# UNFAIR PRACTICE CHARGE

## INSTRUCTIONS:
File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB’s website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

## IS THIS AN AMENDED CHARGE?
- **YES**
- **NO [X]**

## 1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐ PUBLIC ☐

| **a. Full name:** | Service Employees International Union, Local 99 |
| **b. Mailing Address:** | 2724 W. 8th Street, Los Angeles, CA 90005 |
| **c. Telephone number:** | |
| **d. Name and title of agent to contact:** | Daniel B. Rojas |
| **Telephone number:** | |
| **E-mail Address:** | |

## 2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☒

| **a. Full name:** | Los Angeles Unified School District |
| **b. Mailing Address:** | 333 S. Beaudry Ave. Los Angeles, CA 90017 |
| **c. Telephone number:** | |
| **d. Name and title of agent to contact:** | Los Angeles Unified School District |
| **Telephone number:** | |
| **E-mail Address:** | |
| **Fax No.:** | |

## 3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- **a. Full name:**
- **b. Mailing address:**

## 4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- **a. Full name:**
- **b. Mailing Address:**
- **c. Agent:**

## 5. GRIEVANCE PROCEDURE

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1 An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.
6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.)

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

(Type or Print Name) /s/ (Signature) 10/11/2022 Date
**STATE OF CALIFORNIA**  
**PUBLIC EMPLOYMENT RELATIONS BOARD**  
**UNFAIR PRACTICE CHARGE**

**DO NOT WRITE IN THIS SPACE:**  
Case No:  
Date Filed:  

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

**IS THIS AN AMENDED CHARGE?**  
**YES**  
If so, Case No.  
**NO ✔**

<table>
<thead>
<tr>
<th>1. CHARGING PARTY: EMPLOYEE</th>
<th>EMPLOYEE ORGANIZATION</th>
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<th>PUBLIC</th>
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<tbody>
<tr>
<td>a. Full name:</td>
<td>Service Employees International Union, Local 99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Mailing address:</td>
<td>2724 W. 8th St., Los Angeles, CA 90005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Telephone number:</td>
<td>(213) 387-8393</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Name and title of person filing charge:</td>
<td>Daniel B. Rojas, Attorney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:drojas@rsglabor.com">drojas@rsglabor.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone number:</td>
<td>(626) 796-7555</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Bargaining unit(s) involved:</td>
<td>All Bargaining Units</td>
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<td></td>
</tr>
<tr>
<td>c. Telephone number:</td>
<td>(213) 241-1000</td>
<td></td>
</tr>
<tr>
<td>d. Name and title of agent to contact:</td>
<td>Anthony DiGrazia, Director of Labor Relations</td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:anthony.digrazia@lausd.net">anthony.digrazia@lausd.net</a></td>
<td></td>
</tr>
<tr>
<td>Telephone number:</td>
<td>(213) 241-8322</td>
<td></td>
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1 An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

PERB-61 (08/2022)  
SEE REVERSE SIDE
5. GRIEVANCE PROCEDURE
Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes [ ] No [ ] Unknown [ ]

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
   - [ ] Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
   - [ ] Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
   - [ ] Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
   - [ ] Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)


   - [ ] The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)

   - [ ] Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)

   - [ ] Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: 3543; 3543.2; 3543.5

   - [ ] Unknown

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

   - [ ]

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.)

   - [ ] See attached

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DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on _______________ (Date)
at: ________________________________ (City and State)

Daniel B. Rojas, Attorney

(Type or Print Name and Title, if any)

/s/ Daniel B. Rojas

(Signature)

Mailing Address: Rothner, Segall & Greenstone
510 S. Marengo Ave.
Pasadena, CA 91101

E-Mail Address: drojas@rsglabor.com

Telephone Number: (626) 796-7555
Statement of Charge

Service Employees International Union, Local 99 v. Los Angeles Unified School District

1. Service Employees International Union, Local 99 ("Local 99" or "Union") was at all relevant times, and is now, a recognized employee organization within the meaning of Government Code section 3540.1(d) and is the exclusive representative of several bargaining units of employees of Los Angeles Unified School District ("LAUSD").

2. LAUSD is a public school employer within the meaning of Government Code section 3540.1(k).

3. At all material times, Acceleration Days and the additional workdays being proposed by LAUSD constituted a subject within the scope of representation within the meaning of Government Code section 3540.1.

4. On or about April 7, 2022 during a Zoom meeting attended by agents of LAUSD including, but not limited to, Antonio DiGrazia, Director of Labor Relations, Robert Samples, Assistant Director of Labor Relations, Lisa Li, Labor Relations Administrator, Melinda Le Duff, Labor Relations Administrator, and Shiwonda Wynn, Labor Relations Administrator, Local 99, through Special Assistant to the Executive Director Pam Stevenson, verbally expressed agreement with a proposal by LAUSD concerning Student Acceleration Days ("Acceleration Days"), and, by expressing such agreement, reached an agreement in principle with LAUSD concerning this subject. Acceleration Days are additional, attendance-optional days of accelerated learning that LAUSD intends to make available to students to provide them additional academic support.

5. The agreement in principle between Local 99 and LAUSD was essentially that employees represented by Local 99 would have the option of working during all Acceleration Days, including Acceleration Days scheduled to take place on October 19 and December 7, 2022, and March 15 and April 19, 2023.

6. PERB has consistently held that employee work schedules are subjects within the scope of representation. More specifically, PERB has consistently held that employee work schedules or calendars and, specifically, holiday and vacation dates, are subjects within the scope of representation. See, e.g., Los Rios Community College District (1988) PERB Decision No. 684; Lake Elsinore School District (1986) PERB Decision No. 606; Palos Verdes Peninsula Unified School District/Pleasant Valley School District (1979) PERB Decision No. 96. While an academic calendar is not negotiable, if a school employer intends to establish both academic and employee work schedules in one calendar, then such calendar is a subject within the scope of representation. San Jose Community College District (1982) PERB Decision No. 240; Oakland Unified School District (1983) PERB Decision No. 367.

7. On April 23, 2022, LAUSD, through Kristen K. Murphy, Chief of Employee Support and Labor Relations, reiterated its agreement in principle with Local 99 by e-mailing Max Arias, Executive Director of Local 99. A copy of LAUSD’s April 23, 2022 e-mail regarding Acceleration Days is attached hereto as Exhibit A.
8. On April 26, 2022, LAUSD, through its Board of Education, again reiterated its agreement in principle with Local 99 by approving a 2022-2023 employee work schedule extending the school year by four optional Acceleration Days that would take place on October 19 and December 7, 2022, and March 15 and April 19, 2023. A copy of the employee work schedule approved by the Board of Education is attached hereto as Exhibit B.

9. On April 26, 2022, LAUSD, through its website, broadly publicized the above-mentioned 2022-2023 employee work schedule and implicitly affirmed that it had reached an agreement with classified employees concerning staffing on Acceleration Days by, through the below-mentioned agents, making the following statements:

“The school calendar provides a meaningful investment in our students and teachers to address the crisis facing us today,” Superintendent Alberto M. Carvalho said. “Doing the same thing that we've always done is quite frankly not acceptable. The accelerated learning days will be designed to provide a deep level of supplemental academic support for our students who need it the most – students who have lost the most ground, students in foster care, students with English language limitations or one or more disabilities. We must have the courage and compassion to provide extended quality instruction time for these students and professional development for our teachers.”

*  *  *

“By giving students more time at school – and teachers more time to collaborate, plan, and develop relationships with kids – we can help our students accelerate their recovery from the trauma and disruptions of the pandemic,” Board President Kelly Gonez said. “These optional days are just one of the many strategies we’re pursuing to ensure our students have the academic and socioemotional support they need to be successful.”

*  *  *

“The significant learning loss and trauma our students experienced over the past two years has had a profound impact on their overall progress and wellbeing — and the effects of this crisis require bold, innovative action to provide more targeted support for their recovery,” Board Vice President Nick Melvoin said. “In the future, I hope to see more substantive changes to the timing and process of community engagement, and ultimately a school calendar that reflects the needs of our families and school communities.”

*  *  *

“The additional four days of instruction will be an essential addition to our school calendar,” Board Member Scott M. Schmerelson said. “These four days will be strategically timed to help our students get the extra support they need at critical points during the school year. Collaboration at the individual school
sites among teachers, administrators and staff will benefit the students at each school community because they know their students best.”

* * *

“I’m proud to support a calendar that focuses on accelerating learning for both our students and staff,” Board Member Tanya Ortiz Franklin said.

(emphasis added)

A copy of LAUSD’s press release concerning the 2022-2023 academic calendar year is attached hereto as Exhibit C.

10. On September 26, 2022, LAUSD, through Kristen K. Murphy, repudiated its agreement in principle with Local 99 concerning Acceleration Days by e-mailing a revised bargaining proposal to Max Arias. LAUSD’s revised proposal constituted a repudiation of its prior agreement because it would result in **October 19 and December 7, 2022, and March 15 and April 19, 2023 becoming required, rather than optional, regular workdays for employees represented by Local 99.** A copy of LAUSD’s September 26, 2022 e-mail to Local 99 is attached hereto as Exhibit D and a copy of LAUSD’s revised proposal is attached hereto as Exhibit E.

11. Since September 26, 2022, LAUSD has, through its various agents, engaged in surface bargaining concerning the subject of employee work schedules during Acceleration Days by, including, but not limited to, engaging in Boulwarian tactics such as insisting that Local 99 agree to a take-it-or-leave it offer in which access to additional workdays is contingent on Local 99 agreeing that certain Acceleration Days become required, rather than optional, workdays, all the while refusing to provide any explanation for repudiating its prior agreement with Local 99 in which all such workdays would be optional.

12. On or around September 28, 2022, LAUSD, through Superintendent Carvalho, confirmed that LAUSD had reached a unilateral decision to make certain Acceleration days required, rather than optional, workdays for employees represented by Local 99 by stating the following to an LA Times reporter:

> Though our original plan would have allowed real-time understanding of student gaps, this updated plan allows students to benefit from the instruction and support provided by fully staffed schools. . . . At the end of the day, we will continue to do right by our students.

This and other statements yet unknown constitute evidence that LAUSD’s plan to turn certain Acceleration Days into required, rather than optional, workdays is a fait accompli.

13. On or around October 4, 2022, during a negotiation session, Local 99, through Max Arias, rejected LAUSD’s September 26 revised offer that certain Acceleration Days become mandatory workdays and notified LAUSD that its repudiation of its prior agreement amounts to a breach of its duty to meet and confer in good faith and an illegal, unilateral change to a subject within the scope of representation.
14. On or around October 5, 2022, LAUSD, through Kristen K. Murphy, Chief of Employee Support and Labor Relations, doubled down on its repudiation of its prior agreement and participation in Boulwarian tactics by e-mailing a second revised bargaining proposal to Max Arias in which LAUSD maintained that access to any additional workdays, including optional workdays, is contingent on October 19 and December 7, 2022, and March 15 and April 19, 2023 becoming regular, required work days. A copy of the LAUSD’s October 5, 2022 e-mail to Local 99 is attached hereto as Exhibit F and a copy of LAUSD’s second revised proposal is attached hereto as Exhibit G.

15. On or around October 6, 2022, in an e-mail he submitted to Kristen K. Murphy, Max Arias reiterated Local 99’s position that LAUSD’s repudiation of its prior agreement amounted to a violation of its duty to meet and confer in good faith with Local 99. A copy of this e-mail is attached hereto as Exhibit F.

16. To date, LAUSD has, through its various agents, continued to breach its duty to meet and confer in good faith with Local 99 by, including, but not limited to: 1) insisting that Local 99 agree to a take-it-or-leave it offer in which access to additional workdays is contingent on Local 99 agreeing that certain Acceleration Days become required, rather than optional, workdays; and 2) unilaterally requiring that October 19 and December 7, 2022, and March 15 and April 19, 2023 become regular, required workdays.

17. By the above-described conduct, LAUSD has interfered with, restrained and coerced employees rights under the Educational Employees Relations Act ("EERA") and violated Local 99’s rights under the EERA in violation of Government Code sections 3543, 3543.2, and 3543.5 by, including, but not limited to, 1) unilaterally implementing a change in policy to a subject within the scope of representation; 2) repudiating, without offering any justification, an agreement in principle it reached with Local 99; 3) engaging in illegal surface bargaining ; and 4) otherwise breaching its duty to meet and confer in good faith with Local 99 concerning a subject within the scope of representation.

18. As a remedy, Local 99 seeks, inter alia, an order requiring that LAUSD: (1) cease and desist from engaging in illegal surface bargaining and regressive bargaining concerning subjects within the scope of representation, including additional workdays; (2) cease and desist from illegally repudiating agreements it reaches with Local 99 concerning subjects within the scope of representation, including additional workdays; (3) rescind any directive to employees requiring that employees work on Acceleration Days; (4) meet and confer with Local 99 in good faith concerning the subject of additional workdays; (5) cease and desist from implementing unilateral changes to subjects within the scope of representation, including additional workdays; (6) post a notice in conspicuous places concerning its violations of the Government Code; (7) e-mail a notice to employees concerning its violations of the Government Code; (8) through Superintendent Carvalho, read a notice out loud to employees concerning its violations of the Government Code; (9) make affected employees whole by issuing make-whole remedies, including, but not limited to, backpay with interest; and (10) provide such other relief deemed just and proper.

4
EXHIBIT A
Daniel Rojas

From: Pam Stevenson <pstevenson@seiu99.org>
Sent: Thursday, October 6, 2022 1:05 PM
To: Margaret Ortiz; Lester Garcia
Subject: FW: Calendar

FYI

Pamela Stevenson-Alridge
Chief of Staff
SEIU Local 99- Education Workers United
C:213-219-1250
pstevenson@seiu99.org

From: Murphy, Kristen <kristen.murphy@lausd.net>
Sent: Saturday, April 23, 2022 10:27 PM
To: Pam Stevenson <pstevenson@seiu99.org>; Lester Garcia <lgarcia@seiu99.org>; Max Arias <marias@seiu99.org>
Cc: DiGrazia, Anthony <anthony.digrazia@lausd.net>
Subject: Calendar

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi. Below is a letter that Superintendent sent out about the new calendar. It contains a hyperlink to the FAQs: https://achieve.lausd.net/calendar#calendar1/20220423/month

Please let us know if you have any questions.

Kristen

Kristen K. Murphy, Ed.D
Chief of Employee Support and Labor Relations
Los Angeles Unified School District
333 South Beaudry Avenue, 14th Floor
Los Angeles, California 90017
Phone: (213) 241-7000
E-mail: kristen.murphy@lausd.net

Please consider the environment before printing this e-mail

This message, together with any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged, confidential, or exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message or any attachment is strictly prohibited. If you have received this message in error, please notify the original sender immediately by telephone or by return e-mail and delete this message, along with any attachments
Dear Principals,

I am pleased to announce that Los Angeles Unified has released the proposed school calendar for the next school year. It will be voted on by the Board of Education on Tuesday, April 26.

This is a calendar not dissimilar from previous school calendars, but it will have significant positive impact. Our school community is still feeling the effects of the pandemic, and some of our students have lost ground in terms of their academic performance. Doing nothing about this is not acceptable to me or the Board of Education. We must leverage resources that will help address these effects and answer our community’s call for help.

For our students, we have added four additional days for accelerated academic opportunities, spread throughout the year, which will provide ways for them to engage in programming to catch up. These optional student acceleration academic days will occur on the following Wednesdays: October 19 and December 7, 2022, and March 15 and April 19, 2023.

For our employees, we have added three days of professional development for C-basis certificated and classified staff. These optional days will occur on August 9, 10, and 11, 2022.

In light of the dramatic conditions we've all lived through, now is the appropriate time for this investment, which supports and uplifts our students toward their full academic potential.

Warmly,

Alberto M. Carvalho
INSTRUCTIONAL SCHOOL CALENDAR 2022-2023

LEGEND:
- First Day/Last Day of Instruction
- Legal/Local Holidays
- School Recess
- Unassigned Day (no school)
- Pupil Free Days *
- Second Semester Begins
- Instructional Days
- Optional Professional Development Days (no school)
- Acceleration Days

* Scheduled Pupil Free Days are Friday, August 12, 2022, and Friday, June 16, 2023.

** If a school selects Monday, January 9, 2023, as a Pupil Free Day, then Friday, June 16, 2023, becomes an Instructional Day.
EXHIBIT C
School Board Approves 2022-23 School Calendar
Calendar Includes Seven Optional Days to Include Targeted, Accelerated Learning and Professional Development Opportunities (4-26-2022)

CONTACT: Shannon Haber
communications@lausd.net

FOR IMMEDIATE RELEASE
April 26, 2022

School Board Approves 2022-23 School Calendar
Calendar Includes Seven Optional Days to Include Targeted, Accelerated Learning and Professional Development Opportunities

Los Angeles, CA (April 26, 2022) – The Los Angeles Unified Board of Education today unanimously approved a new instructional calendar for the 2022-23 school year, with classes starting August 15, 2022, and ending June 15, 2023, to accommodate optional learning opportunities for students and optional professional development opportunities for employees.

Los Angeles Unified understands that its school community is still feeling the effects of the pandemic, and some students have lost important ground in terms of their academic performance. Research indicates that extended quality instructional time provides meaningful benefits for students in the most fragile populations. The school calendar provides opportunities for Los Angeles Unified to leverage resources to help address the academic loss experienced by our students and answer the school community’s call for help.
For students, the school calendar includes four additional days for optional, targeted, accelerated instructional opportunities, spread out throughout the year, which will provide real-time support and assistance to catch up and meet grade-level standards or earn a C or better in their courses or to get ahead. These optional student acceleration days will occur on the following Wednesdays: October 19, December 7, 2022, March 15 and April 19, 2023. The acceleration days are designed to benefit those who need to cover the most academic ground and will address the critical goals of the board, including literacy, numeracy and credit recovery to reach proficiency and be prepared for college and career success.

For employees, the school calendar includes three days of professional development for C-basis certificated and classified staff to support coherence of practices and maximize their success in the classroom. These optional professional development days for educators will occur on August 9, 10, 11, 2022.

Los Angeles Unified has entered a thorough planning and design phase before implementing the accelerated learning days and employee professional development days. The planning will include determining which students will receive targeted accelerated learning time and creating a detailed structure of the program that will concentrate on core learning and strong interventions for students who most need support.

“The school calendar provides a meaningful investment in our students and teachers to address the crisis facing us today,” Superintendent Alberto M. Carvalho said. “Doing the same thing that we've always done is quite frankly not acceptable. The accelerated learning days will be designed to provide a deep level of supplemental academic support for our students who need it the most – students who have lost the most ground, students in foster care, students with English language limitations or one or more disabilities. We must have the courage and compassion to provide extended quality instruction time for these students and professional development for our teachers.”

“The unanimous approval of the 2022-2023 instructional calendar represents bold action on behalf of the Los Angeles Unified Board of Education,” Chief Academic Officer Alison Yoshimoto-Towery said. “It represents collectively doing ‘whatever it takes’ to prioritize our educators and students with additional supports to meet our Board-adopted goals for the youth of Los Angeles Unified.”

“By giving students more time at school – and teachers more time to collaborate, plan, and develop relationships with kids – we can help our students accelerate their recovery from the trauma and disruptions of the pandemic,” Board President Kelly Gonez said. “These optional days are just one of the many strategies we’re pursuing to ensure our students have the academic and socioemotional support they need to be successful.”

“The significant learning loss and trauma our students experienced over the past two years has had a profound impact on their overall progress and wellbeing — and the effects of this crisis require bold, innovative action to provide more targeted support for their recovery,” Board Vice President Nick Melvoin said. “In the future, I hope to see more substantive changes to the timing and process of community engagement, and ultimately a school calendar that reflects the needs of our families and school communities.”
“More school days will benefit all of our students, especially those who have fallen far behind academically because of COVID-19,” Board Member Dr. George J. McKenna III said. “As a former teacher, principal and superintendent, I know the difference excellent professional development and more support for our teachers will make in the classroom.”

“We are so ready for another year of learning and excitement across all Los Angeles Unified schools,” Board Member Mónica García said. “We welcome the graduating class of 2023 and all who are returning to school in August. We believe in each and every student and have high expectations for the success of every learner.”

“The additional four days of instruction will be an essential addition to our school calendar,” Board Member Scott M. Schmerelson said. “These four days will be strategically timed to help our students get the extra support they need at critical points during the school year. Collaboration at the individual school sites among teachers, administrators and staff will benefit the students at each school community because they know their students best.”

“We must help students who lost so much during the pandemic,” Board Member Jackie Goldberg said. “I am a former teacher and I have taught teachers. I know how those four additional instructional days will really help our struggling students, and how additional professional development can help teachers.”

“I’m proud to support a calendar that focuses on accelerating learning for both our students and staff,” Board Member Tanya Ortiz Franklin said. “This calendar provides multiple optional opportunities for professional development to support our school staff in preparing to close learning gaps our students experienced not only over the past two years but even prior to the pandemic. The addition of optional learning days for students is a necessary and important decision for achieving educational equity and justice in LA Unified.”

For more information, please visit [https://achieve.lausd.net/calendar](https://achieve.lausd.net/calendar).

###
Daniel Rojas

From: Max Arias <marias@seiu99.org>
Sent: Monday, September 26, 2022 2:58 PM
To: Margaret Ortiz; Blanca Gallegos; Pam Stevenson; Manny Rangel; Nanette Rincon-Ksido
Subject: Fwd: District Proposal - Student Acceleration Days
Attachments: District Proposal for the 2022-2023 Work Year Calendar (9-27-22) SEIU.docx

Sent from my iPhone

Begin forwarded message:

From: "Murphy, Kristen" <kristen.murphy@lausd.net>
Date: September 26, 2022 at 1:00:37 PM PDT
To: Max Arias <marias@seiu99.org>, Lester Garcia <lgarcia@seiu99.org>, Margaret Ortiz <mortiz@seiu99.org>
Cc: "DiGrazia, Anthony" <anthony.digrazia@lausd.net>
Subject: District Proposal - Student Acceleration Days

Hi. Please see attached proposal regarding Student Acceleration Days.

Please call me with any questions.

Best,
Kristen

Kristen K. Murphy, Ed.D.
Chief of Employee Support and Labor Relations
Los Angeles Unified School District
333 South Beaudry Avenue, 14th Floor
Los Angeles, California 90017
Phone: (213) 241-4838
E-mail: kristen.murphy@lausd.net

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 99 AND LOS ANGELES UNIFIED SCHOOL DISTRICT

Service Employees International Union Local 99 (“SEIU”) and the Los Angeles Unified School District (“District”) agree to the terms of this Memorandum of Understanding (MOU) regarding the 2022-2023 work years for bargaining unit members represented by SEIU.

1. For the 2022-2023 school year, the required work year for SEIU bargaining unit members on C Basis shall begin on Friday, August 12, 2022.

2. For the 2022-2023 school year, the required work year for SEIU bargaining unit members on C Basis shall end on Monday, June 12, 2023.

3. Monday, December 19, 2022 and Tuesday, December 20, 2022 will be Student Acceleration Days, optional for all C-basis, B-basis, and E-basis employees assigned to school sites or who work to directly support school site operation (e.g. transportation, food services). C, B, and E basis employees who participate in the Student Acceleration Days will be paid at their regular daily rate, during their regular work hours.

4. Monday, April 3, 2023 and Tuesday, April 4, 2023 will be Student Acceleration Days, optional for all assigned to school sites or who work to directly support school site operation (e.g. transportation, food services). C-basis, B-basis, and E-basis employees. C, B, and E basis employees who participate in the Student Acceleration Days will be paid at their regular daily rate, during their regular work hours.

5. October 19, 2022, December 7, 2022, March 15, 2023 and April 19, 2023 will be required, regular days of school/work.

6. Members of the SEIU bargaining unit on C, B, or E basis who participate in the Student Acceleration Days will receive 30 minutes of additional pay for planning time for each full day they participate. Classroom instructional staff will receive an additional 30 minutes of paid time for data review to individualize support for students (60 minutes total) for each full day they participate.

7. This agreement is subject to final approval by the LAUSD Board of Education.

___________________________________________     ______________________
SEIU            DATE

___________________________________________     ______________________
LAUSD             DATE
Kristen

We were very clear on our position with regards to LAUSDs proposed changes to the status quo school calendar. Even though you had no real intent to bargain with us, you approached us with a proposal to us to change the calendar and we rejected all of your changes. We feel you are continuing to engage in surface bargaining by sending this “proposal” with no context and with your intention to just implement a new calendar based on reaching a very public agreement with another unit. Even though you have been representing this process as bargaining with us, you never had any intention to bargain. Furthermore if you are serious in engaging with us again on this subject, this is not a way to present a proposal, it needs to be done at the table with our team. I just want to reiterate that if you do go ahead in unilaterally implement an agreement you reached with another bargaining unit, we will consider this a unilateral implementation of major changes to workers wages, benefits and working conditions and a breach in the original agreement our parties reached to establish the current calendar and we will do everything possible to defend our rights.

Sincerely
Max Arias
Executive Director
SEIU Local 99

Sent from my iPhone

On Oct 5, 2022, at 6:18 PM, Murphy, Kristen <kristen.murphy@lausd.net> wrote:

Hi, Max, Lester and Margaret.

Attached is a revised proposal regarding the effects of the revision of the instructional calendar/student acceleration days.

Please let me know if you have any questions.

Best,
Kristen
Kristen K. Murphy, Ed.D.
Chief of Employee Support and Labor Relations
Los Angeles Unified School District
333 South Beaudry Avenue, 14th Floor
Los Angeles, California 90017
Phone: (213) 241-4838
E-mail: kristen.murphy@lausd.net

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4. Monday, April 3, 2023 and Tuesday, April 4, 2023 will be Student Acceleration Days, optional for all assigned to school sites or who work to directly support school site operation (e.g. transportation, food services). C-basis, B-basis, and E-basis employees. C, B, and E basis employees who participate in the Student Acceleration Days will be paid at their regular daily rate, during their regular work hours.

5. October 19, 2022, December 7, 2022, March 15, 2023 and April 19, 2023 will be required, regular days of school/work.

6. December 19 and 20, 2022 and April 3 and 4, 2023 are currently mandatory vacation days for employees on C, B, and E basis.

7. Employees who choose to work on any of the Student Acceleration Days will have the option to request a vacation pay-out for the number of hours worked on the acceleration days, in addition to their regular rate of pay for the hours worked. Alternatively, employees who work the Student Acceleration Days may choose to bank the unused vacation time for later use in addition to their regular rate of pay for the hours worked.

8. To facilitate employees being paid in a timely manner for any hours worked on December 19 and 20, 2022, employees who wish to have the time worked appear on the December 30th (classified) or January 6th (semi-monthly) pay warrant shall sign a commitment form indicating the dates they plan to work and submit the form to their time keeper no later than November 1, 2022. This form will also include an acknowledgement that the employee must sign, stating that if the hours are not worked, a payroll adjustment will be made in a subsequent pay period to reflect the actual hours worked and avoid an overpayment.

9. Members of the SEIU bargaining unit on C, B, or E basis who participate in the Student Acceleration Days will receive 30 minutes of additional pay for planning time for each full day they participate. Classroom instructional staff will receive an additional 30 minutes of paid time for data review to individualize support for students (60 minutes total) for each full day they participate.
10. This agreement is subject to final approval by the LAUSD Board of Education.

___________________________________________     ______________________
SEIU       DATE

___________________________________________     ______________________
LAUSD      DATE
**PROOF OF SERVICE**

I declare that I am a resident of or employed in the County of **Los Angeles**, State of **California**. I am over the age of 18 years. The name and address of my Residence or business is ____________________________________________________________

On **October 11, 2022**, I served the **Unfair Practice Charge** in Case No. ___________________________.

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Anthony DiGrazia, Director of Labor Relations
Los Angeles Unified School District
333 S. Beaudry Ave.
Los Angeles, CA 90017
anthony.digrazia@lausd.net

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on **10/11/22**.

at **Pasadena** CA

**Jerry Cohen**

/s/ Jerry Cohen

(02/2021) Proof of Service