



Los Angeles County Education Association

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RATIFICATION VOTE

August 30, 2016

Bargaining agreement reached for Successor Agreement negotiations
and for 2017 Health Insurance

Yesterday at the Factfinding hearing, LACEA reached a tentative agreement with LACOE on the successor agreement contract negotiations that began in June last year. The tentative agreement covers three Articles in the contract that we went to impasse on last February. Those Articles are: Hours of Employment, Vacancy, Reassignment and Transfer, and Compensation. You will see the tentative agreement on these Articles are on the document dated August 29, 2016.

This ratification packet also includes the tentative agreements we reached during negotiation sessions prior to impasse. The Articles in this separate tentative agreement document are: Association Rights, Leaves of Absence, and Summer School.

Another document included in this packet is the agreed upon changes in contract language in the Compensation Article. New language is underlined and language to be deleted is indicated by a strikethrough.

Last week, LACEA, SEIU and CSEA reached a tentative agreement with Los Angeles County Office of Education on health insurance. The agreement will become valid upon ratification by all three bargaining units. This Agreement extends benefits coverage with no increased costs to employees through December 2017. This is a one-time agreement to pay for 2017 premium increases, and does not bind the Office to pay for these increases in subsequent years. No changes were made to opt out terms. Please review the agreement also included in this packet and vote on it (separately, as you have the right to ratify or reject each of the 2 agreements).

The LACEA Executive Board urges you to support the agreements through your vote. Please mark your ballot, insert it into the stamped envelope provided, and remember to SIGN THE ENVELOPE CONTAINING YOUR BALLOT! Unsigned ballots will not be counted.

Thank you in advance for your participation in this ratification vote.

Brian Christian, President



Article IX Compensation

Language Agreed Upon by and between

The Los Angeles County Office of Education

And

The Los Angeles County Education Association

C. Initial Placement

3. Prior experience determining initial placement shall be verified by letter from the previous employer. Prior experience shall be credited if the unit member:

- a. Was on full-time paid status for seventy-five percent (75%) of the regular school-year period.
- b. Possessed or could have possessed a valid California credential authorizing service for the unit member's position during the experience period in question.
- c. Was with a public agency in an equivalent position or in an equivalent position with a private school meeting the following criteria:
 - 1) The private agency requires the staff to possess an equivalent credential(s) as required by a like public school, and
 - 2) The private agency is recognized by or is a member of an association such as the Association of Independent Schools, California Association of Private Special Education Schools, Western Association of Schools and Colleges, or Western Association of Christian Schools.

Prior experience used to determine initial placement for School Nurses shall be given for actual experience in a private or public agency requiring an RN degree if the unit member possessed or could have possessed a valid California School Nurse credential at the time of such experience.

Prior experience used to determine initial placement for Counselors shall be given for actual experience as a Counselor, School Psychologist*, and/or ~~Art IX 1~~ Teacher * for an employer in the private sector or in an academic setting if the unit member possessed a valid California Counseling credential at the time of such experience. The employment must be for seventy-five percent (75%) of a regular school year for academic credit or seventy-five percent (75%) of a calendar year for private sector credit.

* School psychologist and/or teacher experience allowed for unit members hired on or after 7/1/07.

~~a. Was on full-time paid status for one employer for seventy-five (75%) of the regular school-year period.~~

~~b. Possessed or could have possessed a valid California credential service for the unit member's position during the experience period in question.~~

~~c. Was with a public agency in an equivalent position or in an equivalent position with a private school meeting the following criteria:~~

~~1) The private agency requires the staff to possess an equivalent credential(s) as required by a like public school, and~~

~~2) The private agency is recognized by or is a member of an association such as the Association of Independent Schools, California Association of Private Special Education Schools, Western Association of Schools and Colleges, or Western Association of Christian Schools.~~

...

Revise section G by replacing current section G.2.a with language below. Delete current section b and replace with current section c. Strike section 3.

K. Salary Base and Work Year

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Effective July 1, 2012 2016, the work year is 218 days consisting of 193 188 regular instructional days, and a 25-day intersession. And 30 days of intersession during the summer. The intersessions are work year is divided into two (2) three (3) tracks. Unit members will have 25 non-work days. Unit members shall work two (2) of the three (3) tracks in the summer, winter and spring. Unit members will be provided 25 non-work days on Track A, B, or C as designed on the Division of Student Programs Master Calendar.

O. Child Care

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The Office will reimburse a unit member for the registration and insurance fee at a license or exempt (defined in California Health and Safety Code Section 1596.792) child care facility up to a total of \$80.00 \$125.00, per fiscal year, per unit member, for care of a child of a unit member. The unit member must submit the name and license number of the facility prior to any reimbursement.

...

LACEA and LACOE agree to jointly update the existing language in this section, including revising section L. Insurance Fringe Benefits, to reflect current practices and the October 2015 Tentative Agreement on Health and Welfare.

Tentative Agreement
Between the Los Angeles County Office of Education
and the
Los Angeles County Education Association
on
August 29, 2016

The parties agree that all pending Tentative Agreements agreed to by the parties prior to Fact Finding are hereby incorporated by reference.

Article IV Association Rights
Article VII Leaves of Absence
Article XIV Summer School

In addition, the approved language in Article IX, C. Initial Placement; K. Salary Base and Work Year; and O. Child Care are also incorporated by reference.

ARTICLE VI Hours of Employment

...
The Division of Student Programs calendar shall include a minimum day when all unit members are on track the last workday before the winter break and the last workday of the school year. Without increasing the number of professional development days, these two days will be allocated for teacher preparation.

ARTICLE X Vacancy, Reassignment and Transfer

The Office agrees to add the following language to Article X, Section B under *Displacement*.

4. The Office agrees to provide written notification to LACEA of the reason for any class closure resulting in displacement that occurs outside of the Reduction-in-Force. The reason and justification provided by the Office are not subject to grievance.

ARTICLE IX Compensation

G. Salary

...

2. ...

a. Effective July 1, 2015, all unit members' salary schedules shall reflect a three percent (3.0%) across the board salary improvement over the 2014-2015 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.

- b. Effective July 1, 2016, all unit members' shall receive a one-time lump sum payment of two percent (2.0%) on the 2015-2016 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.
- c. Effective July 1, 2016 LACOE agrees to add two additional anniversary increments to the existing salary schedules. The salary schedule shall reflect the additional increments for the 28th and 30th year; the anniversary increment footnotes "a" and "b" shall be \$800 at year 28, and \$1000 at year 30, on the LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP.

e.g. Footnote a. Anniversary increment commencing with the 14th year (\$700), 18th year (\$1200), 22nd year (\$1700), 26th year (\$2200), 28th year (\$3000), and 30th year (\$4000) of service.

Footnote b. Annual anniversary increment commencing with the: 12th year (\$1200), 14th year (\$1700), 18nd year (\$2200), 22th year (\$2700), 26th year (\$3200), 28th year (\$4000), and 30th year (\$5000) of service.

LACEA and LACOE agree to jointly update the existing language in this section, include revising section L. Insurance Fringe Benefits, to reflect current practices and the October 2015 and August 2016 Tentative Agreements on Health and Welfare.

This concludes bargaining with LACEA for 2015-2016 and 2016-2017 negotiations.

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

LOS ANGELES COUNTY EDUCATION ASSOCIATION

DATED: 8/29/16

By: 

Elena B. Johnson
(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: 8-29-16

By: 

Darren McDuffie
(Print Name)

TENTATIVE AGREEMENT

Between and Among

LOS ANGELES COUNTY OFFICE OF EDUCATION
and
LOS ANGELES COUNTY EDUCATION ASSOCIATION

On May 24, 2016

Includes all Pending Teptative Agreements (“PTAs”) to date. Except as noted below, all other proposals are withdrawn, and all CBA language not otherwise modified to date will remain status quo.

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ARTICLE IV
ASSOCIATION RIGHTS

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I. Consultative Rights

The Office recognizes the right of the Association to consult on the definition of educational objectives, the determination of the content of the courses and curriculum, the selection of textbooks, and the selection of general teaching materials, to the extent such matters are within the discretion of the Office under the law. ~~In addition, the Office shall consult with the Association prior to any change(s) in the evaluation form.~~ *Move to Article VIII – Procedures for Evaluation of Performance, Section I – Evaluation Forms.*

...

L. Committee

- ~~1.~~ 1. A request to form an office-wide committee, with unit member representation on behalf of the Association, shall be presented to the Relationship Maintenance Team (RMT). The members of the RMT shall consider the purpose of the proposed committee, and whether its purpose and function can be accomplished through an existing committee or the formation of a new committee. The RMT shall thereafter notify the interested parties of its recommendation.
 - ~~2.~~ 1. The Office will notify the Association in writing upon formation of office-wide committees.
 - ~~3.~~ 2. The Association shall appoint its unit members to all committees that involve representation of the Association and its unit members. The Office may recommend other unit members for participation on the committees. The Association will notify the Office in writing of all appointments.
 - ~~4.~~ 3. The Office and Association will work together to assure that when an appointment is made, service on the committee will not cause the site to be negatively impacted.
 - ~~5.~~ 4. When necessary, release time will be provided to attend committee meetings.
- ...

M. Shared Decision Making

1. The Association and the Office are committed to establishing shared decision making, which includes participation of all stakeholders as a means of improving student achievement and fostering a positive productive work environment.
2. An Office Central Shared Decision Making Council shall be established consisting of representative members of each stakeholder group to include, but not limited to, teacher (or other LACEA designated representative), assistant, other site staff administrator, parent and community member selected by the bargaining units or stakeholder groups. The council shall consist of no more than fourteen (14) members. Necessary release time will be provided for the Office Central Council. Its responsibilities shall be as follows:
 - Research and study shared decision-making models and trends.
 - Receive training on shared decision-making and provide recommendations to the PAUs, ~~ROP and Head Start~~ and each mandated program in which unit members deliver services.
 - Review and monitor existing shared decision-making models.
 - Provide support and resources to PAUs, ~~ROP and Head Start~~ and each mandated program in which unit members deliver services.
3. PAUs, ~~ROP and Head Start~~ and each mandated program in which unit members deliver services shall establish SDM councils to represent all stakeholder groups including, but not limited to, representatives of the three LACOE bargaining units (SEIU, LACEA, and CSEA where represented), parents, administrators, community members, and when appropriate pupils as determined by the staff. The council shall consist of no more than fourteen (14) members. A majority of the council shall be LACEA bargaining unit members. However, should LACEA representation be less than a majority on the council, it shall not limit the number of other stakeholder groups represented at the council.
 - a. Each council shall develop a written document which includes provisions defining the makeup, scope of authority, selection of council members, terms of service, communications, procedures for resolving disputes and the decision making process to be used.

- b. Unless otherwise restricted by federal or state law, Education Code, Office/Division policy or regulations, contracts or agreements with other employee groups, the scope of decision making shall be determined by this council at the PAU, ~~ROP and Head Start~~ and each mandated program in which unit members deliver services.

O. ~~Unilateral~~ Consult for New Classifications

LACEA and the Office agree to ~~utilize the unilateral consult process of decision making~~ for over new classifications in the bargaining unit.

ARTICLE VII
LEAVES OF ABSENCE AND VACATION

...

B. Compensated Leaves of Absence

...

3. Industrial Accident/Illness Leave

a. Eligibility

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Accrued Illness Leave ~~or Vacation~~, if any, shall be used provisionally until the disposition by the Office and its Workers' Compensation carrier has been made aware of the unit member's request. If granted, Industrial Accident/Illness Leave shall be retroactive and any provisionally used Illness Leave ~~or Vacation~~ shall be restored.

b. Benefits

...

Upon the expiration of the Industrial Accident/Illness Leave, a unit member shall be entitled to utilize accrued illness leave ~~and vacation~~ if available. Thereafter the unit member may request in writing one extension of Industrial Accident/Illness Leave up to twenty (20) working days. A medical verification of need shall accompany the written request. Upon written request and medical verification of need four (4) additional such extensions of twenty (20) working days may be approved by the Office but in no event will the number of days approved for extended Industrial Accident/Illness Leave be more than the number of the accrued full-time illness days used by the unit member beyond the initial sixty (60) days Industrial Accident/Illness Leave. Denial of such extension of Industrial Accident/Illness Leave shall not be subject to the Grievance Procedure in accordance with Article V unless denial was based upon arbitrary or capricious grounds.

...

5. Military Leave

a. Authorization

...

Reserve or inactive military duty may be approved as non-compensated leave.
~~Vacation, if available, may be used upon approval of the immediate administrator.~~

b. Other Benefits and Reinstatement

...

6. Personal Necessity Leave

a. General

Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours.

Such unit member may elect to use not more than ten (10) days for ten month unit members, eleven (11) days per year for eleven month unit members, or twelve (12) days for twelve month unit members per year of unused sick leave for purposes of approved Personal Necessity Leave. Unused Personal Necessity Leave entitlement shall not be accumulated from year to year.

For the purposes of this provision personal necessity shall be limited to:

- 1) death or serious illness of a member of the unit member's immediate family;
- 2) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; or
- 3) other reasons at the unit member's election, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period, for recreational activities, for work stoppage or slow-down, or for conducting a private business. The unit member may utilize no more personal necessity leave than is necessary to adequately attend to the matter or the necessity. The unit member shall make reasonable effort to notify their immediate administrator in time for a substitute to be obtained. The unit member shall complete the electronic absence ~~claim~~ report in a timely manner and submit it to the immediate administrator.

b. Discretionary Personal Necessity Leave

Three (3) days of Personal Necessity Leave may be used by a unit member at his/her discretion to attend to matters which require the attention of the unit member and which the unit member determines must be taken care of during the assigned workday. The Office retains the right to deny a request for Discretionary Personal Necessity Leave when, according to the records at the time the request is

made, granting of the request would cause more than twenty percent (20%) of unit members at the site to be out on any type of leave on the same day.

At sites with fewer than five (5) unit members the immediate administrator may deny the request based on operational reasons (e.g. no substitute coverage, high level of school business). The unit member shall submit a request for Discretionary Personal Necessity Leave to the immediate administrator at least two (2) days prior to the beginning date of the leave.

Personal Necessity Leave may not be utilized due to any work stoppage, work slowdown, strike, or any "job action" activity.

7. Sabbatical Leave

a. Eligibility

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c. Service Credit and Related Benefits

1) Accumulation of ~~Vacation and~~ Illness Leave

During the period of Sabbatical Leave, the unit member shall not accumulate ~~vacation and~~ illness leave.

...

8. Catastrophic Leave

a. A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued illness leave credits under the catastrophic leave program.

b. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's immediate family, which requires the unit member to take time off from work for an extended period of time to care for that family member. Such time off may create a financial hardship for the unit member because he/she has exhausted all of his/her paid illness leave.

c. Eligibility

A unit member may be eligible to receive donated leave credit when the following conditions are met:

- i) The unit member is a permanent employee;
- ii) The unit member is unable to work due to the employee's or immediate family member's catastrophic illness or injury;
- iii) The unit member has exhausted all accrued paid leave credits;
- iv) A unit member who is receiving additional income from Worker's Compensation is not eligible to apply for catastrophic leave until their funding source has ended. The unit member must also have a need to continue their leave and must provide verification of the need for catastrophic leave to the satisfaction of the LACEA Catastrophic Leave Committee.
- v) The unit member may have applied for STRS disability but has not yet received the benefits.

A unit member may be eligible to donate leave credit when the following conditions are met:

- i) The unit member is a permanent employee;
- ii) The unit member has no less than an equivalent of seventy-eight (78) hours of earned illness leave;
- iii) The unit member may contribute a minimum of 8 hours, up to a maximum of 21 (twenty-one) hours of his/her illness leave credits, per school year. The unit member must donate a minimum of eight (8) hours, and in hour increments thereafter.
- iv) Unit members electing to contribute accrued illness leave shall be required to retain a minimum of (70) hours of illness leave in their own account.
- v) Deducted illness leave hours shall not be retrievable by the donating unit member.

d. Program Limits

Catastrophic Leave may not be used for:

- i) elective surgery
- ii) personal necessity leave
- iii) routine pregnancy, maternity, and/or childcare unless it meets the definition of catastrophic illness or injury
- iv) lingering health problems that are not considered life threatening
- v) regular periodic illness

e. A unit member requesting donated leave credit from the catastrophic leave program must complete Form xxx, Request for Use of Catastrophic Leave Program, and submit the form to the Association. The Request may be submitted prior to the exhaustion of paid leave. The Association shall forward a copy of the request to the Superintendent's designee to the Catastrophic Leave Committee. Payroll shall verify/confirm the donor's available leave credit and that the donor retains seventy (70) hours of illness leave credit. The Office shall verify that the unit member is unable to work due to his or her family member's illness or injury. Verification of eligibility will be sent to the Catastrophic Leave Committee within three (3) business days of the Office receiving a copy of the request from LACEA.

f. The Catastrophic Leave Committee is comprised of three (3) representatives appointed by the Association whose purpose shall be to make decisions concerning requests for donation of accrued paid leave credits. The Association shall convene the Committee within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The committee shall facilitate the Catastrophic Leave Program of the unit member requesting illness leave credits from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the Human Resources Division within five (5) working days of the date the Committee convened and finalized its determination to provide illness leave credits. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in the Agreement. The Superintendent's designee(s) will participate in this committee as explained in number 7 below.

g. Superintendent's designee(s) shall be resource person(s) appointed by the Superintendent to assist the Catastrophic Leave Committee in carrying out its role. The Superintendent's designee(s) shall assist in auditing and

monitoring audits and reports, and provide documentation to the Catastrophic Leave Committee, but shall not participate in decisions concerning actions on requests for donation of accrued paid leave credits.

A copy of the letter from Human Resources notifying a unit member of the exhaustion of all fully paid leave will be made available to the Catastrophic Leave Committee Chairperson for confidential use. Payroll shall verify/confirm the donor's available leave credit and that the donor retains seventy (70) hours of illness leave credit.

- h. The unit member receiving the leave credits will be compensated in seven (7) hour increments.
- i. Donated leave credits shall be logged in under the donor's name and deducted from each donor's accrued illness leave. Deducted illness leave days shall not be retrievable by the donating unit member. Unused illness leave days will remain in the catastrophically ill unit member's illness leave account.
- j. Notification to Unit Members of the Need for Donated Leave

The notification to unit members of the need for donated leave credits may include the following forms of communication:

- i) Newsletter prepared by the Association distributed to each PAU via Office mail.
- ii) E-mail notification to the PAUs provided from the Central Office
- iii) Phone trees established by the Association
- iv) Site representatives

D. Family and Medical Leave (FMLA)

Eligibility for Leave

Employees are eligible for unpaid family and medical leave if they meet the following conditions:

1. All unit members who have been employed full time for at least one (1) year.
2. Ten month employees will be deemed to have met the one year requirement if they serve the full school year.
3. Part time unit members who worked as full time employees for seventy-five percent (75%) including ~~vacation time and~~ fully paid illness leave during the previous twelve (12) months preceeding the commencement of the leave.
4. The unit member has the choice of the following options:
 - a. Exhaust all paid leave prior to the commencement of the FMLA/CFRA.
 - b. Exhaust all applicable personal necessity and all applicable illness leave prior to the commencement of the FMLA/CFRA.
 - c. Utilize FMLA/CFRA concurrently with applicable personal necessity, and illness leave ~~or vacation in lieu of sick leave.~~

Benefits While on Leave

Employees granted family or medical leave shall be entitled to the following benefits:

1. Medical coverage during the period of the leave at the same level of benefits and conditions that existed at the time the employee was working.
2. Any changes in medical benefit coverage that occurs during the period of the leave will be applied as if the employee was still working.
3. ~~Employees shall not accrue vacation leave during the period of the unpaid leave.~~

Definitions

As used for family and medical leave, the following definitions will be applied.

1. Eligible employee- means any full-time employee who has been employed for at least one year; twelve(12) months prior to the request for leave or part time unit member who worked as full time employees for seventy-five (75%) including ~~vacation time and~~ fully paid illness leave during the previous twelve (12) months preceding the commencement of the leave. Employees on ten (10) months contracts who work full-time at least one (1) school year will meet the "eligible employee" definition.

E. ~~Vacation (Limited to Salary Schedule D & H Unit Members)~~

1. ~~General Provisions~~

- a. ~~Effective July 1, 2012, unit members will not accrue vacation. Unit members will receive a pay out of vacation accrued by June 30, 2012 payable no later than October 1, 2012.~~

F. E. Reduced Work Program

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During the period of participation in the reduced workload program, the unit member is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Government Code Section 53201. Sick leave ~~and vacation~~ will accrue on a pro-rata basis.

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F. Soledad Enrichment Action Charter School (SEA) Unit Members Vacation

1. General Provisions

- a. SEA unit members' vacations shall be taken with prior authorization by the immediate administrator. Approval or denial of the SEA unit member's vacation request shall be based on a) ensuring program integrity, b) ensuring program continuity, and c) availability of qualified replacements.
- b. Legal holidays falling within a vacation period shall not be charged to the SEA unit member's vacation.
- c. No SEA unit member while on paid vacation shall be permitted to work for a school district within Los Angeles County in any capacity for which compensation is received.
- d. Upon request by the SEA unit member, earned vacation may be taken when the SEA unit member is ill, whether or not he/she has exhausted earned sick leave. The use of vacation in lieu of illness leave does not need prior authorization as indicate din E.1.a above.

2. Entitlement

- a. SEA unit members assigned to Salary Schedule D shall earn vacation at the rate of two (2) days for each month of full-time service (24 days per year). For vacation accrual, full-time service means that the SEA unit member must be on full-paid status for at least eleven (11) working days of the calendar month.

- b. SEA unit members earning vacation may use earned vacation in the fiscal year in which it is accrued or the following year. At no time, however, may a unit member accumulate more than forty-eight (48) days of vacation.

3. Vacation Allowance upon Termination

The monetary value of accrued vacation time up to a maximum of forty-eight (48) working days shall be paid to SEA unit members who terminate from service, and to any SEA unit member granted an unpaid leave of absence of any time for a period of six (6) calendar months or more.

4. Vacation Procedure

- a. Vacation requests for “off-season” time, i.e. other than around holidays and for summer, will be processed by the site administrator on a first come, first served basis, upon item E.1.a above.
- b. Vacation requests for holidays and summertime, “on-season time”, shall be requested during the month of May for the period of July 1 to December 31; and during the month of October for the period of January 1 to June 30th. A calendar of vacation requests shall be posted by July 1 and January 1 respectively.
- c. Vacation requests for such activities as cruises, tours, or any other type of activity that requires advanced reservations and commitment may be made and considered at any time. Approval or disapproval shall be communicated to the SEA unit member within five (5) days of receipt of the requests.

5. Vacation Conflict Resolution

When the program needs and replacement needs referred to in E.1.a above are met, but SEA unit members have conflicting vacation requests, the immediate administrator shall call a conference of all parties whose requests combine to produce conflict and attempt to resolve problems through mutual accord and compromise. Priority shall be given to vacation requests for blocks of time over intermittent days, such as every Wednesday or every other Monday and Friday. If this conference is unsuccessful, the administrator shall give preference to the SEA unit member with the longest Office seniority.

If a conflict arises between SEA unit members with the same seniority date, lots shall determine whose request shall be granted. Once the SEA unit member’s seniority option has been exercised, the SEA unit member moves to the bottom of the vacation preference list at that administrative unit or site for the following year.

SEA unit members administratively transferred during a school year shall retain their previously approved vacation choices. SEA unit members voluntarily transferred during the school year shall be subject to the conflict resolution stated in the above paragraphs.

Requests for change of vacations can be approved by the immediate administrator so long as no other SEA unit member's vacation priority is compromised or usurped.

ARTICLE XIV
SUMMER SCHOOL

5. Assignment

- g. All ESY assignments require a commitment to work the full ESY session. Any permanent teacher who fails to fulfill their commitment for ESY, absent good cause, will not be ~~considered~~ given preference for assignment in the subsequent school year.

JOINT HEALTH AND WELFARE BENEFITS NEGOTIATIONS

TENTATIVE AGREEMENT

Between and Among the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624
LOS ANGELES COUNTY EDUCATION ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99
and the
LOS ANGELES COUNTY OFFICE OF EDUCATION**

August 22, 2016

1. The Office will assume one hundred percent (100%) of the one-time cost for Health and Welfare increases for active unit members and employees effective January 1, 2017 through December 31, 2017. See attached rate sheet.
2. No later than June 1, 2017, the Office will meet with representatives of the bargaining units to negotiate an increase to existing caps, to be effective no later than January 1, 2018.
3. Active unit members and employees shall have the opportunity to opt-out of LACOE's medical plans if the unit member or employee can provide evidence of other health coverage effective January 1, 2017 through December 31, 2017. Active unit members and employees who opt-out of medical plans shall receive an annual amount of two-thousand dollars (\$2000.00), to be paid in ten (10) equal payments of two-hundred dollars (\$200.00) during the plan year. At least fifty-seven (57) active unit members or employees shall participate in the opt-out plan to activate plan payments. If there are not enough active unit members or employees enrolled in the opt-out plan to activate plan payments, unit members and employees participating in the plan may reinstate LACOE health coverage.

IN WITNESS WHEREOF, the Parties have executed and entered into this agreement as of the date first written above.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624

DATED: 8/22/16

BY: Eunice Lois Graham Grigsby
Eunice Lois Graham Grigsby
(Print Name)

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and Its CHAPTER 624

DATED: 8/22/16

BY: Michael Matteson L.R.R.
MICHAEL MATTESON L.R.R.
(Print Name)

LOS ANGELES COUNTY EDUCATION ASSOCIATION

DATED: 8-22-16

BY: Brian Christian
Brian Christian
(Print Name)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

DATED: 8/22/2016

BY: Beverly Carter
BEVERLY CARTER
(Print Name)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

DATED: 8/22/2016

BY: Michael Haberberger
MICHAEL HABERBERGER
(Print Name)

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: 8-22-2016

BY: Darren McDoffie
Darren McDoffie
(Print Name)

OFFICIAL RATIFICATION BALLOT

TENTATIVE AGREEMENT
Between
Los Angeles County Education Association
And
Los Angeles County Office of Education

For 2015-16 and 2016-17

VOTER ELIGIBILITY: Only MEMBERS of the LACEA/CTA/NEA are eligible to vote in this Ratification Election.

☐

YES, I APPROVE the Tentative Agreements

☐

NO, I DISAPPROVE and REJECT the Tentative Agreements

VOTING Aug. 31 - Sept. 15, 2016

Ballots must be returned to the LACEA office by Thursday, September 15, 2016

OFFICIAL RATIFICATION BALLOT

TENTATIVE AGREEMENT
Between
Los Angeles County Education Association
And
Los Angeles County Office of Education

2017 Health Insurance

VOTER ELIGIBILITY: Only MEMBERS of the LACEA/CTA/NEA are eligible to vote in this Ratification Election.

☐

YES, I APPROVE the 2017 Tentative Agreement for Healthcare Benefits

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NO, I DISAPPROVE and REJECT the Tentative Agreement for Healthcare Benefits

VOTING August 31 – September 15, 2016

Ballots must be returned to the LACEA office by Thursday, September 15, 2016