

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

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*Human Resources Officer*

June 25, 2010

Bill Lloyd, Executive Director  
Service Employees' International Union, Local 99  
2724 West Eighth Street  
Los Angeles, CA 90005

Dear Mr. Lloyd:

This side letter of agreement is entered into between the Los Angeles Unified School District ("District") and the Service Employees' International Union, Local 99 ("Union"), the exclusive representative of District employees in bargaining Unit C.

Notwithstanding any other provisions in the parties' Unit C Collective Bargaining Agreement or otherwise, the District and the Union agree as follows:

1. Pursuant to the District's statutory authority to decrease the number of days in the instructional year and in response to the critical financial need to reduce costs, the District and the Union have agreed to furlough days. Commencing with furloughs in 2009-2010 and continuing with furloughs in 2010-2011, the District and the Union have agreed to a total of twelve furlough days. As to 2009-2010, the parties previously agreed, in an October 22, 2009 side letter, to four furlough days. Commencing in 2010-2011, the number of furlough days will increase to eight.
2. Generally, but not in all cases, seven of the eight furlough days will be scheduled by the District on otherwise assigned work days within the employee's basis to correspond with days when schools are not open for instruction. It is provided, however, that with respect to November 22, 2010, an employee who has sufficient, accrued vacation time may elect to take November 22, 2010 as a vacation day. Any employee making this election shall be scheduled for an alternative furlough day during the month of October 2010, February 2011, March 2011 or May 2011.
3. Furlough days are a reduction in the employees' hours over the course of a work year. Except as noted above with respect to November 22, 2010, vacation time or other paid leaves may not be used on a furlough day (an unpaid non-work day). For purposes of this sideletter, a furlough day shall be defined as an employee's regularly assigned work day (i.e. the employee's basic assignment) as of the date of the furlough.
4. For 2010-2011, the District will reduce or mitigate planned reductions in Unit C represented positions as determined by the District.

5. In light of the ongoing fiscal challenges and uncertain near-term potential developments (both positive and negative), either party may reopen this agreement over base salaries and/or other compensation subjects and related Articles and/or Appendices in the event that such party believes that a material change in the District's financial condition has occurred as compared to the projected revenues, expenditures, and ending balances contained in the Superintendent's 2010-2011 Final Budget. All such negotiations shall commence as soon as reasonably practicable after a request to reopen, but in no event more than ten (10) days after a written request to reopen, absent mutual agreement for a longer period. Nothing herein shall require that all reopeners be requested by a party at the same time.

Sincerely,



John Bowes, Ed.D.  
Assistant Chief Human Resources Officer

SO AGREED



Bill A. Lloyd  
SEIU Local 99

6/25/10

Date