

**UNIT H**  
**REOPENER AGREEMENT**  
**2007-2008**

This Reopener Agreement is made and entered into this 6th day of March 2009, by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles School Police Sergeants & Lieutenants Association ("LASPSLA") for employees in Unit H (Sergeants and Lieutenants).

Pursuant to Item C of the parties' 2005-2008 Memorandum of Understanding, dated June 5, 2007 (herein referred to as "2005-2008 Agreement"), the District and LASPSLA have met and negotiated in good faith regarding provisions of the 2005-2008 Agreement for 2007-2008. The parties hereby agree as follows:

- A. Except as modified herein and by the 2006-07 Reopener Agreement, the parties' 2005-2008 Agreement shall remain in full force and effect pursuant to its terms. This Reopener Agreement concludes negotiations for and is in full and final resolution of all matters relating to contract negotiations with respect to the 2007-2008 school year.
- B. For the 2007-2008 school year, the District and LASPSLA agree to the following with respect to compensation:
1. The September 18, 2007 Coordinated Bargaining: Health and Welfare Agreement between the District and Unions/Associations Representing District Employees ("Health and Welfare Benefits MOU") covers the manner in which health and welfare costs are addressed for the 2008 calendar year (CY) and thereby the 2007-2008 school year. The parties agree increases for benefited employees' health and welfare benefits cost represent an increase in compensation, and that such increased expenditure is an essential component of 2007-2008 total compensation. In accordance with the terms of the Health and Welfare Benefits MOU, the parties further agree:
    - a. For CY 2008, the District contribution in support of the cost of health and welfare benefits for District employees under the status quo plans shall not exceed \$816.4 million (i.e., \$803.4 million plus growth). The cost of health and welfare benefits for District employees under the status quo plans for CY 2008 is projected to be \$857.0 million, including \$5.1 million in administrative costs, and a \$10.7 million reduction in the District's costs attributable to participants' COBRA payments and payments from conversion charter schools for their employees. The projected cost for CY 2008 does not include the added cost of newly eligible cafeteria workers per the August 28, 2007 Board Resolution; this cost will therefore be added to the projected CY 2008 cost set forth herein.
    - b. Applying the projected \$43.0 million balance from CY 2007 (section I(3) of the September 18, 2007 Health and Welfare Benefits MOU) to this projected CY 2008 cost results in the projected cost of benefits being covered and fully paid for in CY 2008, with a left over unrestricted ending balance of \$2.4 million. Any Medicare D reimbursements attributable to CY 2007 would be added to this ending balance.

- c. All of the foregoing dollar amounts are projected figures upon which the parties are currently relying as a basis for this Agreement. Accordingly, the parties acknowledge that one or more of these figures could change, which may increase or decrease the actual cost of benefits for CY 2008 and, as a result, may increase or decrease the projected unrestricted ending balance of \$2.4 million for CY 2008, which by the September 22, 2006 Health and Welfare Benefits MOU must be applied toward the reserve to defray the future increased costs of health benefits.
- d. The foregoing figures and calculations do not include any Medicare D reimbursements attributable to CY 2008. Pursuant to the September 22, 2006 Health and Welfare Benefits MOU, such funds will also be reserved to defray the future costs of health benefits.
- e. Article XV, Health and Welfare, is deemed to be modified as set forth above.

C. The parties' 2005-2008 Agreement shall be further modified as follows:

1. Appendix B, Allowances and Differentials, shall be modified as attached.

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

Date of Agreement: March 6, 2009

Los Angeles Unified School District

Los Angeles School Police  
Sergeants & Lieutenants Association

By: Gail Hughes  
Gail Hughes, Assistant Superintendent  
Office of Staff Relations

By: Paul Quezada, Jr.  
Paul Quezada, Jr., Chairman

Adopted and approved by the Board of Education on July 14, 2009.

By: Monica Garcia  
Monica Garcia, Board President

APPENDIX B  
ALLOWANCES AND DIFFERENTIALS

4.0 Peace Officers Standards and Training (P.O.S.T.) Certification:

a. All full time unit members in sworn peace officer positions who have obtained an Intermediate Certificate issued by the Commission on Peace Officer Standards and Training of the State of California (P.O.S.T.) or equivalent shall receive \$135 per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate or equivalent shall receive \$185 per pay period. Beginning July 1, 2008, all full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Supervisory Certificate or equivalent shall receive \$235 per pay period. Beginning July 1, 2008, all full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Management Certificate or equivalent shall receive \$285 per pay period.

b. P.O.S.T. Certificate increments shall be paid as of the first day of the pay period following satisfactory demonstration to the Chief of Police or his/her designee that the unit member qualified for either the ~~Intermediate or Advanced~~ P.O.S.T. Certificate increment.

c. A unit member may receive only one of the four P.O.S.T. Certificate increments ~~but not both~~ identified above.

d. The P.O.S.T. increment is to be paid as a flat amount and shall be a part of the unit member's basic wage for the purpose of computing overtime.

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