

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS ANGELES CHAPTER 500 –
UNIT D MEMORANDUM OF UNDERSTANDING
2023-2026**

This Tentative Agreement is made and entered into this 11th day of December, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and the California School Employees Association and its Los Angeles Chapter 500 ("CSEA") for employees in Unit D (Office-Technical and Business Services).

Pursuant to the parties' 2020-2023 Agreement, the District and CSEA have met and negotiated in good faith and have completed their negotiations for a Successor collective bargaining agreement. This 2023-2026 Agreement is the successor to the parties' 2020-2023 Agreement and is the final resolution to all matters. The parties hereby agree as follows:

The term of this Agreement shall cover a period beginning July 1, 2023 through June 30, 2026 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice). The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2023 Agreement are incorporated as part of the LAUSD-CSEA 2023-2026 Successor Agreement except as modified below, or as required to make appropriate, mutually agreed to, non-substantive language corrections.
- B. **COMPENSATION:**
1. **2023-2024 Salary Increase:**
- a. Based on the salary table effective July 1, 2023, all Unit D bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
 - b. Based on the salary table effective January 1, 2024, all Unit D bargaining unit members shall receive \$2.00 per hour on-schedule wage increase (or its equivalent for salaried employees) applied to all pay scale groups and levels of the base salary tables.
 - c. Effective January 1, 2024, after the application of B1(b) above, Unit D classifications of Office Technician, Parent Education Support Assistant and Parent Resource Assistant whose Step 1 is below \$22.52, will be increased to \$22.52 at Step 1 with the subsequent steps adjusted accordingly.
 - d. Effective January 1, 2024, after the application of B1(c) above, a salary step six (6) and a salary step seven (7) will be added to the existing salary schedule for the Senior Office Technician and Senior Parent Education Support Assistant Classifications.

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UNIT D MEMORANDUM OF UNDERSTANDING
2023-2026**

- e. Effective January 1, 2024, after the application of B1(b) above, Steps 1 – 4 of Unit D Classifications of Microfilm Operator and Clerk will be eliminated and will have a single flat rate salary at the step 5 rate.
- f. Effective January 1, 2024, after the application of B1(b) above, Student Integration Helper classification hourly rate will be increased to \$22.52 as a single flat rate.

C. ADDITIONAL AGREEMENTS:

- 1. Article IV CSEA Rights
- 2. Article IX Hours and Overtime
- 3. Article X Evaluation Procedure
- 4. Article XI Leaves of Absence
- 5. Article XII Wages and Salaries, Pay Allowances, Differentials, and Special Salary Practices
- 6. Article XV Professional Growth
- 7. Article XVII Holidays
- 8. Article XXII Term of Agreement


D. TERM OF AGREEMENT: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2026, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations for the 2024-2025 and 2025-2026 school years as follows:

- 1. 2024-2025 Reopener: Effective June 30, 2024, CSEA may reopen one (1) article.
- 2. 2025-2026 Reopener: Effective March 1, 2025, CSEA may reopen one (1) article.

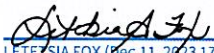
The above is subject to ratification by the members of Unit D and final approval by the LAUSD Board of Education.


Date of agreement: December 11, 2023


Los Angeles Unified School District

By: 
On behalf of LAUSD


California School Employees Association,
Los Angeles Chapter 500

By: 
LETETZIA FOX (Dec 11, 2023 17:24 PST)
Letetsia Fox, President

By: 
Franny Parrish, Bargaining
Team Member

By: 

Jocelyn Callot, Bargaining Team
Member

By: 

[Christopher Crump \(Dec 11, 2023 17:31 PST\)](#)
Christopher Crump, Labor
Relations Representative

By: *Caden Stearns*

[Caden Stearns \(Dec 11, 2023 17:32 PST\)](#)
Caden Stearns, Labor Relations
Representative

By: *Matthew Korn*

[Matthew Korn \(Dec 11, 2023 17:34 PST\)](#)
Matthew Korn, Labor Relations
Representative

Adopted and approved by the Board of Education on _____, 2024.

By: _____
Jackie Goldberg, President

CSEA Proposal: 7-20-23; emailed 8-3-23
District Counter Proposal: 8-30-23
CSEA 10-10-23 Emailed Counter Proposal 9-22-23
11-13-23 District Counter Proposal

ARTICLE IV

CSEA RIGHTS

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3.0 Release Time:

a. Negotiations: No more than ~~five (5)~~ six (6) negotiating team employee representatives designated by CSEA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. CSEA and the District may agree that additional employees shall receive such released time.

b. CSEA Annual Conference: The District shall grant paid release time to up to eight (8) elected delegates from CSEA Chapter #500 to attend the CSEA Annual Conference for up to five (5) days. Notification must be provided to the District at least twenty (20) days in advance of the need for such absence.

c. ~~Job~~ Union Stewards: Except as already provided for in Article V Grievance Procedure, Section 3.0 and to the extent such cannot be reasonably handled during non-duty hours, and if the needs of the service allow, job stewards designated by the Association shall, after providing at least forty-eight (48) hours' notice to his/her immediate supervisor, be released from duty with no loss of pay for the purpose of representing unit members in the case of any disciplinary or investigative meeting; representing unit members in any reasonable accommodations or interactive process proceedings; or representing unit members in any evaluation appeal. Such release time shall be limited to one hundred (100) cumulative hours per year and no individual shall be released on more than two (2) occasions per month, and a cumulative total of twenty (20) hours per year.

4.0 List of Employees: CSEA shall be provided ~~quarterly~~ upon request of the Association, a current list of names, employee numbers, classifications, addresses, and work locations of all employees covered by this Agreement.

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9.0 Attendance at District Meetings or Committees: Employees designated by CSEA may attend District meetings or committees as follows:

9.1 CSEA shall provide the District with a list of its designated employees.

9.2 When the agenda of a particular meeting is immediately relevant to the bargaining unit and attendance by an employee would be meaningful in terms of obtaining information for dissemination to the bargaining unit or the employee's participation in the discussion is desired, one non-school based employee shall be given reasonable released time to attend Personnel Commission meetings. Upon prior notice to the District, under special circumstances, a school based employee may be substituted.

9.3 When CSEA is invited to send an employee participant to a District-sponsored committee or meeting, one designated employee shall be given reasonable released time to attend.

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12.0 School Calendar(s): In the Spring of each year during the term of this Agreement, the District shall provide to CSEA a copy of the draft school calendar(s) developed for discussions with the representative of the District's teachers. CSEA shall have the opportunity to provide comment to the District on the calendar(s) prior to the District's formal calendar discussions with the teachers' representatives. Additionally, CSEA shall have the opportunity to provide input to the District prior to the implementation of calendars that have an effect of Unit D employees. The District shall contact CSEA to set up meetings for this purpose.

ARTICLE IX

HOURS AND OVERTIME

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2.0 Overtime

2.1 To the extent practicable, the District shall ~~use reasonable efforts to~~ distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need and employee availability in making the distribution. Each office, operational unit, or work group shall maintain a list of employees by classification and on a rotational basis offer overtime by the effective assignment date at the site. ~~who have made a request in writing for overtime assignments. The order of placement on the list shall be based upon the order in which the supervisor received the written request. In case of simultaneous requests, the order of placement shall be based upon District seniority. Where there are insufficient or no written requests, upon reasonable notice, an~~ If no employee accepts the offer to work the overtime assignment, on a rotational basis, employees shall be required to work overtime as needed in reverse order by the effective assignment date at the site. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the District will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.

Scheduling or assigning of additional paid work including Z-time shall not be done on an arbitrary, capricious, discriminatory or retaliatory basis, nor shall it be denied or limited for any of these reasons.

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

- 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 affecting 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

Article IX - Hours and Overtime

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.
- 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. **CCL**

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. Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned hours.

9.0 ~~The District will implement an equitable rotational system for overtime and Z-time for Spring 2019. The parties will meet and confer over the method of equitable rotational system.~~

ARTICLE X

EVALUATION PROCEDURE

1.0 Schedule: Employees shall be evaluated in accordance with the following schedule:

a. Probationary employees shall be given performance evaluations no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period.

b. Permanent employees shall be given performance evaluations at least once every year. The District shall make a reasonable effort to issue the employee's annual evaluation at least twenty (20) working days prior to the end of the employee's assignment basis for that school year. If a below standard evaluation is to be issued it shall not be issued after the last day of the assignment basis.

2.0 Procedure to be Followed: Performance evaluation reports shall be made on forms prescribed by the District or may be done by separate memorandum.

2.1 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In completing the evaluation, the evaluator shall consider the employee's performance over the entire evaluation period. In evaluating the quality and/or quantity of an employee's work, the supervisor shall also consider employee workload and the extent to which established priorities of work assignments are met. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.

2.2 The evaluator shall be at a supervisory level or higher, and where applicable, shall consult with the staff person (outside of the bargaining unit) responsible for directing the employee's work. The evaluator shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. Signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee; and one copy to the evaluator.

2.3 If any category on the performance report is rated lower than "meets standards," the following will be included on the evaluation:

- (a) statement of the problem or concern,
- (b) the desired improvement,
- (c) suggestions as to how to improve, and
- (d) provisions for assisting the employee.

Article X – Evaluation Process

2.4 Before an employee can be rated as lower than “meets standards” on Overall Work Performance solely due to excessive absences, the District must have met with the employee to discuss the reason for absence, and the supervisor must have warned the employee that the absences are being considered excessive.

2.5 If an evaluator rates an employee’s overall performance as lower than “meets standards”, for reasons other than those that are set forth in 2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than “meets standards” rating, and if the employee was not previously so advised, then the evaluator shall note why not.

Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 3.0 of this Article, but shall not otherwise be challengeable by the employee or the Association.

3.0 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the appropriate Local District Superintendent, or division head, or designated representative within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by CSEA if the employee so desires, the meeting shall then take place at a date and time mutually agreed upon by both parties with the understanding that non-availability of the representative beyond ten (10) working days shall not delay the meeting. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

ARTICLE XI

LEAVES OF ABSENCE

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8.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee’s immediate family provided acceptable proof of death and relationship is provided if requested and the leave of absences commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. ~~Brother~~ Sibling
- g. ~~Sister~~

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CSEA Proposal: 8-30-23
DISTRICT Counterproposal: 9-22-23
DISTRICT Counterproposal: 11-13-23
CSEA Counterproposal: 11-30-23
District Counterproposal 11-30-23
CSEA Counter Proposal: 11-30-23
District Counter: 12-11-23

ARTICLE XII
WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND
SPECIAL SALARY PRACTICES

1.0 Wages and Salaries: The wages and salaries for Unit employees have been negotiated in good faith between CSEA and the District and shall be as set forth in Appendix A of this Agreement. The wages and salaries set forth in Appendix A are intended to, and do, meet any prevailing wage obligations which are or may be imposed upon the District.

2023-2024 SALARY INCREASE:

- a. Based on the salary table effective July 1, 2023, all Unit D bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- b. Based on the salary table effective January 1, 2024, all Unit D bargaining unit members shall receive \$2.00 per hour on-schedule wage increase (or its equivalent for salaried employees) applied to all pay scale groups and levels of the base salary tables.
- c. Effective January 1, 2024, after the application of B1(b) above, Unit D classifications of Office Technician, Parent Education Support Assistant and Parent Resource Assistant whose Step 1 is below \$22.52, will be increased to \$22.52 at Step 1 with the subsequent steps adjusted accordingly.
- d. Effective January 1, 2024, after the application of B1(c) above, a salary step six (6) and a salary step seven (7) will be added to the existing salary schedule for the Senior Office Technician and Senior Parent Education Support Assistant Classifications.
- e. Effective January 1, 2024, after the application of B1(b) above, Steps 1 – 4 of Unit D Classifications of Microfilm Operator and Clerk will be eliminated and will have a single flat rate salary at the step 5 rate.
- f. Effective January 1, 2024, after the application of B1(b) above, Student Integration Helper classification hourly rate will be increased to \$22.52 as a single flat rate.

REOPENER:

1. 2024-2025 Reopener: Effective June 30, 2024, CSEA may reopen one (1) ~~economic~~ article.
2. 2025-2026 Reopener: Effective March 1, 2025, CSEA may reopen one (1) ~~economic~~ article.

CSEA Proposal: 11-30-23
District Counterproposal 11-30-23
CSEA Counter Proposal: 11-30-23
District Counter: 12-11-23

Article XV – Professional Growth

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4.0 Professional Growth Reimbursement: The District may grant professional growth reimbursement to permanent Unit employees under the conditions specified below:

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g. Reimbursement shall be limited to a maximum of ~~\$850~~ \$1000 for any individual employee during any twelve (12) month period.

CSEA proposal to LAUSD - Article XVII Holidays 6/1/23

1.0 Holidays: An employee in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in "a" through "c".

January 1 New Year's Day
The date declared in January declared by the Board Martin Luther King, Jr. Day
Third Monday in February President's Day
Last Monday in May Memorial Day
June 19 **Juneteenth**
July 4 Independence Day
The date declared by the Board Admission Day
First Monday in September Labor Day
November 11 Veterans Day
That Thursday in November proclaimed by the President Thanksgiving Day
Day following Thanksgiving Day Thanksgiving Friday
December 25 Christmas Day
That date declared by the Board Alternate Lincoln Day Observance

RD 7/20/23

District proposal: 9-22-23
CSEA Counter Proposal: 11-30-23
District Counter: 12-11-23

ARTICLE XXII

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon ratification by the CSEA membership of Unit D and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2026, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.

2.0 Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the District or CSEA at any time after January 1, 2026.