



LAWNDALE
Elementary School District

AGREEMENT between

LAWNDALE ELEMENTARY SCHOOL DISTRICT (LESD)

and the

**LAWNDALE FEDERATION OF CLASSIFIED
EMPLOYEES (LFCE)**

LOCAL 4529, AFT, AFL-CIO

JULY 1, 2017 through JUNE 30, 2020

Extended through June 30, 2022

Per MOU board approved 8/13/2020

Updated TA 2019/20 – 3/2020

Updated TA 2020-2022 – 10/25/2021

Updated TA 5/5/20

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Article 1: RECOGNITION

The District confirms its recognition of the Lawndale Federation of Classified Employees Local #4529, AFT, AFL-CIO as the exclusive representative for that unit of employees listed in attached Appendix A.

In the event a new classification is created in the District, absent agreement on unit placement, the parties shall file a petition for unit clarification before the Public Employment Relations Board to decide the issue.

Article 2: DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, provided, however, that the District will meet and negotiate with the Federation over the impact of such action where in the judgment of the District the results would have a substantial long-term and continuous impact on unit members' stated job responsibilities; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, to wit: An act of God, an unforeseeable circumstance requiring immediate attention, or unit member work action or work stoppage. The initial determination of whether or not an emergency exists is within the discretion of the Board.
- 2.4 The District shall not eliminate classified service on a department-wide basis in favor of contracting with an outside agency, subject to first meeting and negotiating with the Federation.

Article 3: GRIEVANCE PROCEDURE

3.1 DEFINITIONS

3.1.1 A "Grievance" is a written claim by a unit member who has been adversely affected by a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

3.1.2 A "Grievant" is the unit member who files a grievance.

3.1.3 A "day" is any day in which the District Office is open for business.

3.1.4 The "immediate supervisor" is the management person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. Normally, the "immediate supervisor" will be the grievant's evaluator.

3.2 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor, except for alleged violations of Article 15. The grievant may be accompanied by an authorized representative of the Federation during this conference.

3.3 FORMAL LEVEL

3.3.1 LEVEL I

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the Article of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

Within the above time limits, upon request, a personal conference shall be held to discuss the grievance. The grievant may be accompanied by an authorized representative of the Federation during this conference.

3.3.2 LEVEL II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days.

This statement shall include a copy of the original grievance, the Article of this Agreement alleged to have been violated, the decision rendered, and a statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal.

Within the above time limits, upon request, a personal conference shall be held to discuss the grievance. The grievant may be accompanied by an authorized representative of the Federation during this conference.

3.3.3 LEVEL III

If not satisfied with the decision at Level II, the grievant shall give notice to the Federation within five (5) days of the decision at Level II of his/her wish to submit the grievance to arbitration. The Federation shall notify the Superintendent or designee within ten (10) days after receipt of Level II decision by the grievant if the Federation wishes to proceed to arbitration.

If no agreement is reached within said ten (10) days a current list of seven (7) of available arbitrators shall be obtained by the Federation from the California State Conciliation Service.

The selection of the arbitrator shall be made by alternatively striking names from such list until one name remains. The party who strikes the first name shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

The arbitrator shall not have authority to decide any issue not submitted or to so

interpret or apply the Agreement as to change what can fairly be said to have

been the intent of the parties as determined by generally accepted rules of contract construction.

The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence presented by the respective parties in the presence of each other.

The Board's maximum liability for direct or indirect costs imposed by arbitration awards rendered during any fiscal year shall not exceed a total of \$25,000. This includes, but is not limited to, back pay awards or awards that require the District to take action which results in a cost to the District.

The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.

If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator before consideration of the merits of the grievance.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations which shall be final and binding.

3.4 GENERAL PROVISIONS

Failure by the District to adhere to decision deadlines will permit the grievant to appeal automatically to the next step in the grievance process.

Failure by the grievant to comply with the time limitations, to attend scheduled grievance meetings, or provide requested information related to the grievance shall be deemed a termination of the grievance and a waiver of the grievant's rights to proceed in the grievance process.

Article 4: EMPLOYEE RIGHTS

- 4.1 The District and Federation recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative rights of unit members to refuse to form, join and participate in employee organization activities.
- 4.2 Unit members shall not be required, as a condition of employment to pay dues and/or fees to any organization that they have not freely and voluntarily joined. However, any unit member may sign and deliver to the District a LFCE Membership Authorization Form.
- 4.3 Unit members shall receive copies of all derogatory material placed in their personnel file within a reasonable period of time and shall be given an opportunity of attaching a written response to such derogatory material within five (5) work days of receipt prior to placement in the personnel file.
 - 4.3.1 Information of a derogatory nature which is placed in the unit member's personnel file shall be signed and dated.
- 4.4 Unit members shall have the right to inspect their personnel files during non-working time unless released by their immediate supervisor.
 - 4.4.1 Upon written authorization of the unit member, a non-unit member Federation representative may inspect the unit member's personnel file, to the extent permitted by law, during normal business hours.
- 4.5 Neither the Federation nor the District shall unlawfully discriminate against any unit member in the application of specific provisions contained in the Agreement on the basis of race, religion, sex, color, creed, age, national origin or physical handicap, union activities or affiliation. Violation of this provision shall not be subject to the arbitration procedure contained in Article 3 unless no other administrative procedure exists. Administrative procedure for the purpose of this provision shall mean State and/or Federal agencies with jurisdiction over discrimination issues: DFEH, EEOC, State Dept. of Education, PERB.
- 4.6 Unit members shall have the right to be represented by the Federation at meetings with District management that concern possible disciplinary action.

Article 5: PAYROLL DEDUCTIONS

5.1 The District will deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee. Such deduction shall be made only upon submission of the LFCE Membership Authorization Form to the designated representative of the District duly completed and executed by the employee and the Federation.

5.2 Upon appropriate written authorization from the unit member, the District may deduct from the salary of any unit member, and make appropriate remittance for annuities, credit unions, saving bonds, insurance premiums or charitable donations.

Article 6: COMPENSATION AND BENEFITS

TA 2019/20 – Item 6.1

TA 2020/22 – Items 6.1, 6.5

- 6.1 Unit members will receive wages and fringe benefits according to the attached Appendix B.

7.5% salary increase effective July 1, 2022.

Add one (1) step increase (step 6) effective July 1, 2023

Provide a \$1,500 one-time retention bonus to Unit Members who are currently employed by the District as of March 31, 2023 and who were employed during the 2020-2021 school year.

Retroactive payments shall be made on separate checks than the one-time retention bonus.

Effective January 1, 2023, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees under Appendix C by \$175,000.

The Federation will reconsider the District's MOU Proposal dated March 27, 2023.

- 6.2 Unit members who qualify will continue to receive those benefits which are mandated by State law.

- a. Public Employees Retirement System
- b. Worker's Compensation
- c. Old Age Survivors and Disability Health (Social Security)
- d. Unemployment Insurance

- 6.3 Unit members who are required by the District based on their job descriptions to use their personal automobiles in the performance of regular duties and who have received prior written authorization from the appropriate District manager, shall be paid according to Article 6.9. Unit members regularly assigned to work at more than one site on a daily basis shall receive mileage reimbursement between sites, in accordance with Article 6.9.

- 6.4 The District shall provide three (3) uniforms including one uniform jacket per year for maintenance, operations and food service personnel with the following exceptions:

1. Painter, two (2) uniforms plus four (4) white painter shirts and four (4) painter overalls.
2. Warehouse Foreman and Stock Clerk Delivery Driver, three (3) uniforms plus two (2) matching uniform jackets.
3. Grounds employees shall receive five (5) uniforms, which shall consist of five (5) shirts and five (5) pants.
4. Rain gear will be supplied for applicable maintenance and food service personnel, every two years.
5. District caps will be provided to maintenance employees. The design and style shall be subject to mutual agreement between the District and the Federation.
6. R.A.P employees shall receive five (5) shirts annually, and one (1) water resistant jacket every two (2) years.
7. Food Services Staff, Health Clerks, Maintenance, Grounds, and Custodial employees shall have the option to be reimbursed for work boots in lieu of three (3) articles of District issued clothing. The amount of reimbursement shall be equal of the value of the three exchanged articles.

Any District issued article of clothing that is no longer used for work shall be returned to the District for disposal.

Should an employee terminate employment between three months of initial employment, the cost of the uniforms will be deducted from final pay.

- 6.5 Unit members shall receive a longevity increment of \$125.00 per month upon the completion of their 15, 20, 25, 30, and 35 full years of service, effective July 1, 2023, which shall be compounded. This effective date in this provision shall not create a past practice or precedent.
- 6.6 The District shall establish a non-accumulative account not to exceed \$3,000.00 per year for purposes of reimbursing unit members for the cost of tuition, books, and/or fees for enrollment in courses and seminars taken for career enrichment which relate to the improvement of their job performance. Allocation of any portion of these funds shall not exceed \$1,000.00 per unit member per year, and shall be subject to prior approval by the District and contingent upon conditions and procedures developed between the District and Federation. Unused funds in excess of the annual allocation of \$3,000.00 shall be accumulated from year to year not to exceed \$9,000.00. The Classified Career Enrichment Review Committee shall allocate these funds for staff development programs. Upon Federation request, the District shall meet periodically to discuss staff development programs that will be funded with unused funds as described above.
- 6.7 Unit members employed by the District on or after February 22, 2011 will be eligible for Health Benefits if regular assignment is for a minimum of 6 (six) hours per day and 30 (thirty) hours per week.
- 6.8 Establish a Health Benefit Committee to include the following parties: District, LFCE,

and LTA. The committee shall consist of three (3) representatives chosen by the District, three (3) representatives chosen by LTA, and three (3) representatives chosen by the LFCE. This committee shall make recommendations on health benefits, including but not limited to, alternative health benefit providers, modifications in health plan components and improving employee health care. Unless otherwise agreed to by the representatives, the committee shall meet annually. The recommendations of the committee shall be submitted to the Board of Trustees.

6.9 Classified Mileage Allowance

1. All Classified bargaining unit members assigned to use their personal vehicles within the scope of employment shall be reimbursed for mileage at the IRS approved and authorized rate.
2. Reimbursement for mileage to Board approved conferences or workshops shall be at the IRS approved and authorized rate.

* Any mileage not documented by miles driven with date and odometer reading will be disallowed.

Retiree Benefits

6.10 For the duration of this agreement, a unit member who retires from the District between the ages of 55 and 64 and has 15 years of paid service with the District shall be provided an annual contribution not to exceed the annual maximum amounts listed in Appendix C to be applied toward District medical benefits for the unit member.

6.10.1 A unit member must notify the District on the appropriate District form during open enrollment period of each year of continuing eligibility in order to qualify for continued coverage as provided herein.

6.10.2 To be eligible for retiree medical benefits, the unit member must be receiving health benefits under the District selected fringe benefit program during the insurance year immediately preceding retirement.

6.10.3 Spouses of the unit member may be included in the medical plan provided they are on the plan at the time of retirement and premium costs are assumed by the retiree.

IRC SECTION 125 PREMIUM ONLY PLAN

6.11 District shall implement an IRC Section 125 "premium-only plan" for unit members. Waiver Health Benefits

6.12 Unit members eligible for District medical benefits who irrevocably waive available District medical coverage for the full insurance year shall receive pay in lieu of medical coverage as follows:

- 6.12.1 \$1,800 each year for full time unit members who previously waived medical benefits on December 31, 2016 and elect to continue to waive medical benefits beginning in the 2017 insurance year; and for each successive year the waiver is in effect. This waiver amount shall default to 6.12.2 in the event the employee drops the waiver in any given year.
- 6.12.2 \$1,000 each year for full time unit members who are not eligible under 6.12.1 and elect to waive medical benefits beginning in the 2017 insurance year; and for each successive year the waiver is in effect.
- 6.12.3 Additional \$100 each year for full time unit members who waive District vision and dental coverage as well as medical benefit under 6.12.1 or 6.12.2 above; and for each successive year the waiver is in effect.
- 6.12.4 Any funds captured by 6.12.3 shall be applied toward the medical benefit contribution pool for that insurance year only.
- 6.12.5 In the event a unit member who elected cash payment in lieu of District medical, dental, or vision benefits provides proof to the satisfaction of the District that his/her coverage under another benefit plan has lapsed and the reason(s) for the lapse constitute a Qualifying Life Event under the Health Insurance Portability and Accountability Act (HIPPA), the unit member may enroll in a District-provided plan at any time during the year upon the approval of the Insurance Carrier(s) and forfeits the cash in lieu payment.

Article 7: HOURS

TA 2020/22 – Item 7.11

7.1 Full time unit members shall be at their assigned work stations five (5) days per week Monday through Friday and responsible for duties for a minimum of eight (8) hours per day, exclusive of a one-half hour lunch period and two (2) fifteen (15) minute break periods.

7.1.1 The District may reschedule the hours/days of unit members who volunteer to provide for a 10 hour 4 day work week, or an earlier or later start time Monday through Friday. In the absence of volunteers, any rescheduling of hours/days by the District shall be subject to negotiations to the extent required by law.

7.2 Hours authorized by the District in excess of eight hours in any one day or in excess of forty (40) hours in any calendar week shall be compensated at a rate of pay equal to time and one-half the regular rate of pay.

In lieu of pay, the District, at its discretion may grant compensatory time in accordance with procedures established by the District and California Education Code. The scheduling of compensatory time shall require prior approval of the immediate supervisor. Compensatory time shall be utilized by the unit member within two months of approval. This time period may be extended by mutual agreement for a period not to exceed June 30th of the current school year. District approved compensatory time not utilized by the employee within two months, or by June 30, if extended, shall be paid out. Compensatory time shall be recorded on a District prepared form and maintained at the site by the immediate supervisor.

7.3 Unit members shall receive overtime pay for work performed during holidays as mandated by Education Code Section 45203.

7.4 The work year for those named employee positions excepted in 7.1 above shall be established on the Personnel Status form as modified by the District. The work year for School Office Managers and School Office Clerks shall be based upon eleven (11) calendar months, end of August through June. The work year for all other unit members shall be based upon twelve (12) calendar months.

7.5 A unit member called in to work on a day not scheduled to work or after completion of a regular assignment shall be compensated for at least three hours of work at the appropriate rate of pay under this Agreement.

7.6 Unit members may be required to perform any work which reasonably relates to their duties provided that in such case unit members who work more than five (5) days within a fifteen-calendar day period, shall have their salary adjusted for those days at a higher rate of pay, if any, that reasonably reflect duties required to be performed outside of their normal duties.

- 7.7 A ten (10) work day notice shall be given to the affected unit member before a change is made in their starting and/or ending time, except in emergencies.
- 7.8 In the event the district implements year round scheduling, the district and Federation shall re-open negotiations to address alternative work hours.
- 7.9 Overtime work assignments shall be continuously rotated beginning with the most senior employee by classification at each site and/or department, except where the District determines that one or more of the following considerations apply:
- Specialized skills
 - Needs for continuity of a project
 - Individual student needs

In the event there are no eligible unit members based on the above criteria, the District may select a unit member at another site.

- 7.10 Upon request, a reclassification review of a current classification shall be conducted if such a review has not been conducted for that classification or individual during the immediate prior three years.
- 7.11 Effective July, 1, 2022, the District will provide 10 and 11-month unit members the opportunity to complete up to 10 hours of mandated training, staff development training and/or assigned duties as determined by the supervisor. The hours will be scheduled prior to the start of the work year or during pupil free parent conferences each year.

Article 8: LEAVES

TA 2020/22 – Items 8.1.2, 8.1.6, 8.3.2, 8.4.1, 8.5.6, 8.6.7

8.1 Personal Illness and Injury Leave

- 8.1.1 Full-time unit members shall be entitled to twelve (12) days leave with full pay for each fiscal year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the twelve (12) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 8.1.2 After all earned leave as set forth in 8.1.1 above and all accumulated sick leave as described in 8.1.3 below is exhausted, including compensating time, vacation or other paid leave, additional non-accumulated leave shall be available for a period, not to exceed five (5) calendar months, provided that the provisions of 8.1.4 below are met. The five (5) month period shall begin on the tenth (10) day of absence due to illness or injury if consistent with existing law. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave.
- 8.1.3 If a unit member does not utilize the full amount of leave as authorized in 8.1.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.
- 8.1.4 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying the presence of a personal illness or injury and/or a medical authorization to return to work after more than 3 consecutive days of absence. The District reserves the right to require the unit member be examined by the physician selected and paid for by the District to verify the presence of an illness or injury and/or the ability to return to work. If the report concludes that the absence is not due to the presence of a personal illness or injury, or that the presence of the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. Notwithstanding the above, in circumstances where the District suspects an abuse of sick leave, the District may require a unit member to present a medical doctor's certificate substantiating the illness or injury.
- 8.1.5 Whenever possible, unit members must contact their immediate supervisor and the District automated absence reporting system in advance of taking such leave. Failure to provide advance notice when possible shall be grounds for denial of leave with pay or other disciplinary action.
- 8.1.6 Deduction from accumulated leave due to absence shall be computed on an hourly time basis.

8.2 Personal Necessity Leave

- 8.2.1 Leave which is credited under 8.1.1 of this Article may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any fiscal year. The Superintendent or designee may at his/her sole discretion, grant personal necessity days in addition to the seven (7) days specified herein, for extraordinary personal necessities.
- 8.2.2 For purposes of this provision personal necessity shall be limited to: (a) Death or serious illness of a member of the unit member's immediate family; (b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) Or other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience for matters which can be taken care of outside the work hours, or for the extension of a holiday or a vacation period, or for recreational activities; (d) appearance in court as a litigant.
- 8.2.2.1 Unit members may use up to 2 of the 7 personal necessity days referred to in paragraph 8.2.1 above, for purposes of personal business. Such personal business days shall not be subject to prior District approval and may not be used for the purpose of extending a holiday, vacation or for recreational activities.
- 8.2.3 Before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "(a)" and "(b)" in section 8.2.2 above.
- 8.2.4 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 8.2.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

8.3 Bereavement Leave

- 8.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence in the event of the death of a spouse or if out-of-state travel or 400 miles one way is required, without loss of salary on account of the death of any member of his immediate family.
- 8.3.2 For purposes of this provision an immediate family member shall be mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, parent of dependent minor, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister of the employee or any relative living in the immediate household of the employee.

- 8.3.3 For extraordinary circumstances, the Superintendent or designee may at his/her sole discretion extend bereavement leave to individuals not covered by this section.
- 8.3.4 In addition to bereavement leave, unit members may utilize applicable personal necessity leave under Section 8.2.2.

8.4 Leave for Pregnancy Disability

- 8.4.1 Unit members are entitled to use accumulated sick leave as set forth in 8.1.1 and 8.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 8.4.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or related medical conditions when sick leave as set forth in 8.1.1 and 8.1.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 8.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.5 Child Bonding/Parental Leave

- 8.5.1 Effective January 1, 2017, unit members shall be entitled to parental leave as set forth in this section.
- 8.5.2 For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or related medical conditions.
- 8.5.3 Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 8.5.4 When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave. Effective January 1, 2019, a unit member shall be entitled to

difference pay or fifty percent (50%) pay, whichever is greater, for the remainder of the 12-week leave. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave except for extenuating circumstance outside the Unit Members control.

8.5.5 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

8.5.6 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

8.6 Industrial Accident Leave

8.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 45192 for personal injury which has qualified for worker's compensation under the provisions of the worker's compensation insurance program.

8.6.2 A unit member suffering an injury or illness arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. Except in cases involving catastrophic workers compensation injuries, entitlement to industrial accident leave under this section shall require employees to have been employed by the District for a minimum of sixty (60) days.

8.6.3 The District has, at its expense, the right to have a unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

8.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the workers compensation provider which would make the total compensation from both sources exceed 100 percent of the amount that unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant,

the amount of such disability indemnity actually paid to and retained by the unit member. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the worker's compensation laws of this State at the time of the exhaustion of benefits under this section, such unit member shall be entitled to use only so much accumulated and available normal sick leave and vacation leave, which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.

8.6.5 Any time a unit member on industrial accident or illness leave is able to return to work, such member shall be reinstated in a like position without loss of pay or benefits.

8.6.6 The District shall notify unit members of their right to predesignate a physician in cases of an industrial accident and provide a form for such pre designation. Unit members may change or modify their physician designation annually.

8.7 Judicial Leave

8.7.1 Unit members will be provided up to ten (10) days of paid leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member.

8.7.2 The unit member will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, except mileage reimbursement for the minimum amount of time the unit member would otherwise be required to serve on jury duty pursuant to local court rules and regulations.

8.8 Military Leave

Leaves of Absence for active military service shall be granted as mandated by applicable State and Federal law.

8.9 Vacation Leave

8.9.1 Vacation time shall accumulate at a rate of one day for each calendar month for each year for the first four (4) years of continuous employment in which an employee is on paid status for 1/2 or more workdays in that month, subject to paragraph 2 below. A day shall correspond to the length of the workday assigned to the unit member during the month in which it is accumulated.

8.9.2 Assistants, Clerks, and Food Service employees with an equivalent of nine (9) months of service shall receive a maximum of nine (9) vacation days for each

year for the first four (4) years of continuous employment.

- 8.9.3 Unit members shall be granted an additional three (3) working days of vacation with pay after completing their fourth year of continuous employment with the District. For each additional full year of continuous employment up to a maximum of five (5) years thereafter, one (1) additional day shall be granted. Unit members shall be granted an additional five (5) working days of vacation with pay after completing the twenty-fourth 24th year of continuous employment with the District.
- 8.9.4 For unit members, vacation may be taken at any time during the school year with the prior approval of the immediate supervisor or designee. All vacation requests must be submitted in writing at least ten (10) days in advance of the date requested to their immediate supervisor or designee. Any vacation denied shall be communicated to unit members in writing within three (3) business days, when reasonably possible as determined by the District, or it will be considered approved. Unit members working ten (10) or less calendar months may take vacation during winter or spring recess during the year vacation is being accrued. During this time such unit members may opt to take non-paid days in lieu of available vacation and be paid for any such accrued unused vacation at the end of their school year. All other unit members shall take vacation within twelve (12) months from the end of the fiscal year in which the vacation is earned. If the twelve (12) month unit member is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.
- 8.9.5 Unearned vacation days will be deducted from final paycheck upon termination of service whenever more days of vacation with pay have been taken than entitled to receive under the provisions of paragraphs 8.9.1 and 8.9.2 above.
- 8.9.6 Upon termination of service, employees will be paid for unused vacation to which they are entitled.
- 8.9.7 **Vacations shall be taken with the approval of the unit member's immediate supervisor and at the convenience of the District. In cases where two (2) or more unit members have opted to take the same vacation period, preference shall be given to seniority, unless personal emergency exists.

If a unit member's vacation becomes due during an illness or injury leave period, the unit member may request that the vacation date be changed to available vacation dates.

- 8.9.8 Vacation time may be granted to coincide with commitment to hospital bed or

convalescent period when such commitment is substantiated in advance with a signed certification from a doctor. Such time granted is not to exceed the vacation earned at the time of the request.

8.10 Family Care/Medical Leave

The District will comply with state and federal laws and regulations regarding family and medical care leaves. Family and medical care leave shall be coordinated with other leaves available under this agreement as permitted by law. Eligible unit members shall be entitled up to twelve (12) workweeks of leave in any twelve (12) month period commencing the first date that family and medical care leave is taken.

8.11 Catastrophic Leave

8.11.1 An employee who is suffering from a catastrophic illness or injury may request that eligible leave credits be donated for his/her use.

- a. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- b. An employee who is suffering from a catastrophic illness or injury, or his/her designee, must request the donation of eligible leave credits in writing.
- c. An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.
- d. A committee composed of 3 classified employees and 2 administrators shall determine that the employee is unable to work due to catastrophic illness or injury based on verifiable documents, and exhausted all accrued paid leave credits. When verification and determinations have been made, the committee may then approve the transfer of sick leave credits.
- e. The maximum benefit to be received by any employee for any single catastrophic illness or injury is twelve (12) consecutive months.
- f. Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

8.11.2 Catastrophic illness or injury is also defined as an illness or injury that incapacitates a member of the employee's immediate family as defined in Education Code Section 44985.

- a. The catastrophic illness or injury must require that the employee take time off from work for an extended period of time to care for the immediate family member.
- b. The employee must exhaust all accrued paid leave credits before using donated leave credits.
- c. An employee whose immediate family member is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.
- d. The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- e. The Superintendent or designee shall determine that the employee is required to take time off work for an extended period of time to care for the immediate family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of accrued sick leave credits.
- f. The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is twelve (12) consecutive months.
- g. Any employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

8.11.3 Employees may donate leave credits to a specific employee when that employee or a member of his/her immediate family, suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid sick leave credits.

- a. Eligible leave credits are defined as accrued sick leave.
- b. One work day is the minimum donation under this provision.
- c. An employee wishing to donate accrued leave credits to an employee under these regulations shall complete, sign and deliver a form designating the number of leave credits to be donated, acknowledging that his/her transfer of used leave credits is irrevocable.
- d. The committee shall inform employees of the means by which donations may be made in response to the employee's requests.
- e. Sick leave donations will be time and date stamped a received by the Personnel Office. All sick leave donations will be used in order of receipt. In the event that more sick leave is donated than is needed the sick leave will be returned to donors in reverse order of receipt of donation.
- f. To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of twenty (20) days.

8.12 Other Leaves without Pay

8.12.1 Upon recommendation of the Superintendent and approval by the Governing Board, leave without compensation and without increment, seniority or any other benefit, shall be granted for a period not to exceed nine (9) months for the following purposes: Voluntary government service, care for a member of the immediate family who is ill, long term illness of the unit member, or service in an elected public office. Unit Members seeking leave under this provision may request they be notified when the Board will be considering their request. Leave without pay for other unique reasons may be approved if the Superintendent determines that the needs of the District can be met without hardship.

8.12.2 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office within 45 days before said leave expires as to intent to return to employment. Failure to so notify will be considered an abandonment of position.

8.13 Notice of Earned Leave

The District shall provide written notice to individual unit members by October 15th of each school year of earned unused sick leave and vacation days accrued as of June 30 of the prior fiscal year.

Article 9: FEDERATION RIGHTS

TA 2020/22 – Item 9.14

- 9.1 Authorized Federation representatives shall have the right of reasonable use of District facilities at times other than normal working hours and/or hours of student instruction for purposes of transacting lawful Federation business provided such use does not interfere with the school program operations or duties of unit members, and provided further, such an authorized Federation representative first fully comply with the appropriate District Civic Center permit procedures. The Federation may be assessed a reasonable fee for unusual expenses incurred by the District.
- 9.2 Authorized Federation representatives shall have the right to post notices with appropriate Federation identification regarding activities and matters of legitimate Federation concern on designated bulletin boards, at least one of which shall be provided at each school site in areas frequented by unit members. In addition, the Federation shall have the right to use the District mail service and mail boxes for communications to unit members concerning activities and matters of legitimate Federation concern. Copies of all materials posted or distributed shall be provided to the Superintendent at the time the information is posted or distributed. The Federation shall not post or distribute information which is knowingly false. After consultation with Federation, the Superintendent or designee may refuse the posting or distribution of any information which is knowingly false.
- 9.3 Authorized Federation representatives shall have the right of reasonable access to areas in which unit members work during non-working time for the purpose of transacting legitimate Federation business provided such business does not interfere with the school program, operation, and/or duties of unit members. Upon arriving at the work site, the Federation representative shall first report to the appropriate school site office to announce his/her presence.
- 9.4 The District shall make available to the Federation, upon request, public documents in its possession which are non-confidential or privileged, and which are directly necessary and relevant to negotiations. The District may copy such documents for the Federation and may require the Federation to reimburse the District for any costs for labor and materials.
- 9.5 The Federation grievance representative or his/her designee shall receive reasonable release time for the purpose of resolving grievances in conference(s) with the District at the formal levels of the grievance procedure in Article III of the Agreement.
- 9.6 The District shall provide release time for the Federation President or designee for a total of fifteen (15) days per school year for the purpose of conducting Federation business, provided however, the Federation shall give the Superintendent reasonable prior notice and such release time does not unduly interfere with the overall educational

program and not be used in connection with any withdrawal or withholding of services or related concerted activities. Two (2) additional days of release time will be provided to the Federation in accordance with the conditions set forth herein, provided the Federation reimburse the District for the cost of substitutes.

- 9.7 The Federation shall have the right to representation on District committees that directly effect the unit member's terms and conditions of employment which are within the scope of representation as defined in the Educational Employment Relations Act.
- 9.8 The District shall directly provide to the Federation the following information electronically, if on file with the District, within 30 calendar days of hire of any new unit member, or by the first pay period of the month following hire: (a) name; (b) job title; (c) department; (d) work location; (e) work, home, and personal cellular telephone number; (f) personal email address; and (g) home address.
- 9.9 All bargaining unit members working after 4pm shall be given release time to attend one (1) meeting per school year for the purpose of contract ratification and review.
- 9.10 The Federation leadership or designee(s) shall be granted ten (10) total aggregate days release time to attend conferences or training sessions that are of mutual benefit to the District and Federation. The first five (5) days shall be paid by the District, the remaining five (5) days shall be reimbursed by the Federation based on the per diem salary for each employee released.
- 9.11 All unit members, including those who are required to wear District uniforms, may elect instead to wear a Federation provided shirt on the last Friday of each month.
- 9.12 The District will conduct one (1) new employee orientation per school year, to be held mid school year on a date to be determined by the District and during normal District business hours. The District will provide the Federation at least 10 days prior notice of the orientation. During the orientation, the Federation shall be provided 30 minutes on the agenda to address the new hires. Upon request of the Federation, and with the concurrence of the District, district management will excuse themselves from the room during the Federation's allotted agenda time.
- 9.13 LFCE shall be consulted on the amendments or creation of classified job descriptions.
- 9.14 In consultation with the District, the Federation shall be given the opportunity to select one (1) unit member to serve on the district interview panels that fill vacant bargaining unit positions. The Federation shall select one (1) unit member to serve on the district interview panels for management positions that will oversee unit members.
- 9.15 The District will provide a Federation orientation packet to all new unit members upon their hire date. The Federation shall be responsible for the cost and production of the orientation packets. The District will provide LFCE a list of employees when they are

given the orientation packet.

- 9.16 LFCE shall be notified by the Human Resources staff of all scheduled onboarding process meetings with the employees at least 10 days prior to the meeting, except that a shorter notice may be provided for operational reasons as determined by the district. LFCE shall be invited to participate during the first fifteen minutes of the meeting.

Article 10: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

TA 2019/20 – 10.2, 10.3, 10.4, 10.5, 10.6, 10.7

TA 2020/22 – Items 10.5.1, 10.6.1, 10.6.2

- 10.1 The District management shall be responsible for the assignment of all unit members into the position in which they are to serve.
- 10.2 Prior to notifying unit members of a vacancy, the District may review the vacancy and make programmatic changes based on District needs.
- 10.3 In lieu of a voluntary transfer under 10.4 below, the District may initiate a transfer under 10.5 below, based on programmatic and/or District needs.
- 10.4 Voluntary transfers
 - 10.4.1 The District management shall post in all District facilities a list of all District identified vacancies as they occur, within a reasonable period of time. The posting(s) shall include: Job title, brief description of the position and duties, the minimum qualifications required, the number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.
 - 10.4.1.1 The vacancy shall be posted both internally and externally for a minimum of six (6) business days, except as provided in 10.4.5.
 - 10.4.2 A unit member may file for the vacancy by submitting written notice to the Personnel Department within the filing period. A unit member on leave or vacation may authorize a Federation representative to file on the member's behalf.
 - 10.4.2.1 Lateral transfer applicants will be provided an interview prior to final selection.
 - 10.4.3 The final selection is within the sole discretion of the District management.
 - 10.4.4 A unit member who has applied, but was not selected for a vacancy, may request a meeting with the Assistant Superintendent of Human Resources to discuss the reasons.
 - 10.4.5 If an employee requests to transfer to a vacant position within the same

classification offering more hours, and the employee's most recent performance evaluation reflects a minimal overall rating of meeting standards, then such transfer shall be based on seniority within the classification and/or individual student needs. The position shall be initially posted internally for three (3) days prior to posting externally.

10.4.6 Two (2) or more Unit Members within the same job classification may request to exchange their positions at different sites. Unit Members must submit their requests on the District Reassignment Request Form. The requesting unit members and the Superintendent or designee shall meet to discuss the request prior to determination. The approval of this request shall be within the sole discretion of the Superintendent or designee.

10.5 District Initiated Transfers

10.5.1 Transfers of bargaining unit members may be initiated by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. A unit member affected by such transfer shall be given written notice, unless extenuating circumstances exist, ten (10) working days prior to the transfer. Upon employee request, a conference prior to the transfer may be scheduled by the District, which may include Federation representation in order to discuss the reason(s) for the transfer. The employee may request and shall be provided the reason(s) in writing.

10.6 Summer School

10.6.1 Unit members applying for Summer School general education, special education, and/or extended day program positions shall be selected by the District based on the following non-prioritized considerations:

- Seniority within classifications
- Individual student needs
- Training and experience within the applicable classification
- Ability to perform the job functions

10.6.2 The final selection is within the sole discretion of the District management. Unit members not selected for a summer school assignment may request a meeting to discuss the reasons.

10.7 Job Description Amendments / Creations

10.7.1 The District shall consult with the Federation on amendments to and/or the creation of new classified bargaining unit job descriptions.

Article 11: EVALUATION PROCEDURES

TA 2019/20 – Items 11.2, 11.3, 11.4, 11.6

- 11.1 The District shall evaluate all bargaining unit members no less than once every year. The written evaluation shall be signed and dated by the evaluator.
- 11.2 Unit members shall be evaluated on the performance review forms attached as Appendix D.
- 11.3 The evaluator shall be the person to whom the unit member is immediately responsible who is so designated by the District as a management employee. In the event a unit member's evaluator is hired less than thirty (30) calendar days prior to the employee's annual May 1 evaluation, the evaluation time line shall be extended by thirty (30) calendar days.
- 11.4 Probationary unit members shall receive at least one (1) evaluation during the probationary period. Effective July 1, 2020, newly hired classified bargaining unit employees shall have a probationary period of six (6) months or 130 days of paid service, whichever is greater. Current permanent unit members who transfer to a new classification shall have a 6-month probationary period. The promoted unit member who does not successfully complete his/her probationary period shall be returned to his/her former position unless cause exists for disciplinary action pursuant to Article 12. If a probationary unit member receives an "Improvement Needed" evaluation rating, it may be accompanied with a program improvement plan.

Permanent unit members shall receive at least one (1) evaluation prior to May 1 of each fiscal year. After a unit member has completed five (5) years of service in the District and received a minimum rating of "Meets Expectations" in all domains and/or elements on his/her last three (3) consecutive evaluations, they may be evaluated every other year, upon mutual agreement.
- 11.5 Within five (5) working days upon notification of hiring or transfer to a new position, unit members shall be provided a copy of the new job description and evaluation form.
- 11.6 The evaluator shall meet with the unit member to discuss the unit member's written evaluation. The unit member must sign the evaluation form signifying only that the unit member has read the document. The unit member shall be provided the opportunity of attaching a written response to the evaluation form within ten (10) working days, which shall become part of the permanent record. Unless changes are made to the evaluation as a result of the evaluation conference, the unit member shall be provided a copy of the completed evaluation form at the time of the evaluation conference.
- 11.7 Unsatisfactory performance observed by the evaluator shall be brought to the attention of the unit member within a reasonable period of time after the occurrence of the incident.

11.8 An unsatisfactory evaluation shall include specific recommendations for improvement.

11.9 Classified evaluation form and rubric can be found in Appendix D.

Article 12: EMPLOYEE DISCIPLINE

12.1 Procedures for Disciplinary Action of Permanent Classified Employees

12.1.1 Permanent classified employees may be subject to disciplinary action only for cause as prescribed in District Board policy. The District Board's determination of the sufficiency of such causes for disciplinary action and the degree of discipline, if any, to be applied, shall be conclusive. Disciplinary action as applied herein shall be limited to dismissal, suspension without pay, and demotion (involuntary permanent placement in a lower classification). Other District personnel actions involving unit members shall not be covered by this Article.

12.1.2 No permanent classified employee shall be subject to disciplinary action until written charges are filed and the Board has taken action, except where the Superintendent or designee determines that immediate suspension without pay is appropriate because of the seriousness of the charges or potential harm to the health, welfare or safety of persons or property. Prior to initiating immediate suspension without pay, the Superintendent or designee shall meet with the affected unit member to review the charges and consider the unit member's response.

12.1.3 A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts or omissions upon which the disciplinary action is based, a statement of the cause(s) for the action taken, and the penalty proposed. The notice of disciplinary action shall be in writing and served in person or by registered mail upon the employee at the employee's last known address no later than forty-eight (48) hours from the Board action acknowledging receipt of the District's recommendation of disciplinary action.

12.1.4 A notice of disciplinary action shall also contain a statement advising employees of their right to a hearing on such charges and include a District form for the employee to sign and file with the District Personnel Office demanding a hearing. Failure of the employee to submit a demand for a hearing before the Board within seven (7) working days of the notice of disciplinary action shall constitute a waiver of such hearing. In such event, the recommendation of the District in the notice shall be acted upon by the Board and the decision of the Board shall be final.

12.1.5 Upon receipt by the District of a timely filed demand for hearing, the District shall schedule a hearing which shall not be less than five (5) days after the receipt of the demand.

12.1.6 At the hearing, the employee and the school administration shall be afforded equal opportunity to present and examine evidence. Both parties shall have a right of representation. At the close of the hearing, the governing Board shall render its decision which shall be final.

12.1.7 Prior to implementing unpaid suspension, demotion or dismissal, the following progressive discipline steps shall be utilized, except where the District has a reason that these steps be varied or skipped based on the seriousness of the employees conduct:

- Verbal Conference (Followed by optional conference summary)
- Written Warning
- Written Reprimand

Written reprimands, where applicable, shall include suggestions for improvement.

Article 13: SAVING PROVISION

- 13.1 Where a provision of this Agreement is contrary because of a State or Federal law, or by order of any court of competent jurisdiction, no other provisions herein shall be altered or become void thereby. In the event a provision is determined to be contrary to a State or Federal law or a court ruling, the parties shall meet within thirty (30) days and negotiate for the purpose of determining a possible replacement for the provision which is contrary.

Article 14: CONCERTED ACTIVITIES

- 14.1 It is agreed and understood that there will be no unlawful strike, work stoppage, slow-down, unlawful picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Federation or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In this regard, the Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. Failure by unit members to abide by the terms of this Article may result in disciplinary action. The District agrees not to cause or engage in a lockout involving unit members.

Article 15: SAFETY

- 15.1 Unit members must notify their immediate supervisor in writing (or orally followed by written confirmation within five (5) work days in cases of emergency) concerning an unsafe condition in the District directly affecting their health and safety. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing within five (5) work days when administratively practicable of any finding and suggested corrected action. In the event there is a dispute as to whether an unsafe condition exists between the employee and his/her immediate supervisor, the employee and/or the supervisor may appeal to the District Safety Officer for a recommendation. Should the dispute directly involve the District Safety Officer, the dispute will be referred to the Health and Safety Consultant who will render a recommendation to the Assistant Superintendent of Business Services.
- 15.2 The Federation may appoint two (2) unit member representatives on the District Safety Committee.
- 15.3 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor, who shall immediately report the incident to the police and the Superintendent or designee.

Article 16: EFFECT OF AGREEMENT

- 16.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, Board rules and regulations and over State laws to the extent permitted by State law.

Article 17: COMPLETION OF MEET AND NEGOTIATION

- 17.1 During the term of this Agreement, the Federation and District agree not to request meeting and negotiating unless mutually agreed to by the parties, except, as provided in Article 19. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Article 18: LAYOFF/REDUCTION/REEMPLOYMENT

- 18.1 The District may layoff or reduce the hours of unit members at any time for lack of work or lack of funds. Whenever a unit member is laid off, sixty (60) days written notice shall be provided to the extent required by the Education Code Section 45117. The order of layoff within the classification shall be determined by length of service. The unit member who has been employed the shortest time in the classification including time in higher classifications shall be laid off first. Reemployment shall be in reverse order of layoff.
- 18.1.1 In the event that two (2) or more employees have the same seniority date within the affected classification, the process for breaking a tie shall be by lot. Lot is to be defined as affected employees' names being written on pieces of paper and drawn from a container in the presence of both District and Federation representatives.
- 18.2 For purpose of this section, "length of service" means first date of hire in a probationary status within a classification. "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status.
- 18.3 The District shall notify the Federation of any contemplated unit member layoff and, meet and discuss with the Federation layoff procedures including displacement rights.
- 18.4 The District agrees to meet and negotiate with the Federation on the decision to reduce the hours of categorically funded unit members up to and until such time as the parties reach an impasse as determined by PERB pursuant to Government Code Section 3548. Following a determination of impasse by PERB, the District may initiate the reduction of hours concurrent with negotiating the effects of such reduction in hours that are within the scope of representation as defined in Government Code Section 3543.2. The District agrees to meet and negotiate with the Federation, to the extent required by law, on the decision to reduce hours of non-categorically funded unit member.

Article 19: TERM

TA 2020/22

This agreement shall be effective through June 30, 2022. Thereafter, this agreement shall continue in effect unless either party requests to modify, amend, or terminate said agreement for until such time as a new agreement is reached. Should such a request to modify, amend, or terminate this agreement be made, the parties agree to commence negotiations, unless extenuating circumstances exist, by March 15th of each year.

CLASSIFICATIONS REPRESENTED WITHIN THE BARGAINING UNIT

Account Clerk
Accounting Coordinator
Activity Specialist (Effective 2/22/2011)
Assistant Distribution Specialist
Campus Supervisor
Clerk Typist
Community Liaison
Computer Technician
Custodian
Directors Secretary
Distribution Specialist
Logistics Technician
Food Service Assistant
Grounds Worker II
Grounds Worker III
Health Clerk
Information Systems Specialist
Instructional Aide
Instructional Assistant
Library Media Clerk
Maintenance II
Maintenance III
Medi-Cal Outreach
Specialist Noon Duty Aide
Occupational Therapist
Preschool Teacher
Preschool Resources Teacher
Program Leader (Effective 2/22/2011)
R.A.P. Secretary
School Clerk
School Office Manager
Senior Account Clerk
Senior Budget/Accounting Coordinator
Senior Custodian
Senior Food Service Assistant
Senior Maintenance Worker
Senior School Clerk
Student Supervision Assistant (Effective 1/1/2018)

CLASSIFIED SALARY SCHEDULE

APPENDIX B

Also found on HR's webpage at this link: [Classified Salary Schedule 2021-22](#)

Classified Salary Schedule

2021-2022
 Page 1 of 3

Effective: July 1, 2021

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNTING						
	Sch. C					
SENIOR BUDGET/ACCOUNTING COORDINATOR	29	5,444.79	5,731.30	6,032.98	6,350.52	6,884.73
ACCOUNTING COORDINATOR	28	5,139.86	5,396.83	5,666.88	5,950.04	6,247.56
SENIOR ACCOUNT CLERK	24	4,656.49	4,889.31	5,133.76	5,390.43	5,659.95
ACCOUNT CLERK	21	4,323.99	4,540.18	4,767.15	5,005.57	5,255.86
CLERICAL						
	Sch. C					
EXECUTIVE ASSISTANT	35	5,194.04	5,457.40	5,731.66	6,017.04	6,321.46
DIRECTOR'S SECRETARY	21	4,323.99	4,540.18	4,767.15	5,005.57	5,255.86
SCHOOL OFFICE MANAGER	18	4,015.27	4,216.02	4,426.83	4,648.18	4,880.57
ED SERVICES LOGISTICS TECHNICIAN	18	4,015.27	4,216.02	4,426.83	4,648.18	4,880.57
PURCHASING TECHNICIAN	18	4,015.27	4,216.02	4,426.83	4,648.18	4,880.57
SENIOR SCHOOL CLERK	16	3,821.78	4,012.86	4,213.50	4,424.18	4,645.38
SENIOR CLERK TYPIST	16	3,821.78	4,012.86	4,213.50	4,424.18	4,645.38
SCHOOL CLERK	13	3,548.90	3,726.36	3,912.70	4,108.30	4,313.73
CLERK TYPIST	13	3,548.90	3,726.36	3,912.70	4,108.30	4,313.73
LIBRARY CLERK	11	3,377.89	3,546.81	3,724.12	3,910.32	4,105.87
HEALTH CLERK	13	3,548.90	3,726.36	3,912.70	4,108.30	4,313.73
(SUB) CLERICAL	14	20.92				
(SUB) HEALTH CLERK	13	19.98				
CUSTODIAL & GROUNDS						
	Sch. C					
GROUNDS WORKER III	25	4,772.89	5,011.52	5,262.06	5,525.20	5,801.44
SENIOR CUSTODIAN	20	4,218.50	4,429.47	4,650.92	4,883.48	5,127.65
GROUNDS WORKER II	18	4,015.27	4,216.02	4,426.83	4,648.18	4,880.57
NIGHT CUSTODIAN	116	3,878.98	4,070.08	4,270.72	4,481.38	4,702.62
DISTRICT CUSTODIAN	116	3,878.98	4,070.08	4,270.72	4,481.38	4,702.62
DAY CUSTODIAN	16	3,821.78	4,012.86	4,213.50	4,424.18	4,645.38
GROUNDS WORKER I	16	3,821.78	4,012.86	4,213.50	4,424.18	4,645.38
HYBRID CUSTODIAN	16	21.96	23.02	24.23	25.45	26.73
(SUB) CUSTODIAN & GROUNDS	16	21.96				

Effective: July 1, 2021

Classified employees receive a longevity increment at the completion of 15 years service in the amount of \$125.00 per month. An additional \$125.00 per month is awarded at the end of 20 and 25 years of service. Upon the completion of 30 years of service, employees will receive an additional \$125.00.

APPENDIX B (Cont...)

Classified Salary Schedule

2021-2022

Page 2 of 3

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
MAINTENANCE & WAREHOUSE						
	Sch. C					
DISTRIBUTION SPECIALIST	28	5,139.86	5,396.83	5,666.68	5,950.04	6,247.56
WAREHOUSE SUPERVISOR	28	5,139.86	5,396.83	5,666.68	5,950.04	6,247.56
SENIOR MAINTENANCE	28	5,139.86	5,396.83	5,666.68	5,950.04	6,247.56
MAINTENANCE III	28	5,139.86	5,396.83	5,666.68	5,950.04	6,247.56
MAINTENANCE II	25	4,772.89	5,011.52	5,262.06	5,525.20	5,801.44
MAINTENANCE I	20	4,218.50	4,429.47	4,650.92	4,883.48	5,127.65
ASST. DISTRIBUTION SPECIALIST	20	4,218.50	4,429.47	4,650.92	4,883.48	5,127.65
(SUB) MAINTENANCE	20	24.25				
FOOD SERVICES						
	Sch. C					
SENIOR FOOD SERVICE ASST. (MONTHLY)	11	3,377.89	3,546.81	3,724.12	3,910.32	4,105.87
SENIOR FOOD SERVICE ASST. (HOURLY)	11	19.39	20.38	21.40	22.45	23.60
FOOD SERVICE ASSISTANT (MONTHLY)	5	2,912.74	3,058.36	3,211.33	3,371.89	3,540.47
FOOD SERVICE ASSISTANT (HOURLY)	5	16.75	17.61	18.48	19.38	20.37
HYBRID FOOD SERVICE ASST (HOURLY)	5	16.75	17.61	18.48	19.38	20.37
FOOD SERVICE ASSISTANT (SUB)	5	16.75				
INSTRUCTIONAL SUPPORT						
	Sch. C					
MEDI-CAL OUTREACH SPECIALIST (MONTHLY)	24	4,656.49	4,889.31	5,133.76	5,390.43	5,659.95
MEDI-CAL OUTREACH SPECIALIST (HOURLY)	24	26.79	28.10	29.51	30.99	32.53
COMMUNITY LIAISON	14	20.92	21.96	23.03	24.21	25.41
HYBRID INSTRUCTIONAL ASST	14	20.92	21.96	23.03	24.21	25.41
INSTRUCTIONAL ASST SPECIAL ED	10	18.97	19.91	20.91	21.94	23.02
INSTRUCTIONAL ASST SIGNING	10	18.97	19.91	20.91	21.94	23.02
INSTRUCTIONAL ASST HEALTH CARE	10	18.97	19.91	20.91	21.94	23.02
INSTRUCTIONAL ASST BILINGUAL	9	18.49	19.41	20.38	21.40	22.45
INSTRUCTIONAL ASSISTANT	8	18.02	18.92	19.91	20.87	21.93
INSTRUCTIONAL ASSISTANT PE	8	18.02	18.92	19.91	20.87	21.93
INSTRUCTIONAL ASSISTANT (SUB)	5	16.75				
TECHNOLOGY						
	Sch. C					
COMPUTER TECHNICIAN	19	4,115.65	4,321.42	4,537.47	4,764.36	5,002.63
COMPUTER TECHNICIAN	19	23.70	24.87	26.11	27.35	28.75
INFORMATION SYSTEMS SPECIALIST	23	4,542.89	4,770.04	5,008.52	5,258.95	5,521.92
INFORMATION SYSTEMS SPECIALIST	23	26.11	27.37	28.80	30.23	31.76
TECHNOLOGY SUPPORT SPECIALIST	23	4,542.89	4,770.04	5,008.52	5,258.95	5,521.92
TECHNOLOGY SUPPORT SPECIALIST	23	26.11	27.37	28.80	30.23	31.76
OTHER CLASSIFIED						
STUDENT SUPERVISION ASSISTANT (SCH. B)	1	14.70	15.44	16.21	17.02	17.87
PROGRAM LEADER (SCH. X)	2	14.87	15.36	15.82	16.29	16.76
ACTIVITY SPECIALIST (SCH. X)	3	16.22	16.70	17.18	17.65	18.12
SUB PROGRAM LEADER (SCH. X)	2	14.87				
CHAMPION OUTREACH SPECIALIST (SCH. X)*	1	17.85				

*Board approved 11/18/2021

APPENDIX B (Cont...)



Accounting & Budgeting Department
 4161 W. 147th Street, Lawndale, CA 90260
 (310) 973-1300 • (310) 263-6495 Fax
 www.lawndalesd.net

Classified Salary Schedule

2021-2022

Page 3 of 3

Job Classification
CAMPUS SECURITY

CAMPUS SUPERVISOR
 CAMPUS SUPERVISOR
 SUBSTITUTE CAMPUS SUPERVISOR

Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sch. C					
23	4,542.89	4,770.04	5,008.52	5,258.95	5,521.92
23	26.11	27.37	28.80	30.23	31.76
17	22.48				

Job Classification
PRESCHOOL SALARY

EMERGENCY PLACEMENT
 CHILD DEVELOPMENT ASSOC.
 TEACHER PERMIT

CHILD DEVELOPMENT TEACHER
 PERMIT (CDTP)

CHILD DEVELOPMENT TEACHER
 PERMIT + BA (CDTP)

C.D.T.P. & BA & TCH CRED & RESOURCE TEACHER

Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sch. L					
1	22.85	23.29	23.98	24.45	25.20
	3,971.04	4,052.71	4,171.31	4,252.98	4,384.74
	47,652.32	48,632.55	50,055.49	51,035.74	52,616.76
2	23.98	24.43	25.20	25.69	26.45
	4,171.31	4,250.35	4,384.74	4,469.04	4,600.82
	50,055.49	51,004.10	52,616.76	53,628.61	55,209.64
3	26.41	26.93	27.78	28.34	29.18
	4,595.53	4,685.10	4,830.07	4,927.57	5,077.76
	55,146.41	56,221.49	57,960.65	59,130.60	60,933.00
4	27.73	28.30	29.15	29.73	30.62
	4,824.78	4,919.66	5,075.11	5,172.61	5,325.46
	57,897.42	59,035.45	60,901.35	62,071.32	63,905.33

INSTRUCTIONAL SUPPORT

PRESCHOOL INST. ASSISTANT
 SUBSTITUTE PRESCHOOL INST. ASST.

Sch. C					
9	18.49				22.45
5	16.75	19.41	20.38	21.40	

Job Classification

OCCUPATIONAL THERAPIST

Sch. O YEARS	1	2	3	4	5	6	7
I BA/BS	44.88	47.26	49.65	52.04	54.44	56.85	59.23
II BA+15	47.65	50.11	52.58	55.06	57.52	59.98	62.46
III BA+30	50.56	53.13	55.69	58.24	60.78	63.36	65.91
IV BA+45orMA	53.58	56.27	58.92	61.59	64.28	66.94	69.61
V BA+60+MA	56.56	59.35	62.14	64.95	67.73	70.52	73.31
VI BA+75+MA	59.38	62.28	65.19	68.11	71.01	73.91	76.82

Effective: July 1, 2021

Classified employees receive a longevity increment at the completion of 15 years service in the amount of \$125.00 per month. An additional \$125.00 per month is awarded at the end of 20 and 25 years of service. Upon the completion of 30 years of service, employees will receive an additional \$125.00.

HEALTH BENEFITS

APPENDIX C

ELIGIBLE UNIT MEMBERS

C-1 The current schedule of health benefit rates can be found under the Human Resources tab on the District website.

C-1.1 Active eligible full-time District employees who have irrevocably waived available District fringe benefit coverage, to which they are eligible, for the full insurance year will be compensated as outlined in Article 6.12 of the agreement.

To qualify under C-1.1, the employee must: (a) demonstrate to the satisfaction of the District that the employee has fringe benefit insurance coverage provided by a plan of the employee's spouse; (b) provide evidence each year, no later than the annual enrollment period, that fringe benefit insurance coverage exists; and (c) sign a hold-harmless agreement with the District releasing the District from liability for selecting no District fringe benefit insurance coverage.

C-1.2 Any remaining funds under the aggregate cap set forth in Article 6.1 of the Agreement shall be distributed equally among eligible District employees who choose dependent coverage.

CLASSIFIED PERSONNEL EVALUATION FORM AND RUBRIC

Also found on HR's webpage

Classified Personnel Performance Review Summary

Employee:		Position Classification:
Supervisor Name:		Supervisor Title:
School/Department:		Date:
Check Type of Review: <input type="checkbox"/> Probationary <input type="checkbox"/> Permanent <input type="checkbox"/> Improvement Plan Monitoring		

The Performance *Review Summary Form* is consistent with the *Rubric Worksheet* and is separated into:

- General work related *Domains*, which are larger categories of Work Performance (below in bold)
- Elements, which are more specific areas of Work Performance

Instructions

For each *Element*, indicate employee rating by checking the appropriate box. Using this Summary form, fill in Evidence and/or Comments section with objective examples of work performance as appropriate. *Improvement needed* must have Evidence and Comment(s).

Ratings

EE = Exceeds Expectations ME = Meets Expectations IN = Improvement Needed NA = Not Applicable D = Developing

Domain and Elements	EE	ME	IN	NA	D	Evidence and/or Comments
Work Characteristics						
Initiative						
Flexibility						
Attendance						
Attendance						
Punctuality						
Relationships						
Attitude						
Communication						
Courtesy/Tact						
Teamwork						
Responsibility						
Following Procedures						
Time Management						
Job Knowledge						
Job Information						
Skills						
Use and Care of Equipment						
Safety and Sanitation						
Safety Practices						
Professional Growth						
Attends Trainings						
Work Quality						
Accuracy						
Neatness and Organization						

	Check one:	
Personal Appearance	<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Improvement Needed	Comments:

	Check one:		
Confidentiality/Discretion	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Improvement Needed	Comments:

Supervisor (print name):		Signature:		Date:	
--------------------------	--	------------	--	-------	--

Employee (print name):		Signature:		Date:	
------------------------	--	------------	--	-------	--

Classified Personnel Performance Review Summary

General performance summary, comments, and remarks

Identification of specific strengths

Recommendation(s) for growth (include support and resources)

Recommendation for Probationary Employees
<p style="margin-left: 40px;">Employee is recommended for continued employment</p> <p style="margin-left: 40px;">Employee is not recommended for continued employment</p>

Permanent Employees
<p style="margin-left: 40px;">Exceeds position Standards</p> <p style="margin-left: 40px;">Meets position standards</p> <p style="margin-left: 40px;">Below position standards <input type="checkbox"/> Employee improvement plan is recommended</p>

Supervisor (print name):		Signature:		Date:	
_____ <i>I acknowledge that the Rubric Worksheet was available during the Performance Review</i>					

Employee (print name):		Signature:		Date:	
_____ <i>I acknowledge that the Rubric Worksheet was available during the Performance Review</i> _____ <i>I acknowledge that I have read and received the signed copy of the Employee Performance Review, as completed</i>					

Signature does not indicate agreement with the Performance Review Ratings. An employee has 10 days in which to respond in writing to the Office of the Assistant Superintendent, Human Resources.

Scale Descriptors for Performance Review Ratings

An employee's performance may earn different ratings across the **Elements and Domains**. The Supervisor will identify specific objective measures (evidence/data) tied to job performance criteria as a part of the Performance Review process.

Refer to the Performance Review worksheet

Exceeds Expectations		
<i>This level of performance is attainable by all employees who consistently take initiative and respond to day-to-day challenges with competence, expertise, and confidence. Employees may serve as coaches and models of exemplary performance and leadership.</i>		
A model for behavior Above and beyond job duties initiative Attainable "Coaching, modeling, helping others	Consistent Displays expertise/mastery Exemplary Innovating	Leader Takes Ownership for "more than job" (reference the Moral Imperative for job) Pride
Meets Expectations		
<i>This level of performance is the district benchmark for all employees to produce intended results as consistent, competent, effective, and efficient staff.</i>		
Consistently performs work in areas of specific responsibility performance Dependable	Performing Solid	This level meets the district benchmark for every classified employee
Improvement Needed		
<i>This performance level describes staff that does not meet district benchmark expectations and has exhibited poor performance. Employees will receive specific recommendations with a timeline and support for improved performance.</i>		
Does not meet expectation(s) close Improvement expected in a defined timeline Inconsistent performance	Needs ongoing information about Performing below benchmark expectation(s) Recommendations will be made	Requires constant correction with performance supervision
Not Applicable		
This designation recognizes a specific area, or areas, that do not apply to individual employees.		
Developing		
<i>This level of performance describes staff that may be new to the district, new to the position, and/or have a change in job expectations. Employees seek opportunities for growth, and show effort towards learning the job and/or improving their performance. Assistance, support, and/or further training may be necessary.</i>		
Adapting to new processes, procedures, curriculum, environment Alert to opportunities to improve An experienced staff moving to a new position Continues to show progress	Effort/trying Emerging Expanding Growing	Learning Where a novice begins

Note: Descriptors are listed in alphabetical order

Classified Personnel Performance Review Worksheet

The Classified Performance Review Worksheet is separated into:

- General work related Domains, which are larger categories of Work Performance (In bold)
- Elements, which are more specific areas of Work Performance

Instructions

To be used as a worksheet to assist in rating Classified Employees performance.

Consider the rating that most closely describes the employee's performance over the period covered by the Performance Review.

Domain and/or Element	Exceeds Expectations	Meets Expectations	Improvement Needed	NA	Developing
Work Characteristics					
Initiative	Self-Starter. Is proactive and identifies needs. Resourceful in solving problems, and is eager for feedback to improve.	Consistently initiates required action and solves problems appropriately. Responds positively to supervision.	Needs or problems are overlooked. Supervision and assistance are often required to ensure work is completed.		May not always recognize a problem. Takes suggestions seriously.
Flexibility	Adapts quickly to new policies or procedures. Handles unusual or emergency situations with confidence.	Consistently responds well to new job requirements. Consistently handles unusual events well.	Resists changes in policy, procedures, or new requirements. Is unwilling to try new things.		May have difficulty with flexibility, prioritizing and dealing with unexpected events.
Attendance					
Attendance	Attendance is perfect, or nearly so.	Attendance is satisfactory and work is not affected.	Absences are excessive. Work suffers or is not completed.		Attendance may be spotty, or there may be extensive absences that affect overall work.
Punctuality	Always at work by "start-of-day".	Rarely late.	Habitually late.		Occasionally late, may be a concern.
Relationships					
Attitude	Displays a positive attitude toward work, as well as toward students, parents, colleagues, and supervisors. Open to suggestions to improve and to try new ideas.	Is consistently positive toward work, as well as students, parents, colleagues, and supervisors. Focus is on getting the job done right.	Complains and finds fault with others. Displays disruptive behavior.		Occasionally frustrated with work assignment. Is usually willing to take suggestions to improve performance.
Communication	Always communicates very effectively, and is easy to reach. Questions and messages are answered in a timely manner.	Consistently communicates effectively, is attentive to others, and answers questions and messages.	Verbal and written communication is unclear. Difficult to reach for questions or messages. Messages are unclear, inconsistent, or not timely. Does not seek clarification.		May have difficulty delivering clear directions or questions. May have some difficulty with two-way communication, both verbal and written.
Courtesy/Tact	Provides positive, professional service to students, parents, and other district "clients." Handles difficult situations well.	Consistently provides attention and professional service to students, parents, and other district "clients." Consistently able to handle difficult situations with positive outcomes.	Consistently unpleasant to others. Demonstrates unprofessional behavior and a negative disposition.		Occasionally has difficulty handling tense or uncomfortable situations. May lack helpful communication strategies.
Teamwork	Always coordinates work with others as appropriate. Respected, considerate, and highly collaborative.	Consistently does the job and is cooperative. Is consistently considerate of others.	Frequently uncooperative. Does not work well with others. Is often inconsiderate.		Usually cooperates. Does not always take advantage of teamwork.

Confidentiality/Discretion Adheres to district confidentiality policies. Makes every effort to maintain job-related confidences and discussions.	Meets Expectations	Improvement Needed
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LFCE/LESD Tentative Agreements as of March 12, 2019

APPENDIX E

Memorandum of Understanding Between
Lawndale Elementary School District and
Lawndale Federation of Classified Employees Local 4529

This is a Memorandum of Understanding (“MOU”) between the Lawndale Elementary School District (“District”) and the Lawndale Federation of Classified Employees, Local 4529 (“LFCE”). This agreement applies to classified unit members in the Lawndale Elementary School District and is effective for the period of July 1, 2019 – June 30, 2020. During this period, the parties agree to the following language in Article 8: Leaves; 8.9 Vacation Leave.

Article 8: Leaves; 8.9 Vacation Leave

8.9.10 All vacations shall be taken with the approval of the unit member’s immediate supervisor based on the needs of the instructional program and/or District operations, as determined by the District. In cases where two (2) or more unit members at the same site or department have opted to take the same vacation period, preference shall be given to seniority, unless personal emergency exists.

If a unit member’s vacation becomes due during an illness or injury leave period, the unit member may request that the vacation date be changed to available vacation dates.

8.9.10.1 All unit members shall take vacation within 12 months from the end of the fiscal year in which vacation is earned. If the employee does not take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in case at the option of the Governing Board.

Board approved 11/18/2021 Item #8.39

LFCE
LESD



LAWNDALE ELEMENTARY SCHOOL DISTRICT (District)

And

LAWNDALE FEDERATION OF CLASSIFIED EMPLOYEES (Federation)

2020-2021 Classified Negotiations

October 25, 2021

The District and the Federation have completed negotiations for the 2020-2021 and 2021-2022 school years and have agreed to maintain the current classified collective bargaining agreement, except as provided below:

Article 6: COMPENSATION AND BENEFITS

6.1 Unit members will receive wages and fringe benefits according to the attached Appendix B.

5.0% salary increase effective July 1, 2021.

Effective July 1, 2021, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees under Appendix C by \$50,000. Effective January 1, 2022, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees under Appendix C by \$100,000.

6.5 Unit members shall receive a longevity increment of \$125.00 per month upon the completion of 15, 20, 25 and 30 full years of service, effective July 1, 2021. This effective date in this provision shall not create a past practice or precedent.

Article 7: HOURS

7.11 Effective July 1, 2022, the District will provide 10 and 11-month unit members the opportunity to complete up to 10 hours of mandated training, staff development training and/or assigned duties as determined by the supervisor. The hours will be scheduled prior to the start of the work year or during pupil free parent conferences each year.

Article 8: LEAVES

- 8.1.2 After all earned leave as set forth in 8.1.1 above and all accumulated sick leave as described in 8.1.3 below is exhausted, including compensating time, vacation or other paid leave, additional non-accumulated leave shall be available for a period, not to exceed five (5) calendar months, provided that the provisions of 8.1.4 below are met. The five (5) month period shall begin on **the** tenth (10) day of absence due to illness or injury if consistent with existing law. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave.
- 8.1.6 Deduction from accumulated leave due to absence shall be computed on an hourly time basis.
- 8.3.2 For purposes of this provision an immediate family member shall be mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, parent of dependent minor, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister of the employee or any relative living in the immediate household of the employee.
- 8.4.1 Unit members are entitled to use accumulated sick leave as set forth in 8.1.1 and 8.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 8.5.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

- 8.6.7 The District shall notify unit members of their right to predesignate a physician in cases of an industrial accident and provide a form for such pre designation. Unit members may change or modify their physician designation annually.
- 8.9.1 Vacation time shall accumulate at a rate of one day for each calendar month for each year for the first four (4) years of continuous employment in which an employee is on paid status for 1/2 or more workdays in that month, subject to paragraph 2 below. A day shall correspond to the length of the workday assigned to the unit member during the month in which it is accumulated. -
- 8.9.2 Assistants, Clerks, and Food Service employees with an equivalent of nine (9) months of service shall receive a maximum of nine (9) vacation days for each year for the first four (4) years of continuous employment.
- 8.9.3 Unit members shall be granted an additional three (3) working days of vacation with pay after completing their fourth year of continuous employment with the District. For each additional full year of continuous employment up to a maximum of five (5) years thereafter, one (1) additional day shall be granted. Unit members shall be granted an additional five (5) working days of vacation with pay after completing the twenty-fourth (24th) year of continuous employment with the District.
- 8.9.4 **Except for extenuating circumstances and with the approval of the Superintendent or designee, employees working ten (10) or less calendar months shall take vacation during winter or spring recess during the year vacation is being accrued. During this time such employees may opt to take non-paid days in lieu of available vacation and be paid for such unused vacation days accrued at the end of their school year. All other employees shall take vacation within twelve (12) months from the end of the fiscal year in which the vacation is earned.
- 8.9.4.1 **Unit members working less than twelve (12) months may use up to three (3) accrued vacation days anytime during the year for extenuating circumstances, provided they submit their request in writing at least ten (10) days in advance of the date requested to their immediate supervisor and the request is approved by the Superintendent or designee.



- 8.9.5 Unearned vacation days will be deducted from final paycheck upon termination of service whenever more days of vacation with pay have been taken than entitled to receive under the provisions of paragraphs 8.9.1 and 8.9.2 above.
- 8.9.6 Upon termination of service, employees will be paid for unused vacation to which they are entitled.
- 8.9.7 **Vacations shall be taken with the approval of the unit member's immediate supervisor and at the convenience of the District. In cases where two (2) or more unit members have opted to take the same vacation period, preference shall be given to seniority, unless personal emergency exists.
- If a unit member's vacation becomes due during an illness or injury leave period, the unit member may request that the vacation date be changed to available vacation dates.
- 8.9.8 Vacation time may be granted to coincide with commitment to hospital bed or convalescent period when such commitment is substantiated in advance with a signed certification from a doctor. Such time granted is not to exceed the vacation earned at the time of the request.
- 8.9.9 **Vacation may, with the approval of the employer, be taken at any time during the school year. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

****For the period of July 1, 2021 – June 30, 2022, the above provisions marked with double asterisks (8.9.4, 8.9.4.1, 8.9.7 and 8.9.9), are preempted by a memorandum of understanding, that will be in place for 1 year only, ending on June 30, 2022 notwithstanding any extension of this collective bargaining contract, between the District and LFCE, as attached in Appendix E. With quarterly review September, December, March, and June.**

Article 9: FEDERATION RIGHTS

- 9.14 In consultation with the District, the Federation shall be given the opportunity to select one (1) unit member to serve on the district interview panels that fill vacant bargaining unit positions. The Federation shall select one (1) unit member to serve on the district interview panels for management positions that will oversee unit members.

Article 10: ASSIGNMENTS, TRANSFER AND FILLING VACANCIES

10.5.1 Transfers of bargaining unit members may be initiated by the District management at any time whenever such transfer is in the best interest of the District as defined by the District management. A unit member affected by such transfer shall be given written notice, unless extenuating circumstances exist, ten (10) working days prior to the transfer. Upon employee request, a conference prior to the transfer may be scheduled by the District, which may include Federation representation in order to discuss the reason(s) for the transfer. The employee may request and shall be provided the reason(s) in writing.

10.6 Summer School

10.6.1 Unit members applying for Summer School general education, special education, and/or extended day program positions shall be selected by the District based on the following non-prioritized considerations:

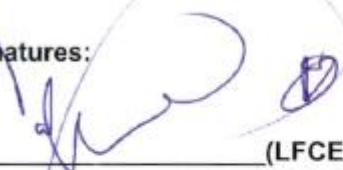
- Seniority within classifications
- Individual student needs
- Training and experience within the applicable classification
- Ability to perform the job functions

10.6.2 The final selection is within the sole discretion of the District management. Unit members not selected for a summer school assignment may request a meeting to discuss the reasons.

Article 19: TERM

This agreement shall be effective through June 30, 2022. Thereafter, this agreement shall continue in effect unless either party requests to modify, amend, or terminate said agreement for until such time as a new agreement is reached. Should such a request to modify, amend, or terminate this agreement be made, the parties agree to commence negotiations, unless extenuating circumstances exist, by March 15th of each year.

LFCE
LESD

Signatures: 

(LFCE) Date: 10/26/21 Hour: 1:00pm



(LFCE) Date: 10-26-2021 Hour: 1:00PM



(LESD) Date: 10/26/2021 Hour: 1:00 PM

LAWDALE ELEMENTARY SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

Between
Lawndale Elementary School District
and
Lawndale Federation of Classified Employees

DISTRICT PROPOSAL

LFCE NEGOTIATIONS


April 12, 2022

Juneteenth MOU for 2022


The Lawndale Elementary School District ("District") and the Lawndale Federation of Classified Employees ("LFCE") enters into this Memorandum of Understand ("MOU") as follows:

1. The District and LFCE recognize the importance of observing and celebrating June 19th known as "Juneteenth," to honor and reflect on the significant roles that African-Americans have played in the history of the United States and how African-Americans have enriched society.
2. As per Education Code Section 37220(b), when any of the holidays on which schools would be closed falls on a Sunday, the public school shall close on the Monday following.
3. All bargaining unit members shall be entitled to one paid holiday, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the Juneteenth holiday.
4. This MOU may be modified to align with legal requirements consistent with legislative action.

Signatures:



4/12/22



4/12/22