCAP Staff Survey to a few BI's that work under her direct supervision and she hadn’t given it to all classified staff.

When you say in your email below that you want us to hear the voices of all three of the stakeholder groups parents, teachers and staff trust and believe I do too. Its important to hear the voices of all stakeholders that’s why I asked Grace to schedule this meeting but only after our voice was included in this LCAP Staff survey process. I also believe that we need to hear the voices of our bargaining unit members as well, don’t you think or are we not considered stakeholders? Why are our voices continuously being excluded from the LCAP process?

Based on your email below you want to review the LCAP survey results with us SEIU Bargaining Team for the following stakeholder groups:
Parents
Students
Teachers

I spoke to John which I included in this email communication last week and he informed me that he told you that he wasn’t given any LCAP staff survey to take.

In addition, I spoke to Eva, Teresa, Maria and Norma and none of them were given any LCAP Staff survey to take.

I have the following questions:
How many of my SEIU unit members were actually provided with the LCAP Staff survey to take?
What method of communication was used to notify classified staff of the LCAP Staff survey?
When was the LCAP Staff Survey window?

Are ALL of my unit members going to be given the opportunity to take the LCAP Staff Survey?

Thank you and I look forward to your responses to my questions so we can move forward.
Kindly,
Hilda Rodriguez-Guzman

"I'm no longer accepting the things I cannot change...I'm changing the things I cannot accept." ~ Angela Davis ~

On Apr 29, 2019, at 9:02 AM, Mia Watson <mwatson@accelerated.org> wrote:

Good morning Hilda,

The purpose of this meeting is to review the results from all three stakeholders: Students, Parents and Staff to solicit input on next steps. Grace and Lenita would like our SEIU members to hear the voices of all of our stakeholders, not just staff.

Peacefully,
Mia Watson

From: Hilda Rodriguez-Guzman <htguzman@aol.com>
Sent: Friday, April 26, 2019 4:42 AM
To: Mia Watson <mwatson@accelerated.org>
Cc: Grace Lee-Chang <gleechang@accelerated.org>; Lenita Lugo <llugo@accelerated.org>; Eva Barba <ebarba@accelerated.org>; Jonathan Chavez <jchavez@accelerated.org>; jeesharp@gmail.com; christine.kae@lausd.net; jroman@seiu99.org
Subject: LCAP Survey Results SEIU Members Meeting
Hello Mia,
I was forwarded this email communication that you sent given that I’m currently on leave from work.

Please note that my following unit members/bargaining team Teresa, Maria and Norma do not have access to their TAS email addresses.

In addition, I have included our local union representative Jorge Roman in this email communication so that he too may follow-up in my absence as needed.

What LCAP Stakeholder Survey Results: SEIU Members are we to actually review if ALL of my unit members including me were never properly informed of the LCAP Survey? This is interesting to say the least! When was the LCAP Survey provided to ALL of my unit members at ALL three schools?

Thank you in advance and I am looking forward to a response to my questions so we may sort this out.

<image001.jpg>

Kindly,
Hilda Rodriguez-Guzman

"I'm no longer accepting the things I cannot change...I'm changing the things I cannot accept." ~ Angela Davis ~

NOTE: This message contains information which may be confidential and/or
Hello Francis,
The LCAP Staff Survey is open now thanks to one of my unit members for letting me know. For those of us that work for more than one of the schools like me your survey doesn’t allow us to select more than one school. What do we do in this case?
In addition, I noticed that you set a date for March 25th for staff to take the LCAP staff survey why were my unit members and I excluded in the initial dissemination of this survey when there is clearly a question that asks what role do we play at the school site.
So it should be easy to disaggregate the data by stakeholder groups.

If I run into any further issues I will definitely email but before I move forward can you please answer the above question regarding my selection of worksite. Thank you.
Local Control And Accountability Plan (LCAP) 
Stakeholder Survey 2018-2019

Control Local y el Plan de Responsabilidad (LCAP) 
Encuesta de las Partes Interesadas 2018-2019
1. Stakeholder Survey 2018-2019

Accelerated Schools is seeking your input to increase or improve our support and services to schools. We are gathering feedback from students, staff and parents to engage stakeholders as part of our strategic planning and Local Control Accountability Plan (LCAP) process.
Please fill in the survey no later than 3/22 (parents), 3/25 (staff), and 3/29 (students). For additional information please contact the schools main office of your child’s school at TAS & WAHS (323) 235-6343 and at ACES (323) 846-6694 for. Thank you!

Las escuelas aceleradas están buscando su opinión para aumentar o mejorar nuestro apoyo y servicios a
las escuelas. Estamos recopilando comentarios de los estudiantes, el personal y los padres para involucrar a las partes interesadas como parte de nuestro proceso de planificación estratégica y Plan de Responsabilidad de Control Local (LCAP).

Por favor complete la encuesta a más tardar el 3/22 (padres), 3/25 (personal) y 3/29 (estudiantes). Para obtener información adicional, comuníquese con la oficina principal de la escuela de su hijo en TAS & WAHS (323) 235-6343 y en ACES (323) 846-6694 para
Estimated time to complete survey: 15-25 minutes.
Tiempo estimado para completar la encuesta: 15-25 minutos.

Please DO NOT use the browser back button.
Use PREV or NEXT buttons located at the bottom of the page.
Por favor, NO use el botón de retroceso del navegador.
Use los botones ANTERIOR o SIGUIENTE ubicados en la parte inferior de la página.

2. What is your role at this school: Cuál es su papel en esta escuela:

- [ ] Teacher
  Maestro

- [ ] Parent
  Padre
- Parent

- Administrator/Management/Counselor
  Administrador/Gerente/consejero/a

- Student
  Estudiante

- Classified Staff – Safety, Cafeteria, Custodial, etc.
  Personal Clasificado-Seguridad, Cafetería, Mantenimiento, etc.
1. Select Your School:  
Seleccione su escuela:

- Accelerated Charter Elementary School (ACES)
- The Accelerated School – MS (6th-8th) (TAS)
Kindly,
Hilda Rodriguez-Guzman

"I'm no longer accepting the things I cannot change...I'm changing the things I cannot accept."
~ Angela Davis ~

From: Hilda Rodriguez-Guzman <hildagssc@aol.com>
Date: April 30, 2019 at 10:55:12 AM PDT
To: Francis Reading <freading@accelerated.org>
Cc: Hilda Guzman <hguzman@accelerated.org>, Grace Lee-Chang <gleechang@accelerated.org>, llugo@accelerated.org, amarshall@accelerated.org, Hilda Guzman <htguzman@aol.com>, jeesharp@gmail.com, christine.kae@lausd.net, jroman@seiu99.org
Subject: Re: LCAP Survey: Classified Staff

Hello Francis,
I am just following up to check if you were able to get The Accelerated Schools LCAP Staff Survey open so that I may take it given that you haven't responded to my email as of yet. Thank you.

Kindly,
Hilda Rodriguez-Guzman
"I’m no longer accepting the things I cannot change...I’m changing the things I cannot accept."
~ Angela Davis ~

On Apr 29, 2019, at 7:04 PM, Hilda Rodriguez-Guzman <hildagssc@aol.com> wrote:

Hello Francis,

How are we suppose to take the LCAP Staff Survey when it’s been closed? Please see attached screenshot.

Please disseminate the LCAP Staff Survey to ALL of my unit members as I spoke to Lourdes, Estela and Anny today and they too never received or were informed of this LCAP survey. I will be following up personally with my unit members to ensure they’re given the opportunity to take part in this process.

In addition, please keep in mind that many of my unit members do not have access to a TAS email account so please ensure they too have an opportunity to receive and take the LCAP Staff Survey as they’re voices matter too.

What was the window for the other stakeholder groups to take the LCAP Stakeholder Survey? We all should be given the same opportunity to take the LCAP Stakeholder survey in the varying methods that were used for the other stakeholder groups.

Parents
Students
Teachers

Thank you and please notify me when you have opened up the LCAP Staff Survey so that I may take it.

<image1.png>
Kindly,
Hilda Rodriguez-Guzman

"I'm no longer accepting the things I cannot change...I'm changing the things I cannot accept."
~ Angela Davis ~

On Apr 29, 2019, at 6:16 PM, Francis Reading <freading@accelerated.org> wrote:

Dear Team,

Please take the LCAP Stakeholder Survey before or by Friday. The survey window will remain open until Friday, May 3, 2019 at 4pm. Please confirm by email when this is completed.

The link to the survey is as follows - https://www.surveymonkey.com/r/66VMHHZ

Thank you

Francis

NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.
EXHIBIT I
From: Asha Marshall <amarshall@accelerated.org>
Sent: Monday, April 15, 2019 6:51 PM
To: Jorge Roman
Cc: Carlos Coye; htguzman@aol.com
Subject: Re: Unfair Labor Practice Charges: Settlement and Abeyance

Thank you Jorge! Agreed!

Asha Marshall
HR Manager
The Accelerated Schools

From: Jorge Roman <jroman@seiu99.org>
Sent: Monday, April 15, 2019 1:54 PM
To: Asha Marshall
Cc: Carlos Coye; htguzman@aol.com
Subject: Unfair Labor Practice Charges: Settlement and Abeyance

Hello Asha,

Following up on our meeting last Friday, April 12th, 2019.

With regard to the unfair labor practice charges filed against The Accelerated Schools (TAS), The union (SEIU, Local 99) agrees to withdraw the unfair labor practice charges identified as LA-CE-6420-E ("Kitchen workers") and charge LA-CE-6426 ("Michael Franklin"), under the following terms:

1) The Accelerated Schools will allow all issues related to the "Kitchen workers" unfair labor practice charge, to be resolved through the collective bargaining agreement's grievance process. TAS remains open to reemploying Ms. Maria Camaal.
2) The Accelerated Schools agree to carry out a training program, that educates the TAS management on professional decorum, the staff's employee rights and union rights.
3) The Accelerated Schools agree to voluntarily post a PERB notice, of worker rights under the Educational Employment Relations Act, in all staff break areas and employee bulletin boards.
4) The Accelerated Schools and the SEIU, Local 99, agree to continue settlement discussions on the lone pending charge, LA-CE-6431-E ("Hilda R. Guzman") and concur with requesting a further abeyance from the Public Employees Relations Board.

The Accelerated Schools enters into this agreement without any admission of guilt. An email response in agreement, shall settle this matter.

Sincerely,

Jorge Roman
NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.
EXHIBIT J
July 11, 2019

Via E-Mail and Overnight Mail

Hilda Rodriguez-Guzman
1117 Leighton Ave.
Los Angeles, CA 90037

Re: Termination of Employment

Dear Ms. Rodriguez-Guzman:

Please be advised that, in response to feedback we have received from parents as well as other business needs, the Accelerated School has decided to hire a full-time Registered Nurse (RN) to see to the health needs of our students. Unfortunately, as a result, the position of Health Services Coordinator is being eliminated and hence your employment with The Accelerated School is separated effective today. Understanding that you are currently out on leave, we are sending you this correspondence rather requiring an in-person meeting.

In light of your longtime service, we would like to offer you the attached severance agreement to aid in this transition. The severance agreement offers a total of $11,467.23 (equaling three months of severance pay), as well as three months of continuing benefits, which is consistent with the severance package teachers receive upon a non-renewal of an employment contract. If you accept the terms of the attached agreement, please sign and return by no later than Friday July 19, 2019.

If you have any questions concerning this matter, please feel free to contact me. We wish you success in your future endeavors.

Sincerely,

Robert French
Director of Human Resources
The Accelerated Schools
This Confidential Separation Agreement ("Agreement") is made by and between The Accelerated Schools ("Accelerated") and Hilda Rodriguez-Guzman ("Employee"). In consideration for the execution of this Agreement, and the performance of the terms and conditions set forth herein, Accelerated and Employee (collectively the "Parties") agree as follows:


2. Consideration. In consideration for the execution of this Agreement, and the performance of the terms and conditions set forth herein, the Parties hereby agree as follows:

2.1 Separation Pay and Benefits. Accelerated will pay Employee in the amount of $11,467.23, less applicable withholdings (the "Separation Pay"), along with continuing benefits for three (3) months. Accelerated will provide Employee with the Separation Pay within 10 days after the Effective Date, as defined herein. Accelerated will send the Separation Pay by mail to Employee’s last known mailing address on file with Accelerated.

2.2 Unemployment. Accelerated will not oppose any valid claims made by Employee for unemployment benefits.

2.3 Good and Valuable Consideration. The Parties expressly agree that the consideration set forth in Section 2 of this Agreement constitutes good and valuable consideration in addition to anything to which Employee is already entitled, and Accelerated has no independent legal duty to provide Employee with the consideration set forth in this Agreement, absent the terms of the Agreement itself. Employee understands and agrees that Employee will not receive the consideration specified herein, except for Employee’s execution of this Agreement and the fulfillment of the promises contained herein.

3. General Release of Claims. Except as to such rights or claims as may be created by this Agreement, Employee, and anyone and any entity claiming through Employee, including but limited to Employee’s heirs, administrators, successors in interest, assigns and agents, hereby release and forever discharge Accelerated, and all of its past, present and future employees, officers, directors, members, agents, trustees, administrators, representatives, owners, shareholders, partners, insurers, fiduciaries, attorneys, subsidiaries, parent companies, affiliates, related entities, assigns, predecessors and successors in interest, and each and all of them, jointly and severally (collectively the "Released Parties"), from any and all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, penalties, interest, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Employee has at any time owned or held prior to Employee’s execution of this Agreement, including but not limited to, any and all claims arising out of, connected with, or relating to:

- Employee’s employment and/or the end of Employee’s employment with the Released Parties;
- Any act or omission by the Released Parties;
- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991, as amended;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Fair Labor Standards Act, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The California Fair Employment and Housing Act, as amended;
• The California Labor Code, as amended;
• California Equal Pay Law, as amended;
• IWC Wage Orders, as amended;
• Any other federal, state or local law, regulation or municipal ordinance, including those regulating compensation and those prohibiting discrimination, harassment, or retaliation of any kind;
• Any claim based on violation of public policy, breach of contract, tort, fraud, misrepresentation, defamation, or any other common law claim; or
• Any claim for costs, fees, interest, or other expenses, including attorneys’ fees.

The foregoing general release does not apply to any of Employee’s claims that cannot be released as a matter of law. The Parties agree and acknowledge that the release and waiver set forth above shall not prevent Employee from participating in or cooperating with any state or federal agency’s investigation or charge of discrimination, including the Equal Employment Opportunity Commission (“EEOC”). The Parties further agree and acknowledge that nothing in the Agreement prevents or prohibits Employee from filing a charge of discrimination with a state or federal agency, including the EEOC. However, Employee understands and agrees that Employee is releasing Accelerated from any and all claims by which Employee is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Employee or on Employee’s behalf.

4. Release of Unknown Claims. Employee has reviewed and hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” This Agreement extends to all claims or causes of action, of every nature and kind whatsoever, known or unknown, enumerated in this Agreement or otherwise. Employee may hereafter discover presently unknown facts or claims different from or in addition to those that Employee now knows as to the matters released herein. Nevertheless, it is Employee’s intention, through this Agreement, to fully release all such matters and all claims related thereto, which do now exist, may exist or hereafter have existed.

5. Older Worker’s Benefit Protection Act. This Agreement constitutes a knowing and voluntary waiver of any and all rights or claims Employee has or may have under the federal Age Discrimination in Employment Act, as amended by the Older Workers’ Benefit Protection Act of 1990, 29 U.S.C. §§ 621, et seq. This paragraph and this Agreement are written in a manner calculated to be understood by Employee. Employee is hereby advised in writing to consult with an attorney before signing this Agreement. Employee has up to 21 days in which to consider signing this Agreement. If Employee decides not to use all 21 days, Employee knowingly and voluntarily waives any claims Employee was not given the 21-day period or did not use the entire 21 days to consider this Agreement. Employee may revoke this Agreement at any time within the 7-day period following the date Employee signs this Agreement. If Employee decides to revoke this Agreement, such revocation must be in writing to Derek R. Havel at Sheppard Mullin, 333 South Hope Street, 43rd Floor, Los Angeles, CA 90071, and received by him no later than the end of the seven-day revocation period. If Employee does not revoke this Agreement within the 7-day revocation period, this Agreement will become effective on the 8th day after Employee signs and dates this Agreement, initials each page of it, and returns an original executed Agreement to Accelerated (the “Effective Date”). If Employee revokes this Agreement as set forth above, Employee will not receive the consideration specified in this Agreement.

6. Payments. The Released Parties have already paid to Employee all compensation or payments due to Employee, including without limitation, any and all wages, vacation, sick leave, PTO, leave, holiday pay, bonuses, expenses, and/or benefits, except expressly set forth in Section 2 above.

7. Covenant Not To Sue. Employee has not, and will not, directly or indirectly institute any legal action against the Released Parties based upon, arising out of, or relating to any claims released in this Agreement, to the extent allowed by law. Employee has not, and will not, directly or indirectly encourage and/or solicit any third party to institute any legal action against the Released Parties, to the extent allowed by law.

Employee’s Initials
8. **Inquiries.** Accelerated will respond to any inquiries about Employee's employment by providing only Employee's dates of employment, job titles, and compensation. Employee will direct all such inquiries by email only to HumanResources@accelerated.org.

9. **Workers' Compensation Claims.** Employee has not sustained any workplace injury of any kind during Employee's employment with Accelerated for which she has not already filed a workers' compensation claim.

10. **No Re-Employment.** As part of the consideration for Accelerated entering into this Agreement, Employee agrees not to apply for, seek, accept, or maintain employment with the Released Parties at any time, including after the date she signs the Agreement. Employee represents and warrants that, as of her execution of this Agreement, she has not applied for or accepted such employment. Employee agrees that in the event she applies for, seeks, accepts, or obtains employment with the Released Parties, this provision shall serve as adequate grounds (i.e., good cause, legitimate business reason) for termination of that employment. Employee knowingly and voluntarily waives all rights she may have under federal or state law to reinstatement or recall of her employment with the Released Parties.

11. **Prior Agreements.** This Agreement does not alter, modify or impact any confidentiality provisions and/or the restrictive covenants between the Parties, nor does it affect Employee's obligation to comply with those provisions and/or covenants.

12. **Return of All Accelerated Materials.** Employee has returned to Accelerated all Accelerated's records, documents, electronically stored information, and tangible embodiments of such, in Employee's possession, including but not limited to Accelerated's trade secrets, confidential information and proprietary information. Employee has returned to Accelerated all property of Accelerated including but not limited to automobiles, pagers, keys, key cards, cellular phones, credit cards, personal and laptop computers, and any other electronic equipment.

13. **NON-DISPARAGEMENT.** EMPLOYEE SHALL NOT MAKE AND/OR RATIFY ANY FALSE AND/OR DISPARAGING COMMENTS AND/OR STATEMENTS ABOUT THE RELEASED PARTIES, THEIR OFFICERS, EMPLOYEES AND/OR AGENTS. THIS PROVISION IS A MATERIAL TERM OF THIS AGREEMENT.

14. **CONFIDENTIALITY.** EMPLOYEE SHALL NOT DISCLOSE, PUBLICIZE OR ALLOW OR CAUSE TO BE PUBLICIZED OR DISCLOSED ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR THE EXISTENCE OF THIS AGREEMENT ITSELF, UNLESS AND TO THE EXTENT REQUIRED BY LAW. THIS PROVISION DOES NOT PREVENT EMPLOYEE FROM DISCLOSING THE AMOUNT OF THE PAYMENT IN THIS AGREEMENT TO EMPLOYEE'S SPOUSE, ATTORNEYS, ACCOUNTANTS, AND/OR THE GOVERNMENT FOR TAX PURPOSES. SHOULD EMPLOYEE DISCLOSE ANY INFORMATION CONCERNING THIS AGREEMENT TO THOSE LISTED ABOVE, EMPLOYEE MUST ADVISE THOSE TO WHOM THE INFORMATION IS DISCLOSED THEY WILL ALSO BE UNDER AN OBLIGATION TO KEEP THE TERMS, CONDITIONS AND EXISTENCE OF THIS AGREEMENT CONFIDENTIAL. THIS PROVISION IS A MATERIAL TERM OF THIS AGREEMENT.

15. **CIRCULAR 230 DISCLAIMER.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"; AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE.

Employee's Initials
BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Arbitration. Except for claims for emergency equitable or injunctive relief which cannot be timely addressed through arbitration, the Parties agree to submit any claim or dispute arising out of the terms of this Agreement to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The JAMS Streamlined Arbitration Rules & Procedures in effect at the time of the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitration shall take place in Los Angeles County, California. The arbitrator in this matter shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all Parties to this Agreement, and judgment thereon may be entered in any court having jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. However, all the costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs, shall be paid as the arbitrator or court awards in accordance with applicable law. The Parties hereby waive any right to a jury trial on any dispute or claim covered by this Agreement.

17. Acknowledgment. Employee has read this Agreement, has the authority to sign it, fully understands the contents of this Agreement, freely, voluntarily and without coercion enters into this Agreement, and is signing it with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims.

18. Severability. In the event any provision of this Agreement is held to be void, null or unenforceable, the remaining portions shall remain in full force and effect.

19. No Admission of Wrongdoing. Neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of the Released Parties, nor shall they be admissible as evidence in any proceeding other than for the enforcement of this Agreement.

20. Modification. This Agreement cannot be modified in any respect except in a written instrument signed by both Parties.

21. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any confidentiality agreements between the Parties, which shall remain in full force and effect.

22. No Reliance. Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee’s decision to accept this Agreement, except for those set forth in this Agreement.

23. Interpretation. Any uncertainty or ambiguity in the Agreement shall not be construed for or against any Party based on the attribution of drafting to any Party.

24. Counterparts. This Agreement may be executed by the Parties in counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document.

25. Signature. A signature by facsimile or email on this Agreement shall be as legally binding as an original signature.

Employee’s Initials
26. **Governing Law.** This Agreement shall be governed and conformed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed on __, 2019 by: 

HILDA RODRIGUEZ-GUZMAN

Executed on July 11, 2019 by: 

Robert French, Director of Human Resources 
for THE ACCELERATED SCHOOLS
EXHIBIT K
EMPLOYMENT OPPORTUNITY

Registered Nurse (RN) (Certificated)

Organization: The Accelerated Schools strive to be a national model for public/private partnerships that comprehensively serves the needs of its students in preparation for them to take their rightful place as confident and courageous citizens, eager to achieve and contribute to a global society. The goal of The Accelerated School is to graduate students who are prepared to succeed in rigorous college preparatory high schools so that upon high school graduation each student will be prepared to succeed in the university of his/her choice; will enter the workplace as an informed and productive employee, entrepreneur, and community leader; and will act as a responsible citizen.

The Accelerated Schools (TAS) are nonprofit organizations. TAS schools receive federal and state funds for specific purposes that are either unrestricted funds or are subject to review and audit by the grantor agencies.

Background: The Accelerated Schools (TAS) comprises of 3 schools on 2 campuses, The Accelerated Charter Elementary (ACES), a K-6 Dual Language (Spanish) Immersion School, The Accelerated School (K-8), and the Wallis Annenberg High School (Grades 9-12). We serve over 1700 students of promise who are 97% Hispanic/Latino and 90% of students receiving free and reduced meals. We boast an 96% graduation rate with our students entering top tier universities. We have over 120 certificated positions and over 80 classified positions contributing to our organization’s mission and vision.

Where We Are Located: Set within an urban empowerment zone just south of downtown Los Angeles, The Accelerated School organization is located at 4000 S. Main Street, Los Angeles, CA 90037.

We are currently looking for a full-time Registered Nurse (RN) (Certificated). The ideal candidate will be able to develop and maintain a broad program of health education and services designed to protect, maintain and enhance the health of students. The school nurse strengthens and facilitates the educational process by identifying and remediating health related barriers that may impede the ability of students to learn.

What Are the Responsibilities and Duties:
The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address health needs and changing practices in health care.

Essential duties and responsibilities:
- Diagnoses and makes sound clinical judgment before the administration of first aid and medication for the purpose of providing oversight and care for the ill, medically fragile and/or injured children in accordance with state laws and district compliance.
- Provides training in the oversight of children’s immunizations to staff.
- Prepares and submits accurate online Annual School Immunization Assessment Report for Kindergarten students and 7th grade Tdap Assessment Report to the Los Angeles County Immunization Program.

The Accelerated Schools intend that all qualified persons shall have equal opportunities for employment and promotion.

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EMPLOYMENT OPPORTUNITY

The Accelerated Schools

- Provides oversight and administers mandated health screenings (e.g. vision, hearing, scoliosis, etc.) for referring medical conditions for children that need treatment.
- Provides student health services and trains and supports parents’ students and health care providers and public agencies on compliance with legal health requirements and general community health related issues.
- Provides oversight of student’s confidential files, records and reports as required for compliance with various state, federal and administrative regulations.
- Monitors and evaluates students for referred illness and/or injury for the purpose attendance to their immediate health care concerns and initiating follow-up care.
- Provides professional development training for the school community.
- Provides annual in-service trainings for staff and/or administrators on the following: medication administration, specialized physical health care services. (e.g. EpiPen Training, etc.).
- Collaborates with Human Resources in coordinating participation for the annual in-service trainings.
- Evaluates and provides care to students with chronic illnesses and to extremely high-risk students.
- Reports health and safety issues and provides clinical advice to assigned administrators and appropriate agencies.
- Respond to emergency medical situations (e.g. severe falls, seizure, bleeding, etc.) for the purpose of ensuring appropriate immediate medical attention and related follow-up action.
- Performs other related duties as assigned.

Skill, Knowledge, and Abilities:
- Ability to communicate effectively in oral and written form
- Ability to develop and maintain cooperative relationships within the community with professional individuals and groups, and with parents
- Knowledge of emergency first aid procedures.
- Knowledge of agencies which provide medical/dental treatment.
- Knowledge of instructional techniques used for students and adults.
- Knowledge of testing procedures used for vision and hearing screenings.
- Ability to diagnose illnesses, diseases and potential medical challenges.
- Ability to provide emergency medical assistance.
- Ability to create and maintain health records.
- Ability to provide information in an instructional setting.
- Ability to obtain and maintain required licenses.
- Ability to maintain cooperative and effective relationships with those contacted in the course of work.

The Accelerated Schools intend that all qualified persons shall have equal opportunities for employment and promotion.

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Education and Experience:
- Bachelor of Science in Nursing (BSN) degree.
- Experience in school nursing preferred.
- Bilingual/Spanish ability preferred.

Compensation:
- Competitive salary range: $75,000-$85,000
- Vision, dental, and medical coverage
- 12-month work calendar

To apply, please visit www.edjoin.org to complete the application and attach resumé, letter of interest, and recommendation letter from your most recent supervisor; open until filled:

The Accelerated Schools
Human Resources
4000 S. Main St.
Los Angeles, CA 90037
323-235-6343 Phone or 323-234-1246 Fax

For more information about The Accelerated Schools, please visit our website at www.accelerated.org or contact Human Resources at humanresources@accelerated.org

The Accelerated Schools intend that all qualified persons shall have equal opportunities for employment and promotion.

July 2019
PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, State of California. I am over the age of 18 years. The name and address of my residence or business is ______________________________________________________________.

Rothner, Segall & Greenstone, 510 South Marengo Avenue, Pasadena, CA 91101-3115

On October 14, 2019, I served the Unfair Practice Charge (Date) (Description of document(s)) in Case No. ___________________________.

(Description of document(s) continued) (PERB Case No.)

on the parties listed below by (check the applicable method(s)):

☑ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;

☐ personal delivery;

☐ facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

☐ electronic service (e-mail) - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address, e-mail address and/or fax number of the Respondent and/or any other parties served.)

Attention: Grace Lee-Chang
The Accelerated Schools
4000 S. Main St.
Los Angeles, CA 90037

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on October 14, 2019, at Pasadena, California. (Date) (City) (State)

Rosa Rozman

(Type or print name) (Signature)