2022-2023
AGREEMENT

Between

Hawthorne School District

and

Hawthorne Federation of Classified Employees
Local 6041, CFT, AFT, AFL-CIO

CONTRACT LANGUAGE AND EXHIBITS UPDATED AS OF 7/1/23



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Agreement Between Hawthorne School District and Hawthorne Federation of Classified Employees, Local 6041, CFT, AFT, AFL-CIO

Article 1: Agreement

This agreement is made and entered into this 4th day of December, 2018, between Hawthorne School District (hereinafter referred to as "District") and the Hawthorne Federation of Classified Employees, Local 6041, California Federation of Teachers (CFT), American Federation of Teachers (AFT), American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as "Union").

Article 2. Recognition

2.1 The District confirms its recognition of the Union as the exclusive representative for the unit of classified employees as certified by the California Public Employment Relations Board (PERB) on June 22, 1998, as set forth below. The Unit may be modified in accordance with the rules and regulations of PERB or by mutual agreement of the parties. Any such modifications automatically become a part of this Agreement.

2.1.1. Bargaining unit members shall include all classified employees. However, excluded from the bargaining unit are all playground supervisors, substitute employees, temporary employees, supervisory, management, and confidential employees including Administrative Assistant, Administrative Support Specialist, Executive Administrative Assistant to the Superintendent and Secretary III.

2.2 The employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of all union members and pay the amount so deducted to the Union. Any unit member who is paying dues through dues deduction may stop making those payments as stated in the Authorization for Dues Withholding from Earnings of the Federation membership form.

2.2.1. All the funds collected by the District as a result of dues deductions shall be remitted to the appropriate financial officer designated by the Union no later than the 15th of each month.

2.2.2. The Union agrees that it will indemnify and hold harmless the District from attorney fees, costs, charges, awards, and damages arising out of any matter commenced against the District related to compliance with this section. The District will notify the Union in writing of any such matter within seven (7) days of service thereof upon the District. The Union may, at its discretion, determine whether to defend, settle in whole or in part, or appeal such matter.

2.2.3. Should an individual question the District about the membership issue, the individual will be referred to the Union.

Article 3. Organizational Rights

3.1 The Union shall have the right of reasonable access to and use of District facilities and buildings for purposes of transacting lawful Union business provided such use does not interfere with the school program or duties of unit members.

3.2 The Union shall have the right to post notices with appropriate Union identification regarding activities and matters of Union concern on designated bulletin boards. In addition, the Union shall have the right to use the District mail service and mailboxes for communication to unit members to the extent permitted by law concerning Union activities. The Union shall not post or distribute information which is knowingly false or defamatory.

3.3 The District shall make available to the Union, upon request, public documents in its possession which are non-confidential or privileged. In addition, the District shall notify the Union President by e-mail when copies of the Board Agenda and Minutes will be available online no later than when they are made available to the public.

3.4 The District shall annually provide up to a maximum of 250 hours paid release time for unit members' participation in union activities, provided the Union notifies the District at least two (2) days in advance of such leave and provided further that the unit member's absence does not interfere with District operations.

3.5 The District shall grant release time to no more than five (5) Union designated representatives for the purpose of meeting and negotiating.

3.6 The District shall print and deliver to the Union one-hundred-fifty (150) copies of this Agreement within a reasonable period of time after execution.

3.7 Each work month, the District shall provide the Union, the name, hire date, job title, work location, available telephone number, and home address of unit members monthly; except as provided under Government Code Section 6254.3 (c).

3.8 Payroll shall deduct union dues from the paycheck of all classified employees in the bargaining unit for each pay period that the employee is issued a paycheck.

3.9 The District will calendar monthly, one (1) hour new member orientation with the union. The location and time of the monthly orientation meeting will be determined by the District and Union. The monthly orientation meeting will be cancelled in any month were no unit members are hired.

Article 4. Unit Member Rights

4.1 Unit members shall have the right to inspect materials in their personnel file as authorized under Education Code Section 44031 during non-working hours. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the unit member, or were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

4.2 The District shall provide copies of up to twenty (20) pages of materials in a unit member's personnel file within one (1) working day of the request. Copies of materials exceeding twenty (20) pages shall be provided within four (4) working days of the request once received by the Assistant Superintendent of Human Resources or the Superintendent's Office.

4.3 Information of a derogatory nature, except the ratings, reports or records mentioned above in Section 4.1, shall not be entered in the unit member's personnel file until the unit member is given notice and an opportunity to respond in accordance with Education Code Section 44031.

4.4 The District shall provide full-time unit members scheduled to work after 2:00 p.m., reasonable release time to attend no more than one local Union meeting per month, provided such time is made up within thirty (30) calendar days from the date of absence, that the unit member's absence does not significantly interfere with District operations and that the unit member notifies their immediate supervisor at least twenty-four (24) hours in advance.

4.5 Unit members shall receive a notification, prior to July 1st of each calendar year, that reflects their classification, range, step, sick leave and vacation balances.

4.6 The District and the Union agree to establish a joint committee for reclassification studies which will consist of six (6) members. Three (3) members shall be selected by the Union and three (3) members shall be selected by the District. The HFCE President may decide which unit members sit on the committee as representatives for the Union. The Committee shall make recommendations to the Superintendent and the Board of Trustees. A classification study will be conducted every 5 years and will include a study of all classifications.

Article 5. Organizational Security

5.1 The Union shall have the sole and exclusive right to have membership dues deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations or other plans or programs jointly approved by the Union and the District.

5.2 The District shall deduct, in accordance with the Union dues schedule provided yearly by the Union, dues from wages of all employees who are members of the Union as authorized in writing for the duration of this Agreement.

5.3 All unit members who are members of the Union at the time of ratification of this Agreement, or who join during the term of this Agreement, shall remain members for the duration of this Agreement. Any unit member may withdraw from membership at any time following the expiration of this Agreement.

5.4 The District shall notify, in writing, the Union President if any member revokes a dues authorization form.

Article 6. Hours

6.1 The normal work week for full-time unit members shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.

6.2 The length of the work day and the scheduling of hours within the work day shall be determined at the discretion of the District. Unit members shall be provided at least seven (7) calendar days prior notice of any schedule change, except in cases of emergency.

6.3 The District, in consultation with the Union, reserves the right to establish an alternate 4-10 or 9-80 work week for all classified employees where such work schedules would not interfere with the normal operations of schools. Each such alternate work schedule must be agreed to voluntarily by the unit members and the supervisor in writing on a PAR form. This schedule may be changed by written notification by either party no more often than every ninety (90) days. For purposes of accounting, a day shall be a day (a day's vacation, sick leave, etc. shall be a day) of whatever duration the unit member is scheduled to work. Each unit member shall be assured the same number of paid holidays as unit members working the same number of months on a fixed 5-40 work schedule.

6.4 The District may establish an alternate work schedule consisting of five (5) consecutive days, Tuesday through Saturday and/or Wednesday through Sunday for newly created positions. Unit members working such an alternate work week shall be assured the same number of paid holidays as Unit members working a traditional work week.

6.5 Unit members who render service of at least six (6) consecutive hours shall be entitled to an uninterrupted lunch period exclusive of their required work day. The length of time for such lunch period shall not be less than one-half hour and shall normally be scheduled for full-time unit members at/or about the midpoint of each work shift. Upon mutual agreement between the immediate supervisor and the unit member, a unit member may combine both of his/her rest periods (breaks) outlined in 6.7 in combination with the lunch period by an additional thirty (30) minutes. A unit member's request to combine their breaks shall not be arbitrarily denied.

Rescheduling of the lunch period shall be mutually agreed upon between the immediate supervisor and the unit member.

6.6 The District shall make available to unit members on a non-exclusive basis lunch room and restroom facilities at each work site.

6.7 Full time unit members shall be granted rest periods at the rate of fifteen (15) minutes for each four hours worked. The initial scheduling of rest periods shall be determined by the immediate supervisor. Any rescheduling of the rest period(s), including combining the rest periods, shall be based upon the mutual agreement between the immediate supervisor and the unit member.

6.8 For all classified positions, extra hours shall be distributed pursuant to a seniority, rotation list with reasonable consideration for emergency situations. Unit members required to work on Sundays or holidays shall be paid double time and shall be selected according to seniority within their job classification. Overtime is defined to include any time worked in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in any calendar week and shall be compensated at time and one-half the regular rate of pay of the unit member. All overtime shall be approved in advance by the unit member's immediate supervisor.

6.9 Unit members required to work on holidays designated by this Agreement shall be paid compensation or, at the discretion of the employee, given compensatory time off in accordance with 6.8 above for such work in addition to the pay received for the holiday at the rate of time and one-half their regular rate of pay.

6.10 Unit members shall be granted compensatory time off at the District's discretion, after consultation with the unit member, in lieu of cash payment for overtime work at the appropriate rate as defined in Section 6.8 above.

6.11 The District shall make serious efforts to provide year around employment at their contracted number of hours for classified staff whose jobs are dependent on the number of students enrolled. The District representative(s) and the representative(s) from the Union shall meet to determine how to work out such employment. Unit members shall be notified at least two weeks in advance of changes to their schedules or assignments. When conventional, traditional holiday periods are extended for students or teachers, those hours shall be paid time for classified employees in the unit.

a. Ten month classified employees shall be paid for 207 working days.
b. Eleven month classified employees shall be paid for 228 working days.
c. Twelve month classified employees shall be paid for 248-250 working days.

6.12 When specific instructional aide assignments change, all 6-hour instructional aides working at the time of the change will be perpetuated at 6 hours either in the classroom or as specially assigned aides.

6.13 All part-time (those who work 6 hours or less per day) unit members, who are assigned to a school site, shall use the time clock procedures in place at each site.

6.14 Effective July 1, 2021, Health Clerks shall go from six (6) hour employees to seven (7) hour employees.

Article 7. Pay and Allowances

7.1 Unit members shall be paid twice per month, payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paychecks shall be issued on the preceding work day.

7.2 Payroll errors shall be corrected as soon as possible. Any paycheck that is lost after receipt shall be reported immediately to the immediate supervisor. The District shall reissue the lost check as soon as administratively possible.

7.3 Paychecks shall be made available to unit members on the date of issue.

7.4 Use of unit members' vehicles for District business shall be on a voluntary basis. Unit employees requested by their supervisors to use their vehicles for District business shall be reimbursed at the rate as approved by the Board of Trustees per mile for all miles driven on behalf of the District, subject to satisfactory verification and completion of proper District forms, provided by their supervisors.

7.5 Salary increments shall be granted as of July 1st of each year, provided the unit member has completed at least three fourths (3/4) of the school year.

7.6 New unit members shall be hired at the first step on the salary schedule for the classification, however, unit members hired may receive experience credit for up to two years of public school experience for work performed in the same or related classification of employment.

7.7 The District shall pay unit members in accordance with Appendix C. Any salary increases for Children's Center Instructional Aides shall be contingent upon adequate Child Development Apportionment funding.

For the duration of this contract, members of the classified bargaining unit shall receive the same percentage of increase in salary that is received by other employees and bargaining units in the District.

7.8 Shift Differential. Effective July 1, 2004, unit members who work 50% or more of their regularly assigned shift between 4 p.m. and 6 a.m. shall be paid a shift differential of $100 per month. An emergency temporary reassignment to a day shift position shall not effect the unit members eligibility to receive the shift differential during this reassignment, unless the unit member qualified under 7.10 below (Out of Classification Pay). Unit members who qualify under 7.10 below shall receive either the shift differential or out-of-classification pay, whichever is greater.

7.8 (1) Longevity (Effective July 1, 2022)

A permanent increment of $190 per month will be added to unit members' salaries after completion of the fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) cumulative years of service and an increment of $104 will be added to the unit member's salaries after completion of the tenth (10th) and thirty-fifth (35th) years of service in the District according to the following schedule:

Cumulative Years of Service	Longevity Increment	Cumulative Increase
10	104	104
15	190	294
20	190	484
25	190	674
30	190	864
35	104	968

A permanent increment will be added to hourly unit member salaries such that they shall receive the same prorated longevity increments as monthly unit members.

7.9 Uniforms.

(a) Safety shoes. The District shall review on a yearly basis each classification to determine if the purchase of safety work shoes is necessary. If it is determined to be necessary, the District shall purchase one (1) pair of safety work shoes for each unit member in those classifications every three (3) years.

Maintenance, Grounds, Warehouse, and Custodial unit members shall receive work boots once every six (6) months.

(b) Shirts. The District shall furnish four (4) work shirts per year, which shall be worn by each custodian, gardener, maintenance and warehouse employee.

(c) Identification Badges. Unit members shall wear District issued identification badges during their work time. The identification badges shall be visible at all times.

(d) The District shall furnish one (1) jacket for each custodian and maintenance worker every three (3) years beginning in September, 2017, which will be part of their District required uniform and shall be worn in lieu of any other personal jacket when needed.

(e) The District shall furnish one (1) sweater for each food service unit member in September, 2017, which will be part of their District required uniform and shall be worn in lieu of any other personal jacket when needed.

(f) The District shall furnish two (2) lab coats to health clerks which shall be worn by each employee. Lab coats shall be furnished by the District every three (3) years.

7.10 Out of Classification Pay. Inconsistent Duties (Education Code Section 45110). Unit members may be required to perform duties which reasonably relate to the duties contained in their job descriptions. In addition, unit members may be required to perform duties which do not reasonably relate to the duties contained in their job descriptions, provided that if such work exceeds five (5) working days within a fifteen (15) calendar day period, the District shall pay such unit member the applicable rate of pay in the higher classification for the entire period of the temporary assignment.

7.11 Staff Development Fund.
The District agrees to establish a Staff Development Fund of fifty thousand dollars ($50,000) effective 7/1/2022 for permanent unit members. The fund shall be available to pay up to 75% of the cost of tuition, fees and/or books and supplies, upon satisfactory completion of courses(s) (grade "C" or better) relating to the unit members current or future District career path. This provision shall be subject to guidelines mutually developed by a joint District/Union committee to include procedures on establishing individual maximum fund allocations and reimbursement

procedures where the unit member resigns from the District within two (2) years from receipt of funds.

7.12 The District and Union shall maintain a committee to assess and make recommendations concerning the training needs of unit members. The committee shall meet three times a year.

Article 8. Vacancies, Transfers and Promotions

8.1 Unit members may apply for vacant positions posted by the District. A vacant position shall be defined as an opening resulting from a unit member's retirement, termination, resignation or a new position created by the District. Applications for such vacancies shall be filed by the unit member in writing on the appropriate District form(s) with the Human Resources Office within the prescribed posting period. Such vacancies shall be posted by the District for not less than ten (10) working days prior to being filled, except in cases of emergency. The vacancy notice shall include the classification, job description, salary range, minimum qualifications desired for the vacancy and the deadline for applying to fill the vacancy.

8.2 The Union 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 Union shall be given the opportunity to select one (1) unit member to serve on the district interview panels for management positions that will oversee unit members.

8.3 Vacancies may be filled through voluntary transfers, involuntary transfers, promotions or appointment of outside applicants who are qualified under the same District requirements as applied to unit members for the position. In the event of a vacancy or the development of a new position, first consideration shall be given to qualified current employees; if two or more current employees are equally qualified, the most senior in that classification shall be offered the position.

8.4 Final selections for filling vacancies shall be made by the Board of Trustees.

8.5 Probationary Period. An appointment to a permanent position for original entrance or promotion shall be deemed to be incomplete until there shall have elapsed a six (6) month period of probationary service by such appointee. The probationary period shall not include time served under emergency, substitute or provisional appointment but shall date from the beginning of service in a permanent position. The District may, with the concurrence of the Union, extend the probationary period for no more than six (6) additional months.

8.6 Transfers. A "transfer" refers to the movement of a unit member from one site to another. A transfer may be unit member-initiated (voluntary) or District initiated (involuntary).

(a) Voluntary Transfers. Unit members may apply for vacant positions posted by the District. If the District determines that the factors it's applying in filling the vacancy are equal among applicants, then District seniority shall be determinative.

(b) Involuntary Transfers. The District may involuntarily transfer unit members within their classifications at any time when in the best interest of the District. Except in cases of involuntary transfers resulting from disciplinary action, or identifiable program needs, the District shall review the file of voluntary transfer requests prior to causing any involuntary transfer and may seek volunteers for transfer. Unit members shall be given at least five (5) days prior notice, at a conference with the Superintendent or designee, to discuss the basis for the transfer.

(c) Final selections for transfers shall be made by the Board of Trustees.

8.7 Promotions. A promotion is a change from one classification to a higher related classification and involving a change of position and duties.

(a) Pay upon Promotion. When a permanent unit member receives a promotion, the unit member shall move to the first step of the new salary range or that step of the new range which provides at least a 5% increase over the unit member's current salary. In no event, however, will the unit member be paid a rate of pay exceeding the top step of the new salary range.

(b) Probationary Service in Promotion. A promotional appointment shall be deemed to be an incomplete appointment in the classification or to the position to which such appointment is made until there shall have elapsed a six (6) month period of probationary service by the appointee.

(c) Restoration to Former Position. Unless cause exists for dismissal pursuant to Article 16, a permanent unit member who has vacated a position to accept another position in a higher classification and who is rejected during the probationary period shall be reinstated in the former position. In the event such reinstatement requires the layoff of a unit member in the classification, that unit member shall be laid-off in accordance with the specified layoff procedure.

8.8 Reinstatement after Resignation. Any permanent unit members whose employment is terminated after submission of a written resignation, may be returned to their former position as permanent unit members employee within 24 months from the last day of paid service, with the same seniority, accumulated sick leave and other privileges which they had acquired at the time of resignation. Their salary shall be the same as they would have been entitled to at the time of resignation, provided that the maximum for the classification has not been exceeded.

Article 9. Evaluations

9.1 Permanent unit members shall be formally evaluated once every two years, if the last two evaluations have been satisfactory, no later than April 30th, in accordance with the "Evaluation Form for Classified Personnel" in Appendix A.

9.2 Probationary unit members shall receive at least two (2) evaluations, at least two (2) months apart, during the probationary period. This provision shall not be a precondition to the District's right to terminate a probationary employee at any time.

9.3 The evaluator shall be the person to whom the unit member is immediately responsible who is so designated by the District. Evaluations shall be based upon the observations of the evaluator or other information deemed credible by the District.

9.4 The evaluator shall meet with the unit member to discuss the unit member's formal written evaluation. The unit member shall be provided the opportunity to attach a written response within five (5) working days, which shall become part of the permanent record. The unit member must sign the evaluation signifying only that the unit member has read and received the document. The unit member may note disagreement with the evaluation at this time. Unit members who have concern about the content of the evaluation may request a meeting with the Director of Human Resources. The unit member shall have the right to Union representation to the extent required by law (NLRB vs. Weingarten).

9.5 An unsatisfactory evaluation shall include specific recommendations for improvement. If the unit member requests training and assistance to address said area(s) of improvement, the District shall pay for such training if mutually agreeable.

9.6 Except for the specific procedures and timelines described above, nothing in this Article shall be construed to subject the evaluator's judgment or assessment of the unit member's performance or their interpretation or application, to the grievance procedure.

9.7 The District Evaluation Form for Classified Personnel shall include two (2) separate signature lines, one with a checkbox that states, " I agree with this evaluation" and another that states " I do not agree with this evaluation". The unit member shall have the option of checking on or the other.

Article 10. Grievances

10.1 Definitions

(a) A "grievance," as defined in this Agreement, is a formal, written claim or allegation by a unit member, or the Union, covered by this Agreement, that s/he has been adversely affected by a violation of a specific provision or provisions of this Agreement.

(b) A "grievant," as defined in this Agreement, is a unit member or the Union covered by the terms of this Agreement, who has filed a formal, written grievance.

(c) A "working day," as defined under this grievance procedure, is a day when the District Office is open for business.

(d) The "immediate supervisor," as defined under this grievance procedure, is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

(e) A "representative," as defined under this grievance procedure, shall include a Union representative or any individual selected by the grievant.

10.2 Procedure

(a) Informal Level. Before filing a formal, written grievance, the employee should attempt to resolve the alleged grievance by an informal conference with the employee's immediate supervisor.

(b.) Formal Level:

(1) Level I

(a) Within twenty (20) working days after the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing, on the appropriate form, to the unit member's immediate supervisor at a formal meeting. All days listed in the grievance article shall be working days

(b) The grievant should give a clear and specific statement of the grievance and shall propose the remedy sought.

(c) The immediate supervisor of the grievant shall communicate his/her decision, in writing, within ten (10) working days after receiving the written grievance.

(d) If the grievant does not agree with the decision, the grievant may appeal through the next level.

(2) Level II

(a) In the event the grievant is not satisfied with the decision rendered a Level I, the grievant may appeal the decision, in writing, on the appropriate form, to the Director of Human Resources, or designee, at a formal meeting within ten (10) working days.

(b) This statement shall include a copy of the original grievance, the decision rendered and a clear statement of the appeal.

(c) The Director of Human Resources, or designee, shall, within ten (10) working days after receiving the appeal, communicate his/her decision in writing to the grievant.

(d) During the time limits of this appeal, either the grievant or the Director of Human Resources, or designee, may request informal conferences on the appeal.

(e) If the Director of Human Resources, or designee, does not respond within the time limits the grievant may appeal to the next level.

(3) Level III

(a) If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing, on the appropriate form, to the District Superintendent, or designee, at a formal meeting within ten (10) working days. In the event the designee of the District Superintendent is named, s/he shall not be a person involved in Level I or II of the grievance appeal.

(b) The written appeal shall include a copy of the original grievance and decision, as well as the appeal request and the appeal decision, and the clear statement of the reason for the appeal to Level III.

(c) Within ten (10) working days, the District Superintendent, or designee, shall communicate his/her decision to the grievant in writing.

(d) During the time limits of this appeal, either the grievant or the District Superintendent, or designee, may request informal conferences for the purpose of reaching a resolution of the grievance.

(4) Level IV

(a) If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision, by submitting the grievance in writing, on the appropriate form, to advisory arbitration. The Union shall notify the Superintendent or designee within ten (10) days of the grievant's receipt of the Level III decision that the Union wishes to proceed to advisory arbitration. The written appeal shall include a copy of the original grievance and related appeal documentation as well as a clear statement of the reason of the appeal to Level IV.

(b) A current list of seven (7) available arbitrators shall be obtained by the Union from the California Mediation and Conciliation Service. The selection of the arbitrator shall be made by alternately striking names from such list until one name remains. The party who strikes the first name shall be determined by a flip of a coin. Within five (5) days of selection, the Union shall contact the arbitrator selected.

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

(d) The arbitrator shall 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.

(e) The findings of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed.

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

(g) If any question(s) arise(s) as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator, in a separate hearing, before consideration of the merits of the grievance.

(h) 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/her findings and recommendations, which shall be advisory to the Board of Trustees.

(i) The Board shall render a final written decision based on the record, the arbitrator's recommendations and any additional information or testimony it may deem necessary, within thirty (30) days of receiving the arbitrator's report.

(j) The total annual liability to the District for decisions rendered through advisory arbitration, if accepted by the Board of Trustees, shall not exceed $20,000.

10.3 General

(a) At any meeting or conference in this formal grievance procedure, either party may have a person accompany him/her as a representative. Necessary witnesses may also be called by the grievant at times mutually agreed upon by the parties.

(b) At any point during this grievance procedure, the grievant may withdraw the grievance by filing a written notice of withdrawal with the Union and the District.

(c) When a resolution of the grievance is agreed to, the President of the Union shall receive a copy of the grievance and the proposed resolution. If the Union wishes to file a response to the proposed resolution of the grievance, it shall file the response with the District within ten (10) working days after receipt of the proposed resolution of the grievance.

(d) The appropriate grievance forms are attached as Appendix E of this Agreement and are available at school offices, the District Office or from the Union.

Article 11. District Responsibilities

11.1 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 exclusive rights 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; outsource work with prior consultation with union leadership; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

11.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, 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.

11.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from he provisions of Article 10. Grievance. Upon request, the District shall provide the Union with the rationale for the emergency.

11.4 At the beginning of each calendar year the District and the Union shall meet to discuss the District's plan for any known anticipated contracted project in the coming year. Further, the District shall provide advance notice and, upon the Union's request, shall negotiate with the Union the effects of contracting out services previously, customarily and regularly performed exclusively by unit members which results directly in the layoff of unit members.

11.5 The Superintendent or designee may require, at District expense, a physical examination of any unit member if determined to be for legitimate District related reasons.

Article 12. Holidays

12.1 The District agrees to provide unit members with the paid holidays in attached Appendix B, provided they are in paid status. In recognition of Juneteenth, the District

agrees to increase the number of paid holidays to classified staff by one (1) additional day. The District's designated observance of Juneteenth will be added as a paid holiday for 10-month, 11-month, and 12-month classified employees, provided they are in paid status.

Article 13. Vacation

13.1 Vacation is earned at the rate of one (1) day per month worked for regular unit members. Effective July 1, 2000, additional vacation days shall be provided to unit members as follows:

Beginning of Year:	Additional # of Days
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
18	1
20	1
22	1
24	1
25	1

No more than seven (7) days vacation may be carried over into the next school year. In order to carry the seven (7) days, a unit member must make the request in writing by completing a PAR form.

13.2 A school fiscal year is July 1st - June 30th. After the successful completion of a six (6) month probationary period, unit members shall be advanced one (1) year of entitled vacation days. This advance shall occur at the beginning of the next fiscal year. This allows unit members to schedule these days, with the approval of their supervisor, to avoid a negative impact on the program. If the employment is terminated before the advanced days would have actually been earned, these advanced days will be deducted from the employee's final earnings.

13.3 To request vacation, unit members must enter their absence into the Frontline Absence Management System at least (5) calendar days in advance, unless otherwise approved by the unit member's supervisor. Should a unit member request one (1) vacation day only, said unit member may enter their absence into the Frontline Absence Management System two (2) calendar days in advance.

13.4 If there are conflicting dates of vacation requests, the most senior unit member in the same classification at the same site requesting the date shall be approved for the time off.

13.5 Regular part-time unit members working less than a full eight (8) hour day, or less than twelve (12) months shall receive accrued vacation benefits in a ratio to the number of hours worked per day/month worked per year.

13.6 Ten (10) and eleven (11) month Instructional Aides and Health Clerks must take earned vacation days during a regular work day, as outlined in 13.3 above. They have the option of using up to ten (10) earned vacation days during the winter break, with pay.

Article 14. Leave

14.1 Sick Leave (Personal Illness and Injury Leave)

(a) The purpose of Sick Leave shall be for physical and/or mental disability absences which are medically necessary and caused by illness, injury, maternity disability or quarantine.

(b) Each unit member covered by this Agreement working five (5) days per week for a fiscal year shall be annually granted twelve (12) days of leave of absence for the purpose of Sick Leave utilization. Any unit member covered by this Agreement working less than full-time shall be granted Sick Leave in the same ratio that their employment bears to full-time employment.

(c) If a unit member does not utilize the full amount of Sick Leave authorized in any one school year, it shall be accumulated from year to year, unlimited.

(d) All unit members exercising this leave of absence provision shall notify the District Office in one of two ways:

(1) Enter the absence through the AESOP (the automated substitute placement and absence management system) system on the Internet at http://www.frontlinek12.com.AESOP. Each bargaining unit member will be issued their own personal access information.

(2) Call "AESOP" toll free at 1-800-942-3767. Unit members will follow the voice menu to enter the absence. Each bargaining unit member will be issued their own personal access information.

Unit members shall complete and submit a Personnel Action Request (PAR) Form to the Human Resources Office for any absence other than illness, personal necessity, paid personal business days, vacation or bereavement.

(e) Return to Service

(1) If the unit member fails to notify the District Superintendent's Office of a change in return date and both the employee and the substitute report for work, the employee shall not be allowed to return to duty and shall be charged with one additional day of Sick Leave absence.

(2) Notification must be made on Friday for a return on Monday.

(3) A Unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall submit, prior to return to active duty, a medical statement stating that the unit member is able to return to his/her position classification and perform the essential functions of his/her position with or without reasonable accommodation.

(4) A unit member shall provide, upon District's request, additional verification of the use of these leave provisions.

(5) Unit members who use five consecutive days of sick leave shall submit a physician's statement indicating the unit members ability to return to their assigned positions.

(f) Payment for unused Sick Leave

(1) For all bargaining unit full time unit members hired after July 1981, and prior to July 1, 1998, upon termination from service in the District through resignation, retirement, layoff (RIF) or death, a unit member (or the estate) will be compensated for unused earned accrued sick leave as follows:

Unit members having more than five (5) years of continuous service may receive compensation for unused sick leave at the rate of 25% of Step A in their respective salary range. The number of days of unused Sick Leave may not exceed 100. (Formula: 0.25 X Step A Range rate x unused sick leave days (not to exceed 100 days).

A request for sick leave buyback must be presented in writing to the District as early as possible, but not later than March 15 of the year in which the unit member plans to resign or retire.

A unit member who is rehired by the District after having received Sick Leave buyback will not be given credit for any such prior accrued sick leave that has been "bought back" unless the unit member reimburses the District for the amount previously paid.

(2) In lieu of paragraph (1) above, unit members may apply their unused sick leave for retirement credit under the Public Employee Retirement System (PERS) to the extent permitted by law. Eligibility for retirement credit shall be within the exclusive jurisdiction of PERS and shall not be subject to the grievance procedure in this Agreement. Under no circumstances, shall the District incur any expense in connection with the implementation of this provision.

(g) Catastrophic Leave Program

The following guidelines shall be used to establish a bank of hours in accordance with Education Code 44043.5 for a unit member to access once all of the unit member's sick days have been exhausted.

1. Days may only be accessed in the event of a unit member's catastrophic illness after exhausting all sick and vacation days.
2. A physician's note shall be required to verify the illness and confirm the number of days the unit member shall be unable to work.
3. A unit member may receive no more than the equivalent of the sick leave time they would have used within a two-week (10 working days) period based on their regular work day from the sick leave bank during the school year.
4. Voluntary contributions of sick days shall be promoted by the Union.
5. To access the days, the unit member must be a unit member for at least two consecutive years of service in the District immediately preceding the request.
6. A unit member donating days to the sick leave bank must retain a minimum equal to the sick leave time they would need for a two-week (10 working days) sick leave absence based on their regular work day at any given time of donation.
7. All donations of hours are voluntary.
8. Once a donation is made it is permanent and can not be given back to the donating unit member.
9. Unit members donating days shall not be able to determine who will receive the days.
10. Requests for days shall be submitted to the Assistant Superintendent of Human Resources.
11. This plan shall be reviewed annually by a Union/District Committee.

14.2 Leave for Pregnancy Disability

(a) Any unit member is entitled to use Sick Leave, as set forth in 14.1(a) above, for disabilities caused or contributed to by pregnancy, miscarriage, child birth and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities set forth above.

(b) The length of the pregnancy disability leave of absence, 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. The unit member shall furnish the District a written statement indicating the above dates.

14.3 Bereavement Leave of Absence

(a) Unit members shall be granted Bereavement Leave of three (3) days upon a death in the immediate family or five (5) days if travel out-of-state is required.

(b) Immediate family includes mother, father, mother-in-law, father-in-law, grandmother, grandfather, and grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the unit member's spouse, registered domestic partner, son, daughter, son-in-law, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member.

(c) Bereavement Leave allowance is without loss of salary and is not drawn from and does not count against Sick Leave allowance and personal necessity leave.

14.4 Personal Necessity Leave

(a) A maximum of seven (7) days of accumulated Sick Leave may be used during any one school year by a unit member in cases of personal necessity, including, but not limited to any of the following reasons:

(1) Death of a member of his/her immediate family, as defined in 14.3.b.

(2) Accident involving the unit member's person or property, or the person or property of the unit member's immediate family.

(3) Appearance in court as a litigant, or as a witness under an official order.

(4) Unit members shall be granted two (2) days a year, Paid Personal Business Days, to be drawn from *personal necessity days,* to be used for reasons personal and private, at the discretion of the unit member. These days may be used on any day with the exception of the first and last days of the school year or assigned track, the day prior to or following a legal or local holiday, or other days when such an absence would have a negative impact due to a previously scheduled event or activity. Unit members shall give advance notice by completing a PAR form, if possible. If not possible, the unit member must call the District Office and work site office the morning of the absence and request a Paid Personal Business Day. A PAR form must be completed within two working days upon return.

(5) As approved by the District Superintendent, or designee, other personal necessities or events of an emergency nature which necessitate the immediate attention of the unit member during the work day.

(b) Prior approval is required for Personal Necessity Leave under Sub-Paragraph (3) above. Information necessary for Personal Necessity Leave use may be submitted by telephone to the District Office, where Personal Necessity Leave approval forms will be processed. Upon approval, written notification will be sent to the unit member and the payroll secretary.

(c) A unit member shall provide, upon District's request, additional verification of the use of these leave provisions.

14.5 Sick Leave Incentive

(a) Effective July 1, 2022, unit members shall accrue incentive payments according to the following schedule:

Days of Sick Leave within a School Year
0 sick days utilized = $650 (increase of $150)
1 sick days utilized = $550 (increase of $150)
2 sick days utilized = $450 (increase of $150)

Verified and allowable bereavement days (up to 5 total days) will not count as usage of sick leave when calculating the sick leave incentive.

14.6 Family and Medical Leave

(a) The provisions of the federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA; Government Code § 12945.2) are applicable to unit members employed by the District for at least twelve (12) months (which need not be consecutive) who have worked 1,250 hours in the twelve (12) months immediately prior to commencement of the leave.

(b) Eligible unit members may take up to twelve (12) workweeks of leave (twenty-six (26) workweeks for military caregiver leave) in a fiscal year, July 1 through June 30, inclusive, for the following reasons:

(1) Serious health condition of the employee;

(2) Serious health condition of the employee's child, parent, spouse, or registered domestic partner (CFRA only);

(3) Birth of a child, or placement of a child in the family for adoption or foster care within twelve (12) months of the birth or placement;

(4) Serious illness or injury sustained in the line of duty on active duty by a military service-member or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or

(5) Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered service-member on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

(c) Where the leave is for planned medical treatment or birth of a child, unit members must provide thirty (30) calendar days' notice of the need for leave. For all other reasons and where practicable, the employee shall provide reasonable notice. Unit members shall provide appropriate certification.

(d) Eligible unit members must use available paid leaves concurrently with unpaid family leave. Nothing herein shall modify the rules for use of such paid leaves. Entitlement to FMLA leave shall run concurrently with CFRA leave except for pregnancy disability and the military related reasons. Paid parental leave

under Section 14.10 shall run concurrently with any entitlement to child-bonding leave under FMLA and CFRA.

(e) While on Family and Medical Leave, a unit member shall be entitled to continue his/her health and welfare benefits under the same terms and conditions as if working, including paying any employee portion of the insurance premium. If the unit member fails to return to work after taking Family and Medical Leave, for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to FMLA/CFRA leave or (2) other circumstances beyond the unit member's control, the unit member shall be required to pay back the health insurance premiums paid by the District during any unpaid portion of the Family and Medical Leave.

14.7 Leave of Absence Without Pay

(a) Leaves of Absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or designated representative, subject to the following restrictions:

(1) Requests shall be made on a PAR form, giving the reason for the request and beginning and ending dates.

(2) The unit member must have exhausted all available paid leave and vacation benefits.

(3) Acceptable Reasons:

(a) Maternity/Paternity (Child Rearing)

(b) Rest and Recuperation (From an Illness)

(c) Travel/Education

(b) Length:

(1) Shall be for not less than ten (10) working days, nor more than one (1) year

(2) Beginning and ending dates shall be subject to certain payroll procedures.

(c) General:

(1) The granting of a Leave of Absence without Pay gives the unit members the right to a position at the expiration of their Leave of Absence, provided that they are physically and legally capable of performing the duties. The District shall attempt to reassign the unit members to their prior position. The position may be filled only for the duration of the leave and the unit member so assigned must be reassigned upon completion of the leave.

(2) Temporary Leave of Absence from duty, without pay, for a period of ten (10) working days or less may be granted informally by the Director of Human Resources.

14.8 Industrial Accident or Illness Leave

(a) Unit members who are absent because of injury or illness which arose out of and/or in the course of their employment, shall be allowed up to sixty (60) days of paid Industrial Accident or Illness Leave for each industrial injury *or* illness. Industrial Accident or Illness Leave shall commence on the first day of absence.

(b) When a unit member's entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to regular Sick Leave will then begin.

(c) A full day's wage or salary shall be the extent of compensation for Industrial Accident or Illness Leave. When unit members receive Temporary Disability Indemnity Award or Worker's Compensation, they shall be paid such portion of salary due, when added to the Temporary Disability Indemnity Award or Worker's Compensation Award will result in a payment to them of not more than their full salary.

(d) Periods of Industrial Accident or Illness Leave shall not be deemed to be a break in service of a unit member. Allowable Industrial Accident or Illness Leave shall not be accumulated from year to year. Industrial Accident or Illness shall be reduced by one day for each day of authorized absence, regardless of Temporary Disability Indemnity Award.

(e) When an Industrial Accident or Illness Leave overlaps into the next fiscal year, unit members shall be entitled to only the amount of unused leave due them for the same illness or injury.

(f) During any paid leave of absence, each unit member shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

(g) Provisions of the Industrial Accident or Illness Leave shall apply to unit members upon initial employment.

14.9 Jury Duty

In accordance with Education Code section 44037, unit members will be allowed to serve paid jury duty as called. Paid jury duty service may be limited by the Superintendent to 2% or more of the District staff, at a time, to facilitate the proper functioning of the schools.

14.10 Paid Parental Child Bond Leave

(a) Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental child bonding leave as set forth in this section.

(b) For purposes of this section, "parental child bonding 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 recovery therefrom.

(c) Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

(d) 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.

(e) Except for extenuating circumstances, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental child bonding leave and the anticipated dates of the leave.

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

(g) Parental child bonding 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.

14.11 Military Leave

Unit members shall be entitled to paid and unpaid military leave as provided by state and federal law. Unit members shall give notice of the need for military leave as soon as they receive their orders and shall provide a copy of their orders to the District.

Article 15. Exchange Days

15.1 Instructional Aides who are assigned to year-round Education tracks or flexible schedules shall be allowed ten (10) exchange days per year. No more than five (5) exchange days may be used at any one time. Arrangements will be made so that the same unit member shall cover consecutive exchange days. These days may not be used for regularly scheduled activities such as weekly classes or outside employment.

15.2 Instructional Aides who desire to exchange days shall be responsible for arranging exchange days in consultation with their principal, if possible, at least ten (10) days, but no less than five (5) days, prior to the date of the exchange day(s) in question. Payback of exchange days will be the responsibility of the involved unit members.

15.3 The Instructional Aide whose assignment is being covered shall be the one whose sick leave shall be deducted should the exchange Instructional Aide fail to perform the duty on the day(s) assignment. Example: Instructional Aide A is now on an exchange day and Instructional Aide B, who agreed to work that day, fails to cover the assignment. It will be Instructional Aide A who is charged with the sick leave day because it is Instructional Aide A's class and responsibility for coverage.

Article 16. Disciplinary Action

16.1 Discipline is defined to include, but not be limited to: suspension without pay; demotion to a lower class in which qualified; reduction of pay step within class; and/or dismissal.

16.2 Except in cases of severe infractions, as determined by the administrator, the normal progression of discipline shall be: oral warning, written warning, written reprimand, suspension without pay or demotion, dismissal.

16.3 Causes for disciplinary action against a permanent unit member include, but are not limited to, the following:

(a) Falsifying any information supplied to the School District including, but not limited to, information supplied on application forms, employment records, or any other School District records.

(b) Incompetency or inefficiency in the performance of duties of the unit member's position.

(c) Insubordination (including, but not limited to, refusal to do assigned work)

(d). Dishonesty (i.e. stealing, lying, fraud, theft and/or falsifying records or reports.

(e) Use or possession of intoxicants or illegal drugs while on duty or off-duty use which impedes performance.

(f) Arrest or conviction for the possession or use of controlled substances as defined in Education Code Section 44011.

(g) Absence without leave (three days of unexcused absence constitutes abandonment of position).

(h) Carelessness or misuse of District property, i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment.

(i) Discourteous, offensive or abusive conduct or language toward other unit members, pupils or the public.

(j) Neglect of duty or negligence in the performance of duties.

(k) Sexual harassment or abuse of students or employees.

(l) Arrest and/or conviction for any crime involving moral turpitude or a sex offense as defined in Education Code Section 44010.

(m) Misuse of sick leave, i.e. excessive or patterned absenteeism or tardiness.

(n) Willful or persistent violations of the Education Code or rules of the Governing Board.

16.4 (a) When an administrative decision is made to recommend that a permanent member of the bargaining unit be suspended for more than 2 days without pay, demoted, or dismissed, the unit member shall receive a written notice of the proposed action, and shall be informed of his or her right to union representation. The member and, if requested by the unit member, the union also shall receive notice of the proposed action. The Notice of Intent to Suspend, Demote or Dismiss shall state the effective date of the intended action, a statement of the specific charges, and the date by which the employee may request a pre-disciplinary hearing (Skelly) with the Superintendent or designee, and have attached copies of materials which support the proposed action.

(b) Within ten (10) calendar days, or when reasonably possible, following the mailing of personal delivery of the Notice of Intent to Suspend, Demote or Dismiss, the Superintendent or supervisory designee shall schedule a pre-disciplinary (Skelly) hearing to determine whether to proceed with the discipline. At that time, the employee at his/her choice may present in writing or in person, with or without a union representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time, the Superintendent or designee will make a determination and recommendation to the Governing Board for final action.

16.5 Any final action by the Board of Trustees shall be communicated to the employee in writing, including a statement of the action and the charges upon which it is based. The employee will also be notified in writing of his/her right to request a hearing and that a hearing must be requested within five (5) working days after the service of the notice. A "Request for Hearing" form shall be included with the written notification which, when filed with the Superintendent, shall constitute a demand for hearing and denial of all charges. If an employee files a Request for Hearing form with the Superintendent within five days after service of notice of the decision, the Board shall set a hearing before the Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Board. The burden of proof rests with the District administration. If the employee desires, he/she may be assisted at the hearing by a Union representative.

(a) The decision of the Board of Trustees shall be final and binding in all respects.

(b) Except as described in 16.6, permanent bargaining unit members shall not be suspended or dismissed without just cause being established by the District

16.6 The provisions outlined in 16.2 and 16.3 above do not preclude the immediate suspension of unit members if, in the judgment of the District, they are in clear and present danger to themselves or others.

Article 17. Layoff and Reemployment

17.1 Layoff. Whenever it is necessary, because of lack of work or lack of funds, to layoff unit members, such layoff shall be in accordance with seniority based on date of hire within the affected classification.

17.2 Reemployment Lists. There shall be established for each classification a reemployment list. This list shall contain the names of all permanent unit members who have been laid off or demoted from any position because of lack of work or lack of funds. Recall from the reemployment list shall be by seniority order within classification, with the most senior unit member on the reemployment list being recalled first. Unit members who acquire leaves of absence for military reasons and those who are ordered, pursuant to the laws of the United States, to serve in any civilian war effort or war industry, shall take precedence by having their names placed over other names on the reemployment list in any given classification.

Article 18. Health and Welfare Benefits

18.1 Beginning October 1, 2020 the annual bargaining unit member contribution towards the health benefits package shall be based on the tiered subscription level of each individual employee: Employee-Only (Six Hundred Dollars, $600.00), Two-Party or Employee + Family (Nine Hundred Dollars, $900.00). Deductions will be equally divided among the individuals annual pay periods.

18.2 Unit members employed four (4) hours or more, hired after January 1, 1997, shall be entitled to all health and welfare benefits on a pro-rated premium basis in the same ratio as the regular work hours per day, days per week, weeks per month, month per year of such part-time unit member bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year. The unit member pays by payroll deduction the balance to equal the total premium.

18.3 A unit member who becomes eligible and enrolls during the open enrollment period of each year for coverage under this Agreement shall be deemed to meet the eligibility requirements for that year. The probation of benefits for bargaining unit members employed four (4) hours or more shall be based upon the unit member's assignment as of July 1 of each year and shall be adjusted on a quarterly basis in accordance with Education Code Section 45137 to reflect the actual hours worked.

18.4 Unit members employed prior to January 1, 1997, who were receiving full District contributions of premiums, shall continue to receive those benefits as long as they maintain employment of four (4) hours or more. The unit members shall have the option of waiving the health and welfare benefits.

18.5 Representatives of the Union and the District shall work mutually to control the cost and quality of benefits.

18.6 For the duration of this contract, members of the classified bargaining unit shall receive the same health and welfare benefits (medical, dental and vision) and the

same District health and welfare benefit contribution as received by other bargaining units in the District.

18.7 Retiree Medical Insurance Coverage: Qualified employees who retire from the District and who meet the STRS or PERS minimum retirement age qualifications or who qualify for a disability retirement through STRS or PERS and who have completed at least 5 years of service with the District prior to retirement shall be eligible to continue to receive District-sponsored health insurance, for the retiree only, through the age of 65. An eligible year of service is one in which the retiree was in paid status for at least 75% of their contracted work days for the school year. Medical insurance eligibility for the retiree will extend through the last day of the month in which the retiree turns 65. The retiree may pay for continuous medical insurance coverage for their spouse until the last day of the month in which the spouse turns 65.

Article 19. Support of Agreement

The District and the Union agree that it is to their mutual benefit to support the provisions of this Agreement. It is further agreed that it is to their mutual benefit to encourage the continuation of problem solving in the District through the normal channels of communication.

Article 20. Savings Provision

It is agreed that if any provision(s) of this Agreement is (are) held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Within thirty (30) work days of any such court decision the District and the Union shall meet and negotiate over the invalid language.

Article 21. Completion of Negotiations

It is expressly agreed by the District and the Union that the signing of this Agreement by both parties concludes the meet and negotiate process for the period of this Agreement. Unless mutually agreed upon, neither the District nor the Union shall be obligated to meet and negotiate during the period of this Agreement with respect to any subject, or matter, whether referred to or covered in this Agreement or not. It is further agreed by both the District and the Union that negotiations to seek modification, amendment or change in this Agreement for the ensuing Agreement, will not begin earlier than the ninetieth (90^{th}) day prior to the end of the term of the Agreement.

Article 22. Concerted Activities

22.1 It is agreed and understood that there will be no strike, work stoppage or slow-down, unlawful picketing in connection therewith, or refusal for failure to fully and faithfully perform the job functions and responsibilities by the Union or by its officers, agents, members, or employees working in concert with the Union.

22.2 In the event of a strike, work stoppage, slow-down, or picketing in connection therewith of the District by unit members who are represented by the Union or its officers, agents, members, or employees working in concert therewith, the Union agrees in good faith to take all reasonable steps to cause those unit members to cease such action and make every effort toward inducing all unit members to comply with the provisions of this Agreement.

22.3 It is understood that in the event this Article is violated, the District may withdraw rights provided to the union under this Agreement and unit members may be subject to disciplinary action, including dismissal.

Article 23. Term of Agreement

This Agreement shall be in full force and effect through June 30, 2025, and thereafter shall continue in effect year-by-year, unless one the parties notifies the other, in writing, no later than April 1st, of its request to modify, amend or terminate the Agreement. The Union and the District may reopen negotiations during the 2023-2024 and 2024-2025 school years on salaries and up to two (2) additional articles determined by each party.

For the Federation:

Jose Medina, President and Employee Organization Representative
Hawthorne Federation of Classified Employees, Local 6041 CFT, AFT, AFL-CIO

For the District:

Vicente Bravo, President
Board of Trustees
Hawthorne School District
of Los Angeles County

Dr. Brian Markarian, District Superintendent and Secretary to the Board of Trustees
Hawthorne School District
of Los Angeles County

Appendices/Exhibits

- ✓ Tentative Agreements, Memorandums of Understanding, & Side–Letters
- ✓ Evaluation Form for Classified Personnel
- ✓ Holidays
- ✓ Master Salary Schedules
- ✓ Benefits
- ✓ Grievance Forms

TENTATIVE AGREEMENT BETWEEN
HAWTHORNE SCHOOL DISTRICT AND
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES
3/31/23

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees (HFCE-AFT) have completed negotiations for the 2022-2023 school year and agree to maintain the provision of the current classified collective bargaining agreement, except as modified below:

Article 7: Pay and Allowances
Article 7.7: Increase the current classified salary schedule by 9% retroactive to July 1, 2022.

Effective June 1, 2023, Moderate-to-Severe Special Education Aides will be increased from Range 8 to Range 10 on the Classified Employee Salary Schedule (Exhibit A).

Effective June 1, 2023, Mild to Moderate Special Education Aides will be increased from Range 8 to Range 9 on the Classified Employee Salary Schedule (Exhibit A).

Article 7.9: Uniforms (a) Safety Shoes - Add the following language to Article 7.9.
Maintenance, Grounds, Warehouse, and Custodial unit members shall receive work boots once every six (6) months.

Article 4: Unit Member Rights
Article 4.6: Unit Member Rights (Modify Article 4.6):
The District and the Union agree to establish a joint committee for classification studies which will consist of six (6) members. Three (3) members shall be selected by the Union and three (3) members shall be selected by the District. The HFCE President may decide which unit members sit on the committee as representatives for the Union. The Committee shall make recommendations to the Superintendent and the Board of Trustees.
A classification study will be conducted every 5 years and will include a study of all classifications.

Article 13: Vacation
Article 13.6: Ten (10) and (11) month Instructional Aides and Health Clerks must take earned vacation days during a regular workday, as outlined in 13.3 above. They have the option of using up to ten (10) earned vacation days during the winter break, with pay.

Article 14: Leave
14.5: Sick Leave Incentive - Add the following language to Article 14.5.
Verified and allowable *bereavement days* (up to 5 total days) will not count as usage of sick leave when calculating the sick leave incentive.

Article 23. Term of Agreement
This Agreement shall be in full force and effect through June 30, 2025, and thereafter shall continue in effect year-by-year, unless one the parties notifies the other, in writing, no later than April 1st, of its request to modify, amend or terminate the Agreement. The Union and the District may reopen negotiations during the 2023-2024 and 2024-2025 school years on salaries and up to two (2) additional articles determined by each party.

Jose Medina — 4.19.23
Jose Medina, HFCE President — Date

[signature] — 4/19/23
Dr. Brian Markarian, Superintendent — Date

MEMORANDUM OF UNDERSTANDING BETWEEN
HAWTHORNE SCHOOL DISTRICT AND
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES (HFCE)
3/31/23

The District and HFCE enter into this Memorandum of Understanding in acknowledgment of the following:

Professional Development
In fiscal year 2023-2024, classified employees will have the opportunity to participate in three (3) scheduled voluntary Saturday professional development days, compensated at time and a half (1.5) their rate of pay, based on their regular number of work hours.

Article 14 – Leave (Change in practice)
Effective July 1, 2023, initiate a change from sub-differential pay model to 50 percent pay model for extended illness. After all sick leave has been exhausted, unit members may receive up to 100 days of extended sick leave at 50% of the unit member's salary.

Early Notification of Intent to Retire (Extend through June 30, 2025)
Unit members that formally submit binding notification of their intent to retire from the District to Human Resources by December 1st shall receive a one-time stipend of $2,000.00 in their final pay cycle. In the event that the District offers a retirement incentive for which the unit member is eligible, the unit member may forgo the one-time stipend in lieu of the retirement incentive offered.

Jose Medina — 4.19.23
Jose Medina, HFCE President — Date

[signature] — 4/19/23
Dr. Brian Markarian, Superintendent — Date

Memorandum of Understanding
between Hawthorne School District and
Hawthorne Federation of Classified Employees (HFCE)
October 5, 2022

The District and HFCE agree that there is a critical need in this employment market and a clear benefit to both parties in attracting new employees to our district. The District and Federation agree that effective October 13, 2022 through June 30, 2024, the following will apply:

Classified staff members who are newly hired by the District will receive a signing bonus of one thousand dollars ($1,000). Staff members who do not complete at least six months of service to the District will be responsible for repayment of the signing bonus.

Following final approval by the HSD Board of Trustees, the terms of this Memorandum of Understanding will expire on June 30, 2024.

Jose Medina — 10.5.22
Jose Medina, HFCE President — Date

Dr. Brian Markarian — 10/5/22
Dr. Brian Markarian, Superintendent — Date

TENTATIVE AGREEMENT BETWEEN
HAWTHORNE SCHOOL DISTRICT AND
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES
4/26/22

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees (HFCE-AFT) have completed negotiations for the 2021-2022 school year and agree to maintain the provision of the current classified collective bargaining agreement, except as modified below:

Article 7: Pay and Allowances

7.7 Increase the current classified salary schedule by 5% retroactive to July 1, 2021.

7.8(1) Longevity (Effective July 1, 2022)

A permanent increment of $190 per month will be added to the unit members' salaries after completion of the fifteenth (15th), twentieth (20th), twenty-fifth (25th), and thirtieth (30th) cumulative years of service, and an increment of $104 will be added to the unit member's salaries after completion of the tenth (10th) and thirty-fifth (35th) years of service in the District according to the following schedule:

Increase of $30.00 for tiers 15/20/25/30 (no increase to tiers 10/35)

Cumulative Years of Service	Longevity Increment	Cumulative Increase
10	104 (no change)	104
15	190	294
20	190	484
25	190	674
30	190	864
35	104 (no change)	968

7.11 Staff Development Fund

The District agrees to establish a Staff Development Fund of fifty thousand dollars ($50,000) effective 7/1/2022 for permanent unit members. The fund shall be available to pay up to 75% of the cost of tuition, fees and/or books and supplies, upon satisfactory completion of courses(s) (grade "C" or better) relating to the unit members current or future District career path (the remaining paragraph is unchanged).

Article 18. (Add 18.7) Health and Welfare Insurance Benefits:

Retiree Medical Insurance Coverage: Qualified employees who retire from the District and who meet the STRS or PERS minimum retirement age qualifications or who qualify for a disability retirement through STRS or PERS and who have completed at least 5 years of service with the District prior to retirement shall be eligible to continue to receive District-sponsored health insurance, for the retiree only, through the age of 65.

An eligible year of service is one in which the retiree was in paid status for at least 75% of their contracted work days for the school year. Medical insurance eligibility for the retiree will extend through the last day of the month in which the retiree turns 65. The retiree may pay for continuous medical insurance coverage for their spouse until the last day of the month in which the spouse turns 65.

Article 12. Holidays

In recognition of Juneteenth, the District agrees to increase the number of paid holidays to classified staff by one (1) additional day. The District's designated observance of Juneteenth will be added as a paid holiday for 10-month, 11-month, and 12-month classified employees, provided they are in paid status.

Article 4: Unit Member Rights

Article 4: Unit Member Rights (Add the following sentences to the end of Article 4.6):

4.6 Selection of the classification(s) by the Reclassification Committee will be identified on a yearly basis through a draw conducted jointly between HFCE and the District. The HFCE President may decide which unit members sit on the committee as representatives for the Union.

Jose Medina 5/3/22

Jose Medina, HFCE President — Date

Helen E. Morgan 5/3/22

Dr. Helen Morgan, Superintendent — Date

MEMORANDUM OF UNDERSTANDING BETWEEN
HAWTHORNE SCHOOL DISTRICT AND
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES (HFCE)
4/26/22

The District and HFCE enter into this Memorandum of Understanding in acknowledgement of the following:

Health Insurance - Cash In Lieu

The District shall extend the option of Cash in Lieu to eligible Unit members enrolled in the District health benefits program through 9/30/24. Eligible members consist of those who are married or are registered domestic partners, and both working in the District. The Cash in Lieu amount shall be $5,000.00 per insurance year. The District will reevaluate the Cash in Lieu option for the 2024-25 insurance year.

Article 13. Vacation

Unit members shall be paid for (1) all unused vacation days that have accrued through June 30, 2022, or (2) up to the number of accrued vacation days in excess of the days they earned during school year 2021-22. Unit members shall select between option One and option Two by June 1, 2022. This payout will take place in June 2022 (payable on July 10, 2022). The vacation payout shall be compensated at the unit member's current rate of pay effective in June 2022.

Recognizing that accumulated vacation days are an unfunded liability, the District will implement the vacation carryover limit, in alignment to Education Code 45197(d) beginning with the 2022-2023 school year. Unit members may not carry over a cumulative balance beyond the total number of vacation days earned per year by the member. In order to meet the needs of the District and recognize the needs of staff members, each Unit member eligible for vacation time will enter their vacation days into the absence management system by July 30 of each year. As outlined in Contract language Article 13.4, *"If there are conflicting dates of vacation requests, the most senior unit member in the same classification at the same site requesting the date shall be approved for the time off."* Should vacation days in excess of the allowable carryover need to be rescheduled, unit members will enter the equivalent number of days into the system for the school year. Employees that have not taken vacation as planned by the end of the year may be directed by their supervisor to take vacation time.

Article 12. Holidays

In light of the District's recognition of Juneteenth as a paid holiday for 10-month, 11-month, and 12-month classified employees in paid status during the 2021-22 school year, the following changes to the classified calendar will be implemented:

- 10-month instructional aide work calendar for 2021-2022 will be adjusted to reflect 6/20/22 as a paid holiday
- 10-month work calendar for 2021-2022 will be adjusted to reflect 6/20/22 as a paid holiday and will add 6/22/22 as an additional work day
- 11-month and 12-month work calendars will be adjusted to reflect 6/20/22 as a paid holiday

Article 7: Pay and Allowances

Off Schedule Retention Incentive (for 2021-2022 School Year)

Unit members covered by this Agreement shall be granted a 4% off-schedule one-time incentive (based on the 2021-2022 master salary schedule). The one-time off-schedule incentive recognizes the stress caused by COVID-19 and is provided in an effort to retain qualified and effective staff.

Article 4: Unit Member Rights

HFCE and the District agree that the reclassification study, per Article 4.6 in the HFCE contract, will include a study of all classifications during the 2022-2023 school year. After the complete study is performed, one-third of all classifications shall be reviewed on a yearly basis.

Professional Development

In fiscal year 2022-2023, classified employees will have the opportunity to participate in two (2) scheduled voluntary Saturday professional development days, compensated at time-and-a-half (1.5) their rate of pay, based on their regular number of work hours.

Jose Medina — 5/3/22

Jose Medina, HFCE President — Date

Helen E. Morgan — 5/3/22

Dr. Helen Morgan, Superintendent — Date

MEMORANDUM OF UNDERSTANDING BETWEEN
HAWTHORNE SCHOOL DISTRICT AND
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES, AFT Local 6041
9/14/21

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees (HFCE) enter into the following memorandum of understanding:

COVID Leaves

From October 1, 2021 through June 30, 2022 the District will grant up to 10 days of paid administrative leave for staff members who provide verification that they are *unable to work* due to being subject to a quarantine or isolation period related to COVID-19 as defined by: (a) an order or guidelines of the California Department of Public Health (CDPH) or a local health officer with jurisdiction over the workplace,(b) has been advised by a health care provider to quarantine, or (c) are experiencing COVID-19 symptoms and are seeking diagnosis.

School or District Closure:

The District and Federation recognize there may be a need to close entire schools or the District and return to an Independent Learning Instructional model. The District and Federation will work together to meet the challenges faced under such circumstances, avoiding interruption to instruction and student attendance.

COVID-19 Vaccinations and Boosters

In order to support unvaccinated unit members wishing to receive the COVID-19 vaccination(s) and reduce the need for substitutes/temps when possible, the District will grant each unit member up to two stipends in the amount of $250.00 each (not to exceed $500.00) for staff members who are vaccinated during non-work hours.

In order to support unit members wishing to receive the COVID-19 vaccination booster, and reduce the need for substitutes/temps when possible, the District will grant unit members who receive the vaccination booster during non-work hours a stipend in the amount of $250.00.

These stipends are specifically for the purpose of reducing the need for substitute staff and will only be paid for days in which an employee receives a COVID vaccination or booster during non-work hours.

Required Ongoing COVID Testing for Unvaccinated Staff

In order to comply with the newly enacted mandate for all school district employees to provide proof of vaccination or submit to weekly COVID testing, all staff will be required to provide approved evidence of vaccination or submit to weekly testing. Unvaccinated staff requiring testing will be provided with a schedule.

Mandated Training

The District will compensate staff up to 2 hours of additional pay to complete the mandated training which encompases the following three training: (1)AB1432 Mandated Reporter, (2)Cal-OSHA COVID-19 Employee Training, and (3)HSD Employee Handbook (acknowledgement).

Professional Development

Classified employees will have the opportunity to participate in two (2) scheduled voluntary Saturday 8-hour professional development days, compensated at time-and-a-half (1.5) their rate of pay.

Extra Hours & Compensation

In recognition of an increase of classified staff's workload due to COVID-19, employees may be granted up to a total of 8 hours of overtime pay each month. These hours will be determined in consultation with the employee's supervisor. This does not preclude additional overtime hours if necessary.

Any allowances instituted during the 2021-22 year, including compensation for extra hours to perform needed time-sensitive tasks, will not constitute a precedent and are deemed a temporary solution.

This MOU shall expire in full without precedent on June 30, 2022, unless by mutual written agreement or unless specifically outlined with an alternate expiration date.

Jose Medina, HFCE President — Date: 9/14/21

Dr. Helen E. Morgan, Superintendent — Date: 9/14/21

HAWTHORNE SCHOOL DISTRICT and
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES
TENTATIVE AGREEMENT
April 22, 2021

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees (HFCE-AFT) have completed negotiations for the 2020-2021 school year and agree to maintain the provisions of the current classified collective bargaining agreement, except as modified below:

Article 6. Hours

Add 6.14 to Hours:
6.14 Effective July 1, 2021, Health Clerks shall go from six (6) hour employees to seven (7) hour employees.

Article 7. Pay and Allowances

7.7 Unit members covered by this Agreement shall be granted a 4% increase on the master salary schedules for classified employees in the attached appendices exhibits, retroactive to July 1, 2020.

Add 7.9 (f) to Uniforms
7.9 (f) The District shall furnish two (2) lab coats to health clerks which shall be worn by each employee. Lab coats shall be furnished by the District every three (3) years.

7.8 (1) Longevity (Effective July 1, 2021)
A permanent increment of $160 per month will be added to unit members' salaries after completion of the fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) cumulative years of service and an increment of $104 will be added to the unit member's salaries after completion of the tenth (10th) and thirty-fifth (35th) years of service in the District according to the following schedule:

Cumulative Years of Service	Longevity Increment	Cumulative Increase
10	104	104
15	160	264
20	160	424
25	160	584
30	160	744
35	104	848

A permanent increment will be added to hourly unit member salaries such that they shall receive the same prorated longevity increments as monthly unit members.

Article 8. Vacancies, Transfers and Promotions

Add Language to 8.2:
8.2 The Union shall be given the opportunity to select one (1) unit member to serve on the district interview panels that fill vacant bargaining positions. The Union shall be given the opportunity to select one (1) unit member to serve on the district interview panels for management positions that will oversee unit members.

Article 13. Vacation

Add Language to 13.3:
13.3 To request vacation, unit members must enter their absence into the Frontline Absence Management System at least (5) calendar days in advance, unless otherwise approved by the unit member's supervisor. Should a unit member request one (1) vacation day only, said unit member may enter their absence into the Frontline Absence Management System two (2) calendar days in advance.

Article 14. Leave

14.5 Sick Leave Incentive

(a) Effective July 1, 2022, unit members shall accrue incentive payments according to the following schedule:
Days of Sick Leave Within a School Year
0 sick days utilized = $650 (increase of $150)
1 sick days utilized = $550 (increase of $150)
2 sick days utilized = $450 (increase of $150)

Jose Medina — 4/22/21
Jose Medina, HFCE President — Date

Helen E. Morgan — 4/22/21
Dr. Helen E. Morgan, Superintendent — Date

HAWTHORNE SCHOOL DISTRICT and
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES (HFCE-AFT)
MEMORANDUM OF UNDERSTANDING
April 22, 2021

The District and HFCE enter into this Memorandum of Understanding in acknowledgement of the following:

Essential Worker Stipend
In recognition of the essential duties performed by the Classified Unit during the pandemic for the period in which modified schedules were instituted District-wide, unit members who worked on site shall receive a one-time stipend according to the schedule below:

- $1,000 stipend for staff who worked on site between 1-9 hours per week
- $1,500 stipend for staff who worked on site between 10-19 hours per week
- $2,000 stipend for staff who worked on site 20 or more hours per week.

Professional Development Days for 2021-22
The District shall offer two additional work days for professional development to be compensated at the employee's time and one-half (1.5) rate of pay. Topics will be selected in consultation with Union leadership. At least one professional development day shall be offered via Zoom.

Lifetime Benefits for Service to HSD 40 years or beyond: In recognition of career dedication to the LEA, upon retirement from the District, any unit member having worked a total of 40 or more full time equivalent years in the District will be offered lifetime medical benefits for the unit member and their spouse. If the unit member should precede their spouse in death the benefit shall cease. (To become effective 7/1/2020 through 6/30/2023.)

Early Notification of Intent to Retire: Unit members that formally submit binding notification of their intent to retire from the District to Human Resources by December 1st shall receive a one-time stipend of $2,000.00 in their final pay cycle. In the event that the District offers a retirement incentive for which the unit member is eligible, the unit member may forgo the one-time stipend in lieu of the retirement incentive offered. (To become effective 7/1/2021 through 6/30/2023.)

The District will provide the following items:

- Cordless vacuum backpacks (2 per site, including floor crew/District Office)
- Ergonomic office equipment by employee request (deadline of 12/1/21) to be utilized on site, including standup desks/desk riser, keyboard and mouse, mouse pad, headless phone set, fatigue mat, and chair
- $200 annual tool allocation per school site or department for custodian/maintenance staff needs
- Rain gear/boots for custodians, security, maintenance,
- Rain gear/boots for food service staff by employee request (deadline of 12/1/21)
- Security vest/jackets (1 per security officer)
- Respirators face masks for spraying of classrooms

- Replacement of radios or newer technology
- Custodian carts (one per custodian)
- Small back hoe (grounds)
- Stand-up mower (grounds)
- Upgraded Pressure Washer (all school sites)

This Memorandum of Understanding expires on June 30, 2022 unless expressly noted in item language.

Jose Medina, HFCE President — Date: 4/22/21

Dr. Helen E. Morgan, Superintendent — Date: 4/22/21

MEMORANDUM OF UNDERSTANDING
BETWEEN
HAWTHORNE SCHOOL DISTRICT (DISTRICT) and the
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES (UNION), AFT Local 6041
August 5, 2020
MEMORANDUM OF UNDERSTANDING AMENDED 2/23/21

This Agreement is effective August 5, 2020 through June 30, 2021. The parties may mutually agree to extend this Agreement in additional thirty (30) day increments. This agreement does not set precedent in future situations.

1. The DISTRICT will inform the UNION as soon as is practicable should the DISTRICT learn of a confirmed or likely COVID-19 diagnosis of District employees or students following all legal and privacy regulations.

2. The DISTRICT will provide training to classified employees on public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventative sanitation measures (e.g. soap, water, disposable towels, hand sanitizer) to the extend such supplies are available. The UNION will cooperate with the DISTRICT in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work. Should a concern arise that an assignment poses a risk to employee health and safety, the parties will work together to review and evaluate the concerns.

3. Custodians will not be held responsible for classrooms, offices, or any other areas where personal items were left behind and may receive damage due to heavy chemical spraying.

4. The DISTRICT will provide protective barriers and Personal Protective Equipment (PPE) to front desk staff at all school sites.

5. Outside contractors will be directed to use PPEs on DISTRICT sites at all times.

6. Outside contractors will utilize, contract provided, port-a-potties when they are performing work for a period of three days or more at a single site. In the event the contract does not include a provision for a port-a-pottie, the contract employees will have access to one (1) restroom on a campus. Custodial staff will not be required to clean this area for a period of twenty-four hours after the completion of work to prevent the spread of COVID-19.

7. Classified employees who have been potentially exposed to a DISTRICT employee who has tested positive for COVID-19 shall be allowed to test during their work hours.

8. The DISTRICT will follow the requirement as outlined by the State and Federal government with respect to leaves, including sick leaves and newly enacted leaves. In the event Families First Coronavirus Response Act (FFCRA) is not extended beyond

December 31, 2020, and an employee has not been previously granted FFCRA, the DISTRICT will grant up to eighty (80) consecutive work hours (prorated for less than full-time employees) of paid Administrative Leave for employees who provide verification that they (A) are unable to work due to COVID-19 government issued quarantine or isolation order, or (B) are unable to work as a result of being advised to self-quarantine by a healthcare provider related to COVID-19, or (C) are unable to work as a result of experiencing symptoms of COVID-19 and seeking diagnosis. Employees who were on extended leave prior to a school closure shall remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations. Employees who are released to return to work without restriction by their physician during school closures shall be returned to work.

9. Classified employee's will have the opportunity to participate in two (2) scheduled voluntary Saturday work days compensated at time-and-a-half (1.5) their rate of pay.

10. Should the employees' scope of work require modification, the DISTRICT will work collaboratively with the UNION to establish the duties and schedules for custodians, security officers, food service workers, maintenance workers, telecommunication technicians, instructional aides, secretaries, clerk typists, and health clerks during the school closures.

11. During the 2020-21 school year ONLY, unit members will not be eligible to receive the stipend outlined in Article 14.5 under the heading Sick Leave Incentive of the Bargaining Unit Agreement, which is tied to work absences/attendance.

12. The DISTRICT respects unit members' personal choices with respect to vaccination, and takes no position on employees receiving, or electing not to receive, the COVID-19 vaccination. In order to support unit members wishing to receive the COVID-19 vaccination(s) and reduce the need for substitutes when possible, the DISTRICT will grant each unit member either: 1) two paid school business day absences for the specific purpose of receiving the vaccine administration, or 2) two stipends in the amount of $250.00 each (not to exceed $500.00) for staff members who are vaccinated during non-work hours.

13. All unit members will have the opportunity to participate in two (2) scheduled voluntary Saturday work days compensated at time-and-a-half (1.5) their rate of pay.

14. HFCE fully supports the safety measures and plans outlined in the HSD COVID-19 Safety Plan.

Helen E. Morgan
For Hawthorne School District

2/23/21
Date

Jose Medina
For Hawthorne Federation of Classified Employees

2/23/2021
Date

ESSENTIAL SERVICES STIPEND SIDE-LETTER AGREEMENT

Hawthorne Federation of Classified Employees, AFT, and the Hawthorne School District

January 27, 2021

The Hawthorne Federation of Classified Employees, AFT Local 6041 ("Union") and the Hawthorne School District ("District") hereby enter into the following Side-letter agreement:

In response to an outbreak of the Novel Coronavirus ("COVID-19"), currently categorized by the World Health Organization as a globalized pandemic, and despite a District-wide shut down, selected classes of classified staff have been required to work on-site and provide essential services to the community including, but not limited to, providing meals to the community, enrolling students, and ensuring school property safety and cleanliness.

Thereby both parties agree to the following agreement:

Compensation

Effective February 1, 2021, the District will provide all unit members who are required to work on-site an hourly stipend of $4.00 (Four Dollars) for the number of hours worked/completed on-site. Additional pay will be reflective of their assigned schedules and will exclude vacation, sick time and remote work.

This agreement does not set a precedent. All components of the current District/Union Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Side-letter Agreement.

This agreement shall expire on 6/30/21, or when students in two or more grade levels at any campus return for regular classroom instruction under any model, or when permitted to reopen for in-person instruction based on the LACDPH guidance/guidelines, whichever of the three occurs first. This agreement may be extended by the mutual agreement of the parties.

For the District:

Helen E. Morgan

Dr. Helen E. Morgan, Superintendent

Dated: 1/27/21

For AFT:

Jose Medina

Jose Medina, President AFT Local 6041

Dated: 1/27/21

F. Recognizing that children are often unpredictable in their actions, CSPP teachers shall receive an orientation and administrative support in adherence to safety measures, including the "six-feet" of distance guideline.

2. COVID Protocols:

A. If a unit member tests positive for COVID-19, the District will adhere to the established policies and procedures set forth by the LA County Department of Public Health (LAC DPH).

B. The District will establish protocols for students repeatedly refusing to wear a mask.

All components of the current District/AFT Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Side Letter Agreement.

This non-precedent setting Side Letter Agreement shall expire on June 30, 2021.

For the District:

Helen E. Morgan

Dr. Helen E. Morgan, Superintendent

Dated: 12/8/2020

For AFT:

Jose Medina

Jose Medina, President AFT

Dated: 12/8/2020

Side Letter Agreement
Between the
Hawthorne School District and the
Hawthorne Federation of Classified Employees
December 7, 2020

This Side Letter Agreement (SLA) is established between the Hawthorne School District ("District") and Hawthorne Federation of Classified Employees ("AFT") regarding the 2020-2021 reopening of the California State Preschool Program (CSPP) as it relates to COVID-19.

Shared interest: This SLA is based on the following shared interests of the parties:

1. Prioritizes safety of staff and students
2. Adherences to current public health guidelines

The District and AFT agree as follows:

1. SAFETY:

A. The District shall provide Personal Protection Equipment (PPE) to all teachers and students for use during the time employees and students are required to report to school sites (examples include masks, face shields with drapes if deemed appropriate, hand sanitizer that contains a minimum of 70% alcohol in classrooms without sinks).

B. In addition, the District will provide gloves, hand sanitizer, soap and water. Unit members shall not be required to provide their own PPE. Staff may elect to bring their own appropriate PPE.

C. Every staff member will be provided with District issued PPE appropriate for their job requirements. If a unit member arrives at School without the proper PPE, and the School cannot provide the same, then that person shall be sent home. The District shall create a protocol for supply requests.

D. The District shall provide Plexiglas shields for student desks as determined appropriate based on grade level.

E. All students, faculty, staff, and administration will be required to wear appropriate PPE while on District property. Face masks will be provided for those individuals who do not have them.

HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES and
HAWTHORNE SCHOOL DISTRICT
TENTATIVE AGREEMENT
AUGUST 21, 2020

The Hawthorne School District (DISTRICT) and the Hawthorne Federation of Classified Employees (HFCE) have completed negotiations for the 2019-2020 school year. The District and HFCE agree to maintain the provisions of the current collective bargaining agreement, except as modified below:

Article 7. Pay and Allowances

Maintain Article 7.7 contract language in the collective bargaining agreement (CBA).

Per the provision in Article 7.7 indicating members of the classified bargaining unit shall receive the same percentage of increase in salary that is received by other employees and bargaining units in the District: Unit members covered by this Agreement shall be granted a 3% increase on the master salary schedules for classified employees in the attached appendices exhibits, retroactive to July 1, 2019.

Article 18. Health and Welfare Benefits

Maintain 18.6 contract language in the collective bargaining agreement (CBA).

Per Article 18.6 classified bargaining unit members shall receive health and welfare benefits (medical, dental and vision) and the same District health and welfare benefit contribution as received by other bargaining units in the District, as follows:

Effective November 1, 2020, the District will offer the following four plans, Anthem Blue Cross Select Classic HMO, Anthem Blue Cross Vivity Classic HMO, Kaiser Permanente HMO and Anthem Premier PPO. The new plan benefits and provisions are summarized in a separate attachment.

18.1 Beginning ~~December 1, 2014~~, October 1, 2020, the annual bargaining unit member contribution towards the ~~District~~ health benefits package shall be ~~twenty-five ($25) per month through payroll deduction.~~ based on the tiered subscription level of each individual employee: Employee-Only (Six Hundred Dollars, $600.00), Two-Party or Employee + Family (Nine Hundred Dollars, $900.00). Deductions will be equally divided among the individual's annual pay periods.

~~Any bargaining unit member currently paying a portion of their health and welfare benefits per Article 18.2 shall be exempt from paying this additional twenty-five ($25) per month employee contribution. This unit member contribution shall remain in effect for future years unless further modifications are implemented through the meet and negotiations process.~~

~~In order to recover the contributions for December 1, 2014, through February 28, 2015 the monthly payroll deduction for full-time bargaining unit members shall be $43.75 for the months of March, April, May and June 2015.~~

Maintain language on 18.2 in the collective bargaining agreement (CBA).

Adele L. Morgan
For the DISTRICT
8/21/2020
Date

Jose Medina
For the ASSOCIATION
8/21/2020
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
HAWTHORNE SCHOOL DISTRICT (DISTRICT) and the
HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES (UNION), AFT Local 6041
August 5, 2020

This Agreement is effective August 5, 2020 through June 30, 2021. The parties may mutually agree to extend this Agreement in additional thirty (30) day increments. This agreement does not set precedent in future situations.

1. The DISTRICT will inform the UNION as soon as is practicable should the DISTRICT learn of a confirmed or likely COVID-19 diagnosis of District employees or students following all legal and privacy regulations.

2. The DISTRICT will provide training to classified employees on public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventative sanitation measures (e.g. soap, water, disposable towels, hand sanitizer) to the extend such supplies are available. The UNION will cooperate with the DISTRICT in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work. Should a concern arise that an assignment poses a risk to employee health and safety, the parties will work together to review and evaluate the concerns.

3. Custodians will not be held responsible for classrooms, offices, or any other areas where personal items were left behind and may receive damage due to heavy chemical spraying.

4. The DISTRICT will provide protective barriers and Personal Protective Equipment (PPE) to front desk staff at all school sites.

5. Outside contractors will be directed to use PPEs on DISTRICT sites at all times.

6. Outside contractors will utilize, contract provided, port-a-potties when they are performing work for a period of three days or more at a single site. In the event the contract does not include a provision for a port-a-pottie, the contract employees will have access to one (1) restroom on a campus. Custodial staff will not be required to clean this area for a period of twenty-four hours after the completion of work to prevent the spread of COVID-19.

7. Classified employees who have been potentially exposed to a DISTRICT employee who has tested positive for COVID-19 shall be allowed to test during their work hours.

8. The DISTRICT will follow the requirement as outlined by the State and Federal government with respect to leaves, including sick leaves and newly enacted leaves. In the event Families First Corona Response Act (FFCRA) is not extended beyond December 31, 2020, and an employee has not been previously granted FFCRA, the DISTRICT will

grant up to eighty (80) consecutive work hours (prorated for less than full-time employees) of paid Administrative Leave for employees who provide verification that they (A) are unable to work due to COVID-19 government issued quarantine or isolation order, or (B) are unable to work as a result of being advised to self-quarantine by a healthcare provider related to COVID-19, or (C) are unable to work as a result of experiencing symptoms of COVID-19 and seeking diagnosis. Employees who were on extended leave prior to a school closure shall remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations. Employees who are released to return to work without restriction by their physician during school closures shall be returned to work.

9. Classified employee's will have the opportunity to participate in two (2) scheduled voluntary Saturday work days compensated at time-and-a-half (1.5) their rate of pay.

10. Should the employees' scope of work require modification, the DISTRICT will work collaboratively with the UNION to establish the duties and schedules for custodians, security officers, food service workers, maintenance workers, telecommunication technicians, instructional aides, secretaries, clerk typists, and health clerks during the school closures.

Helen L. Morgan
For Hawthorne School District

8/5/2020
Date

Jose Medina
For Hawthorne Federation of Classified Employees

8/5/2020
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
Hawthorne School District and the
Hawthorne Federation of Classified Employees, AFT Local 6041
April 22, 2020

This Agreement is effective April 22, 2020 through June 30, 2020. Should the need for this Side Letter Agreement extend beyond June 30, 2020, the Parties may mutually agree to extend this Agreement in additional 30-day increments. This agreement does not set precedent in future situations.

The District will inform the Union as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students, or community members utilizing District facilities to the extent permissible by law and privacy regulation.

The District will provide training to classified employees on public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Union will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work. Should a concern arise that an assignment poses a risk to employee health and safety, the parties will work together to review the concern.

Custodians will not be held responsible for classrooms, offices, or any other areas where personal items were left behind and may receive damage due to heavy chemical spraying.

In the event a bargaining-unit member contracts or is exposed to COVID-19 the District will abide by all appropriate health and safety requirements.

The District will follow the requirements as outlined by the State and Federal government with respect to leaves, including sick leaves and newly enacted leaves as outlined in the Families First Coronavirus Response Act (FFCRA). Beyond the provisions outlined in FFCRA, members may use any of their accrued paid leave and extended medical leave.

Employees will perform regular duties as outlined within their job descriptions. While employees are expected to work their base number of hours per day, employee schedules may be modified to include work from home opportunities or modified onsite work hours. Employees working from home are required to be responsive and accessible during their scheduled hours (including hourly checks of email). Working from home may include completing assigned professional development, completing assigned reading, contacting students or families, or technology based tasks.

Helen E. Morgan
For Hawthorne School District

4/23/2020
Date

Jose Medina
For HFCE

4.23.2020
Date

Hawthorne Federation of Classified Employees and
Hawthorne School District
Tentative Agreement
11/29/18

Article 2 Recognition

2.1 The District confirms its recognition of the Union as the exclusive representative for the unit of classified employees as certified by the California Public Employment Relations Board (PERB) on June 22, 1998, as set forth below. The Unit may be modified in accordance with the rules and regulations of PERB or by mutual agreement of the parties. Any such modifications automatically become a part of this Agreement. (TA 9-18-18)

2.1.1. Bargaining unit members shall include all classified employees. However, excluded from the bargaining unit are all playground supervisors, ~~non-mandated preschool~~ and substitute employees, temporary employees, supervisor, management, and confidential employees including Administrative Assistant to the Superintendent and Secretary III. (TA 9-18-18)

2.2 The employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of all union members and pay the amount so deducted to the Union. Any unit member who is paying dues through dues deduction may stop making those payments as stated in the Authorization for Dues Withholding from Earnings of the Federation membership form. (TA 10-31-18).

2.2.1 ~~The District will deduct from the pay of the Union members and pay to the Union, the normal and regular monthly Union dues as voluntarily authorized in writing by the employee.~~ All the funds collected by the District as a result of dues deductions shall be remitted to the appropriate financial officer designated by the Union no later than the 15th of each month. (TA 9-18-18)

2.2.2 The Union agrees that it will indemnify and hold harmless the District from attorney fees, costs, charges, awards, and damages arising out of any matter commenced against the District related to compliance with this section. ~~and related law.~~ The District will notify the Union in writing of any such matter within seven (7) days of service thereof upon the District. The Union may, at its discretion, determine whether to defend, settle in whole or in part, or appeal such matter. (TA 9-18-18)

2.2.3 Should an individual question the District about the membership issue, the individual will be referred to the Union. (TA 9-18-18)

Article 3 Organizational Rights

3.6 The District shall print and deliver to the union one-hundred-fifty (150) copies of this Agreement within reasonable period of time after execution. (TA 8-1-2018)

Replace 3.7 as follows:

3.7 Each work month, the District shall provide the Union, the name, hire date, job title, work location, available telephone number, and home address of unit members monthly; except as provided under Government Code Section 6254.3 (c). (TA 8-27-2018)

3.9 The District will calendar monthly, one (1) hour new member orientation with the union. The location and time of the monthly orientation meeting will be determined by the District and Union. The monthly orientation meeting will be cancelled in any month were no unit members are hired. (TA 8-27-2018)

Article 7 Pay and Allowances

Maintain contract language. (TA 11-29-18)

Reopening Clause: The Association reserves the right to reopen negotiations during the 18-19 school year, limited to Article 7, Pay and Allowances, should the state enacted budget have material changes in funding to education.

Article 10 Grievances

Maintain contract language. (TA 11-29-18)

New: Article 13 Vacation

13.6 Ten (10) and eleven (11) month Instructional Aides and Health Clerks must take earned vacation days during a regular work day, as outlined in 13.3 above. They have the option of using up to five (5) earned vacation days during the winter break, with pay~~, in exchange for five (5) unpaid flex days scheduled throughout the year. Unit members must submit a PAR form requesting this exchange of days and a Winter Exchange Request form~~. (TA 11-29-18)

Article 14 Leaves

Maintain contract language except as follows.

14.1 Sick Leave (Personal Illness and Injury Leave)

(e) Return to Service

(3) A Unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall submit, prior to return to active duty, a medical statement ~~indicating an ability to~~ *stating that the unit member is able to* return to ~~the~~ *his/her* position classification ~~of the unit member without restriction or detriment to the unit member's physical or emotional well being~~ *and perform the essential functions of his/her position with or without reasonable accommodation.* (TA 8-27-2018)

14.2 Leave for Pregnancy Disability

(b) The length of the pregnancy disability leave of absence, 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. The unit member shall furnish the District a written statement indicating the above dates. (TA 9-18-18)

~~The District may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.~~ (TA 9-18-18)

14.3 Bereavement Leave of Absence

(b) Immediate family includes mother, father, mother-in-law, father-in-law, *grandmother, grandfather, and grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the unit member's* spouse, *registered domestic partner,* son, daughter, son-in-law, daughter-in-law, ~~grandmother, grandfather, grandchild,~~ brother or sister of the unit member, or any relative living in the immediate household of the unit member. (TA 9-18-18)

(c) Bereavement Leave allowance is without loss of salary and is ~~separate~~ *not drawn* from *and does not count against* Sick Leave allowance and ~~the use of~~ personal necessity leave. (TA 8-27-2018)

~~(d) The use of Bereavement Leave does not deplete Sick Leave credit.~~

14.6 ~~Family Health Care Leave~~ *Family and Medical Leave* (TA 9-18-18)

(a) ~~Family Health Care Leave (Family and Medical Leave Act of 1993, P.L. 103.3 - A non-paid Family Health Care Leave, not to exceed twelve (12) weeks each year (not to exceed 6 months or 24 weeks within a 24 month period) shall be granted to a permanent unit member upon written request of the employee and approved by the Superintendent designee for care of a member of the immediate family or a newborn or adopted child and for personal illness, under the following conditions:~~

~~(1) The unit member has been employed by the District for a minimum of one (1) year as a permanent full or part time employee;~~

~~(2) The unit member has exhausted the maximum of seven (7) days of personal necessity leave;~~

~~(3) The unit member has exhausted all accumulated and allocated vacation days for the year;~~

~~(4) The unit member has exhausted all sick leave, if the reason for the leave is the health condition of the unit member.~~

~~(b) Request for a Family Health Care Leave must be received by the Director of Human Resources at least one (1) week prior to the requested beginning date of the leave. This deadline may be waived in extenuating circumstances at the discretion of the District. The unit member may elect to use accrued paid leave as part of the "Family Leave Act" leave. With the exception~~

~~of pregnancy disability leave, all other unit member's federal and state family and medical leaves will run concurrently.~~

~~(c) If the unit member fails to return to work after taking Family Health Care Leave, the unit member shall be required to pay back the health insurance premiums paid by the District during the unpaid Family Health Care Leave.~~

~~(d) A unit member is eligible for only one Family Health Care Leave each 12 month period.~~

~~(e) During the unpaid Family Health Care Leave, the unit member is entitled to continue to receive full health and welfare benefits under this Agreement to the same level as entitled prior to the leave. In the event the unit member fails to return tow work at the expiration of the Family Health Care Leave, the District shall be entitled to recover the cost of the health and welfare benefits paid on the unit member's behalf.~~

~~(f) Upon expiration of the Family Health Care Leave, and when the unit member returns to work, the unit member is entitled to return to his/her original position~~

~~(g) The District may require that a unit member provide certification of the unit member's serious health condition or that of a family member.~~

(a) The provisions of the federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA; Government Code § 12945.2) are applicable to unit members employed by the District for at least twelve (12) months (which need not be consecutive) who have worked 1,250 hours in the twelve (12) months immediately prior to commencement of the leave.

(b) Eligible unit members may take up to twelve (12) workweeks of leave (twenty-six (26) workweeks for military caregiver leave) in a fiscal year, July 1 through June 30, inclusive, for the following reasons:

(1) Serious health condition of the employee;

(2) Serious health condition of the employee's child, parent, spouse, or registered domestic partner (CFRA only);

(3) Birth of a child, or placement of a child in the family for adoption or foster care within twelve (12) months of the birth or placement;

(4) Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or

(5) Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

(c) Where the leave is for planned medical treatment or birth of a child, unit members must provide thirty (30) calendar days' notice of the need for leave. For all other reasons and where practicable, the employee shall provide reasonable notice. Unit members shall provide appropriate certification.

(d) Eligible unit members must use available paid leaves concurrently with unpaid family leave. Nothing herein shall modify the rules for use of such paid leaves. Entitlement to FMLA leave shall run concurrently with CFRA leave except for pregnancy disability and the military related reasons. Paid parental leave under Section 14.10 shall run concurrently with any entitlement to child-bonding leave under FMLA and CFRA.

(e) While on Family and Medical Leave, a unit member shall be entitled to continue his/her health and welfare benefits under the same terms and conditions as if working, including paying any employee portion of the insurance premium. If the unit member fails to return to work after taking Family and Medical Leave, for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to FMLA/CFRA leave or (2) other circumstances beyond the unit member's control, the unit member shall be required to pay back the health insurance premiums paid by the District during any unpaid portion of the Family and Medical Leave.

14.7 Leave of Absence Without Pay

(a) Leaves of Absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or designated representative, subject to the following restrictions:

(1) Requests shall be made on a PAR form, giving the reason for the request and beginning and ending dates.

(2) The unit member must have exhausted all available paid leave and vacation benefits.

(3) Acceptable Reasons:

(a) Maternity/Paternity (Child Rearing)

(b) Rest and Recuperation (From an Illness)

~~(c) Military duty~~

(c) Travel/Education (TA 9-18-18)

14.8 Industrial Accident or Illness Leave

~~(g) Any unit member receiving benefits as a result of Industrial Accident or Illness Leave shall, during periods of injury or illness, remain in the State of California unless the Board of Trustees authorized travel outside of the state.~~ (TA 9-18-18)

14.9 Jury Duty

In accordance with ~~the~~ Education Code section 44037, unit members will be allowed to serve *paid* jury duty as called. *Paid* jury duty service may be limited by the Superintendent to 2% or more of the ~~classified~~ *District* staff~~, at a work site,~~ at a time, to facilitate the proper functioning of the schools. (TA 8-27-2018)

New:

14.11 Military Leave

Unit members shall be entitled to paid and unpaid military leave as provided by state and federal law. Unit members shall give notice of the need for military leave as soon as they receive their orders and shall provide a copy of their orders to the District. (TA 8-27-2018)

Article 18 Health, Welfare and Safety

Maintain contract language.

Exhibit D (Health and Welfare Insurance Benefits)
Modify Exhibit D to conform to include updated insurance provider plans and updated dual spousal coverage in Memorandum of Understanding.

Article 23 Term of Agreement

This Agreement shall be in full force and effect through June 30, 2021, and thereafter shall continue in effect year-by-year, unless one the parties notifies the other, in writing, no later than April 1st, of its request to modify, amend or terminate the Agreement. The Union and the District may reopen negotiations during the 2019-2020 and 2020-2021 school years on salaries and up to two (2) additional articles determined by each party. (TA 9-18-18)

AGREED:

Jose Medina

Jose Medina, President
Hawthorne Federation of Classified Employees

Mara Pagniano 12/4/18

Mara Pagniano, Assistant Superintendent
Hawthorne School District

Memorandum of Understanding Between

Hawthorne Federation of Classified Employees

And

Hawthorne School District

This Memorandum of Understanding is entered on October 31, 2018 between the Hawthorne School District ("District") and the Hawthorne Federation of Classified Employees ("HFCE").

Health Insurance

The District shall offer the option of Cash in Lieu to eligible Unit members enrolled in the District health benefit program who are married and both working in the District. The Cash in Lieu amount shall be $5000 per insurance year. This Memorandum of Understanding shall be in effect from 10/1/19 through 9/30/21.

For the time period this MOU is in effect, this Cash in Lieu of option shall replace the dual spousal coverage provision contained in Exhibit D of the Classified Collective Bargaining Agreement.

AGREED:

M. Pagniano 10/31/18

Mara Pagniano,
HSD Assistant Superintendent

Jose Medina

Jose Medina, HFCE President

Memorandum of Understanding Between the Hawthorne School District And Hawthorne Federation of Classified Employees

This contract is entered on October 31, 2018 between the Hawthorne School District ("District") and the Hawthorne Federation of Classified Employees ("Hawthorne").

Evaluations

The District and the Federation agree to a two (2) year agreement on deleting the "Outstanding" portion of the Evaluation Form for Classified Personnel. The District and Federation agree to review the form during the 20/21 reopener.

Trainings

The District agrees to provide all supervisors training on filling out the Evaluation Form for Classified Personnel.

AGREED:

M Pagniano

Mara Pagniano, Assistant Superintendent
Hawthorne School District

Jose Medina

Jose Medina, President
Hawthorne Federation of
Classified Employees

MEMORANDUM OF UNDERSTANDING BETWEEN
THE HAWTHORNE FEDERATION OF CLASSIFIED EMPLOYEES AND
THE HAWTHORNE SCHOOL DISTRICT
September 27, 2018

The Hawthorne School District and the Hawthorne Federation of Classified Employees enter into this Memorandum of Understanding in acknowledgement of changes to the medical plans provided by the District. Effective November 1, 2018, the District will offer employees two HMO plans, which are Blue Cross Select HMO and Blue Cross Vivity HMO. The District will continue to offer the existing Blue Cross PPO and Kaiser plans.

Jose Medina — 9/28/2018.
Mr. Jose Medina, HFCE President — Date

Helen E. Morgan — 9/28/18
Dr. Helen E. Morgan, Superintendent — Date

TENTATIVE AGREEMENT
between
Hawthorne School District and
Hawthorne Federation of Classified Employees Local 6041
June 2, 2017

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees Local 6041 (HFCE) have completed negotiations for the 2016-20176 school year and agree to maintain the provisions of the current classified collective bargaining agreement except as provided below:

ARTICLE 7 PAY AND ALLOWANCES

7.7 Amend appendix C (Master Salary Schedule for Classified Employees) to reflect a 1.5% salary schedule increase effective July 1, 2016.

7.9 (d) The District shall furnish one (1) jacket for each custodian and maintenance worker every three (3) years beginning in September, 2017, which will be part of their District required uniform and shall be worn in lieu of any other personal jacket when needed.

(e) The District shall furnish one (1) sweater for each food service unit members in September, 2017, which will be part of their District required uniform and shall be worn in lieu of any other personal sweater when needed.

ARTICLE 14 - LEAVES

14.1 (e)(5) Unit members who use five consecutive days of sick leave shall submit a physician's statement indicating the unit members ability to return to their assigned position.

14.10 Paid Parental Child Bonding Leave

(a) Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental child bonding leave as set forth in this section.

(b) For purposes of this section, "parental child bonding 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 recovery therefrom.

(c) Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

(d) 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.

(e) Except for extenuating circumstances, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental child bonding leave and the anticipated dates of the leave.

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

(g) Parental child bonding 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.

This tentative agreement is subject to ratification by the HFCE and approval by the District Board of Trustees.

District Signature M Pagniano Date 6/2/17

HFCE Signature Jose Medina Date 6/2/17

Memorandum of Understanding
between
Hawthorne School District and
Hawthorne Federation of Classified Employees Local 6041
June 2, 2017

The Hawthorne School District (District) and the Hawthorne Federation of Classified Employees Local 6041, CFT, AFT, AFL-CIO (HFCE) enter into this Memorandum of Understanding and agree as follows:

1. The District will offer a full day training program for classified unit members. The District will select the topic.

2. The training will be scheduled on a Saturday as determined by the District, in consultation with HFCE.

3. Attendance will be voluntary. However, unit members who decide to attend must remain for the entire training. Unit members who do attend will be compensated at a rate equal to 1 ½ times their regular rate of pay to the extent required by law.

District Signature M Pagniano Date 6/2/17

HFCE Signature Tom Medina Date 6/2/17

MEMORANDUM OF UNDERSTANDING
Between the Hawthorne School District and the
Hawthorne Federation of Classified Employees

The Hawthorne School District and the Hawthorne Federation of Classified Employees, Local 6041, enter into this Memorandum of Understanding and agree that unit members laid-off during the 2011-2012 school year shall be given preference, based on applicable hire date seniority, to work over-time scheduled by the District during the 2011-2012 school year within the classification from which they were laid-off, provided the District determines they are qualified to perform the work.

The District shall identify the unit members that were laid off during the 2011-2012 school year which are covered by this Memorandum of Understanding,

This Memorandum of Understanding shall terminate on June 30, 2012.

Steve Tabor
Associate Superintendent
Hawthorne School District

11.9.11
Date

Jose Medina
President
Hawthorne Federation of Classified Employees

11.09.2011
Date

SIDE AGREEMENT BETWEEN
HAWTHORNE SCHOOL DISTRICT
and
CALIFORNIA FEDERATION OF TEACHERS

WHEREAS, the Hawthorne School District ("District") and the California Federation of Teachers ("CFT") are parties to a collective bargaining agreement; and

WHEREAS, the District seeks to curb vandalism at its Eucalyptus Elementary School site by installing security cameras at school entrances; and

WHEREAS, the purpose of such cameras is for security of the site during non-school hours;

NOW THEREFORE, the parties agree as follows:

1. The District agrees that the security cameras at Eucalyptus will be programmed to begin recording at the time the last classified shift ends each workday and continue until the first classified shift begins on the next workday, with recording to continue uninterrupted on holidays, weekends, and school recess periods when employees are not scheduled to be present,

2. Misconduct by employees during these hours of camera surveillance is subject to disciplinary action, as appropriate under the parties' negotiated agreement.

3. The District agrees to notify CFT prior to installing additional security cameras at Eucalyptus or other sites.

4. Nothing in this side agreement shall constitute a precedent for future situations or circumstances, or affect the negotiation of any term of the parties' agreement.

Agreed:

7-18-06
Date

Jean DeSimone
Jean DeSimone, President and
Employee Organization Representative
Hawthorne Federation of
Classified Employees, Local 6041
CFT, AFT, AFL-CIO

7-18-06
Date

Donald Carrington
Donald Carrington, District
Superintendent and Secretary
to the Board of Trustees
Hawthorne School District
of Los Angeles County

HAWTHORNE SCHOOL DISTRICT
EVALUATION FORM FOR CLASSIFIED PERSONNEL

Name: _____ **Position:** _____ **Date:** _____

☐ Permanent Employee ☐ Probationary Employee ☐ 3rd Month ☐ 5th Month

Satisfactory	Needs Improvement	Evaluation Scale
		Satisfactory: Work performance consistently meets requirements of the position. Needs improvement: Work performance is below the standards of performance required for the position. Written suggestions to aid the employee to improve performance must be given.

Job Performance

Satisfactory	Needs Improvement		Comments:
☐	☐	Quality of work	
☐	☐	Accuracy of work	
☐	☐	Quantity of work	
☐	☐	Knowledge of job	

Work Habits and Attitude

Satisfactory	Needs Improvement		Comments:
☐	☐	Follows rules and directions	
☐	☐	Punctuality	
☐	☐	Interest in work	
☐	☐	Cooperation	

Personal Qualities

Satisfactory	Needs Improvement		Comments:
☐	☐	Dependability	
☐	☐	Relationship with others	
☐	☐	Appearance	
☐	☐	Responsibility	
☐	☐	Attendance	

Overall Performance

☐ Satisfactory ☐ Needs Improvement

Summary Statement:

Recommendation of Evaluator:

☐ Recommend Permanent Status
☐ Recommend Continued Employment
☐ Recommend Continued Probationary Status
☐ Recommend Termination

_____
Signature of Evaluator

_____
Date

This report has been discussed with me. Signing this form does not necessarily mean I agree with all the ratings. I understand I may submit a written statement which will be attached to this evaluation and that I may request a conference with the Associate Superintendent of Human Resources regarding this evaluation.

☐ I agree with this evaluation ☐ I do not agree with this evaluation

_____
Signature of Employee

_____
Date

Distribution: Original - Personnel File Copy - Employee

Hawthorne School District
10-Month Instructional Aide Work Calendar 2023-2024

July 2023

S	M	T	W	T	F	S
						1
2	3	(4)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	22	23	24	25	26
27	28	29	30	31		

September 2023

S	M	T	W	T	F	S
					1	2
3	(4)	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	(23)	24	25
26	27	28	29	30		

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	(25)	(26)	27	28	29	30
31						

January 2024

S	M	T	W	T	F	S
	(1)	2	3	4	5	6
7	8	9	10	11	12	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	(12)	13	14	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30	31	

June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	(19)	20	21	22
23	24	25	26	27	28	29
30						

Holiday

First Day of School

Last Day of School

Hawthorne School District
10-Month Work Calendar 2023-2024

July 2023						
S	M	T	W	T	F	S
						1
2	3	(4)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	(4)	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	(23)	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	(25)	(26)	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	(1)	2	3	4	5	6
7	8	9	10	11	12	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	(12)	13	14	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	(19)	20	21	22
23	24	25	26	27	28	29
30						

(○) Holiday

(⯃) First Day of School

■ Last Day of School

Hawthorne School District
11-Month Work Calendar 2023-2024

July 2023						
S	M	T	W	T	F	S
						1
2	3	(4)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	(4)	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	(23)	(24)	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	(25)	(26)	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	(1)	2	3	4	5	6
7	8	9	10	11	12	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	(12)	13	14	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	(19)	20	21	22
23	24	25	26	27	28	29
30						

Holiday

First Day of School

Last Day of School

Hawthorne School District
12-Month Work Calendar 2023-2024

July 2023						
S	M	T	W	T	F	S
						1
2	3	(4)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	(4)	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	(23)	(24)	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	(25)	(26)	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	(1)	(2)	3	4	5	6
7	8	9	10	11	12	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	(12)	13	14	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	(19)	20	21	22
23	24	25	26	27	28	29
30						

Holiday

First Day of School

Last Day of School

Schedule X (Hourly)

MASTER SALARY SCHEDULE
CLASSIFIED EMPLOYEES (Hourly)
2023 - 2024 (Interim and Indefinite)

Business Services
Hawthorne School District

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
1	15.68	16.46	17.29	18.16	19.09	20.05	21.07
2	16.06	16.87	17.73	18.62	19.57	20.56	21.60
3	16.46	17.29	18.17	19.09	20.05	21.07	22.13
4	16.87	17.72	18.62	19.57	20.55	21.60	22.69
5	17.29	18.17	19.09	20.05	21.07	22.13	23.26
6	17.72	18.62	19.57	20.55	21.60	22.69	23.84
7	18.17	19.09	20.05	21.07	22.13	23.26	24.43
8	18.62	19.57	20.55	21.60	22.69	23.84	25.04
9	19.09	20.05	21.07	22.13	23.26	24.43	25.67
10	19.57	20.55	21.60	22.69	23.84	25.04	26.31
11	20.05	21.07	22.13	23.26	24.43	25.67	26.97
12	20.55	21.60	22.69	23.84	25.04	26.31	27.64
13	21.07	22.13	23.26	24.43	25.67	26.97	28.33
14	21.60	22.69	23.84	25.04	26.31	27.64	29.04
15	22.13	23.26	24.43	25.67	26.97	28.33	29.77
16	22.69	23.84	25.04	26.31	27.64	29.04	30.51
17	23.26	24.43	25.67	26.97	28.33	29.77	31.28
18	23.84	25.04	26.31	27.64	29.04	30.51	32.06
19	24.43	25.67	26.97	28.33	29.77	31.28	32.86
20	25.04	26.31	27.64	29.04	30.51	32.06	33.68
21	25.67	26.97	28.33	29.77	31.28	32.86	34.52
22	26.31	27.64	29.04	30.51	32.06	33.68	35.39
23	26.97	28.33	29.77	31.28	32.86	34.52	36.27
24	27.64	29.04	30.51	32.06	33.68	35.39	37.18
25	28.33	29.77	31.28	32.86	34.52	36.27	38.11
26	29.04	30.51	32.06	33.68	35.39	37.18	39.06
27	29.77	31.28	32.86	34.52	36.27	38.11	40.04
28	30.51	32.06	33.68	35.39	37.18	39.06	41.04
29	31.28	32.86	34.52	36.27	38.11	40.04	42.06
30	32.06	33.68	35.39	37.18	39.06	41.04	43.11
31	32.86	34.52	36.27	38.11	40.04	42.06	44.19
32	33.68	35.39	37.18	39.06	41.04	43.11	45.30
33	34.52	36.27	38.11	40.04	42.06	44.19	46.43
34	35.39	37.18	39.06	41.04	43.11	45.30	47.59
35	36.27	38.11	40.04	42.06	44.19	46.43	48.78
36	37.18	39.06	41.04	43.11	45.30	47.59	50.00
37	38.11	40.04	42.06	44.19	46.43	48.78	51.25
38	39.06	41.04	43.11	45.30	47.59	50.00	52.53
39	40.04	42.06	44.19	46.43	48.78	51.25	53.84
40	41.04	43.11	45.30	47.59	50.00	52.53	55.19
41	42.06	44.19	46.43	48.78	51.25	53.84	56.57
42	43.11	45.30	47.59	50.00	52.53	55.19	57.98
43	44.19	46.43	48.78	51.25	53.84	56.57	59.43
44	45.30	47.59	50.00	52.53	55.19	57.98	60.92
45	46.43	48.78	51.25	53.84	56.57	59.43	62.44
46	47.59	50.00	52.53	55.19	57.98	60.92	64.00
47	48.78	51.25	53.84	56.57	59.43	62.44	65.60
48	50.00	52.53	55.19	57.98	60.92	64.00	67.24
49	51.25	53.84	56.57	59.43	62.44	65.60	68.93
50	52.53	55.19	57.98	60.92	64.00	67.24	70.65
51	53.84	56.57	59.43	62.44	65.60	68.93	72.41
52	55.19	57.98	60.92	64.00	67.24	70.65	74.23
53	56.57	59.43	62.44	65.60	68.93	72.41	76.08

*A shift differential of $.57 per hour will be added for each unit employee who works 50% or more of their shift between 4:00 p.m. and 6:00 a.m.

*Vacation: Pursuant to Article 13 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Holidays: Pursuant to Article 12 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Sick Leave: Pursuant to Article 14 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Overtime: Pursuant to Article 6 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Effective 5/1/2021, Substitute Employees will be placed on this schedule based on their classification and remain on Step A indefinitely.

CLASSIFIED EMPLOYEES (Monthly) **Hawthorne School District**
2023 - 2024 (Interim and Indefinite)

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
1	2,717.81	2,853.01	2,997.47	3,148.23	3,308.91	3,475.55	3,652.11
2	2,783.22	2,924.10	3,072.85	3,227.58	3,392.23	3,562.84	3,743.35
3	2,852.65	2,997.18	3,148.95	3,308.35	3,475.85	3,651.77	3,836.64
4	2,924.10	3,072.11	3,227.68	3,391.30	3,562.73	3,743.10	3,932.58
5	2,997.18	3,148.95	3,308.35	3,475.85	3,651.77	3,836.64	4,030.89
6	3,072.11	3,227.68	3,391.30	3,562.73	3,743.10	3,932.58	4,131.71
7	3,148.95	3,308.35	3,475.85	3,651.77	3,836.64	4,030.89	4,234.99
8	3,227.68	3,391.30	3,562.73	3,743.10	3,932.58	4,131.69	4,340.85
9	3,308.35	3,475.85	3,651.77	3,836.64	4,030.89	4,234.99	4,449.38
10	3,391.30	3,562.73	3,743.10	3,932.58	4,131.69	4,340.85	4,560.58
11	3,475.85	3,651.77	3,836.64	4,030.89	4,234.99	4,449.38	4,674.62
12	3,562.73	3,743.10	3,932.58	4,131.69	4,340.85	4,560.58	4,791.51
13	3,651.77	3,836.64	4,030.89	4,234.99	4,449.38	4,674.60	4,911.27
14	3,743.10	3,932.58	4,131.69	4,340.85	4,560.58	4,791.50	5,034.02
15	3,836.64	4,030.89	4,234.99	4,449.38	4,674.62	4,911.27	5,159.89
16	3,932.58	4,131.69	4,340.85	4,560.58	4,791.50	5,034.02	5,288.91
17	4,030.89	4,234.99	4,449.38	4,674.62	4,911.27	5,159.89	5,421.10
18	4,131.69	4,340.85	4,560.58	4,791.50	5,034.02	5,288.91	5,556.60
19	4,234.99	4,449.38	4,674.62	4,911.27	5,159.89	5,421.10	5,695.57
20	4,340.85	4,560.58	4,791.50	5,034.02	5,288.91	5,556.60	5,837.92
21	4,449.38	4,674.62	4,911.27	5,159.89	5,421.10	5,695.57	5,983.89
22	4,560.58	4,791.50	5,034.02	5,288.91	5,556.60	5,837.92	6,133.52
23	4,674.62	4,911.27	5,159.89	5,421.10	5,695.57	5,983.89	6,286.83
24	4,791.50	5,034.02	5,288.91	5,556.60	5,837.92	6,133.52	6,444.00
25	4,911.27	5,159.89	5,421.10	5,695.57	5,983.89	6,286.80	6,605.10
26	5,034.02	5,288.91	5,556.60	5,837.92	6,133.52	6,444.00	6,770.23
27	5,159.89	5,421.10	5,695.57	5,983.89	6,286.83	6,605.10	6,939.49
28	5,288.91	5,556.60	5,837.92	6,133.52	6,444.00	6,770.23	7,112.98
29	5,421.10	5,695.57	5,983.89	6,286.83	6,605.10	6,939.49	7,290.84
30	5,556.60	5,837.92	6,133.52	6,444.00	6,770.23	7,112.98	7,473.08
31	5,695.57	5,983.89	6,286.83	6,605.10	6,939.49	7,290.80	7,659.90
32	5,837.92	6,133.52	6,444.00	6,770.23	7,112.98	7,473.08	7,851.43
33	5,983.89	6,286.83	6,605.10	6,939.49	7,290.84	7,659.90	8,047.71
34	6,133.52	6,444.00	6,770.23	7,112.98	7,473.08	7,851.43	8,248.88
35	6,286.83	6,605.10	6,939.49	7,290.84	7,659.90	8,047.71	8,455.09
36	6,444.00	6,770.23	7,112.98	7,473.08	7,851.43	8,248.88	8,666.49
37	6,605.10	6,939.49	7,290.84	7,659.90	8,047.71	8,455.09	8,883.15
38	6,770.23	7,112.98	7,473.08	7,851.43	8,248.88	8,666.47	9,105.25
39	6,939.49	7,290.84	7,659.90	8,047.71	8,455.09	8,883.11	9,332.87
40	7,112.98	7,473.08	7,851.43	8,248.88	8,666.49	9,105.25	9,566.19
41	7,290.84	7,659.90	8,047.71	8,455.09	8,883.14	9,332.87	9,805.29
42	7,473.08	7,851.43	8,248.88	8,666.49	9,105.25	9,566.19	10,050.40
43	7,659.90	8,047.71	8,455.09	8,883.14	9,332.87	9,805.29	10,301.72
44	7,851.43	8,248.88	8,666.49	9,105.25	9,566.19	10,050.40	10,559.27
45	8,047.71	8,455.09	8,883.14	9,332.87	9,805.29	10,301.72	10,823.22
46	8,248.88	8,666.49	9,105.25	9,566.19	10,050.45	10,559.27	11,093.82
47	8,455.09	8,883.14	9,332.87	9,805.29	10,301.72	10,823.22	11,371.15
48	8,666.49	9,105.25	9,566.19	10,050.45	10,559.27	11,093.82	11,655.43
49	8,883.14	9,332.87	9,805.29	10,301.72	10,823.22	11,371.15	11,946.83
50	9,105.25	9,566.19	10,050.45	10,559.27	11,093.82	11,655.43	12,245.47
51	9,332.87	9,805.29	10,301.72	10,823.22	11,371.15	11,946.83	12,551.67
52	9,566.19	10,050.45	10,559.27	11,093.82	11,655.43	12,245.47	12,865.46
53	9,805.29	10,301.72	10,823.22	11,371.15	11,946.84	12,551.67	13,187.09

*An increment per month will be allowed after completion of years of service as follows (Effective 7/1/22):

10 years	$104
15 years	$294
20 years	$484
25 years	$674
30 years	$864
35 years	$968

*A shift differential of $100.00 per month will be added for each unit employee who works 50% or more of their shift between 4:00 p.m. and 6:00 a.m.

*Vacation: Pursuant to Article 13 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Holidays: Pursuant to Article 12 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Sick Leave: Pursuant to Article 14 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.

*Overtime: Pursuant to Article 6 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified

Business Services
Hawthorne School District

MASTER SALARY SCHEDULE
CLASSIFIED EMPLOYEES (Hourly - with anniversary increments)
2023 - 2024 (Interim and Indefinite)

RANGE	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
5	23.86	24.96	26.05	27.15	28.24	28.84
8	25.64	26.74	27.83	28.93	30.02	30.62
9	26.27	27.37	28.46	29.56	30.65	31.25
10	26.91	28.01	29.10	30.20	31.29	31.89
11	27.57	28.67	29.76	30.86	31.95	32.55
12	28.24	29.34	30.43	31.53	32.62	33.22

*A shift differential of $.57 per hour will be added for each unit employee who works 50% or more of their shift between 4:00 p.m. and 6:00 a.m.
*Vacation: Pursuant to Article 13 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Holidays: Pursuant to Article 12 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Sick Leave: Pursuant to Article 14 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Overtime: Pursuant to Article 6 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Longevity: Pursuant/Equivalent to Article 7.8 (1) of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Hourly Employees.

Schedule R

Business Services
Hawthorne School District

MASTER SALARY SCHEDULE
PRESCHOOL SITE SUPERVISORS/TEACHERS/TRANSITIONAL SUPPORT SPECIALISTS (HOURLY)
2023 - 2024 (Interim and Indefinite)

A ASSOCIATE PERMIT

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
18.54	19.49	20.36	21.23	22.05	22.65	23.75	24.84	25.94	27.03	27.63

B REGULAR PERMIT WITH 24 UNITS

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
19.41	20.75	22.08	23.41	24.85	25.45	26.55	27.64	28.74	29.83	30.43

C REGULAR PERMIT WITH 60 UNITS

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
20.75	22.08	23.41	24.85	26.07	26.67	27.77	28.86	29.96	31.05	31.65

D REGULAR PERMIT WITH 90 UNITS

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
22.08	23.40	24.85	26.07	27.50	28.10	29.20	30.29	31.39	32.48	33.08

E REGULAR PERMIT WITH BACHELOR'S DEGREE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
23.40	24.85	26.07	27.50	28.81	29.41	30.51	31.60	32.70	33.79	34.39

F REGULAR PERMIT WITH BACHELOR'S DEGREE - SITE SUPERVISOR

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 11	YEAR 16	YEAR 21	YEAR 26	YEAR 31	YEAR 36
28.12	29.80	31.28	33.02	34.56	35.16	36.26	37.35	38.45	39.54	40.14

*Classified Substitute Employees for the Preschool program (CSPP) will be placed on this schedule, range A, step 1.
*Certificated Substitute Employees will be compensated at the daily rate based on Schedule J(4).
*Lead Teacher/Site Supervisor: The Lead Teacher's/Site Supervisor's salary shall be based on 1.2 times the maximum of the Regular Permit with Bachelor's Degree column placement.
*Vacation: Pursuant/Equivalent to Article 13 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Holidays: Pursuant/Equivalent to Article 12 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Sick Leave: Pursuant/Equivalent to Article 14 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Overtime: Pursuant/Equivalent to Article 6 of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Employees.
*Longevity: Pursuant/Equivalent to Article 7.8 (1) of the Agreement between the Hawthorne School District and the Hawthorne Federation of Classified Hourly Employees.

MASTER SALARY SCHEDULE
Stipend for Employee Assigned as District Notary Public
2023 - 2024 (Interim and Indefinite)

A	B	C	D	E
100	200	300	400	500

Classified Employee Classification Salary Schedule
2023-2024 Effective 7/1/23

Range	Classification Title						Range
5	Food Service Worker						E
8	Instructional Aide	Van Driver					H
9	Food Service Assistant Manager	SDC Instructional Aide - Mild-Mod	Community Liaison				I
10	SDC Instructional Aide - Mod-Severe						J
11	Health Clerk						K
12	Clerk Typist II						L
13	Food Service Manager I	Custodian I	Grounds Maintenance Worker I	Maintenance Floor Crew			M
14	Maintenance Worker I						N
15	Custodian II	Warehouse Worker I					O
16	Food Service Manager II	Receptionist	Campus Security Officer				P
17	Secretary I	School Secretary I	Translator	Grounds Maintenance Worker II			Q
18	Maintenance Worker II						R
19	School Secretary II	Secretary II					S
20	Telecommunications & Computer Technician	HVAC Mechanic Trainee					T
21	Secretary III	Data Technician	Purchasing Clerk	Employee Benefits Technician	Human Resources Technician		U
24	Administrative Assistant	Accounting Technician					X
25	Senior Maintenance Worker	Lead Grounds Maintenance Worker					Y
27	Skilled Craftsmen	Risk Management Specialist	Licensed Vocational Nurse	COVID-19 Liaison			AA
28	Administrative Support Specialist						AB
30	Purchasing Assistant	Budget Analyst	Accountant	Support Specialist (Special Projects, Technology, Special Education, Bond-Facilities)			AD
33	Exec. Assistant to Superintendent						AG
38	Network Manager	Data Operations Manager	Custodial Manager				AL
40	Senior Maintenance Coordinator	Nutrition Services Operations Manager	Assistant Director - Fiscal Services	Classified Personnel Manager	Senior Warehouse Coordinator	Certificated Personnel Manager	AN
45	Board Certified Behavior Analyst						AS
53	Director - Nutrition Services	Director - Fiscal Services	Director - Facilities, Maintenance and Operations	Director - Technology	Director - Purchasing		BA

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2022-2023		COBRA RATES		
		FEDERAL	DISABLED	CAL
		102%	147%	150%
Blue Cross PPO				
Composite	**$ 2,051.16**			
COBRA Rates for Active Composite Rates				
Single	$ 938.93	**$ 957.71**	$ 1,380.23	
Two-Party	$ 1,971.67	**$ 2,011.10**	$ 2,898.35	
Family	$ 2,816.68	**$ 2,873.01**	$ 4,140.52	
Tiered Active Rates (ACA)	*Closed Suffix** Pending Enrollment*			
Single		**$ -**	$ -	
Two-Party		**$ -**	$ -	
Family		**$ -**	$ -	
Retirees				
Retiree Only	$ 938.93			
Spouse of Retiree	$ 1,032.74			
Spouse +1 or More	$ 1,877.75			
AB528 Participants				
Single w/Medicare				
Two-Party w/Medicare				
One w/Medicare One w/o Medicare				
Blue Cross Select HMO				
Composite	**$ 2,047.39**			
COBRA Rates for Active Composite Rates				
Single	$ 900.71	**$ 918.72**	$ 1,324.04	
Two-Party	$ 1,891.53	**$ 1,929.36**	$ 2,780.55	
Family	$ 2,702.18	**$ 2,756.22**	$ 3,972.20	
Tiered Active Rates (ACA)	*Closed Suffix** Pending Enrollment*			
Retirees				
Retiree Only	$ 900.71			
Spouse of Retiree	$ 990.82			
Spouse +1 or More	$ 1,801.47			
Blue Cross Vivity HMO				
Composite	**$ 1,979.38**			
COBRA Rates for Active Composite Rates				
Single	$ 870.79	**$ 888.21**	$ 1,280.06	
Two-Party	$ 1,828.70	**$ 1,865.27**	$ 2,688.19	
Family	$ 2,612.42	**$ 2,664.67**	$ 3,840.26	
Tiered Active Rates (ACA)	*Closed Suffix** Pending Enrollment*			
Retirees				
Retiree Only	$ 870.79			
Spouse of Retiree	$ 957.91			
Spouse +1 or More	$ 1,741.63			
Kaiser				
Composite	**$ 1,283.46**			
COBRA Rates for Active Composite Rates				
Composite	$ 1,283.46	**$ 1,309.13**	$ 1,886.69	
Tiered Active Rates (ACA)				
Single	$ 661.48	**$ 674.71**	$ 972.38	
Two-Party	$ 1,322.95	**$ 1,349.41**	$ 1,944.74	
Family	$ 1,871.98	**$ 1,909.42**	$ 2,751.81	
Retirees				
Retiree Only	$ 661.48	**$ 674.71**	$ 972.38	
Spouse of Retiree	$ 661.47	**$ 674.70**	$ 972.36	
Spouse +1 or More	$ 1,210.50	**$ 1,234.71**	$ 1,779.44	
AB528 Participants				
Single w/Medicare	$ 129.31			
Two-Party w/Medicare	$ 258.62			
One w/Medicare One w/o Medicare	$ 1,214.32			
Single w/No Medicare	$ 1,085.01			
Two-Party w/No Medicare	$ 2,170.02			

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2022-2023			COBRA RATES		
			FEDERAL		CAL
Delta Dental			102%		150%
Composite					
Single		$43.70	$ 44.57	$	-
Two-Party		$87.42	$ 89.17	$	-
Family		$166.58	$ 169.91	$	-
Retirees	Not Offered				
Retiree Only					
Spouse of Retiree					
Spouse +1 or More					
AB528 Participants					
Single w/Medicare **	$	104.65			
Two-Party w/Medicare	$	189.27			
One w/Medicare One w/o Medicare					
United Concordia					
Composite	$	45.61			
Single	$	21.83	$ 22.27	$	30.69
Two-Party	$	39.73	$ 40.52	$	55.81
Family	$	56.76	$ 57.90	$	79.74
Retirees	Not Offered				
Retiree Only					
Spouse of Retiree					
Spouse +1 or More					
AB528 Participants	Not Offered				
Single w/Medicare					
Two-Party w/Medicare					
One w/Medicare One w/o Medicare					
EyeMed					
Composite					
Single	$	5.98	$ 6.10	$	8.97
Two-Party	$	11.45	$ 11.68	$	17.18
Family	$	14.85	$ 15.15	$	22.28
Retirees	Not Offered				
Retiree Only					
Spouse of Retiree					
Spouse +1 or More					
AB528 Participants	Not Offered				
Single w/Medicare					
Two-Party w/Medicare					
One w/Medicare One w/o Medicare					

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Medical Eye Services- BUY UP PLAN					
Composite					
Single	$	9.22	**$**	**9.40**	$ 13.83
Two-Party	$	16.60	**$**	**16.93**	$ 24.90
Family	$	23.79	**$**	**24.27**	$ 35.69
Retirees	Not Offered				
Retiree Only					
Spouse of Retiree					
Spouse +1 or More					
AB528 Participants	Not Offered				
Single w/Medicare					
Two-Party w/Medicare					
One w/Medicare One w/o Medicare					

EXHIBIT "E"

HAWTHORNE SCHOOL DISTRICT
GRIEVANCE FORM-
Level I
(IMMEDIATE SUPERVISOR)

Submission of Complaint:

Employee Name: _____ School: _____

Statement of Grievance: _____

_____

_____

Specific provision of Agreement alleged to have been violated and date of occurrence:

_____

_____

_____

Specific Remedy Sought: _____

_____

_____ _____
Date Employee's Signature

Immediate Supervisor's Response: _____

_____

_____

_____ _____
Date Signature

Original - Immediate Supervisor
3 Copies - Immediate Supervisor Return to Grievant
- Assistant Superintendent of Human Resources
- File

HAWTHORNE SCHOOL DISTRICT

GRIEVANCE FORM

Level II

(APPEAL TO ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES)

Response for Appeal: _____

_____

_____

Specific Remedy Sought: _____

_____

_____

_____ _____

Date Employee's Signature

Upon completion of this section, the Grievant shall present a copy of the original Grievance Form and this Appeal Form to the Director of Human Resources.

Director of Human Resources (or Designee) Response: _____

_____

_____

_____

_____ _____

Date Signature

Original - Director of Human Resources
3 Copies - Immediate Supervisor Return to Grievant
- Assistant Superintendent of Human Resources
- File

HAWTHORNE SCHOOL DISTRICT

GRIEVANCE FORM

Level III

(APPEAL TO SUPERINTENDENT)

Upon completion of this section, the Grievant shall present a copy of the original Grievance Form, a copy of the Appeal Grievance Form Level II, and this form to the Superintendent.

I hereby request that the grievance outlined on the attachments be reviewed for decision by the Superintendent of Schools.

Reason for Appeal: _____

_____

_____

_____

_____ _____

Date Employee's Signature

Superintendent's (or Designee) Response: _____

_____

_____

_____

_____

_____ _____

Date Signature

Original - Superintendent
3 Copies - Return to Grievant
- Assistant Superintendent of Human Resources
- File

HAWTHORNE SCHOOL DISTRICT
GRIEVANCE FORM
Level IV
(APPEAL TO THE BOARD OF TRUSTEES)

Upon completion of this section, the Grievant shall present a copy of the original Grievance Form, a copy of the Appeal Grievance Form Level II and Level III, and this form to the Board of Trustees.

I hereby request that the grievance outlined on the attachments be reviewed for decision by the Board of Trustees.

Reason for Appeal: _____

_____

_____

_____

_____ _____
Date Employee's Signature

Board of Trustees' (or Designee) Response: _____

_____

_____

_____

_____

_____ _____
Date Signature

Original - Board of Trustees
3 Copies - Return to Grievant
- Assistant Superintendent of Human Resources
- File