

SEIU, Local 99
Unit F
MEMORANDUM OF UNDERSTANDING
2020-2021

This Tentative Agreement is made and entered into this ____ day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

Pursuant to the parties' 2017-2020 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for the 2020-2021 Agreement. This 2020-2021 Agreement is the successor to the parties' 2017-2020 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.
- B. **COMPENSATION:**
- I. **2020-2021:**
- Retention & Appreciation Bonus:**
In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.
- C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.
- 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, 2021, 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 no reopeners.

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

Date of agreement: 3/14/23

Los Angeles Unified School District

By: Tommy D. Higgins
On Behalf of LASUD

SEIU, Local 99

By: [Signature]
On Behalf of SEIU

Adopted and approved by the Board of Education on _____, 2023.

By: _____
Jackie Goldberg, President
LAUSD Board of Education

SEIU, Local 99
Unit F
MEMORANDUM OF UNDERSTANDING
2021-2024

This Tentative Agreement is made and entered into this 24 day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

Pursuant to the parties' 2020-2021 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2021-2024 Agreement is the successor to the parties' 2020-2021 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2020-2021 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections.

B. **COMPENSATION:**

I. **2021-2022:**

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

II. **2022-2023:**

Salary Increase:

Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. **2023-2024**

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

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C. **ADDITIONAL AGREEMENTS:**

1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

D. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** Pursuant to the terms of the 2020-2021 Successor agreement, the parties agree that this successor agreement term will be July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations have concluded.

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

Date of agreement: 5/24/23

Los Angeles Unified School District

SEIU, Local 99

By: Tony D. Ngia
On Behalf of LASUD

By: [Signature]
On Behalf of SEIU

Adopted and approved by the Board of Education on _____, 2023.

By: _____
Jackie Goldberg, President
LAUSD Board of Education

District Proposal 9/16/2022
SEIU Counter 10/20/2022
District Counter 10/28/2022
SEIU Counter 11/10/2022
District Counter 12/9/2022
SEIU Counter - None
District Counter 12/20/2022
SEIU Counter - None
District Counter - 3/17/2023
SEIU Counter - None
District Counter - 3/18/2023
District Counter - 3/23/2023

SALARIES

I. 2020-2021:

Retention & Appreciation Bonus:

In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive \$1,000 as a one-time retention and appreciation bonus.

II. 2021-2022:

Salary Increase:

Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. 2022-2023:

Salary Increase:

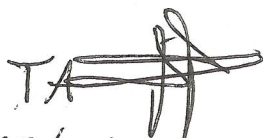
Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.


IV. 2023-2024

Salary Increase:

Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

Effective January 1, 2024, all SEIU bargaining unit members shall receive \$2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

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For SEIU Local 99

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3/24/23
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SEIU Proposal – 3/14/2022
District Counter – 9/9/2022
SEIU Counter – 10/13/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 3/23/2023

Unit F - ARTICLE VI

NON-DISCRIMINATION AND RESPECTFUL TREATMENT

1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

2.0 Employees may grieve alleged violations of the above section ~~(Section 1)~~ through Steps I, II, and III of the grievance procedures of Article V. Any such grievance may, at the Union's request, then proceed to arbitration pursuant to Article V, Sections 11.0 through 16.0 upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. All other section(s) in this Article shall be grievable through the grievance process of this collective bargaining agreement with no restrictions or modifications.

3.0 All employees are valuable partners in the school district and as such shall be treated with respect and dignity. The District and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient operation of the District and its mission. This section is not intended to impede or interfere with work direction, assistance and guidance or training that supervisors are routinely expected to provide. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated. This section ~~will not~~ shall be grievable through the grievance procedures of this collective bargaining agreement.

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in "abusive conduct" as defined by California Government Code 12950.1, as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious." The arbitrator shall only make a determination whether "abusive conduct" occurred but would not have any authority to order any remedies. Any claims for worker's compensation benefits shall be subject to the California Worker's Compensation Act and the exclusive jurisdiction of the Worker's Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct founded by the arbitrator.

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b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

c. Rescheduling / Cancellation Expenses: All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

3.1 Bulletins 5798 and 6612 include processes for filing complaints related to workplace violence, bullying, threats, discrimination and harassment against certain protected categories. These bulletins may change as the District finds it necessary to update its policies and procedures. These bulletins are included in this section for information purposes only and will not be grievable through the grievance procedures of this collective bargaining agreement. The District and SEIU will continue its collaborative relationship to address issues and concerns that arise during the regular course of business from implementation of these bulletins and the appropriate processes.

3.2 Definitions: The terms below have been defined in Bulletin 5798.0, Workplace Violence, Bullying and Threats.

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:

- i. Reasonable fear of harm to person or property of the target(s)
- ii. Substantially detrimental effect on physical or mental health of the target(s)
- iii. Substantial interference with work performance
- iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.

Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

4.0 There shall be a special committee promoting the Development and Uplifting of Talented Staff to Serve all Students. The Committee shall meet no less than four (4) times during 2023-2024, and three (3) times each year following. The Committee shall include two (2) members from each Bargaining Unit, and up to six (6) District appointees. The Committee shall make

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recommendations regarding elevating the status of classified employees and ensuring the Respectful Treatment for all.

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SEIU Proposal – 4/7/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 2/24/2023
District Counter – 3/23/2023

Unit F - ARTICLE XV

HEALTH AND WELFARE

1.0 General: The District's contribution obligation for medical benefits for qualified employees shall be defined as, and limited to, the dollar amount which is to be established as follows: 100% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefits comparable thereto. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

2.0 Coverage: Coverage shall be limited to eligible employees (see Section 4.0) who elect to enroll (see Section 5.0). Coverage shall be for eligible employee only. For employees who work 800 hours or more in a year in any one assignment in the previous school year, a contribution for medical benefits will be provided which will be 100% of the annual premium cost for an employee only Kaiser Plan or different plan with benefits comparable thereto; and a dental and vision plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

2.1 Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

3.0 District Contribution Obligations: (as to all eligible District personnel): The District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix (X) for informational purposes only.

4.0 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 4.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

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~~Eligible dependents and documentary proof of status required are as follows:~~

a. Documentary Proof of Status Required for Dependents

<u>Dependents</u>	<u>Documents Required (copy)</u>
Legal Spouse	State- or County-issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)
	At least two of the documents listed in Section 4.0b.(9) below
Child, to age 26*	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 26*	Birth Certificate and income tax return showing student status
Adopted Child, to age 26*	Adoption papers
Child who is a Legal Ward, to age 26*	Court Order establishing legal guardianship

*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

a~~b~~. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

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- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

b.c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)* may continue to be covered beyond age twenty-six (26)*.

~~2.2 This proposal will continue the current practice which does not include eligibility for lifetime retirement health benefits for Unit F employees.~~

4.2 Unit F employees will continue the current practice which does not include eligibility for retirement health benefits.

3.0 5.0 Plan Revisions Through the District-wide Health and Welfare Committee: A District-wide Health and Welfare Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative,

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each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the unions present and voting.

c. Authority -- Subject to the terms of subsection h. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process.

d. The Committee may investigate the creation during the term of this agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon Committee approval.

e. The Committee shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 4.0 below).

g. Effective no later than January 1 of any plan year, Local 99 shall have the option of informing (in writing) the District and the other unions participating in the Health and Welfare Committee of its intent to remove an amount equivalent to the District's annual expenditure cost for Unit F health benefit expenditures (excluding the cost of funding an EAP plan for unbenefitted employees) (the "expenditure amount") and assume the responsibility of providing a benefit program for its Unit F members, or having the District design and administer a health benefit program for its Unit F members. However, any removal of said expenditure amount shall be subject to the precondition of nine months' written notice to the District regarding Local 99's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

h. Local 99 shall appoint a representative to monitor the District's participation in the Public Agency Retirement System (PARS). Local 99 shall have the right to attend all meetings of the PARS board (except as otherwise limited by the PARS board) and shall be entitled to all correspondence to the District concerning the status of District investments with PARS. It is understood that Local 99 shall not represent the District at meetings of the PARS board. Local 99 shall report regularly to the LAUSD Health Benefits Committee regarding the status of the LAUSD PARS investments.

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~~4.0~~ 6.0 Eligibility for Plans: In order to become eligible and remain eligible, an employee must be regularly assigned and/or regularly working 800 hours or more, in any one year, in one classification. This provision shall sunset on December 31, 2023. Thereafter, Section 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

7.0 Eligibility for Plans: Effective January 1, 2024, all Unit F employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit F Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and accepts medical coverage solely under an equivalent plan(s), the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

~~5.0~~ 8.0 Enrollment: An unenrolled employee eligible for enrollment may submit an application for initial enrollment at any time. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and payroll deductions schedules, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

~~5.1~~ 8.1 It is the responsibility of the employee to notify Benefits Administration immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD form Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

~~6.0~~ 9.0 Continuance of Enrollment: If an employee is on an approved unpaid leave and therefore not eligible for District contribution, the employee may arrange for continuance of enrollment for a period not to exceed one (1) year by making a proper payment to the plan. Payment shall be made by check or money order in the gross premium amount, payable to LAUSD and sent to the District's Benefits Administration Branch. Payments may be made by installments on the due dates and in the amounts required by the plan.

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~~6.1~~ 9.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in the plan until returning to active service in an eligible assignment.

~~7.0~~ 10.0 Termination of Enrollment: The enrollment of an employee and/or dependent(s) shall terminate:

a. For failure of the employee to make direct payment as provided under Section ~~6.0~~ 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was received. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective;

d. In the event of the employee's and/or dependent's loss of eligibility.

~~7.1~~ 10.1 With respect to the above time restrictions on re-enrollment, the District (when bidding the coverage) will consider less restrictive options if there is no significant impact upon the cost of the insurance plan.

~~8.0~~ 11.0 Miscellaneous Provisions:

~~8.1~~ 11.1 If any medical plan premium for coverage is refunded by the plan, the refund shall be distributed between the District and employee based upon their proportionate share of contributions. This provision shall sunset on December 31, 2023.

~~8.2~~ 11.2 All disputes with respect to the carrier's administration of the programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article IV of this Agreement. This provision shall sunset on December 31, 2023.

~~9.0~~ 12.0 State Disability Insurance: All unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California. All premium costs of this Program shall be borne by the employees through individual payroll deductions.

~~9.1~~ 12.1 The Disability Insurance Program is administered by the

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Employment Development Department of the State of California and all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program are the responsibility of the Employment Development Department. Accordingly, all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

~~9.2~~ 12.2 In order to implement the Disability Insurance Program specified in Sections 9.0 and 9.1 above, the District, at its sole discretion, may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance coverage.

~~10.0~~ 13.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable state law, eligible employees or dependents may have continuation of medical coverage at their own expense in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee from his or her spouse, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

~~10.1~~ 13.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the total premium paid by the District plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

~~10.2~~ 13.2 It shall be the responsibility of the employee or the dependent to notify Benefits Administration of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

~~10.3~~ 13.3 COBRA shall be administered pursuant to federal law, and that all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

~~11.0~~ Employee Assistance Program:

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a. ~~General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.~~

~~The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.~~

b. ~~Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal:~~

~~(1) The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.~~

~~(1) The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.~~

~~The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.~~

c. ~~Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.~~



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For SEIU Local 99

TD 3/24/23

Laura

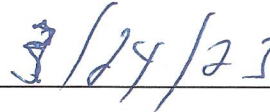
**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99
EDUCATION & PROFESSIONAL DEVELOPMENT FUND
UNITS B, C, F, & G**

This Sideletter of Agreement ("Agreement") is made and entered into by and between the Los Angeles Unified School District ("District") and SEIU, Local 99 ("Union"). The Parties agree to the following:

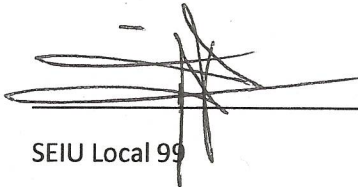
Within sixty (60) days of the ratification of this agreement, the District shall deposit into a trust \$3,000,000 to be used exclusively for the education and professional development needs of SEIU members. The Superintendent or their designee and the Executive Director of SEIU or their designee shall be joint signatories on all eligible expenditures from the trust. All aspects of the trust shall comply with all applicable regulations and laws. Eligibility of expenditures shall be determined by the District in consultation with SEIU.



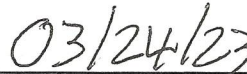
Los Angeles Unified School District



Date



SEIU Local 99



Date



Los Angeles Unified School District

OFFICE OF THE GENERAL COUNSEL

OFFICE OF LABOR RELATIONS

333 S. Beaudry Avenue, 20th Floor, Los Angeles, CA 90017

TELEPHONE (213) 241-8322; FACSIMILE (213) 241-8401

ALBERTO M. CARVALHO
Superintendent

DEVORA NAVERA REED
General Counsel

ANTHONY DIGRAZIA
Director

March 24, 2023

Max Arias

Service Employees International Union (SEIU), Local 99

3530 Wilshire Blvd., #1800

Los Angeles, CA 90010

RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following will be discussed in a Joint Labor Management Committee as indicated in the Union Rights Article of each unit's collective bargaining agreements:

- Staffing level and additional hours
- Concept of notice, impact, and effects of hours of work and schedule changes
- Concept of notice, impact, and effects of subcontracting (including BII)
- Split shifts
- Tool allowance/usage, mileage, and personal vehicle usages
- Implementation of Behavioral Support Intervention (BII)
- Status of Teacher Assistants
- Joint advocacy for additional resources

This non-precedent setting agreement shall run concurrently with the parties' 2021-2024 Collective Bargaining Agreement and the parties shall make written recommendations to their respective bargaining teams for consideration during the next round of contract negotiations.

It is so agreed:

LAUSD

SEIU, LOCAL 99

DATE

DATE