

SEIU, Local 99
Unit B
MEMORANDUM OF UNDERSTANDING
2024-2027

This Tentative Agreement is made and entered into this ____ day of February, 2026 by and between the Board of Education of the Los Angeles Unified School District (“District”) and SEIU, Local 99 for employees in Unit B (SEIU).

Pursuant to the parties’ 2021-2024 Agreement, the District and SEIU have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. This 2024-2027 Agreement is the successor to the parties’ 2021-2024 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’ 2021-2024 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. **2024-2025:**

Salary Increase 6%:

Effective July 1, 2024, all SEIU bargaining unit members in Units B, C, F and G shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2024.

Effective January 1, 2025, all SEIU bargaining unit members in Units B, C, F and G shall receive a 3% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables December 31, 2024.

II. **2025-2026:**

Salary Increase 4%:

Effective July 1, 2025, all SEIU bargaining unit members in Units B, C, F and G shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2025.

Effective January 1, 2026, all SEIU bargaining unit members in Units B, C, F and G shall receive a 2% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect December 31, 2025.

III. **2026-2027:**

Salary Increase 3%:

Effective July 1, 2026, all SEIU bargaining unit members in Units B, C, F and G shall receive a 1.5% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect June 30, 2026.

Effective January 1, 2027, all SEIU bargaining unit members in Units B, C, F and G shall receive a 1.5% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables in effect December 31, 2026.

The District will make every effort to pay all negotiated increases, including retroactive increase and bonuses if applicable as soon as possible following adoption by the Board of Education.

C. **ADDITIONAL AGREEMENTS:**

1. Article IX – Hours and Overtime
2. Article XI – Transfer Procedures and Certain Staffing Procedures
3. Article XII – Leaves of Absence
4. Article XIII – Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
5. Article XV – Holidays
6. Article XVI – Vacation
7. Article XVIII – Tuition Reimbursement
8. GAI Task Force Sideletter
9. Unassigned Days Sideletter
10. Work Year Calendar Sideletter
11. Health Care Assistant Hours Sideletter
12. Special Education Assistant & Health Care Assistant Assigned Hours Sideletter

D. **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, 2024 through June 30, 2027. The parties have been in negotiations for this successor and these negotiations have concluded.

E. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the membership of Unit B and adoption by the LAUSD Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2027, 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.

Date of agreement: _____

By: _____
On Behalf of LAUSD

By: _____
On Behalf of SEIU

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

By: _____
Scott Schmerelson, President
LAUSD Board of Education

UNIT B
ARTICLE IX

HOURS AND OVERTIME

1.0 General Provisions:

1.1 The work year of employees shall be determined by the District in accordance with the Assignment Bases established in Board Rule 1990 attached hereto as Appendix B. Employees assigned to "Flexible C Basis" shall have the same number of annual assigned days/hours as part of their basic assignment as their counterparts on regular C Basis. The District reserves the right to add new bases or modify existing bases to meet the operational needs of the District.

Current Contract Language

1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the District may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the District. However, when the District establishes a different workweek for any classification of employees, it shall notify the Union of its intent 10 working days before change is effective and upon request shall bargain with the Union over the impact and effects of the change to the affected classification of employees. Such bargaining shall not delay the implementation of the change.

1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the District to meet the operational needs of the District, provided, however, that employees shall not have a regular assignment for less than sixty (60) hours a pay period and that, except in cases of temporary emergency, employees shall not be assigned split shifts in regular assignments.

Current Contract Language

1.4 – 1.6 – No Changes

1.7 Prior to any substantial change of a permanent nature that affects an employee's work week or daily hours of work, the employee involved shall be given reasonable advance notification.

- a. Prior to a permanent change of a work week from Monday to Friday, the District will:
- (1) Give the employee (4) weeks' notice.
 - (2) Request volunteers to assume the work week change, if applicable.

UNIT B
Article IX - Hours and Overtime

- (3) Give priority to the employee who assumed the new work week to return to a Monday to Friday work week should a vacancy occur.

1.8 – No Changes

2.0 Overtime: 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's availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an overtime opportunity becomes available. Upon reasonable notice an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment, it shall be without prejudice to consideration of that employee for subsequent overtime assignments. A record of overtime hours worked by each employee in an office, operational unit, or work group shall be kept for each work year and shall be made readily available to employees and/or the Union. Though an employee may be required to work overtime upon reasonable notice, an employee cannot be required to work more than 44 hours of overtime in a month, except in the case of a fire, flood, earthquake, epidemic, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law or other bona fide emergency situations (e.g., cyber attack, airplane fuel spill). No subcontracted employee shall be offered any overtime hours before all eligible district employees at the site/location have been offered the work.

2.1 – 2.4 – No Changes

3.0 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

Current Contract Language

3.1 – 4.1 – No Changes

5.0 Temporary Additional Hours: ~~Insofar as practical, temporary, additional non-overtime hours available at a site shall be distributed equitably among those qualified employees at the site who volunteer for such hours provided, however, that such increase in hours should not result in making part-time employees full-time or non-benefited employees~~

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Article IX - Hours and Overtime

~~benefited. In the event that insufficient qualified employees volunteer, the assignment shall be made by the appropriate administrator. The administrator shall make reasonable efforts to distribute equitably such assignments. Assignments of additional hours in Early Education Centers shall be made in accordance with Child Development Division Bulletin No. 0318.~~ The District shall use all reasonable efforts to distribute temporary additional non overtime hours equitably among the qualified employees of an office, operational unit, or work group with consideration given to District need, employee's district seniority and availability in making the distribution. Employees shall be responsible for updating their contact information with the appropriate office, operational unit, or work group so that they may be contacted when an opportunity for additional hours becomes available. If an employee is not available to work additional hours, it shall be without prejudice to consideration of that employee for subsequent assignments. No subcontracted employee shall be offered any hours before all eligible district employees at the work site/location have been offered the work.

6.0 – 6.1 – No Change

7.0 Employee Job Training: If an employee is directed to attend any job-related workshop, in-service training session, or other similar activity as a condition of continued employment, such attendance shall be considered as time worked and be compensated at the appropriate rate of pay. This provision does not apply toward the obtainment or renewal of professional degrees, licenses, or certificates (including driver licenses, CPR or first aid certificates) or in meeting employment requirements established at the time of initial entry into the job class.

Current Contract Language

8.0 Use of Classroom Aides in the Absence of a Certificated Employee: It is recognized by the parties that classroom aides are to be assigned classroom duties in accordance with Education Code Section 45344 so that when the regular or substitute classroom teacher is not present in the classroom, it is the District's obligation to assign responsibility for classroom supervision and instruction to an employee who possesses a teaching credential. Employees will not be required to perform classroom duties in violation of Education Code Section 45344.

a. Community Based Instruction (CBI): Aides are to be assigned CBI duties in accordance with Education Code Section 45344 so that when a certificated person is not present, it is the District's obligation to assign responsibility for supervision and instruction to a certificated person.

b. Alleged violations of this Section shall be subject to the following special grievance procedure:

1. Any grievances alleging violations of Section 8.0, above, must be filed with the immediate administrator with a copy to the Local District

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Superintendent /Division head within five days of the occurrence of the facts upon which the grievance is based. Within five days of receipt of the grievance, the immediate administrator shall hold a meeting to discuss the matter and following the meeting shall reply, in writing, within five days to the employee, the Union representative (if any), and the Local District Superintendent/ Division head.

Agreed

2. If the employee and/or the Union wishes to obtain review of the above decision, a written request to the appropriate Local District Superintendent/ Division head shall be delivered within three (3) days of receipt of the immediate administrator's reply. Within five (5) days after receipt of the request, the Local District Superintendent/Division head or designee shall hold a meeting to discuss the matter, and shall, by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and ~~representative~~ (if any) the Union.

Agreed

3. Within five (5) days after the above decision is announced, Local 99, with the concurrence of the employee, may request that the matter be submitted to arbitration by notifying the Office of ~~Staff~~ Labor Relations of its intention in writing. Local 99 and the District shall select an arbitrator and the dispute will be calendared for an arbitration hearing at the next scheduled available expedited hearing date. In any arbitration under this Section involving a grievance where the parties' dispute whether a violation has occurred, the fees of the arbitrator shall be paid by the losing party. Briefs, if any are desired, are to be filed promptly, and a summary letter award shall be issued by the arbitrator within seven (7) calendar days of the briefs (or of the close of the hearing if there are no briefs). These cases shall, in all ways not modified herein, conform to the provisions of Article V.

4. It is understood that the sole issue for arbitration shall be the determination as to whether or not the alleged violation has occurred and that the arbitrator shall have no authority to grant any remedy other than declaratory relief.

New Section

Full time work for current Unit B employees. The Union proposes that all current bargaining unit employees shall be offered permanent full time shifts at 8 hours a day and 40 hours a

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~~week. No subcontracted employee can work or perform any work that provides them with the equivalent of this status before all eligible district employees have been offered the work. The District and Union shall work on a process for full time shifts for all unit members working less than 8 hours.~~

Decline Proposal

New Section Unassigned days

~~Employees shall be paid at their regular rate of hours and pay during all unassigned days. There shall no longer be unpaid unassigned days.~~

Decline Proposal

New Section Split Shifts

~~There shall be no split shifts except by mutual written agreement between the District and the Union.~~

Decline Proposal

New Section Bus Riders

District hold on response.

New Section Substitute Relief

District hold on response.

ARTICLE XI

TRANSFER PROCEDURES AND CERTAIN STAFFING PROCEDURES

1.0 – 6.1 – No Change

7.0 Assignments to Summer Session (ESY) and Intersession:

7.1 Assignments for all employees outside their regular assignment basis should not result in making part-time employees full-time or non-benefited employees benefited.

7.2 Summer Session (ESY) Schools: Not less than ten (10) working days prior to the deadline date for applications, the District shall establish and distribute a list of schools for each Local District. Applicants must initially apply to one school site for summer session and, if not assigned at that school, will be considered available for all schools in that Local District.

a. Employees shall be assigned at each school on the basis of priority and seniority as follows:

- (1) Special Education Centers - Priority for all assignments shall be given to applicants currently assigned to the Center. If there are not enough positions available at the site, District seniority in the job classification among those at the site shall determine the assignment, considering special skills if needed. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.
- (2) Both Special Education and non-Special Education Classes at elementary, middle and senior high schools - An applicant whose assigned student (during the regular school year assignment) will attend ESY shall be offered the assignment with that student. For other unfilled assignments, the priority is to qualified applicants who specifically applied to that school. If there are more of these applicants than there are positions at the school, District seniority in the job classification shall determine the assignment, considering special skills if needed. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.

Article XI – Transfer Procedures and Certain Staffing Procedures

(3) Unfilled positions (Both Special Education & Non-Special Education classes) - If any one school is not completely staffed after the above process is completed due to a lack of applicants, the site administrator will contact the Personnel Commission and advise them of his/her needs, including any special skills required. The Personnel Commission shall offer the assignments in seniority order to unassigned applicants who possess the required special skills if any.

b. During the initial application period, employees will be given 5 working days to respond to an assignment offered. Employees shall be notified in writing and by mail as to assignment to summer session. To the extent possible, such notice shall be ten (10) working days prior to going off-track.

c. During ESY, regular employees shall have priority of assignment as continuity over non-regular employees, subject to any special skill or ability required for the assignment. When it is determined that special skills are needed and this results in a less senior employee receiving an assignment over a more senior employee, the employee of greater seniority may request an explanation of the special skills needed.

If a greater seniority employee applies to a school and did not receive an ESY assignment, as defined in "a" above, the following will occur:

(1) Employee will be paid the full duration of ESY assignment.

(2) Employee will not be denied a future ESY assignment.

7.3 – 8.0 – No Change

District Initial Proposal 6/27/2025
Union Counter 9/30/2025
District Counter 10/22/2025
Union Counter 11/12/2025 (Accept Last District Counter)

TA MD 12/15/25
Ⓚ 12/15/25

UNIT B
ARTICLE XII

LEAVES OF ABSENCE

1.0 – 7.0 - No Change

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 an~~ employee's immediate family qualified family member as defined below, and if requested provided acceptable proof of death and relationship within 30 days from the first day of bereavement leave. ~~is provided, if requested, and the leave or absence 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. Employees traveling in-state less than two-hundred (200) miles one-way may elect to take an additional two (2) days of bereavement, and use personal necessity, vacation, or take the bereavement leave as unpaid. ~~The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter in law, or son in law of the employee, or any relative living in the immediate household of the employee.~~ A permanent employee may interrupt or terminate vacation to take bereavement leave. ~~For purposes of this Section, the immediate family as defined above shall also include a cohabitant who is the equivalent of a spouse.~~

The qualified family member is defined as the following relatives of the employee:

- a. Spouse or cohabitant who is the equivalent of a spouse, or domestic partner (per California Family Code 297-297.5);
- b. Parent (includes of spouse, of cohabitant who is the equivalent of a spouse);
- c. Grandparent (includes of spouse, of cohabitant who is the equivalent of a spouse);
- d. Child (includes son/daughter-in-law, step and foster child);
- e. Grandchild (includes of spouse, of cohabitant who is the equivalent of a spouse);
- f. Brother;
- g. Sister;
- h. Any relative living in the immediate household of the employee; and
- i. Designated person (District employees are limited to one designated person per 12-month period. The employee may identify the designated person when the employee requests a leave for family care, medical, bereavement, and/or kin care)

Agreed 9/30/2025

Unit B - Article XII – Leaves of Absence

9.0 Pregnancy and Related Disability Leave (Paid and Unpaid):

9.1 Paid Disability Leave: For that period of time during which the employee is physically or mentally disabled and unable to perform ~~her~~ their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, or if the employee's job would cause undue risk to the employee or the completion of a successful pregnancy, ~~she~~ they shall be permitted to utilize ~~her~~ their illness leave pursuant to Section 11.0 of this Article. Employees may take up to 18 workweeks of protected leave under the Pregnancy Disability Leave (PDL) and if eligible, may also be entitled to take 12 workweeks of protected time under FMLA and/or CFRA.

9.2 Physician Certification: A pregnant employee shall be permitted to continue on active duty until such date as ~~she and her~~ their physician determine that ~~she~~ they must be absent ~~herself~~ due to pregnancy disability, ~~provided that she can and does continue to perform the full duties and responsibilities of her position.~~ The District will engage in the interactive process to ensure the pregnant employee can stay in active duty as long as possible with or without a reasonable accommodation. The District may require the employee must also supply to provide to the District ~~her~~ their physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and ~~her~~ their physician's release to return to active duty.

9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability and still qualify for paid illness absence during the actual disability. This is the only exception to the general rule that paid leave may only be taken from active status.

10.0 – 12.3 – No Change

13.0 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death or serious illness of a member of the employee's immediate family. The immediate family is defined as the parent, grandparent or grandchild of the employee or the employee's spouse, and the spouse, child (including foster child), brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee;
- b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- c. Birth of the employee's child.
- d. Religious holiday of the employee's faith;

Unit B - Article XII – Leaves of Absence

e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;

f. Other significant event of a compelling nature to the employee, the gravity of which is comparable to the above, which demands the personal attention of the employee during assigned hours and which the employee cannot reasonably be expected to disregard, limited to ~~one (1)~~ two (2) occasions in any school year.

g. Verifiable automobile failure including flat tires up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;

h. An appearance of the employee in court as a litigant or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:

- (1) Each day of necessary attendance as a litigant or as witness under such an official governmental order must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction;
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division; and
- (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day;

i. One (1) of the six (6) days allowed under Personal Necessity Leave may be taken for registration or final examinations in District-recognized institutions of higher learning. Verification of the registration or examination schedule may be required by the appropriate administrator.

j. Required attendance at the employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.

k. Up to one (1) day of paid personal necessity leave and additional hours of accrued vacation or unpaid leave not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five (5) working days prior to the absence. The advance notice requirement shall not be applicable in the event of unforeseeable circumstances, in which case the employee shall provide as much notice as reasonably possible. The administrator or designee and employee must

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provide written verification from the school visited, upon request of the administrator or designee.

l. An employee shall be allowed up to six additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well. Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under ~~Article XII, Section 22.0, “Family Care and Medical Leave (FMLA).”~~ (FMLA).”

m. On a maximum of two (2) occasions during a school year (up to a cumulative total of eight [8] hours in a school year), to attend the funeral of a close friend or relative not included in the definition of immediate family (immediate family as defined in Section 8.0 of this Article).

Agreed 9/30/2025

13.1 – 17.0 – No Change

18.0 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the District and upon the recommendation of the appropriate division head, be granted ~~annually~~ for attendance at conferences and conventions ~~sponsored by the Union~~ under all of the conditions noted below:

- a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division;
- b. The attendance does not result in unnecessary duplication of participation by District personnel; and
- c. The attendance does not necessitate the reimbursement of any expenses by the District to the employee.

A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the District may authorize the employee to utilize personal necessity leave under Section 13.0 of this Article.

Agreed 9/30/2025

19.0 – 21.4 – No Change

22.0 Family Care and Medical Leave/California Family Rights Act (FMLA/CFRA): ~~A~~ A paid or unpaid Family Care and Medical Leave (FMLA) and/or California Family Rights Act (CFRA) leave shall be granted, to the extent of and subject to the restrictions as set forth below, to ~~a~~ a full-time or part-time employee who has been employed for at least 12 months and who has ~~served for~~ worked at least 130 equivalent workdays during the 12 months immediately preceding the ~~effective date of the~~ first day of

Unit B - Article XII – Leaves of Absence

leave. For purposes of this Section, furlough days, miscellaneous natural disaster (MSND) and days worked during off-basis time (Z-time) shall count as "workdays". ~~Family Care and Medical Leave~~ FMLA and CFRA absences of 20 consecutive working days or less can be granted by the immediate administrator, manager, supervisor or designee. Leaves of 20 or more consecutive working days can be granted only by submission of a formal leave application to the Personnel Commission.

22.1 Definitions: For purposes of ~~Family Care and Medical Leave~~ FMLA and/or CFRA, the following definitions shall apply:

~~(1)"Child" means:~~ a. Child: A biological, adopted or foster child; a stepchild; a legal ward; child of a domestic partner (CFRA only), grandchild (CFRA only); or a child of an employee standing "in loco parentis," such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability. A biological or legal relationship is not necessary for a person to have stood "in loco parentis" to the employee as a child.

~~(2)"Spouse" means:~~ b. Spouse: A husband or wife of an employee, including same-sex or common-law marriage entered into in a State that recognizes such marriages;

~~(3)"Parent" means:~~ ac. Parent: A biological, foster, or adoptive parent; parent-in-law (CFRA only), grandparent (CFRA only) or a person who stood "in loco parentis" to the employee when the employee was a child; a stepparent; or a legal guardian; and does not include a parent-in-law.

~~(4)"Family member" means:~~ d. Family member: "child", "spouse", or "parent" as defined above.

e. Sibling (CFRA only): A person related to another person by blood, adoption, or affinity through a common legal or biological parent.

f. Designated Person (CFRA only): Any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one (1) designated person per 12-month period. The designated person may be identified by the employee at the time the employee requests a leave for family care, medical, bereavement, and/or Kin Care.

g. Next of Kin (FMLA Servicemember Leave Only): Nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter.

~~(5)"Serious health condition" means:~~ an h. Serious health condition: An illness, injury (including, but not limited to, on-the-job injuries and pregnancy), impairment, physical, or mental or other condition that involves either "in-patient care" or "a regimen of continuing treatment" by a health care provider.

~~(8)Incapacity:~~ i. Incapacity: An inability to work, attend school, or perform other regular activities due to a serious health condition, treatment thereof, or recovery therefrom.

~~(6)"Inpatient care" means:~~ a j. Inpatient care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in this Section or other medical facility and includes any subsequent treatment in connection with inpatient care.

k. Intermittent leave: Leave taken in separate periods of time due to a serious health condition, rather than one continuous period of time.

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~~(7) "Continuing treatment" means~~l. Continuing treatment: In person treatment by a "health care provider" that involves one or more of the following:

~~(a)~~ (1) a period of incapacity of more than three consecutive calendar days (as well as any subsequent treatment or period of incapacity relating to the same condition) that also involves either two or more treatments by a "health care provider", or treatment by a "health care provider" on at least one occasion that results in a regimen of continuing treatment under the supervision of a "health care provider";

~~(b)~~ (2) any period of incapacity due to pregnancy (including morning sickness);

~~(c)~~ (3) any period of incapacity or treatment for an incapacity due to a chronic health condition that requires periodic visits for treatment, which continues over an extended period of time, and may cause episodic (i.e., a period of incapacity for less than three days) rather than a continuing incapacity (such as asthma, diabetes, and migraine headaches);

~~(d)~~ (4) a period of incapacity that is long-term due to a condition for which treatment may not be effective; and

~~(e)~~ (5) any period of absence to receive multiple treatments, including treatment of a condition that would likely result in a period of incapacity for a period of more than three days if not treated.

~~(8) "Health care provider" means a m.~~ Health care provider: A licensed physician, surgeon, osteopathic physician or surgeon, podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray), nurse practitioner, nurse midwife, clinical social worker, physician assistant, or a Christian Science Practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts, or any other person determined by the Secretary of Labor to be capable of providing health care services.

22.2 Reasons for Leave: Family Care and Medical Leave may be granted for reason. An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward for one or more of the following reasons:

a. Birth of an employee's child. Leave must be completed prior to the child's 1st birthday.

b. Placement of a child with the employee for adoption or foster care, including time to prepare for the placement, as well as bonding time after the birth or placement of the child. Bonding must be completed within one (1) year of the child being placed with the employee.

c. To care for the employee's own serious health condition, including incapacity due to pregnancy*, childbirth*, or related medical conditions, that makes the employee unable to perform one or more essential functions of the employee's job. (*CFRA applies after employee has exhausted PDL leave. See PDL benefit in Section 9.0 above)

d. To care for the employee's child, parent, parent-in-law**, spouse, domestic partner**, grandparent**, grandchild**, sibling**, or designated person

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who has a serious health condition, including incapacity due to pregnancy, child birth, or related medical conditions. (** CFRA only)

e. Any qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, child, or parent in the United States Armed Forces.

f. An eligible employee's FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12-month period measured forward for the following reason:

i. To care for the employee's child, parent, spouse, or next of kin who is undergoing medical treatment, recuperation, or therapy, or is otherwise on the temporary disability retired list for a serious injury or illness while on active military duty in the Armed Forces.

~~of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. If the leave is taken for any of these reasons, the leave must be concluded within 12 months of the birth, the adoption, or the foster care placement of the child. In addition, leave may be granted because of the serious health condition of a child of the employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.~~

22.3 Length of Leave:

a. An eligible employee's FMLA and/or CFRA leave entitlement is limited to a total of 12 workweeks during any 12-month period measured forward from the beginning date of absence for any of the reasons specified in Section 22.2 above.

b. FMLA and CFRA leave run concurrently when the qualifying reason(s) for both FMLA and CFRA is the same with the exception of pregnancy, childbirth or related medical conditions under PDL in Section 9.0 above. In such cases, CFRA may only be taken after the employee has exhausted the leave permitted under PDL.

c. FMLA Servicemember leave entitlement is limited to a total of 26 workweeks during any 12 month period measured forward.

~~The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled workweeks in a twelve (12) month period measured forward from the beginning date of the employee's first Family Care and Medical Leave. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. Any leave an employee takes for the reasons specified in Section 22.2 above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified. Leave caused by pregnancy, childbirth or related medical conditions under Section 9.0 of this Article is separate and apart from the provisions of Family Care and Medical Leave herein. Employees are entitled to the leave allowed under Section 9.0 and, in addition, up to the full 12 weeks of Family~~

Unit B - Article XII – Leaves of Absence

~~Care and Medical Leave. However, leave taken on account of pregnancy, childbirth, or related medical condition will be counted against the employee's annual leave entitlement under the federal Family and Medical Leave Act of 1993.~~

22.4 Intermittent Leave: The leave may be taken intermittently or on a reduced work schedule. If the leave is taken for ~~bonding reason of the birth, adoption, or foster care placement of a child of the employee~~, the basic minimum duration of the leave shall be two (2) weeks; however, the District shall grant the employee leave of less than two (2) weeks' duration on two (2) occasions. If the leave is taken for a serious health condition of the employee or of the employee's family member, leave may be taken intermittently or on a reduced schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. An employee may take such leave for as short a time as one hour (can be less than one hour, if necessary).

If an employee does take intermittent or a reduced-schedule leave that is foreseeable based on a planned medical treatment of the employee or the employee's family member or for the birth, adoption, or foster care placement of a child, the District has the right to transfer temporarily the employee to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave during the duration of the intermittent or reduced-scheduled leave. The alternative position must have equivalent pay and benefits but does not have to have equivalent duties. The alternative position ~~may~~ shall first include an attempt to reasonably the altering of the employee's current job. ~~The District may also transfer the employee to a part-time job with the same hourly rate of pay and benefits.~~ Upon the conclusion of the intermittent or reduced-schedule leave, the District will place the employee in the same or equivalent job the employee had prior to the leave. ~~when the leave started.~~

22.5 Notification: If the need for the ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at the least, within two (2) business days of learning of the need for the leave. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment ~~or supervision~~, the employee must make a reasonable, good faith effort, subject to the approval of the employee's or family member's health care provider, to schedule the treatment ~~or supervision~~ to avoid disruption to the District's operations. In giving notice, the employee must include the qualifying event for which the leave is needed, e.g., birth of a child, serious health condition of parent, etc.

22.6 Medical Certification: For leaves to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, medical certification from the health care provider which includes:

- (1) the date, if known on which the serious health condition commenced;

Unit B - Article XII – Leaves of Absence

- (2) the probable duration of the condition;
- (3) an estimate of the time that the health care provider believes the employee needs to care for the individual; and
- (4) a statement that the serious health condition warrants the participation of the employee to provide care.

If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave, must attach to the leave application, medical certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform one or more of the essential functions of the employee's position. Medical certification must be submitted no later than 15 calendar days after the leave request has been made. If the deadline by which the employee is to submit the medical certification is after the leave has started, the employee will be considered to have taken ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave pending the District's receipt of the proper certification. However, if the employee fails to provide proper certification, the employee will be treated as if he or she did not qualify for, and thus never took, ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, will be treated as if he or she sought a leave of absence under another provision of this Agreement, and will not be given the protections set forth in this ~~Article~~ Section.

In the case of leave due to a serious health condition of the employee, the District reserves the right as allowed by law, to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. The third health care provider, if necessary, shall be jointly approved by the District and the employee and this provider's opinion shall be binding. If the employee's leave has already begun during this medical review process, the employee will be considered to have taken ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, pending the result of the examinations by the second and, if necessary, third health care provider.

If additional leave beyond that provided in the certification is required, the employee must submit a new certification by the relevant health care provider.

22.7 Restrictions: In the event that parents who are both District employees each wish to take ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave for the birth, adoption, or foster care placement of their child, the combined total amount of leave that will be granted such employees will be (12) workweeks during a 12-month period, as defined in Section 22.3 above. These employees will still be eligible to take the remainder of their individual 12 workweek allotment for ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave for a purpose other than the birth, adoption or foster care placement of a child.

22.8 Compensation: ~~The Family Care and Medical Leave~~ FMLA and/or CFRA leave shall can be an unpaid leave paid, unpaid or a combination of both. An

Unit B - Article XII – Leaves of Absence

~~employee who takes Family Care and Medical Leave~~ FMLA and/or CFRA leave for the employee's own serious health condition and who has accrued illness days and/or vacation days, shall be required to utilize those days before going unpaid. An employee who takes FMLA and/or CFRA leave to care for the employee's spouse, domestic partner, parent, child, grandparent, grandchild, sibling, designated person and/or child shall be required to utilize any available Personnel Necessity and vacation time. All other time is unpaid. ~~and who has accrued vacation may elect, or the District may require, the employee to utilize vacation for this purpose, in lieu of unpaid status.~~ ~~An employee who takes leave for the employee's own serious health condition may elect, or the District may require, the employee to utilize accrued illness days for the leave.~~ During the leave, the District will continue to provide the health benefits package, and maintain the District contribution obligation pursuant to Article XIV, Health and Welfare, during the ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave (except as provided below) to an employee who is otherwise eligible for health benefits. However, an employee who does not return from such leave, or who works less than 30 days after returning from the leave (unless the employee retires within 30 days after returning from leave) will be required to reimburse the District for the District's cost of providing the health benefits package. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve workweeks. Accordingly, if an employee combines pregnancy leave with a ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave, the employee will only be entitled to continued health benefits for the first twelve workweeks of leave. Thereafter, the District will provide the employee with health benefits to the same extent and under the same conditions as it provides to employees on other, similar leaves of absence.

22.9 Seniority: Accrual of seniority credit for the period of ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave shall be in accordance with Personnel Commission Rule 740.

22.10 Certification to Return to Work: The provisions of Section 11.6 and 11.7 shall apply to employees returning to work from a ~~Family Care and Medical Leave~~ FMLA and/or CFRA leave (absence) due to the employee's own serious health condition.

22.11 Early Return From Leave: If the amount of leave needed is actually less than initially requested, the employee must notify the District of such an occurrence. Once the employee provides such notification, the District must reinstate the employee to the same or equivalent position within two days.

~~23.0~~ Charter School Leave (Unpaid): ~~An employee shall, subject to the limits set forth below, be granted an unpaid leave to serve in an assignment at a Board of Education approved Charter School:~~

a. ~~The leave shall be for a minimum of one year. The leave shall be extended upon request of the employee; however, the total period of leave shall not exceed the duration of the initial charter;~~

b. ~~For an employee not assigned to a school or program that is being~~

Unit B - Article XII – Leaves of Absence

~~converted to a Charter School, the leave shall commence at the beginning of the next school year (July 1); exceptions may be provided in the sole discretion of the District;~~

~~c.—— Salary and benefits received by the employee during the period of leave shall not be the responsibility of the District, but shall be established as provided by the Charter School in accordance with the Charter School petition approved by the Board of Education;~~

~~d.—— Return from leave to District service shall be in accordance with the provisions contained in this Article unless the employee has been laid off by the District;~~

~~e.—— Upon return to District service from their Charter School leave, no employee shall receive more favorable treatment than employees in the same classification who remained with the District;~~

~~f.—— Employees separated involuntarily from their Charter School assignment may be subject to administrative or disciplinary action by the District for conduct which occurred at the Charter School in the same manner as if the conduct had occurred while the employee was actively employed by the District.~~

Union Initial Proposal – 11/1/2024 (Section 6.0)
Union Amended Counter – 2/19/2025 (Compensation, Sections 4.2, 4.3)
District Counter – 6/6/2025 (Compensation)
District Amended Counter – 6/27/2025 (Sections 4.2, 4.3, 6.0, 12.1, 13.1, 13.4)

Unit B
ARTICLE XIII

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS
AND CERTAIN SALARY PRACTICES

1.0 – 3.6 – No Change

4.0 Language Differential:

4.0 – 4.1 – No Change

4.2 Eligible full-time employees shall be paid at the rate of ~~\$.2875~~ \$1.00 per hour if required to speak, read, and write a non-English language, or equivalent to ~~\$.175~~ \$.50 per hour if only required to converse in a non-English language.

4.3 Eligible full-time employees who have passed the District sign language test at Level I shall be paid at the rate of ~~\$.2875~~ \$1.00 per hour if required to converse in sign language. Eligible full-time employees who have passed the District sign language test at Level II shall be paid at the rate of ~~\$.175~~ \$.50 per hour if required to converse in sign language.

4.4 – 5.4 No change

6.0 Special Education Assistant Differential: For Special Education Assistants assigned to provide additional behavioral intervention support duties to a specific student(s) through the IEP process (as defined by the District), a 5.5% differential will be provided during the period of the assignment.

CCL

7.0 – 11.0 – No Change

12.0 Payroll Errors:

12.1 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee’s work location. The request will be processed and a warrant will be mailed ~~made available for pick-up~~ within (3) work days unless employee has previously requested ~~requests~~ that the warrant is made available for pick up. ~~be mailed.~~ ~~In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that an Off Cycle Pay Warrant be made~~

**Article XIII – Wages and Salaries, Pay Allowances, Differentials
and Certain Salary Practices**

~~available for pick-up within one (1) work day unless employee requests that the warrant be mailed.~~

12.1 a – c – No Change

12.2 – No Change

13.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

13.1 The longevity increment shall become effective on ~~the first day of the second Special School Month~~ July 1st following completion of the qualifying number of years of service.

13.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

13.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

13.4 The longevity increment schedule for years of qualifying District service shall be:

~~\$.15625~~ \$.31250 per hour after 10 years
~~\$.18750~~ \$.37500 per hour after 15 years
~~\$.21875~~ \$.43750 per hour after 20 years
~~\$.25000~~ \$.50000 per hour after 25 years
~~\$.28125~~ \$.56250 per hour after 30 years

14.0 – No Change

Unit B
ARTICLE XV

HOLIDAYS

1.0 Holidays: An employee in a regular assignment or in an assignment in lieu of his/her their 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 or immediately about the employee's assignment period, subject to the conditions listed in Sections 1.1 through 1.3

1.2:

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

~~1.1 — It is recognized by the parties that employees in this unit who are assigned to year-round schools may not receive all of the foregoing holidays on the days specified depending upon the particular calendar for each year-round school. Such employees shall, however, receive the same number of holidays according to their assignment basis as other employees in the same classification and on the same assignment basis. For example, employees assigned to a C-Basis would be eligible for all of the holidays listed above which are indicated by an asterisk (*).~~

1.2 1.1 The employee must have been in paid status for a portion of the working day of his/her their assignment immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XII (Leaves of Absence) shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.3 1.2 An employee whose regular work schedule is less than five (5) days

Article XV – Holidays

per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

1.41.3 An employee who is not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that ~~he/she was~~ they were in paid status during any portion of the working day of ~~his/her~~ their normal assignment immediately preceding or succeeding the holiday period.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

3.0 If a holiday occurs while an employee is on vacation or other paid leave, that day will be credited and paid as a holiday.

UNIT B
ARTICLE XVI

VACATION

1.0 An employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with Section 1.1. Active service means all of the time for which pay is received, excluding overtime.

1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

<u>Employee's</u> <u>Years of Service</u>	<u>Vacation Accrual</u> <u>Factor Based on</u> <u>40 Hour Workweek</u>	X	<u>Employee's</u> <u>Hours of</u> <u>Paid Status</u> <u>Exclusive of</u> <u>Overtime</u>	=	<u>Employee's</u> <u>Hours of</u> <u>Accrued</u> <u>Vacation</u>
Less than 4 years	.03846				
4 or more years but less than 15	.05770				
15 years but less than 16	.06155				
16 years but less than 17	.06539				
17 years but less than 18	.06923				
18 years but less than 19	.07308				
19 years or more but <u>less than 20</u>	.07693				
<u>20 years but less</u> <u>than 21</u>	<u>.08077</u>				
<u>21 years but less</u> <u>than 22</u>	<u>.08462</u>				
<u>22 years but less</u> <u>than 23</u>	<u>.08846</u>				
<u>23 years or more</u>	<u>.09232</u>				

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

1 through 4 years	10 days
5 through 15 years	15 days
16 years	16 days
17 years	17 days
18 years	18 days
19 years	19 days
20 years or more	20 days
<u>21 years.....</u>	<u>21 days*</u>
<u>22 years.....</u>	<u>22 days*</u>

District Initial Proposal 7/24/2024
District Amended Proposal 6/6/2025

23 years..... 23 days*
24 years or more..... 24 days*

*The vacation accrual will increase as stated above effective July 1, 2025

1.2 – 1.16 No Change

1.17 Staff Attendance Incentive:

On an annual basis with the attendance period beginning July 1, 2024 through June 30, 2025, permanent employees who exhibit high performance standards in the area of attendance (as defined by District) shall be eligible to receive the following annual incentives:

- a. Staff Annual Attendance Rate of 96%: \$100.00
- b. Staff Annual Attendance Rate of 97%: \$200.00
- c. Staff Annual Attendance Rate of 98%: \$300.00
- d. Staff Annual Attendance Rate of 99%: \$400.00
- e. Staff Annual Attendance Rate of 100%: \$500.00

No change from the District's 7/24/2024 proposal

TA @ 12/1/25

MD @ 12/1/25

Unit B
ARTICLE XVIII
TUITION REIMBURSEMENT

1.0 The District may grant tuition reimbursement to permanent Unit employees under the conditions specified below:

a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.

b. Approval for reimbursement shall be obtained on the appropriate form signed by the Local District Superintendent/Division head or designee before commencement of the course or program. Approval shall be at the sole discretion of the District. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to know the reasons(s) for the disapproval.

c. The course(s) or program must be directly related to the employee's service to the District and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the District.

d. The course(s) or program shall not be taken during the employee's assigned duty hours.

e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.

f. Tuition reimbursement shall be limited to a maximum of \$600 ~~\$1,400~~, effective July 1, ~~2009~~ 2025, for any individual employee during any twelve (12) month period.

g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

2.0 – 4.0 – No Change

**Memorandum of Understanding
Los Angeles Unified School District and SEIU, LOCAL 99
Generative Artificial Intelligence (GAI) Task Force**

This Memorandum of Understanding (MOU) is to memorialize an agreement between the Los Angeles Unified School District and SEIU, Local 99 regarding generative artificial intelligence (GAI).

1. The District and SEIU acknowledge that advancements in technology including the use of generative artificial intelligence (GAI) within the educational environment is a fast-growing initiative designed to support student achievement and improve equity and access for student learners. The District shall establish a collaborative task force to provide input regarding the use of generative AI within the instructional setting.
2. SEIU will serve as a stakeholder group on this task force with up to four (4) representatives appointed by SEIU. The taskforce will meet at least once [quarterly](#) for the term of this Agreement.
3. The task force shall be charged with making recommendations to the District's Superintendent or designee regarding [the use of GAI within the instructional setting](#).
4. All recommendations by the task force shall be reached by clear and substantial consensus prior to the recommendation's submission to the District's Superintendent or designee for approval.
5. If the District seeks to use a generative AI application with reasonably foreseeable impacts on SEIU's bargaining unit members terms and conditions of employment, if any, the district will provide notice to SEIU for the purposes of affording an opportunity to demand to meet and confer in alignment with the District's appropriate obligations under EERA.

This MOU is non-precedent setting and will remain in effect for the duration of the parties' 2024-2027 LAUSD/SEIU Collective Bargaining Agreement.

SEIU	Date
LAUSD	Date

District Proposal 4/29/2025
Union Counter 5/8/2025
District Counter 10/22/2025
District Counter 12/1/2025

MEMORANDUM OF UNDERSTANDING
Los Angeles Unified School District – SEIU, Local 99

This Memorandum of Understanding (MOU) is to memorialize an agreement between Los Angeles Unified School District (“District”) and SEIU, Local 99 (“SEIU”) regarding unassigned days that occur during the C basis work year calendar.

The District recognizes that C basis employees have a work year that is inclusive of unassigned days that do not require services to students. In an effort to minimize the impact of the unassigned days that occur during the C basis work year calendar, the District and SEIU agree to the following:

1. To the extent operationally and economically feasible, the District will provide opportunities for C Basis employees to work additional hours on unassigned days as part of the Winter Recess Academy (up to 5 days) during the 2025-2026, 2026-2027, and 2027-2028 school years.
2. The District will offer C basis employees three (3) days of optional training on unassigned days during the 2026-2027 and 2027-2028 school years. The training will be the same as the employee’s regularly scheduled work hours and paid at the employee’s regular hourly rate.
3. C Basis employees may request to cash out up to four (4) days of vacation on unassigned days per year during the 2025-2026, 2026-2027, and 2027-2028 school years.

This non precedent setting agreement shall be in effect July 1, 2025 through June 30, 2028, and may be extended by mutual agreement.

SEIU 99

DATE

LAUSD

DATE

Los Angeles Unified School District – Service Employees International Union
MEMORANDUM OF UNDERSTANDING
Revised March 14, 2025

Regarding the Impact of the Instructional Calendar on the Work Year Calendar, Los Angeles Unified School District and Service Employees International Union – Local 99 (SEIU 99) agree to the following terms, summarized below and detailed in Attachment A:

Required Work Year Calendar (Attachment A)

Pending Board approval, the District will implement three instructional calendars. For the 2025-2026, 2026-2027 and 2027-2028 school years, the required work year calendars will be as follows:

2025-2026

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2025-2026 school year
- Maintain a 3-week (15 days) winter break for the 2025-2026 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 5-9, 2026.

2026-2027

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2026-2027 school year
- Maintain a 3-week (15 days) winter break for the 2026-2027 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 4-8, 2027.

2027-2028

- 182 work days for C-Basis employees, inclusive of two Pupil Free Days.
- The District will provide C-Basis employees with two Optional Paid Employee Preparation Days for planning and preparation to be worked at the discretion of the employee.
- Maintain a 1-week Fall/Thanksgiving break for the 2027-2028 school year
- Maintain a 3-week (15 days) winter break for the 2027-2028 school year
- Provide instruction, enrichment, nutrition and child supervision through a voluntary Winter Recess Academy January 3-7, 2028.

SEIU 99

DATE

LAUSD

DATE

ATTACHMENT A

1. The 2025-2026 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2025-2026 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Wednesday, August 13, 2025 (Pupil Free Day)
 - ii. Employee End Date: Thursday, June 11, 2026 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Tuesday, August 12, 2025 and Friday, June 12, 2026.
 - c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2025-2026 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 22, 2025 through Friday, January 9, 2026.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 5, 2026 through Friday, January 9, 2026. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 27, 2026 shall be a paid day in honor of Cesar E. Chavez.
2. The 2026-2027 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2026-2027 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Tuesday, August 11, 2026 (Pupil Free Day)
 - ii. Employee End Date: Monday, June 7, 2027 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Monday, August 10, 2026 and Tuesday, June 8, 2027.
 - c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2026-2027 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 21, 2026 through Friday, January 8, 2027.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 4, 2027 through Friday, January 8, 2027. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 31, 2027 shall be a paid day in honor of Cesar E. Chavez.
3. The 2027-2028 required work year for bargaining unit members represented by SEIU 99 shall be as follows:
 - a. For the 2027-2028 school year, the total number of required workdays for C-basis employees will be 182 as follows:
 - i. Employee Start Date: Wednesday, August 11, 2027 (Pupil Free Day)
 - ii. Employee End Date: Thursday, June 8, 2028 (Pupil Free Day)
 - b. Two Optional Paid Employee Preparation Days will be offered to C-basis employees on Tuesday, August 10, 2027 and Friday, June 9, 2028.

- c. Early Education Center Aides shall be provided with the voluntary option of working up to two Saturdays for planning and preparation during the 2027-2028 school year at no less than their regular rate of pay, to be scheduled upon mutual agreement by the Early Education Center staff and administration.
 - d. Winter Break for B, C, and E-Basis employees (no required service): Monday, December 20, 2027 through Friday, January 7, 2028.
 - e. The District will offer a 5-day, optional UTK-12 Winter Recess Academy from Monday, January 3, 2028 through Friday, January 7, 2028. Bargaining Unit members who work any of these days will be compensated at their regular hourly rate.
 - f. March 31, 2028 shall be a paid day in honor of Cesar E. Chavez.
-
- 4. The 2025-2026, 2026-2027 and 2027-2028 required work years for B, C, and E-basis bargaining unit members represented by SEIU 99 shall include a five (5) day break from required service during the week of Thanksgiving.
 - 5. The 2025-2026, 2026-2027 and 2027-2028 required work years for B, C, and E-basis bargaining unit members represented by SEIU 99 shall include a five (5) day break from required service during the week of Spring Break.
 - 6. SEIU members on B, C, and E basis may cash out up to four (4) vacation days during each of the 2025-2026, 2026-2027, and 2027-2028 school years, in accordance with procedures and timelines established by the District, which are subject to impact and effects bargaining.
 - 7. Prior to submitting a proposed instructional calendar for the 2028-2029 school year to the Board for approval, LAUSD shall bargain with SEIU 99 over their required work year calendar.
 - 8. The Parties agree to continue negotiations regarding unassigned days and work hours for SEIU 99 members during the current negotiations of the 2024-2027 successor contract.

**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99
FOR HEALTH CARE ASSISTANT ASSIGNED HOURS**

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:

- A. The District shall assign Health Care Assistants in the classifications listed below currently assigned fewer than 7 hours, to a 7 hour assignment, effective July 1, 2025 or 60 days after the signing of this agreement, whichever comes last:
 - a. Health Care Assistant - (Class Code 4700)
 - b. Health Care Assistant (Male) - (Class Code 4701)

- B. All Health Care Assistants acknowledge that they may be assigned to perform any and all duties outlined in the class description.

- C. Additional hours and/or overtime hours worked will be paid in accordance with Article IX - Hours and Overtime.

This non-precedent-setting agreement shall be in effect from July 1, 2025 through June 30, 2028.



6/11/25

SEIU

Date



06/11/2025

LAUSD

Date

**SIDELETTER BETWEEN LAUSD & SEIU, LOCAL 99 FOR
SPECIAL EDUCATION ASSISTANT & HEALTH CARE ASSISTANT ASSIGNED HOURS**

The purpose of this Sideletter is to memorialize the Agreement between the Los Angeles Unified School District (“District”) and SEIU, Local 99 (“SEIU”), regarding the assigned hours for employees regularly assigned in Special Education Assistant and Health Care Assistant classifications.

The District is committed to an inclusive education environment for students with special needs. This includes their ability to participate in afterschool programs. The District recognizes that Special Education Assistants and Health Care Assistants play a major role in students’ integration into the inclusive education environment inside and outside of the classroom. To facilitate students’ successful transition to afterschool programs the District and SEIU agree to the following:

- A. Effective July 1, 2026, Special Education Assistants regularly assigned in the classifications listed below, will be assigned 7.25 hours.
 - i. Special Education Assistant - (Class Code 4571)
 - ii. Special Education Assistant (Male) – (Class Code 4566)
 - iii. Special Education Assistant (Deaf and Hard-of-Hearing) – (Class Code 4578)

- B. Effective July 1, 2026, Health Care Assistants regularly assigned in the classifications listed below, will be assigned 7.25 hours.
 - i. Health Care Assistant - (Class Code 4700)
 - ii. Health Care Assistant (Male) - (Class Code 4701)

- C. All Special Education Assistants and Health Care Assistants acknowledge that they may be assigned to perform any and all duties outlined in the respective class descriptions.

- D. Additional hours and/or overtime hours worked will be paid in accordance with Article IX – Hours and Overtime.

- E. The District and SEIU commit to further discussions regarding the roles and hours of Special Education Assistants and Health Care Assistants. To facilitate these discussions a taskforce comprised of four (4) members appointed by SEIU and four (4) members appointed by the District shall meet quarterly during the 2025-26 and 2026-27 school years.

This non-precedent-setting agreement shall be in effect from July 1, 2026, through ~~July 1~~ June 30, 2028, and may be renewed by mutual agreement of the parties.