

**UNIT D**  
**REOPENER AGREEMENT**  
**2013-2014**

This Reopener Agreement is made and entered into this 19 day of June 2014, by and between the Board of Education of the Los Angeles Unified School District ("District") and the California School Employees Association ("CSEA") for employees in Unit D (Office-Technical and Business Services).

Pursuant to Item D of the parties' 2011-2014 Memorandum of Understanding, dated June 8, 2011 (herein referred to as "2011-2014 Agreement"), the District and CSEA have met and negotiated in good faith regarding provisions of the 2011-2014 Agreement for 2013-2014. The parties hereby agree as follows:

- A. The parties' 2011-2014 Agreement shall remain in full force and effect pursuant to its terms. This Reopener Agreement, as amended herein, concludes negotiations for and is in full and final resolution of all matters relating to contract negotiations with respect to the 2013-2014 school year.
- B. For the 2013-2014 school year, the District and CSEA agree to the following with respect to compensation:
  - 1. A 2% off-schedule, lump sum salary payment, on a one-time basis, based upon and limited to all actual 2013-14 earnings paid on base salary tables. If any other unit of LAUSD receives a lump sum salary payment above 2% of base salary for the 2013-2014 school year, CSEA Unit D shall receive the same percentage increase.
  - 2. Health and Welfare Benefits: The District contribution rate for the 2013-2014 fiscal year is funded in accordance with the 2012-2014 Health Benefits Agreement on Health and Welfare. As set forth in that Agreement, for the 2013-2014 fiscal year, the District's total contribution to the health fund represents an approximate 4.6968% on-going increase in total contribution for 2013 and a 4.4838% on-going increase in total contribution for 2014.
- C. The parties' 2013-2014 Agreement shall be further modified as follows:
  - 1. Article IX, Hours and Overtime, shall be modified as attached.

The above is subject to ratification by the CSEA membership of Unit D and to final approval by the LAUSD Board of Education.


Date of Agreement: 6/19/14

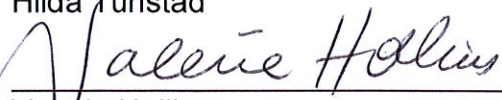
Los Angeles Unified School District  
By: Vivian Ekchian  
Vivian Ekchian, Chief Labor Negotiator  
Office of Labor Relations

California School Employees Association  
By: Letetsia Fox  
Letetsia Fox, Negotiations Chair

  
\_\_\_\_\_  
Linda Perez, President

  
\_\_\_\_\_  
Jena Glymph-Williams

  
\_\_\_\_\_  
Franny Parrish

\_\_\_\_\_  
Hilda Tunstad  
  
\_\_\_\_\_  
Valerie Hollins

Adopted and approved by the Board of Education on \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Richard Vladovic, Ed.D., Board President

**Article IX - Hours and Overtime**  
**HOURS AND OVERTIME**

1.0 ...

7.0 Work Schedule Changes: A change in work schedule is defined as a modification of a unit employee's start and stop time, without a change in number of daily assigned hours.

a. The work schedule may be changed under the following circumstances:

- 1) when mutually agreed to by the employee and the employee's supervisor; or
- 2) in an emergency; ("Emergency" means any situation that could severely disrupt the instructional program and/or the administration of the District which could not be reasonably anticipated or could constitute a threat to the safety of students or anyone on the campus of the affected school site; or
- 3) when the employee is given a minimum of fourteen (14) calendar days notice prior to the effective date of a change in work schedule.

b. The employee's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the employee.

c. Employees shall be entitled to a temporary exemption from a change in work schedule if all of the following conditions are met:

- 1) The employee verifies enrollment in a course in an institution of higher education where classes have begun and the time of the class conflicts with the proposed work hours.
- 2) The course cannot be rescheduled at a time compatible with the proposed work hours.
- 3) The temporary exemption does not adversely affect other employees in the work group and the District operations can continue as required without the payment of overtime.

*Linda Perez*

5/22/14  
TA  
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*[Handwritten signature]*

District Counter Proposal  
5/22/14

- 4) Any temporary exemption granted will end upon completion of or withdrawal from the course.

If there is a conflict in a work group because more than one employee desires a temporary exemption, the employee with the greatest District seniority shall be entitled to the temporary exemption.

d. The employee may be granted a temporary exemption up to thirty (30) calendar days due to the day care needs of a child under the age of 16 residing in the employee's residence. The request shall be made in writing to the administrator and shall include documentation to support the exemption if requested by the administrator.

8.0. ...