SALARIES

I. 2020-2021:
   Retention & Appreciation Bonus:
   In recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic during the full closure of schools, all SEIU bargaining unit members employed as of June 30, 2021 and active as of the date of Board ratification of this agreement shall receive $1,000 as a one-time retention and appreciation bonus.

II. 2021-2022:
    Salary Increase:
    Effective July 1, 2021, all SEIU bargaining unit members shall receive a 6% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

III. 2022-2023:
    Salary Increase:
    Effective July 1, 2022, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

IV. 2023-2024
    Salary Increase:
    Effective July 1, 2023, all SEIU bargaining unit members shall receive a 7% on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.

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

03/24/23
For SEIU Local 199
SIDE LETTER BETWEEN LAUSD & SEIU, LOCAL 99
EDUCATION & PROFESSIONAL DEVELOPMENT FUND
UNITS B, C, F, & G

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

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

[Signatures and dates]
Los Angeles Unified School District

SEIU Local 99

Date

Date
March 24, 2023

Max Arias
Service Employees International Union (SEIU), Local 99
3530 Wilshire Blvd., #1800
Los Angeles, CA 90010

RE: JOINT LABOR MANAGEMENT COMMITTEE TOPICS

Dear Mr. Arias:

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

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

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

It is so agreed:

[Signature]
LAUSD

[Signature]
SEIU, LOCAL 99

DATE
03/24/23

DATE
03/24/23
This Tentative Agreement is made and entered into this 24th day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District (“District”) and SEIU, Local 99 for employees in Unit B (SEIU).

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

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties’ 2017-2020 Agreement are incorporated as part of the parties’ successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.

B. **COMPENSATION:**

I. **2020-2021:**

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

C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.

D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days’ written notice. There shall be no reopeners.

YD TA
3/04/23

MSA TA
3/24/23
The above is subject to ratification by the membership of Unit B and to final approval by the LAUSD Board of Education.

Date of agreement: 03/24/23

Los Angeles Unified School District

By: Tony刀
On Behalf of LASUD

SEIU, Local 99

By: 
On Behalf of SEIU

Adopted and approved by the Board of Education on _________________ 2023.

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

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

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

B. COMPENSATION:
   I. \textbf{2021-2022:}

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

   II. \textbf{2022-2023:}

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

   III. \textbf{2023-2024}

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

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

\begin{flushright}
\text{TA}
\end{flushright}

\begin{flushright}
03/24/23
\end{flushright}
C. **ADDITIONAL AGREEMENTS:**
1. Article IV - Union Rights
2. Article VII - Non-Discrimination and Respectful Treatment
3. Article IX - Hours and Overtime
4. Article XIII - Wages and Salaries, Pay Allowances, Differentials and Certain Salary Practices
5. Special Education Assistant Sideletter
6. Education and Professional Development Fund Sideletter
7. Joint Labor Management Committee Topics Sideletter

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

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

Date of agreement: 03/24/23

Los Angeles Unified School District

By: [Signature]
On Behalf of LASUD

SEIU, Local 99

By: [Signature]
On Behalf of SEIU

Adopted and approved by the Board of Education on [Date], 2023.

By: [Signature]
Jackie Goldberg, President
LAUSD Board of Education
Unit B – Article IV
UNION RIGHTS

1.0 – 8.0 – CCL (Current Contract Language)

9.0 Labor Management Committees: Labor Management committees, each comprised of five six (6) Unit B members as designed in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern. There shall be no more than one two such meetings per quarter in each area designated, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency operations in their designated area, including but not limited to discussion of staffing ratios.

The Special Education Committee's charter and the Early Education Center committee's charter shall include exchange and discussion of information related to the Consent Decree. Any agreements reached, or actions undertaken by the Special Education Committee or the Early Education Center committee shall be within limitations set forth by the Consent Decree.

The committees may not reach agreement with administrators regarding matters that improve operations. However, they shall not reach agreement on any matters that conflict with or modify the collective bargaining agreement within the scope of representation including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas for Unit B committees shall be:

1. Special Education;
2. Early Education

(3) All others areas where Unit B employees are assigned.

10.0 - CCL

03/24/23

3/24/23
1.0 Pursuant to applicable Federal and State laws, the District and Union agree not to discriminate against any employee, including probationary employees based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual orientation, political affiliations, or union activities.

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

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

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

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

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

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

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

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:
   i. Reasonable fear of harm to person or property of the target(s)
   ii. Substantially detrimental effect on physical or mental health of the target(s)
   iii. Substantial interference with work performance
   iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

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

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

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

03/24/23  3/24/23
Unit B - Article IX
Hours and Overtime

1.0 - 1.8 – CCL (Current Contract Language)

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 of not less than twelve (12) hours except in cases of emergency, 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).**

2.1 – 2.4 - CCL

3/24/23

03/24/23
Unit B - ARTICLE XIII

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

1.0 - 5.0 - Current Contract Language

6.0 Lead and/or training differential
Any bargaining unit member performing lead duties and/or training other employees shall receive a 5% differential for all hours worked in such capacity. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration. Lead assignments are voluntary, shall be rotated, and based on classification and then district seniority.

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.

6.0-7.0 Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes accelerated hiring at a higher rate.

7.0-8.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

7.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

a. Limited term assignments in the same, equal, or higher class;

b. In the event of demotion following promotion to a regular position, time spent in a higher class; and

c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

MSA 03/24/23
9.0 Salary Placement upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

Reimbursement for Mileage Expenses: Employees who are required to use their personal vehicles for District business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

Payroll Errors:

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 made available for pick-up within (3) work days unless employee requests that the warrant 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 available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. An Off-Cycle Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to Payroll Administration.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars ($50.00) prior to making any deductions to recover such over-payment from the employee's subsequent salary payments. The District
may allow the affected employee to establish a reasonable method of repayment with Payroll Administration.

12.0-13.0 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.

12.1-13.1 The longevity increment shall become effective on the first day of the second Special School Month following completion of the qualifying number of years of service.

12.2-13.2 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.

12.3-13.3 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.

12.4-13.4 The longevity increment schedule for years of qualifying District service shall be:

$.15625 per hour after 10 years
$.18750 per hour after 15 years
$.21875 per hour after 20 years
$.25000 per hour after 25 years
$.28125 per hour after 30 years

13.0-14.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.
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. Effective January 1, 2024 the District shall initiate a process to reach full implementation on July 1, 2024, of Special Education Assistants identified in the classifications listed below, assigned fewer than 7 hours to be offered the opportunity to be assigned 7 hours.
   i. Special Education Assistant - (Class Code 4571)
   ii. Special Education Assistant (Male) – (Class Code 4566)
   iii. Special Education Trainee – (Class Code 4574)
   iv. Special Education Trainee (Male) – (Class Code 4562)
   v. Special Education Assistant (Deaf and Hard-of-Hearing) – (Class Code 4578)

B. All Special Education 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 January 1, 2024 through June 30, 2028.

Los Angeles Unified School District

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

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

A. INCORPORATION OF PREVIOUS TERMS: All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopener contained therein.

B. COMPENSATION:

I. 2020-2021:

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

C. NEGOTIATIONS FOR SUCCESSOR AGREEMENT: In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.

D. TERM OF AGREEMENT: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

[Signatures]

3/24/23
The above is subject to ratification by the membership of Unit C and to final approval by the LAUSD Board of Education.

Date of agreement: 3/31/23

Los Angeles Unified School District

By: [Signature]

On Behalf of LASUD

SEIU, Local 99

By: [Signature]

On Behalf of SEIU

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

By: _______________________

Jackie Goldberg, President
LAUSD Board of Education
MEMORANDUM OF UNDERSTANDING
2021-2024

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

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

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B. COMPENSATION:
   I. 2021-2022:

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

   II. 2022-2023:

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

   III. 2023-2024

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

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

3/24/23
For SEIU Local 9,9
C. **ADDITIONAL AGREEMENTS:**
1. Article IV – Union Rights
2. Article VII – Non-Discrimination and Respectful Treatment
3. Article IX – Hours and Overtime
4. Bus Bidding Procedures Sideletter
5. Select Classifications Sideletter
6. Education and Professional Development Fund Sideletter
7. Joint Labor Management Committee Topics Sideletter

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

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

Date of agreement: 5/24/23

Los Angeles Unified School District

By: [Signature]
On Behalf of LASUD

SEIU, Local 99

By: [Signature]
On Behalf of SEIU

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

By: _________________
Jackie Goldberg, President
LAUSD Board of Education
1.0 - 10.0 - CCL (Current Contract Language)

10.0 Special Committees: Labor Management committees, each comprised of five (5) Unit C employees, with the exception of Transportation and Mechanics which shall be entitled to (6) seven (7) representatives, as designated in writing by Local 99 to the District, shall meet periodically with District administrators responsible for the areas identified below, to discuss matters of mutual concern and find solutions. There shall be no more than one (1) such meeting per quarter in the areas of Food Services and the Information Technology Division, and not more than one (1) such meeting per month during the school year in the areas of Transportation, Mechanics, Maintenance and Operations, and Purchasing, except by mutual agreement. Such meetings shall be scheduled outside of employee duty time, to the extent possible; Local 99 shall reimburse the District for any duty time. Each committee's charter shall be to improve operational efficiency in their designated, including but not limited to discussion of staffing ratios. The committees shall not discuss nor reach agreement with administrators regarding matters within the scope of representation, including but not limited to, matters related to wages, hours of employment or other terms and conditions of employment as defined in Section 3543.2 of the Educational Employment Relations Act. The designated subject areas of the Unit C committees shall be:

(1) Food Services;
(2) Transportation;
(3) Mechanics;
(4) Purchasing;
(5) Maintenance and Operations;
(6) Information Technology Division

10.1 - 11.0 - CCL
Unit C - ARTICLE VII

NON-DISCRIMINATION AND RESPECTFUL TREATMENT

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

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

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

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

MFA 03/23/24

D 5/14/23
b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

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

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

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

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:
   i. Reasonable fear of harm to person or property of the target(s)
   ii. Substantially detrimental effect on physical or mental health of the target(s)
   iii. Substantial interference with work performance
   iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

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

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

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

03/24/23
5/14/23
1.0 – 2.0 CCL (Current Contract Language)

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 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 of not less than twelve (12) hours except in cases of emergency, 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. Overtime limits for bus drivers shall be as provided in the September 5, 1989 interoffice correspondence entitled "Exemption From Overtime Policy-Transportation Branch". 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).

2.1 – 9.0 CCL

[Signature]
3/24/23
The purpose of this Sideletter is to allow District Light and Heavy Bus Drivers to bid on a bus appropriate for their selected route. LAUSD and SEIU agree to the following terms:

- Effective with the Fall 2023 Bid, all LAUSD Bus Drivers will have up to a total of two (2) minutes to bid on a route and a bus.
- Bus Drivers will bid a route and a bus in accordance with the Annual Bid Procedures outlined in Article XII of the Unit C Agreement.
- Bus Drivers will first bid on a route before bidding on a bus.
- LAUSD shall provide the list of compatible buses available for bid.
- LAUSD reserves the right to set aside and exclude certain buses from the list of buses available for bid. This includes buses that are set aside for Assistant Area Bus Supervisors (AABS), for bus drivers with reasonable accommodations, and for the purpose of having spare buses available when assigned buses are out-of-service.
- Buses shall be distributed among the six (6) bus yards based on parking availability and fueling requirements.
- Bus Drivers must bid a bus from the compatible bus list provided by LAUSD and meets the following requirements:
  - Parks at the bus yard where the route bid originates.
  - Meets the capacity indicated on the route list of the route bid.
- Buses shall not be relocated from the bus yard where the bus is currently parked.

Upon 60 days’ written notice, either party may request to meet and confer, to make modifications to this sideletter.

Los Angeles Unified School District  
Date: 5/24/23

SEIU, Local 99  
Date: 03/24/23
March 23, 2023

Max Arias
Service Employees International Union (SEIU), Local 99
3530 Wilshire Blvd., #1800
Los Angeles, CA 90010

RE: SEIU SELECT CLASSIFICATIONS - A BASIS

Dear Mr. Arias:

This sideletter is to confirm that the Los Angeles Unified School District and Service Employees International Union (SEIU), Local 99 have agreed that the following classifications will be placed on A Basis effective July 1, 2023:

1. IT Solution Technician
2. IT Support Technician I
3. IT Support Technician II
4. Sr. IT Support Technician
5. Stock Clerk
6. Stock Worker
7. Light Truck Driver
8. Truck Driver Helper
9. Class A Commercial Truck Driver
10. Class B Commercial Truck Driver
11. Forklift Operator
12. Sr. Offset Machine Operator
13. Sr. Offset Press Operator
14. Assistant Photo Technician

This non-precedent setting agreement shall be in effect from July 1, 2023 through June 30, 2027.

It is so agreed:

[Signature]
LAUSD
Date

[Signature]
SEIU, Local 99
Date
SEIU, Local 99
Unit F
MEMORANDUM OF UNDERSTANDING
2020-2021

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

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

A. INCORPORATION OF PREVIOUS TERMS: All articles and provisions of the parties’ 2017-2020 Agreement are incorporated as part of the parties’ successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopeners contained therein.

B. COMPENSATION:

1. 2020-2021:

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

C. NEGOTIATIONS FOR SUCCESSOR AGREEMENT: In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.

D. TERM OF AGREEMENT: This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days’ written notice. There shall be no reopeners.

TA 3/24/23

MSTA 3/24/23
The above is subject to ratification by the membership of Unit F and to final approval by the LAUSD Board of Education.

Date of agreement: 4/27/23

Los Angeles Unified School District

By: ___________________________
   On Behalf of LASUD

SEIU, Local 99

By: ___________________________
   On Behalf of SEIU

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

By: ___________________________
   Jackie Goldberg, President
   LAUSD Board of Education
This Tentative Agreement is made and entered into this 26th day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit F (SEIU).

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

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

B. COMPENSATION:
   I. 2021-2022:

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

   II. 2022-2023:

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

   III. 2023-2024

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

   Effective January 1, 2024, all SEIU bargaining unit members shall receive $2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
C. ADDITIONAL AGREEMENTS:
1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

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

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

Date of agreement: 3/14/23

Los Angeles Unified School District
By: [Signature]
On Behalf of LASUD

SEIU, Local 99
By: [Signature]
On Behalf of SEIU

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

By: ________________
Jackie Goldberg, President
LAUSD Board of Education
Unit F - ARTICLE VI

NON-DISCRIMINATION AND RESPECTFUL TREATMENT

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

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

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

a. Limitations Upon the Arbitrator: The arbitrator of any grievance filed concerning violations of this section shall determine whether a District employee has engaged in “abusive conduct” as defined by California Government Code 12950.1, as “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.” The arbitrator shall only make a determination whether “abusive conduct” occurred but would not have any authority to order any remedies. Any claims for worker’s compensation benefits shall be subject to the California Worker’s Compensation Act and the exclusive jurisdiction of the Worker’s Compensation Appeal Board. The District shall retain exclusive discretion in determining any appropriate corrective action necessary to address any abusive conduct found by the arbitrator.
b. Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and the District. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

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

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

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

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:
   i. Reasonable fear of harm to person or property of the target(s)
   ii. Substantially detrimental effect on physical or mental health of the target(s)
   iii. Substantial interference with work performance
   iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

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

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

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

03/24/23  5/14/23
Unit F - ARTICLE XV

HEALTH AND WELFARE

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

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

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

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

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

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

/MSA/
03/24/23

/TO/
03/19/23
Eligible dependents and documentary proof of status required are as follows:

a. **Documentary Proof of Status Required for Dependents**

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

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

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

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

1. have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;

2. are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
(3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

(4) are not currently married to another person;

(5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;

(6) are at least eighteen (18) years of age;

(7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;

(8) are mentally competent to consent to a contract;

(9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

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

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

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

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

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

b. Decision Making — Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative,
each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the unions present and voting.

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

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

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

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

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

h. Local 99 shall appoint a representative to monitor the District's participation in the Public Agency Retirement System (PARS). Local 99 shall have the right to attend all meetings of the PARS board (except as otherwise limited by the PARS board) and shall be entitled to all correspondence to the District concerning the status of District investments with PARS. It is understood that Local 99 shall not represent the District at meetings of the PARS board. Local 99 shall report regularly to the LAUSD Health Benefits Committee regarding the status of the LAUSD PARS investments.
4.0 6.0 Eligibility for Plans: In order to become eligible and remain eligible, an employee must be regularly assigned and/or regularly working 800 hours or more, in any one year, in one classification. This provision shall sunset on December 31, 2023. Thereafter, Section 3.0 - 10.1 and 12.0 - 13.3 shall be in effect January 1, 2024.

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

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

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

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

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

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

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

6.0 9.0 Continuance of Enrollment: If an employee is on an approved unpaid leave and therefore not eligible for District contribution, the employee may arrange for continuance of enrollment for a period not to exceed one (1) year by making a proper payment to the plan. Payment shall be made by check or money order in the gross premium amount, payable to LAUSD and sent to the District's Benefits Administration Branch. Payments may be made by installments on the due dates and in the amounts required by the plan.
6.9.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in the plan until returning to active service in an eligible assignment.

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

a. For failure of the employee to make direct payment as provided under Section 6.9.9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

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

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

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

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

8.0.11.0 Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

11.0 Employee Assistance Program:

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

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

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

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

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

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

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

[Signatures and dates]

For SEIU Local 99

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

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

A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2017-2020 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. This 2020-2021 Agreement completes and closes out the 2017-2020 Agreement and all reopeners contained therein.

B. **COMPENSATION:**

   I. **2020-2021:**

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

C. **NEGOTIATIONS FOR SUCCESSOR AGREEMENT:** In exchange for the closure of this agreement, the parties agree to a new three-year term, making the successor term July 1, 2021 through June 30, 2024. The parties have been in negotiations for this successor and these negotiations will continue.

D. **TERM OF AGREEMENT:** This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2021, and thereafter shall be extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be no reopeners.

\[TA\]
\[MA\]
3/24/23
The above is subject to ratification by the membership of Unit G and to final approval by the LAUSD Board of Education.

Date of agreement: 3/3/22

Los Angeles Unified School District

By: [Signature]
On Behalf of LASUD

SEIU, Local 99

By: [Signature]
On Behalf of SEIU

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

By: _______________________
Jackie Goldberg, President
LAUSD Board of Education
This Tentative Agreement is made and entered into this 24th day of March, 2023 by and between the Board of Education of the Los Angeles Unified School District ("District") and SEIU, Local 99 for employees in Unit G (SEIU).

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

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

B. COMPENSATION:

I. 2021-2022:

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

II. 2022-2023:

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

III. 2023-2024

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

Effective January 1, 2024, all SEIU bargaining unit members shall receive $2.00/hour on-schedule wage increase applied to all pay scale groups and levels of the base salary tables.
C. **ADDITIONAL AGREEMENTS:**
1. Article VI – Non-Discrimination and Respectful Treatment
2. Article XIV – Health and Welfare
3. Education and Professional Development Fund Sideletter
4. Joint Labor Management Committee Topics Sideletter

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

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

Date of agreement: 3/10/23

Los Angeles Unified School District

By: [Signature]

On Behalf of LASUD

SEIU, Local 99

By: [Signature]

On Behalf of SEIU

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

By: _______________________

Jackie Goldberg, President
LAUSD Board of Education
Unit G - ARTICLE VI

NON-DISCRIMINATION AND RESPECTFUL TREATMENT

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

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

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

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

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

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

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

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

a. Bullying: Any severe or pervasive physical or verbal act or conduct, including electronic communications, and including one or more acts committed by an individual or group, directed toward one or more adults that has or can be reasonably predicted to have one or more of the following effects on a reasonable person:
   i. Reasonable fear of harm to person or property of the target(s)
   ii. Substantially detrimental effect on physical or mental health of the target(s)
   iii. Substantial interference with work performance
   iv. Substantial interference with ability to participate in or benefit from school services, activities, or privileges

b. Discrimination/Harassment: Discrimination is different treatment of an individual on the basis of a protected category in the context of an educational program or activity, without a legitimate, nondiscriminatory reason, that interferes with or limits the ability of the individual to participate in or benefit from the services, activities or privileges provided by the District.
   Discriminatory Harassment is where (1) the target is subjected to unwelcome conduct related to a protected category; (2) the harassment was both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics in the same circumstances; and (3) harassment was sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities or opportunities offered by the school.

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

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Unit G - ARTICLE XIV

HEALTH AND WELFARE

1.0 General: For all Unit G employees who work 1000 hours of more in a year in any one assignment in the previous school year, contribution for medical benefits will be provided which will be 50% of the annual premium cost for an employee only Kaiser Plan or a different plan with benefit comparable thereto; and a dental and vision plan. Eligible employees in Unit G shall be responsible, through payroll deductions, for 50% of the premium cost for the medical, dental, and vision plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

2.0 Dependent Coverage: Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan. This provision shall sunset on December 31, 2023. Thereafter, Sections 4.0 – 8.1 shall be in effect January 1, 2024.

3.0 This proposal will continue the current practice which does not include eligibility for lifetime benefits for Unit G employees.

4.0 District Contribution Obligations: (as to all eligible District personnel): Effective January 1, 2024, the District contribution rate and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix (X) for informational purposes only.

5.0 Plan Revisions Through the District-wide Health and Welfare Committee: Plan revisions and all other matters set forth herein shall be in accordance with the health benefits agreements between the District and the unions/associations which represent District employees. Those agreements are attached hereto as Appendix E for informational purposes only. A District-wide Health Benefits Committee (HBC) shall be formed.

a. Composition -- Each union shall be entitled to one (1) HBC member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote a piece. The District shall provide resource staff as determined by the HBC and shall provide adequate paid release time for those HBC members who are employees of the District.
b. Decision Making -- Consensus shall be used in all HBC deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the members present and voting.

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

d. The HBC shall investigate the feasibility of providing benefits to unbefitted part-time employees.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 6.0 below).

6.0 Eligibility for Plans: Effective January 1, 2024, all Unit G employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification in a status other than substitute, temporary, extra, exchange, or relief shall be eligible to enroll in:

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

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

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

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

7.0 Unit G employees will continue the current practice which does not include eligibility for retirement health benefits.
8.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

8.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 6.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

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

a. Documentary Proof of Status Required for Dependents

<table>
<thead>
<tr>
<th>Dependents</th>
<th>Documents Required (copy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Spouse</td>
<td>State- or County-issued Marriage Certificate</td>
</tr>
<tr>
<td>Domestic Partner</td>
<td>Notarized &quot;Declaration of Domestic Partnership&quot; (LAUSD Form DP 1.0)</td>
</tr>
<tr>
<td>Child, to age 26*</td>
<td>Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)</td>
</tr>
<tr>
<td>Stepchild, to age 26*</td>
<td>Birth Certificate and income tax return showing student status</td>
</tr>
<tr>
<td>Adopted Child, to age 26*</td>
<td>Adoption papers</td>
</tr>
<tr>
<td>Child who is a Legal Ward, to age 26*</td>
<td>Court Order establishing legal guardianship</td>
</tr>
</tbody>
</table>

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

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

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

(1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;

(2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

(3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

(4) are not currently married to another person;

(5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;

(6) are at least eighteen (18) years of age;

(7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;

(8) are mentally competent to consent to a contract;

(9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

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

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