

TENTATIVE AGREEMENT
2017-2018 REOPENER AGREEMENT

Between and Among the
Los Angeles County Office of Education
And the
Los Angeles County Education Association

On June 21, 2018

This document includes all pending Tentative Agreements to date. Except as noted below, all other proposals are withdrawn, and all collective bargaining agreement not otherwise modified to date will remain the status quo.

**ARTICLE IX
COMPENSATION**

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G. Salary

a. Salary schedules A, B, and D will reflect an equity adjustment of 1.22% on the 2017-2018 salary schedules. Salary schedules G and H will reflect an equity adjustment of 4.6% on the 2017-2018 salary schedules. The parties recognize that salary schedules A-SLP, B-SLP and D-SLP are considered part of the schedules A, B, and D respectively, and therefore are entitled to the equity adjustments being applied to schedules A, B, and D.

a b. Effective July 1, 2015 2017, all unit members' salary schedules shall reflect a ~~three percent (3%)~~ one percent (1%) across the board salary increase over the 2014 2015 2016-2017 LACEA Salary Schedules A, B, C, D, G, H, I, A-SLP, B-SLP, and D-SLP. This salary increase shall be in addition to the equity adjustment in the preceding paragraph.

b c. ~~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.~~

Effective July 1, 2017, salaries on schedules A, B, D in columns IV, V and VI, and salaries on schedules G and H in columns A and B shall reflect an increase of \$1,000 over the 2016-2017 salaries on schedules. This increase is in addition to the equity adjustment and the across the board increase mentioned in subsections a. and b. above.

- e d. ~~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 \$1,000 at year 30, on the LACEA Salary Schedules A, B, C, D, G, H, I, A SLP, B SLP, and D SLP. 68 e.g. Footnote a. Anniversary increment commencing with the 14th year (\$700), 18th year (\$1,200), 22nd year (\$1,700), 26th year (\$2,200), 28th year (\$3,000) and 30th year (\$4,000) of service. Footnote b. Annual anniversary increment commencing with the: 12th year (\$1,200), 14th year (\$1,700), 18th year (\$2,200), 22nd year (\$2,700), 26th year (\$3,200), 28th year (\$4,000) and 30th year (\$5,000) of service.~~

Effective July 1, 2017 all anniversary increments on salary schedules A, B, C, D, G, H, I, A-SLP, B-SLP and D-SLP will be increased by \$1,000 over the anniversary increments as referenced in the 2016-2017 salary schedules. This increase is in addition to the equity adjustment and the across the board increase mentioned in subsections a. and b. above.

- e. The increases in subsections c. and d. above shall be calculated after the equity adjustments and the across the board increases in subsections a. and b. have been added to the salary schedules.

APPENDIX B

[replacing current Appendix B]

AGREEMENT ON ARTICLE VI DIVISION OF STUDENT PROGRAMS CALENDARS

The Division of Student Programs (DSP) will pilot a new calendar for the 2018-19 school year without changing contract language agreed upon in the 2015-2018 collective bargaining agreement.

I. Positive Work Year

LACEA members in 218 day assignments must have 218 scheduled work days between July 1, 2018 and June 30, 2019 out of 243 possible work days. Therefore, these unit members must schedule 25 non-work days over the course of the year. Non-work days do not carry over to the following school year.

II. Summer Break

The Office will establish three breaks (tracks, intersessions) during the summer consisting of 15 consecutive days. LACEA members will continue their current track unless otherwise authorized by the principal.

- A. No more than 33% of the staff may be out on summer break during any one time.
- B. Priority of summer break selection shall be granted to unit members based on seniority and mediated by site administration based on student need.

III. Winter Break and Spring Breaks

There will not be mandated breaks (tracks, intersessions) during the winter or spring break time periods. However, schools and teachers will observe holidays, board holidays, and board recess days.

IV. Remaining Non-Work Days

LACEA members may use their remaining 10 non-work days in a flexible fashion conditional upon:

- A. 5 non-work days must be taken consecutively.
 - 1. Consecutive non-work days cannot be added on to the end of the 2018-2019 summer break or beginning of the 2019-2020 summer break.
 - 2. Unit members must submit requests to take 5 consecutive non-work days to the site administrator by August 31, 2018. The site administrator or designee will review these requests and finalize schedules by September 30, 2018. The site administrator will assign 5 consecutive non-workdays to unit members who fail to submit these requests by August 31, 2018.
 - 3. Administration may deny any request that yields more than 33% of the staff out due to non-work days on any particular day. If there is a dispute over a denied request, the matter will be referred to HRS for resolution.
 - 4. Consecutive non-work day schedules will not be adjusted once finalized by the site administrator.
- B. The remaining 5 non-work days can be used at the LACEA member's discretion, subject to the limitations of this agreement.
 - 1. Unit members must request these days in NOVATime at least 48 hours in advance. These requests are subject to site administration approval. Requests that result in more than 33% of the staff out shall be denied.

2. LACEA members are permitted to work these five discretionary non-work days and will be paid at a rate of \$250 per day. Employees who wish to work these days must input these days in NOVATime as non-work days and then accept a substitute assignment through AESOP.
 3. Employees who have not scheduled the five discretionary non-work days by April 1, 2019 will have these days scheduled by the administrator.
- C. The 10 non-work days outside of the member's summer break, cannot be taken in September, April 22 through May 10 2019, and June 24 through June 29 2019.

V. Minimum Days

The last day prior to the winter break and of the school year will be minimum days.

VI. Effects on Other Articles of the CBA

For purposes of Article X, Section D, the start of the school year shall be defined as the first day following the completion of summer breaks.

VII. Monitoring and Data Collection

The Office will make comparisons to the 2016-17 and 2017-18 school years to gauge success of this pilot program. The comparison criteria may include, but is not limited to:

- A. Teacher absence rate
- B. Unfilled vacancy rate
- C. Student discipline and major incidents during extended teacher absences
- D. Stakeholder survey
- E. AESOP to NOVATime reconciliation data

LACEA Calendars are available on the LACOE website by accessing <https://www.lacoe.edu/Home/LACOE-Calendars>