

TENTATIVE AGREEMENT

Between
Los Angeles County Office of Education (LACOE)
And the
California School Employees Association and its LACOE Paraeducators 624 (CSEA)

July 19, 2021

Except as noted below, all other 2020-2021 reopener negotiations proposals are withdrawn, and all collective bargaining language not otherwise modified will remain status quo.

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ARTICLE VIII PROCEDURES FOR EVALUATION OF PERFORMANCE

A. Procedures

1. Written evaluations for permanent and probationary unit members shall be on the Office's Electronic Evaluation Tool (EET) form ~~(See Appendix P)~~. Upon request by the Association, the Association may provide input about the EET form to be adopted by the Office.

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The evaluation process shall be a two-step process. The first step is for the administrator and unit member to identify areas of growth and opportunities for training. It will be the administrators charge to provide the trainings outlined in the evaluation without unreasonable delay and where the identified training is not readily available the administrator will inform the unit member in writing so they can identify other training opportunities. Said trainings will be on paid time with unreasonable denial to train on minimum days. The second step in the evaluation process would be the conclusion or outcome of the previous meetings. If an administrator is unable to meet both steps of the evaluation process, then they could not render a negative evaluation to the unit member.

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5. The unit member shall ~~receive a copy of~~ have access to his/her their evaluation and be notified on the approved form that he/she has ten (10) working days to attach a rebuttal should he/she so desire, prior to the evaluation being filed in his/her official personnel file.

6. The signature of the employee and that of the immediate administrator shall be entered on the ~~evaluation form~~ EET. Should the employee refuse to sign, that fact shall be noted on all copies of the evaluation form before the form is filed.

B. Criteria

Evaluations shall be based on standards, competencies and criteria appropriate for the classification and assignment of the unit member, along with standards established by the division and Office with input by an established CSEA committee.

All other provisions of Article VIII Procedures for Evaluation of Performance are to remain intact.

~~(See Appendix P)~~.

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ARTICLE IX COMPENSATION

A. Salary

Effective July 1, 2020, the salary schedule for all active unit members shall be increased by 3% at all steps and ranges on the CSEA 2020-2021 Paraeducator Salary Schedule R.

Effective July 1, 2021, the salary schedule for all active unit members shall be increased by 3% at all steps and ranges on the CSEA 2021-2022 Paraeducator Salary Schedule R.

B. Insurance Fringe Benefits

Unit members shall be responsible for any portion of the premium in excess of the Office's contribution, which shall be paid by monthly payroll deduction. LACOE agrees to maintain as a maximum the annual Office contribution to employee health and welfare benefits for CSEA effective January 1, 2022 as follows:-

- a. Single – \$9,300-
- b. Two Party – \$18,000-
- c. Family – \$23,000-

B. Insurance Fringe Benefits

Unit members shall pay for any portion of the premium in excess of the Office's contribution, which shall be paid by tenthly payroll deduction. LACOE agrees to maintain as a maximum the annual Office contribution to employee health and welfare benefits for CSEA effective January 1, 2022 to December 31, 2022, as follows:

Single – \$9,455 plus the dollar amount to align this cap equal to the weighted average of the overall increase for all premium costs for plans with unit members in this tier.

Two Party – \$18,000 plus dollar amount to align this cap equal to the weighted average increase for all premium costs for plans with unit members in this tier.

Family – \$23,000 plus dollar amount to align this cap equal to the weighted average increase for all premium costs for plans with unit members in this tier.

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C. Child Care

The Office will budget funds for the reimbursement a unit member for the registration and insurance fee at a licensed child care facility up to a total of ~~\$80~~ \$125 per year per active unit member at the beginning of each fiscal year for care of a child or legal dependent or minor immediate family member living in the same household as the unit member. The unit member must submit the name and license number of the facility prior to any

reimbursement. At the end of the fiscal year on or about June 30th, LACOE will redistribute all unused childcare fees to each active bargaining unit member equally.

ARTICLE X TRANSFER PROCEDURES

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E. Filling

1. When a new position is created or an existing position becomes vacant, ~~and is not filled by an administrative transfer or from a preferred reemployment list,~~ the Office shall first consider those unit members who have filed a voluntary transfer request. Secondly, the Office shall offer a vacant position to those on the reemployment list. Thirdly, the Office shall offer a vacant position to ~~along with those on "other" promotional and eligibility lists.~~

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H. Exchange Transfers

A position may be exchanged between two unit members ~~and after review by with the mutual agreement of the site administrators~~ involved in the transfer. The transfer shall not be denied based on arbitrary or capricious reasons. If denied, the unit member may appeal the denial to the Director of Human Resource Services.

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APPENDIX O CAREER LADDER

The ~~goal of this appendix Office and California School Employees Association, Chapter 624, agree to meet and develop a~~ is to create career ladder opportunities for paraeducators current bargaining unit members. The goal includes, but is not limited to, is to create opportunities for paraeducators to move into teacher level positions.

Within a month of ratification of agreement of this appendix, the parties mutually agree to form a committee to explore possibilities, including, but not limited to, the following topics:

1. Educational and career advancements including but not limited to degrees, certifications, and job classifications that a paraeducator aspires to achieve.
2. The job experience of bargaining unit members shall be taken into consideration when applying for promotions and job classifications within LACOE.
3. The Office shall offer professional development training and tuition reimbursement for current bargaining unit members who wish to apply for LACOE central job classifications.
4. Job classifications and years of experience will be considered in lieu of minimum qualifications when the unit member is currently on an educational, training and/or certification track to meet the qualifications.

The parties agree to meet to discuss progress on these topics on a quarterly basis and there would be a minimum of two (2) bargaining unit members in addition to one alternate serving on the committee.

IN WITNESS WHEREOF, the Parties have executed and entered into a Reopener Agreement for July 1, 2020 – June 30, 2021. The Parties have executed and entered into the following tentative agreements as of July 6, 2021:

Article VIII Procedures for Evaluation of Performance
Article IX Compensation
Article X Transfer Procedures
Appendix O Career Ladder

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: Jul 27, 2021

By: 
Nick Stephany (Jul 27, 2021 11:02 PDT)

Nick Stephany

(Print Name)

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION and its CHAPTER 624**

DATED: Jul 27, 2021

By: 
Maranita Porter (Jul 27, 2021 15:05 PDT)

Maranita Porter

(Print Name)

Jul 27, 2021


April Vidrio (Jul 27, 2021 14:58 PDT)

April Vidrio