

LAUSD - SEIU Local 99 – UTLA
MEMORANDUM OF UNDERSTANDING
June 2, 2023

In order to resolve all pending Unfair Practice Charges and bargaining issues between the parties, Los Angeles Unified School District (LAUSD), Service Employees International Union, Local 99 (SEIU 99), and United Teachers Los Angeles (UTLA) agree to the following terms, summarized below and detailed in Attachments A-C:

Required Work Year Calendar (Attachments A & B)

The District will modify the three-year tentative instructional calendar approved by the Board on March 27, 2023 to a two-year instructional calendar. For the 2023-24 and 2024-25 school years, the required work year calendars will be as follows:

2023-2024

- Maintain a 3-week (15 days) winter break for the 2023-2024 school year
- Add 3 instructional days to the 2023-2024 school year, in order to make up for the instructional days lost in March 2023
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy on December 18, 19, and 20, 2023

2024-2025

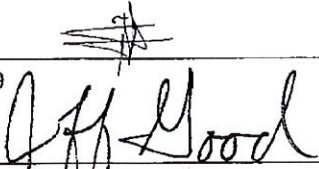
- Maintain a 3-week (15 days) winter break for the 2024-2025 school year
- Add 3 instructional days to the 2024-2025 school year in order to make up for the instructional days lost in March 2023
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy on December 16, 17, and 18, 2024


PERB Complaints (Attachment C)

As part of this agreement, the parties agree to the following:

- LAUSD agrees to drop all pending PERB complaints against both SEIU 99 and UTLA
- UTLA agrees to drop all pending PERB complaints against LAUSD
- SEIU 99 agrees to drop all pending PERB complaints and CPRA litigation against LAUSD in accordance with Attachment C

This tentative agreement is subject to ratification by the members of SEIU 99 and UTLA and final approval by the LAUSD Board of Education.



 SEIU 99


 UTLA

 LAUSD

6-2-23

 DATE
 6-2-23

 DATE
 6-2-23

 DATE

ATTACHMENT A

1. The 2023-2024 required work year for bargaining unit members represented by SEIU 99 and UTLA shall be as follows:
 - a. For the 2023-2024 school year, three (3) additional required instructional days will be added in order to recoup the 3 lost instructional days from March 2023, bringing the total number of required workdays for C-basis employees from 182 to 183 as follows:
 - i. **The annual salary of C-basis salaried employees will be increased by one day of pay at their regular daily rate for day 183; C-Basis hourly employees will receive their regular hourly rate for day 183.**
 - ii. Employee Start Date: Monday, August 14, 2023 (Instructional Day)
 - iii. Optional Employee Preparation Day on Friday August 11, 2023; Bargaining Unit members who work this day will be compensated at their regular hourly rate. These days shall be utilized for individual preparation at the work site as determined by the individual employee.
 - iv. The Employee Preparation Days for Bus Drivers represented by SEIU 99 will be Wednesday, August 9, Thursday, August 10, and Friday August 11, 2023 so as to allow for up to 3 dry run days.
 - v. Employee End Date: Tuesday June 11, 2024 (Instructional Day)
 - vi. Optional Employee Preparation Day on Wednesday June 12, 2024; Bargaining Unit members (other than Bus Drivers represented by SEIU 99) who work this day will be compensated at their regular hourly rate. These days shall be utilized for individual preparation at the work site as determined by the individual employee.
 - b. Winter Break (no required service): Monday December 18, 2023 through Friday January 5, 2024
 - c. The District will offer a three-day, optional Winter Recess Academy for CSPP, UTK-12, and Adult Education from Monday, December 18 through Wednesday, December 20, 2023. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate. Additionally, non- A-basis SEIU 99 bargaining unit members who voluntarily work on these days shall also be allowed to cash out the corresponding number of hours of vacation, in accordance with procedures and timelines established by the District which are subject to impact and effects bargaining.
 - d. SEIU 99 and UTLA bargaining unit members working at Early Education Centers shall be provided the voluntary option of working up to two Saturdays for individual preparation during the 2023-2024 school year, at no less than their regular rate of pay, to be scheduled by majority vote at each location.
2. The 2024-2025 required work year for bargaining unit members represented by SEIU 99 and UTLA shall be as follows:
 - a. For the 2024-2025 school year, three (3) additional required instructional days will be added in order to recoup the 3 lost instructional days from March 2023, bringing the total number of required workdays for C-basis employees from 182 to 183 as follows:
 - i. **The annual salary of C-basis salaried employees will be increased by one day of pay at their regular daily rate for day 183; C-Basis hourly employees will receive their regular hourly rate for day 183.**
 - ii. Employee Start Date: Monday August 12, 2024 (Instructional Day)
 - iii. Optional Employee Preparation Day on Friday, August 9, 2024; Bargaining Unit members who work this day will be compensated at their regular hourly rate. These days shall be utilized for individual preparation at the work site as determined by the individual employee.
 - iv. The Employee Preparation Days for Bus Drivers represented by SEIU 99 will be Wednesday, August 7, Thursday, August 8, and Friday August 9, 2024 so as to allow for up to 3 dry run days.

- v. Employee End Date: Tuesday, June 10, 2025
 - vi. Optional Employee Preparation Day on Wednesday, June 11, 2025; Bargaining Unit members (other than Bus Drivers represented by SEIU 99) who work this day will be compensated at their regular hourly rate. These days shall be utilized for individual preparation at the work site as determined by the individual employee.
- b. Winter Break (no required service): Monday December 16, 2024 through Friday, January 3, 2025
 - c. The District will offer a three-day, optional Winter Recess Academy for CSPP, UTK-12, and Adult Education from Monday, December 16 through Wednesday, December 18, 2024. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate. Additionally, non- A-basis SEIU 99 bargaining unit members who voluntarily work on these days shall also be allowed to cash out the corresponding number of hours of vacation, in accordance with procedures and timelines established by the District which are subject to impact and effects bargaining.
 - d. SEIU 99 and UTLA bargaining unit members working at Early Education Centers shall be provided the voluntary option of working up to two paid Saturdays for individual preparation during the 2024-2025 school year at no less than their regular rate of pay, to be scheduled by majority vote at each location.
- 4. The 2023-2024 and 2024-2025 required work years for B, C, D, and E-basis bargaining unit members represented by SEIU 99 and UTLA shall include a five (5) day break from required service during the week of Thanksgiving.
 - 5. The 2023-2024 and 2024-2025 required work years for B, C, D, and E-basis bargaining unit members represented by SEIU 99 and UTLA shall include a five (5) day break from required service during the week of Spring Break.
 - 6. Prior to finalizing an instructional calendar for the 2025-2026 school year and submitting a proposed calendar to the Board for approval, LAUSD shall bargain with UTLA and SEIU 99 over their required work year calendars.

ATTACHMENT B

(Proposed Calendar Solutions with 3 added instructional days to make up for school closure days)

2023-2024

183 workdays – 183 instructional days – 3 week winter break

- Optional Employee Preparation Day on Friday August 11
- The Employee Preparation Days for Bus Drivers represented by SEIU 99 will be Wednesday, August 9, Thursday, August 10, and Friday August 11, 2023 so as to allow for up to 3 dry run days
- First day of instruction moves to Monday, August 14
- Move the instructional days scheduled for Monday, December 18 and Tuesday, December 19 to Thursday, June 6 and Friday, June 7
- Add three required instructional days: Monday, August 14, Monday, June 10 and Tuesday, June 11
- Optional Employee Preparation Day on Wednesday, June 12 (other than Bus Drivers represented by SEIU 99, as indicated above)
- Optional “Winter Recess Academy/Camp” days for CSPP, UTK-12, and Adult Education from Monday, December 18 through Wednesday, December 20
- Two optional Employee Preparation Saturdays for EEC employees

2024-2025

183 required workdays – 183 instructional days – 3 week winter break

- Optional Employee Preparation Day on Friday, August 9
- The Employee Preparation Days for Bus Drivers represented by SEIU 99 will be Wednesday, August 7, Thursday, August 8, and Friday August 9, 2024 so as to allow for up to 3 dry run days
- First day of instruction remains Monday, August 12
- Move the instructional days scheduled for Monday, December 16 through Friday, December 20 to Friday, May 30 through Thursday, June 5
- Add three required instructional days: Friday, June 6 through Tuesday, June 10
- Optional Employee Preparation Day on Wednesday, June 11 (other than Bus Drivers represented by SEIU 99, as indicated above)
- Optional “Winter Recess Academy/Camp” days for CSPP, UTK-12, and Adult Education from Monday December 16 through Wednesday, December 18
- Two optional Employee Preparation Saturdays for EEC employees

ATTACHMENT C

1. SEIU 99 and UTLA shall agree to the employee required work year calendars for the 2023-2024 and 2024-2025 school years as set forth in Attachment A.
2. Within five (5) working days of final Board approval and Union member ratification of the above required work year calendars, the following shall occur.
 - a. UTLA will withdraw with prejudice the following PERB cases:
 - LA-CE-6742-E
 - LA-CE-6750-E
 - LA-CE-6790-E
 - LA-CE-6797-E
 - LA-CE-6798-E
 - LA-CE-6799-E
 - LA-CE-6800-E
 - b. SEIU 99 will withdraw with prejudice the following PERB cases:
 - LA-CE-6744-E
 - LA-CE-6745-E
 - LA-CE-6751-E
 - LA-CE-6752-E
 - LA-CE-6756-E
 - LA-CE-6758-E
 - LA-CE-6759-E
 - LA-CE-6763-E
 - LA-CE-6769-E
 - LA-CE-6781-E
 - LA-CE-6783-E
 - LA-CE-6786-E
 - LA-CE-6789-E
 - LA-CE-6792-E
 - LA-CE-6804-E
 - LA-CE-6807-E
 - LA-CE-6810-E
 - c. SEIU 99 will dismiss with prejudice its CPRA lawsuit against LAUSD in LA Superior Court, Case # 22STCP04364.
 - d. LAUSD will withdraw with prejudice LA-CO-1843-E and LA-CO-1844-E.
 - e. Unless prohibited by law, LAUSD agrees that employees' participation in the strike will not, in and of itself, be the cause of any conference memorandum or adverse action being taken against them by LAUSD, including, but not limited to, to discipline, layoffs, attendance accounting, recommendation

letters, reelection, and performance evaluations. Disputes related to future adverse actions taken against employees stemming from employees' purported participation in unprotected strike-related misconduct, if any, will be resolved through the grievance and arbitration process of the parties' current collective bargaining agreement using the governing legal standards.

- f. LAUSD shall send notice to all SEIU 99 and UTLA bargaining unit members and their supervisors, that absences of SEIU 99 and UTLA bargaining unit members due to participation in job actions on March 21-23, 2023 shall not be used as evidence of excessive absences or poor job performance.
- g. LAUSD will revise or rescind any performance or other evaluations of employees represented by SEIU 99 or UTLA that have any final rating of below standard or is otherwise a derogatory evaluation rating by the characterization of absences from March 21-23 as "unprotected" or that results in absences from March 21-23 being used as evidence of excessive absences, as identified by UTLA and/or SEIU 99.
- h. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
- i. In the event of any dispute arising out of the interpretation or application of this Settlement Agreement, such dispute shall proceed through the grievance and arbitration process of the parties' current collective bargaining agreements.
- j. UTLA and SEIU 99 shall not file any other unfair practice charges ("UPCs") related to strike-related conduct by LAUSD that occurred before or during the March 21-23 strike, unless LAUSD fails to process grievances as set forth in this Memorandum of Understanding.