

**AGREEMENT BETWEEN
LYNWOOD UNIFIED SCHOOL DISTRICT**

AND

**California School Employees Association
and its
Lynwood Chapter #116**



July 1, 2022
Through
June 30, 2025



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ARTICLE I

1.1

The District hereby recognizes CSEA and Its Lynwood Chapter #116 as the exclusive and sole negotiation agent for the unit of employees described in Appendix "A" hereto.

1.2

This Recognition Agreement shall include the following employees:

Accounting Technician	Health Technician Vocational Education	
After School Program Assistant	Instructional Assistant Technology	Purchasing Technician
ASB Bookkeeper	Instructional Assistant Culinary Science	Personnel Technician
Attendance Assistant	Instructional Assistant CLM I	Printing/Mail Room Assistant
Benefits Specialist	Instructional Assistant CLM II	Records Clerk
Benefits/Payroll Analyst	Instructional Assistant Bilingual	Regional Occupational Program Asst.
Buyer	Instructional Assistant - Special Ed.	Safe & Supportive Schools Project Coordinator
Child Care Assistant	Instructional Assistant-Special Needs	School Community Liaison
College/Career Center Technician	Instructional Assistant	Secretary
Computer Lab Assistant	Interpreter/Translator	Senior Buyer
Data Analyst	Library Media Assistant	Special Education Technician
Database Administrator	Media Production Technician	Speech/Language Pathology Assistant
District Receptionist	Network Computer Specialist	Sr. Accounting Assistant
District Records Technician	Network Computer Support Tech	Senior Accounting Technician
Health Services Technician	Office Assistant I	Senior Health Services Technician
	Office Assistant II	Senior Records Clerk
	Payroll Analyst	Student Data Technician
	Payroll Technician	Student Services Assistant
	Personnel Specialist	Testing Assistant
	Personnel Specialist II	Testing Technician

1.3

The Board agrees not to meet and negotiate with any organization representing the classifications in Appendix "A" other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any classified employee individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.4

The Association recognized the Board as the duly-elected representative of the people and agrees to negotiate only with the Board or its duly-authorized representatives designated by the Board to act in its behalf, the Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member, administrator, or other person or persons; and that neither the Association nor any of its members or agents will undertake nor participate individually or collectively in any act which may place under intimidation, coercion, or pressure of any kind any pupil, parent, Board member, administrator, or other employee toward the acceptance of any Association demand, proposal, or position on any matter related to negotiations and grievances.

1.5

The Association agrees that neither it nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than members of the unit; and that the interest of pupils, parents, the public, the Board, and other employees will be the sole concern of the Board and/or these respective parties.

ARTICLE II

NO DISCRIMINATION

2.1	<u>No Discrimination on Account of CSEA Activity</u> Neither the District nor CSEA members shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.
2.2	<u>Affirmative Action</u> The District and CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The District shall consult with CSEA prior to implementing any affirmative action plan.

ARTICLE III

ORGANIZATIONAL SECURITY

3.0	Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Association are required to pay service fees to the Association.	
3.1	The Association has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit.	
	3.1.1	The District shall cause payroll deductions to be made in accordance with the District's procedures and Association's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection.
	3.1.2	Members in lieu of payroll deductions may pay dues directly to the Association.
	3.1.3	In the event an employee does not pay dues directly to the Association, the District shall begin automatic payroll deduction after receipt of written notice from the Association specifying the names of the unit employees and the amount of the dues for each employee. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice directing dues payroll deduction.
	3.1.4	The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule provided in Section 3.2.
	3.1.5	The District shall, without charge, transmit to the Association the sums deducted under this Memorandum.
3.2	Dues Deduction	
	3.2.1	The District shall deduct dues in accordance with CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted written dues authorization forms to the District.
	3.2.2	The District shall deduct dues and initiation fees in accordance with authorizations for dues deductions signed by each employee.
	3.2.3	Deductions will be made in ten (10) equal amounts beginning in September and ending in June of each year.
	3.2.3.1	Employees working at year-round sites, whose work calendar is based on the District's modified six calendar which have them off work several times during the September through June deduction period, will be given the option of prepaying their dues for the months that they will be off work, or have the District deduct dues owed for all time off from their first full paycheck when they return to work.
3.3	The Association agrees to indemnify and financially hold harmless the District, its Governing board, officers and administrators against any and all claims, demands, costs, lawsuits, actions, including attorney fees incurred in defending said person or District, or any other form of liability or expense, including, but not limited to, all court administrative agency costs, expenses, fee settlements and judgments that may arise out of or by reason of action taken by the District for the purpose of complying with the provisions contained herein. The District shall promptly notify the Association of any civil, administrative or other action taken against the District as a result of its compliance with this provision.	

ARTICLE IV

ORGANIZATIONAL RIGHTS

4.1	CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:	
	4.1.1	The Association shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
	4.1.2	The District will supply the Association with a seniority list once each year during the life of this Agreement when completed by the District and/or Personnel Director. The District agrees to base seniority on date of hire, as provided in Education Code Section 45308.
	4.1.3	The District will supply the Association with the names and classifications of each employee who is hired into the bargaining unit.
	4.1.4	Upon request from CSEA, the District will provide the Association with two (2) copies of the adopted budget, the unaudited actual budget, and first and second interim report no later than one (1) week after Board approval.
	4.1.5	The District upon request from CSEA will grant vacation or personal necessity leaves, if available, or unpaid leave of absence for no more than two chapter officers to attend the annual CSEA conference. The District upon request from CSEA will provide release time for CSEA State Officers to attend the annual CSEA conference without loss of compensation.
	4.1.6	The District will pay all costs for the production of this agreement. Within 30 days after ratification of this contract the District will furnish a bound copy to every employee of the bargaining unit.
	4.1.7	The Association shall have the right to review at reasonable times any other material not of a confidential nature, in the possession of, or produced by the District, necessary for CSEA to fulfill its role as the exclusive bargaining Representative.
	4.1.8	The District will pay up to fourteen (14) personal days per year distributed between up to ten (10) employees who are engaged in CSEA business. Such release time shall not unreasonably interfere with district operations or the instructional program and must be reported to the Site Supervisor and Director of Human Resources or designee. Such release time shall not be available unless and until it is reported to the Director of Human Resources by the President and or Vice-President.
4.2	Upbraiding, insulting, abusing classified staff. See Appendix "C" for Education Code reference	
4.3	Notice of Unit Member New Employee Hires/Orientations	
	4.3.1	The District shall provide the CSEA Labor Relations Representative, CSEA President or CSEA President designee, with 10 days advance notice of any new member hires/orientations. The notice shall include full legal name, date of hire, classification, and site. A shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Orientation onboarding sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

4.3.2	<p><u>CSEA Option Instead of 4.3.1</u> The District will provide a list with CSEA and its Chapter #116 contact information to the new member(s) at the time of the orientation if CSEA selects this option. The new member(s) will be advised to make contact with CSEA to arrange for the CSEA orientation within five working days of the District's initial orientation. CSEA will notify the District in writing if this option is selected. CSEA may revoke this option and revert to 4.3.1 at any time. This option will prevent delaying the start date for members and expedite services to students. The District will immediately notify CSEA when a new member is scheduled for orientation under this option.</p>
4.3.3	<p><u>Definition of Newly Hired Employee</u> “Newly hired member” or “new hire” means any member, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new member orientation. It also includes all members who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter members and for purposes of this agreement only, the “date of hire” is the date upon which the member status changed and was placed in the CSEA unit.</p>
4.3.4	<p><u>CSEA New Hire and Current Employee Information</u> The District shall provide CSEA with the name, job title, department, work location, Social Security Number or Employee ID, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired member within 30 days of the date of hire or by the first pay period of the month following hire, and the public employer shall also provide CSEA the data fields above for all members in the bargaining unit at least every 120 days unless more frequent or more detailed list are requested. The information identified in this section shall be provided to CSEA regardless of whether the newly hired member was previously employed by the District. CSEA may request additional data necessary to fulfill their role as the exclusive bargaining agent.</p>
4.3.5	<p>Electronic data in 4.3.4 will be provided to CSEA in a mutually agreeable secure medium.</p>

4.4	New Employee Orientation and Release Time
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4.4.1	<p><u>Definition of New Employee Orientation</u> “New member orientation” means the onboarding process of a newly hired public member, whether in person, in a group, online, or through other means or mediums, in which members are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.</p>
4.4.2	<p><u>New Employee Group Orientation Release Time</u> In the event the District conducts a group orientation, CSEA shall have up to one hour, including travel time, of paid release time for two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.</p>
4.4.3	<p><u>New Employee Individual Orientation</u> In the event the District conducts an individual orientation, CSEA shall have up to thirty (30) minutes, including travel time, of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.</p>
4.4.4	<p>During CSEA's new member orientation session, no District manager or supervisor or non-unit member shall be present.</p>

4.4.5	<u>New Hire Information Packet</u> The District shall include the CSEA membership application and a link for an electronic application in the new member orientation packet.
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ARTICLE V

MANAGEMENT RIGHTS

5.1	The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it's by the laws and Constitution of the United States and the State of California, the rights:
5.1.1	To determine and administer District policy.
5.1.2	Subject to the provisions of the Education Code, hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.
5.1.3	To delegate to the Superintendent and other legally appointed officers, the operations of the schools, the executive management and administrative control of the school system, its properties and facilities.
5.1.4	Establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice 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.
5.1.5	Emergency shall be defined as a situation or sudden event that calls for prompt action brought on by natural disasters, unexpected interference from a third party, or action that threatens the health, safety or welfare of employees or students, or circumstances outside the exclusive control of the District.
5.1.6	Issues arising out of the exercise by the Board and administration of its authority and responsibilities under this Article V shall not be subject to the grievance procedure, Article XV, of this Agreement.

ARTICLE VI

SITE REPRESENTATIVES

6.1	Designation of Representatives The District agrees that the Association shall have at least one (1) site representative and/or alternate at each site.
6.2	Notification The Association agrees to notify the District in writing of the names of employees who have been designated as site representatives. The Association will notify the District of the site representatives in January of each year and of any changes in representatives during the year.
6.3	Access to work Location Designated representatives will be permitted access to District facilities for the purpose of contacting members for investigating grievances. Representatives will notify supervisors or principals of their intent to investigate and/or of their arrival at a given work location. They will be permitted entry upon presentation of identification at times not disruptive to District operations.

ARTICLE VII

WORK PERIOD AND OVERTIME

7.1	Workweek <p>The maximum number of hours of regular full-time employment of an employee is eight (8) hours a day and forty (40) hours a week consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made with the approval of the Board of Education through its authorized administrators. The District may implement a ten-hour day four-day week.</p> <p>The Board of Education may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. Rates of pay shall be on either pro-rated or overtime basis.</p>
7.2	Workday <p>The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District. Each bargaining unit member shall be assigned an established and ascertainable minimum number of hours. Any permanent rescheduling of hours or workdays by the District shall be subject to seven (7) calendar day's prior notice, except in cases of emergency, or if the employee agrees to transfer sooner</p>
7.3	Reduction in Assigned Time <p>Any reduction in assigned time shall be accomplished in accordance with the Education Code Sections 45298 and 45308. The District shall negotiate the effects of any reduction in assigned time.</p>
7.4	Overtime Defined <p>Overtime is management ordered and pre-authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, within the employee's current job classification.</p>
7.5	Authorization of Overtime <p>Overtime must be authorized by the Superintendent of Schools or his designee(s). <i>The</i> authorization must be given in advance of the time worked; otherwise the overtime will be regarded as unauthorized.</p>
7.6	Compensation for Overtime
	<p>7.6.1 A regular employee who works authorized overtime shall be compensated at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining his/her regular rate of pay.</p> <p>When a classified employee is required to work on any holiday as designated by the Board of Education as stipulated in the Board Adopted Calendar, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.</p>
7.7	Compensatory Time Off

7.7.1	Compensatory time may be earned in the event an employee works in excess of 40 hours per week or 8 hours per day. An employee in the bargaining unit may have the option to take compensatory time off in lieu of pay for overtime work.
7.7.2	Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District or site supervisors within twelve (12) months of the date on which it was earned.
7.8	Shift Differential Compensation
7.8.1	Any regular employee who regularly works one-half or more of his/her assigned time between the hours of 5:00 p.m. and 7:00 a.m. shall be paid a differential of 2.5%
7.8.2	Employees whose assignment entitled them to shift differential pay shall receive such pay when their assignment is for twenty (20) or more working days in any calendar. Upon completion of twenty (20) working days the employee shall receive differential pay from the first day of the assignment.
7.9	Call-In (Emergency) Time Defined
7.9.1	Call-in time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. Call-in time must be ordered and authorized by the employee's immediate supervisor.
7.10	Compensation for Call-In Time
7.10.1	Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement.
7.10.2	It is the responsibility of the employee's immediate supervisor to differentiate on the time sheet between call-in time and overtime.
7.11	Call-Back Time Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, such call-back requires a second trip to his/her work station.
7.12	Standby Time All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
7.13	Lunch Periods All employees covered by this Agreement and working five (5) hours or more a day shall be entitled to and receive an uninterrupted duty free 30 minute lunch period. Employee and supervisors may mutually agree to changes in lunch periods.

	Supervisors may request that employees leave their workspace on their lunch and break period.
7.14	Rest Periods
7.14.1	All employees covered by this Agreement and working more than three and one-half (3-1/2) hours, shall be entitled to and receive one (1) fifteen (15) minute rest period for each four (4) hours, or major fraction thereof, worked.
7.14.2	Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
7.15	Summer Employment
7.15.1	Summer employment shall be defined as employment of a unit member for any period after the official school calendar year ends until the day prior to the scheduled return date of the unit employee. The District may work an employee up to ten (10) work days during the summer within the employee's regular job assignment without regard to seniority.
7.15.2	Applications for summer employment should be available for pick up from the Classified Personnel Office by May 1 of each year. Application should be turned in to the Classified Personnel Office by May 30 or within five (5) days of posting.
7.15.3	Unit members shall be selected for summer employment based on seniority and classification. Employees are expected to work the full summer assignment if selected and understand and agree that they may not be absent from their summer assignment, unless a doctor's note is provided for the absence. In the event an employee misses any days of their summer assignment, their assignment may be immediately terminated and offered to the next most senior employee, and at the discretion of the District they may not be chosen to work a summer assignment the subsequent year.
7.15.4	CLM and Moderate to Severe Summer Work For the purposes of assigning summer/extended school year work, priority shall first be filled by the CLM/Moderate to Severe classroom assistant bargaining unit members at the school site/classroom where summer/extended school year will be offered
7.16	Worksites/Departments with Time Clocks: Where time clocks are used at worksites / departments, 1) time recorded will be rounded to the nearest fifteen (15) minutes 2) time below ten (10) minutes will be rounded down and at ten (10) minutes will be rounded up for payroll leave/pay purposes. The standards for time clocks and leave deductions or docks shall not be confused with an employee's responsibility to report to and leave work on time in accordance with their assigned work schedule.
7.16.1	In the event a worksite is requesting the use of time clock(s); Human Resources and CSEA representatives will meet with the Administrator/Supervisor to review implementation issues. Human

	Resources and CSEA Representatives will also meet with key site staff to discuss guidelines and respond to questions regarding time clock implementation
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7.17	Absence Notice Requirements
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	<p>All bargaining unit members are required to follow established site/department call-in procedures which includes reporting an absence from work in a timely manner. The report of an unexpected absence shall be no later than one hour prior to the beginning of the member's shift to their supervisor, site, or department designee unless there are special circumstances. The member is responsible for reasonable prior notice when circumstances permit (e.g. when medical service provider appointments are scheduled in advance). Typically, the member is responsible for notification when absences for medical provider appointments are scheduled. Member absence notice requirements herein are critical to the orderly operation of the District.</p>
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ARTICLE VIII

PAY AND ALLOWANCES

2022-23 A 6% on schedule salary increase to CSEA's salary schedule effective July 1, 2022 plus a 6% off-schedule, one-time bonus based on regular salary earned during the 2022-23 school year.

2023-24 A 6% on schedule salary increase to CSEA's salary schedule effective July 1, 2023 plus a 6% off-schedule, one-time bonus based on regular salary earned during the 2023-24 school year.

The District will adjust the salary ranges to the following classifications, based on the recommendations of the reclassification study. Those employees in affected classification will be moved to a new step in their new range that reflects their current salary on July 1, 2023 or if there is no exact match, the step that is closest to their current salary without causing a salary decrease. Salary reallocation/realignment will take place effective July 1, 2023.

- Attendance Assistant from Range B41 to E118
- Student Data Technician from Range E125 to 70C
- Data Analyst from Range E135 to 90S
- Health Services Technician from Range E118 to E122
- Child Care Assistant from B39 to E114

8.1

Frequency-Twice Monthly

All employees, except hourly, in the bargaining unit 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 day falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

8.2

Longevity Compensation

8.2.1

Anniversary increments are to be revised effective January 1, 2018 as follows:

- An additional \$20.00 to be added to the monthly base pay beginning with the tenth (10th) year of service.
- An additional \$40.00 to be added to the monthly base pay beginning with the twelfth (12th) year of service.
- An additional \$100.00 to be added to the monthly base pay beginning with the fifteenth (15th) year of service.
- An additional \$140.00 to be added to the monthly base pay beginning with the eighteenth (18th) year of service.
- Effective July 1, 2023, An additional \$230.00 to be added to the monthly base pay beginning with the twentieth (20th) year of service.
- Effective July 1, 2023, An additional \$265.00 to be added to the monthly base pay beginning with the twenty-third (23rd) year of service.
- Effective July 1, 2023, An additional \$300.00 to be added to the monthly base pay beginning with the twenty-fifth (25th) year of service.
- An additional \$350.00 to be added to the monthly base pay beginning with the thirtieth (30th) year of service.
- An additional \$400.00 to be added to the monthly base pay beginning with the thirty-fifth (35th) year of service.

8.3

Bilingual Stipend

A unit member who is called upon to converse with people in a language other than English and/or interprets for IEP's and performs this duty on a regular basis shall be eligible to receive a bilingual stipend, if they meet the following requirements.

8.3.1

Bilingual Stipends: Bilingual stipends: CSEA members shall receive the following annual stipend:

10-Month	11-Month	12-Month
\$450.00	\$495	\$540

The unit member will be required to pass the District Competency test for the bilingual stipend and must attend the interpreter training provided by the district. Refusal by a Member to interpret/translate documents or meetings or not attend the training may limit future translation assignments at the principal's discretion.

If a unit member interprets for an IEP meeting, an additional stipend of \$30 per month will be paid for the months in which IEP interpretation occurs.

8.3.2	<p>Unit members shall submit the annual bilingual stipend application form, provided by Human Resources to their site administrator for verification.</p> <p>The District will offer an interpreter training twice a year for CSEA members who interpret for IEP's and receive an additional IEP stipend. In order to continue to be eligible to receive the additional IEP stipend, members must attend one interpreter training provided by the district annually.</p> <p>Interpreting for IEP's will be distributed on a rotating schedule set forth by the site administrator. Refusal by a member to interpret for an IEP may limit future translation assignments at the principal's discretion.</p> <p>The Special Education Glossary and Dictionary for IEP Terminology will be available at all sites.</p> <p>The IEP additional stipend shall not exceed 100-unit members.</p>
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8.4	<p>Perfect Attendance Stipend: The District will pay all CSEA bargaining unit employees the following stipends as part of the "Perfect Attendance Stipend Program"</p> <p style="text-align: center;">Zero (0) day absent per quarter \$300.00</p>
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8.4.1	<p>For the purpose of the Perfect Attendance Stipend the semesters will be as follows:</p> <p style="padding-left: 40px;">1st Quarter: July 1 through September 30</p> <p style="padding-left: 40px;">2nd Quarter: October 1 through December 31</p> <p style="padding-left: 40px;">3rd Quarter: January 1, through March 31</p> <p style="padding-left: 40px;">4th Quarter: April 1 through June 30</p>
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ARTICLE IX

BENEFIT SCHEDULE

The Board agrees to furnish the following retirement and insurance benefits:

9.1

Frequency-Twice Monthly

All employees, except hourly, in the bargaining unit 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 day falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

9.2

Health Benefits

9.2.1

Premium Payments

If the monthly premium of the health benefits plan selected by the employee exceeds the allocated contribution, the additional cost will be borne by the employee through payroll deduction.

Beginning on July 1, 2023, the District's tenthly contributions for medical insurance for a full-time employee shall be set at a maximum of 1-Party: \$855.79, 2-Party: \$1,588.07 and 3+ Party: \$1,958.21. In the event a unit member is not full-time, the allocation will be prorated. Beginning on June 30, 2024 at 11:59 PM, the District's tenthly contributions for medical insurance for a full-time employee shall be set at a maximum of 1-Party: \$893.29, 2-Party: \$1,638.07 and 3+ Party: \$2,020.71. In the event a unit member is not full-time, the allocation will be prorated. Side Letter: Mutual Interest to review benefit contributions in SY23-24 models for future implementation.

9.2.2

Benefits Council

CSEA shall appoint two representatives to the Benefits Council to explore alternative health, dental, life insurance, and vision plans for the future. The Council will be composed of any member organizations appointed representatives who elect to participate per their respective Collective Bargaining Agreement, and management representatives and shall be charged with meeting with Insurance Brokers and carriers to examine methods by which health care cost may be contained. The Council will meet at a minimum of one time per quarter. Any additional meetings will be scheduled as deemed necessary by the committee.

9.3

Dental Insurance

Effective January 1st, 2020 the maximum allocation from the Health Reserve Account towards dental insurance for eligible unit members shall not exceed \$79.15.

Dental Plans	Monthly Premium Effective January 1, 2020	Monthly District Allocation/CAP	Employee Cost Per Month
MetLife HMO	\$28.93	\$28.93	\$0.00
MetLife PPO	\$154.62	\$79.25	\$75.47

If the monthly premium of the dental benefits plan selected by the employee exceeds the allocated contribution, the additional cost will be borne by the employee through payroll deduction.

9.4

Vision Care

The District will provide vision insurance selected by the District (Vision Service Plan - VSP) at no cost to the employee for eligible unit members and eligible dependents, subject to existing eligibility requirements for **Choice B**, per the allocation from the Health Reserve Account. If a unit member selects **Choice C** and the premium for vision benefits plan exceeds the allocated contribution, the additional cost will be borne by the employee through

payroll deduction . The District will meet with the Benefits Council to explore alternative vision insurance providers and additional vision plans.

Vision Plans	Monthly Premium Effective January 1, 2020	Monthly District Allocation / CAP	Employee Cost Per Month
Vision Service Plan (Choice B)	\$11.77	\$11.77	\$0.00
Vision Service Plan (Choice C)	\$18.64	\$11.77	\$7.87

9.5 Life Insurance

The District will provide life insurance in the amount of \$10,000 for all members covered by this agreement. A spouse will have coverage for \$5,000 (Spouse Life Insurance will terminate when age 70 is attained). A dependent child(ren) up to age 1 will have coverage for \$5,000. A dependent child(ren) 1 year and older will have coverage for \$2,500.

Effective January 1, 2024, the coverages will be \$50,000 for all members covered by this agreement, \$10,000 (Spouse Life Insurance will terminate when age 70 is attained). A dependent child(ren) up to age 1 will have coverage for \$5,000. A dependent Child(ren) 1 year and older will have coverage for \$5,000. The District will meet with the Cost Containment Benefits Council committee to explore alternative life insurance providers and plans.

9.6 Worker's Compensation

The District will pay the premium for State compensation Insurance for each unit member.

9.7 Liability Insurance

The District will maintain a \$1,000,000 liability insurance policy to cover all unit members for suit or damages growing out of negligent acts committed within the scope of employment.

9.8 Early Retirement

9.8.1 An employee may, if he/she chooses, elect to retire early. He/she must have reached fifty-five (55) years of age, unless permanent disability retirement is granted by one (1) of the state retirement boards.

9.8.2 After an employee has been in service to the District in a capacity entitling him/her to district-financed insurance policies for a period of ten (10) years or more and elects to take early retirement, the District will continue to pay the employee' s premium for the health, dental and life insurance for five (5) years or until he/she reaches the age of Medicare eligibility, whichever occurs first. All Medicare qualified employees shall enroll into the Medicare program at the age of 65 years. When the employee turns 65 years old and has less than 5 years of district paid retiree health benefits remaining, the District will provide \$200 monthly towards a Medicare supplemental plan for the balance of 5 years.

9.8.3 The employee who is retiring early must make application for such early Retirement through the Personnel Office on forms furnished by the District in order to be eligible for early retirement benefits.

9.9	The District will allow all bargaining unit employees to participate in an IRC-125 Plan.
9.10	The District will enroll all bargaining unit members in the California State Disability Insurance (SDI) Program.

ARTICLE X

HOLIDAYS

10.1	Eligibility All unit members who are regular classified employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the day immediately preceding or succeeding the holiday.
10.2	School Holidays Regular employees, who are not normally assigned to duty, during those days designated by the legislature and/or the Board of Education as holidays, shall be paid for those holidays, provided they were in a paid status during any portion of the working day, of their normal assignment, immediately preceding or succeeding the holiday period.
10.2.1	<u>Designated School Holidays</u> New Year's Day Martin Luther King, Jr. Day Lincoln Holiday Washington Holiday Cesar Chavez Day Good Friday Memorial Day Juneteenth Holiday Independence Day Admissions Day Labor Day Veterans Day Thanksgiving Holiday (Includes the Friday after Thanksgiving) Christmas Day
10.3	Holiday Pay Classified employees working less than full-time shall receive holiday pay on a pro-rata basis at the same rate of their normal compensation.
10.4	Holidays The District will develop the instructional calendar for each school year of this agreement and CSEA may provide input.
10.5	Floating Holiday Each employee is entitled to three (3) floating holidays each fiscal year, which shall be arranged by mutual agreement between the employee and his/her supervisor. Use of floating holidays must be requested at least 5 work days in advance and use should be prioritized on non-student days.
10.6	Recognized Holiday If a recognized holiday falls on a Sunday, the following Monday is to be considered that holiday. If a recognized holiday falls on a Saturday, the preceding Friday is the holiday.

ARTICLE XI

VACATION LEAVES

11.1	Each permanent or probationary classified employee shall earn vacation time in accordance with the following:	
	11.1.1	All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis, July 1 -June 30. While not vested until accrued, each July 1st all members shall have access to his/her projected vacation for the current fiscal year. To accommodate this, the projected vacation accrual will be "front loaded" to the members. Members who terminate service with the district who have received pay for vacation that has not yet been earned, said pay shall be deducted from their final paycheck.
	11.1.2	Employees working less than full-time (less than eight (8) hours per day or Twelve (12) months per year) shall earn vacation based upon the percentage of time their assignment bears to a full-time assignment computed in time worked.
	11.1.3	Probationary employees will earn vacation time during the probationary period. Should an employee terminate, pay for vacation time taken or used but not earned, shall be deducted from the employee's final paycheck.
	11.1.4	Employees will earn vacation in accordance with the following schedule: 1 - 4 years of service - 12 days' vacation (12 month employees) 11 days' vacation (11 month employees) 10 days' vacation (10 month employees) 5- 10 years of service - 18 days' vacation (12 month employees) 16.5 days' vacation (11 month employees) 15 days' vacation (10 month employees) 11 + years of service - 24 days' vacation (12 month employees) 22 days' vacation (11 month employees) 20 days' vacation (10 month employees)
	11.1.4.1	The earned vacation days in section 11.1.4, may be prorated in no less than two (2) hour increments, subject to the conditions set forth in this article.
11.2	Vacation may not be accrued. Vacation earned in one (1) year must be used or taken by the end of the following year. Example: vacation earned during the first year of employment must be used by the end of the second year.	
11.3	Vacation schedules shall be developed by September 15th each year and approved by the immediate supervisor or department head and the Superintendent. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and workload of the department. Less than 12-month employees should refer to 11.8 and 11.9 for recess options.	

11.4	The rate at which vacation is paid shall be the employee's current rate of pay. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.
11.5	Employees with more than six (6) months of service who, either voluntarily or involuntarily, discontinue their employment with the District, shall be entitled to the unused vacation time they have earned and shall be granted vacation pay. Employees who terminate with less than six (6) months of service shall not be entitled to vacation pay.
11.6	Authorized paid holidays occurring during the period in which an employee is on paid vacation shall not be counted as vacation time.
11.7	Employees working less than twelve (12) months a year may be required to take the winter and spring recess periods as vacation time. When employees working less than twelve (12) months a year are unable to use up all of the vacation time earned during winter and spring recess periods, the employee and his/her supervisor shall see that the remaining days are used during the employee's work year. Employees may be compensated for any unused vacation days at the discretion of the District. Vacation will be earned on the basis of hours worked relative to an eight (8) hour day.
11.8	Less than twelve (12) month bargaining unit members with less than eleven (11) years of service in a regular position may request unpaid days during Thanksgiving week, winter, and spring recesses. Requests for unpaid days must be submitted by September 15th with the employee's vacation plan. The intent of this section is to provide employees with an option to spread unpaid days across recess periods for the year to balance out payroll checks, not to bank vacation days to be used during instructional days. Use of unpaid days submitted by September 15th, require approval of the Assistant Superintendent of Human Resources or designee. The use of unpaid days during recesses shall not count against perfect attendance eligibility.
11.9	Less than twelve (12) month employees may request the use up to seven (7) days of unused personal necessity leave to remain in paid status during a recess if vacation leave is exhausted. The use of personal necessity days shall not count against perfect attendance eligibility.

ARTICLE XII

LEAVES

12.1	Paid Sick Leave The District hereby recognizes CSEA and Its Lynwood Chapter #116 as the exclusive and sole negotiation agent for the unit of employees described in Appendix "A" hereto.
12.1.1	Sick leave is the authorized paid absence of an employee because of illness or injury or exposure to contagious disease.
12.1.2	Part -time classified employees working less than (eight (8) hours a day, five (5) days a week) full-time, are entitled to sick leave that shall be computed on the basis of hours and days worked. Unused sick leave may be accumulated without limit.
12.1.3	At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days or hours of paid sick leave, which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "account" shall be adjusted if a change in assignment alters the amount of sick leave earnable.
12.1.4	Sick leave may be taken at any time, provided that new employees with probationary status may use only six days of paid sick leave during their initial probationary period.
12.1.5	Pay for any day of sick leave shall be the same pay, which the employee would have received if he/she had worked that day.
12.1.6	Refer to 7.1.7 for absence notice requirements.
12.1.7	If the District has reason to question a member's absence for illness, of short or long duration, the Superintendent may require a statement from a doctor verifying the illness.
12.1.8	When a person is on a paid sick leave, he/she shall not be penalized in the event an authorized holiday occurs during that time.
12.1.9	Sick leave is not earned for the following reasons: 1) Overtime working hours. 2) During a sick leave of absence without pay. 3) Student help, temporary (provisional), emergency employees.
12.1.10	Absence reports shall be directed to the Payroll Department attached to appropriate time reports.
12.1.11	An employee who is on sick leave may not continue to receive income from the school district if he/she accepts other employment. When an employee is on sick leave or a leave of absence without pay because of illness and wishes to accept other employment, he/she must resign from the classified service of the District. Accepting other employment while on sick leave, without notifying the District, may be grounds for dismissal. A request for leave of absence for reasons of health must be accompanied by a statement from the attending physician that the employee is unable to complete essential functions of the job. The District shall retain the right and ability to request clarification on any work restrictions.

12.1.12	The Superintendent, as the Board of Education's representative, reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination at District's expense of any employee whenever there is question of said employee's physical or mental ability to perform the functions of his/her position. All costs relating to the examination, including transportation, shall be borne by the District.
12.1.13	An Employee whose record of illness appears to follow a pattern or reoccurrence for a series of relatively minor indispositions may be made the subject of a special investigation by the administration. Disciplinary action may be taken if the findings of the investigation warrant such action. Employees whose attendance warrants an investigation shall be notified in writing of such questionable attendance regarding any investigation.
12.1.14	<p>An employee will receive District fringe benefits during all periods while in a paid status. In case of personal leave or leave without pay, the employee may maintain benefits at his/her own expense except in such leaves where the Education Code or employment laws requires that the employee maintain health benefits on behalf of the employee. Benefits terminate upon termination of the employee from the District.</p> <p>When an employee who has been employed by the District for ten (10) years or more elects' early retirement in accordance with the District's early retirement plan, he/she may continue to receive all existing benefits provided by the early retirement plan for five (5) years or until he/she reaches the age of Medicare eligibility, whichever occurs first.</p>
12.1.15	After an employee uses all his/her accumulated full pay sick leave he/she shall have entitlement of other sick leave as established by the Education Code.
12.1.16	After exhaustion of all paid leave, a permanent employee may be placed on unpaid leave upon request with the recommendation of the Personnel Commission and approval of the Board of Education. When placed on unpaid leave, the employee shall not again become eligible for paid leave until the commencement of a new fiscal year in which he/she has rendered service.
12.1.17	<p><u>Transfer of Accumulated Sick Leave</u></p> <p>Any classified employee of any school district who has been an employee of that District for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position in another school district and who subsequently accepts, within one (1) year of termination of his/her former employment, such position, shall have transferred with him/her to the second district the total amount of earned sick leave days, for absences due to illness or personal illness, to which he/she is entitled under the Education Code.</p>
12.1.18	An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, provided that he/she has notified the District of his/her return at least three (3) working days in advance.
12.1.19	<p>If, at the conclusion of all sick leave and additional leave granted, the employee is still unable to assume the duties of his/her position, the following steps must be taken:</p> <ol style="list-style-type: none"> (1) The employee may make a request for leave of absence without pay because of illness. A statement from his/her physician must support this. (2) The request will be submitted to the Personnel Director for approval. (3) If the Personnel Director denies the request, it will be sent to the Board of Education for its action. Upon receipt, the Board will do one or more of the following: <ol style="list-style-type: none"> (a) Approve the grant of leave of absence without pay for a period not to exceed one (1) year, or;

	<p>(b) Deny the request for leave of absence without pay; and;</p> <p>(c) Order the employee terminated from the Classified Service because of being physically or mentally unable to perform the duties of his/her position.</p> <p>(4) If the employee is terminated by the Board of Education, he/she will then be placed on a layoff re-employment list for a period of thirty nine (39) months in the same manner as though he/she were laid off of work due to a lack of funds.</p>
12.2	Industrial Accident and Industrial Illness Leave
12.2.1	Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of the Education Code. Upon receiving such knowledge, the District shall notify the injured employee, or in case of death, his/her dependents, that he/she may be entitled to benefits under this Section.
12.2.2	An employee in the unit, who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each accident or illness while receiving temporary disability benefits from Workers' Compensation provided that the illness or injury was related to the performance of his/her duties. Such paid industrial accident or illness leave shall not be for more than sixty (60) working days.
12.2.3	Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of the absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
12.2.4	Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled unless notified in writing.
12.2.5	If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is eligible. Accumulated illness leave will be reduced only in the amount necessary to provide a full days' wages or salary, as indicated in the employee's assignment, when added to disability benefits derived from Workers' Compensation.
12.2.6	After all paid illness leave has been exhausted following a paid industrial leave, an employee must receive pay from accrued vacation, accumulated compensation time or other available leave to the extent necessary to make up the employee's regular salary when receiving temporary disability allowance with penalties from the Worker's Compensation Insurance Company. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident leave, shall be pursuant to the Education Code.
12.2.7	Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.
12.2.8	An employee returning from such paid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission Rules. An employee shall continue to receive credit for all purposes while on such a paid leave as authorized by the Board.

12.2.9	When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the re-employment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
12.2.10	An employee who fails to accept an appropriate assignment after being medically approved therefore, shall be removed from the re-employment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a re-employment list under this rule may appeal the removal to the Personnel Commission.
12.2.11	While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under the State Workers' Compensation Insurance Laws, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year.
12.2.12	If there is reason to question an employee's absence, the Superintendent, or designee, may require an investigation of absence, including an examination by a licensed/qualified physician selected by the District. Employees who warrant an investigation shall be notified in writing regarding any investigation.
12.3	Bereavement Leave
12.3.1	Employees shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel beyond 350 miles or out-of-state is required. If the unit member requests he/she shall be granted up to an additional six (6) days of leave in any one (1) year for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.
12.3.2	Members of the immediate family means; spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, aunt and uncle of the employee and employee's spouse; or any person living in the immediate household of the employee.
12.3.3	For additional leave an employee may elect to use Personal Necessity Leave (Section 12.9).
12.4	Jury Duty and Witness Leave
12.4.1	<p>Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District.</p> <p>Request for jury service leave should be made by presenting the official court summons for jury service to the Personnel Director.</p>
12.4.2	Leave of absence to serve as a witness in for a court case shall be granted to an employee when he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for

	leave of absence to serve, as a witness, should be made by presenting the official court summons to the Personnel Director.
12.4.3	The jury service fee and witness fee referred to in Sections 12.4.1 and 12.4.2, respectively do not include reimbursement for transportation expenses.
12.4.4	An employee who receives a leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court.
12.5	Military Leave An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by the law arising out of the exercise of military leave.
12.6	Leave of Absence Without Pay
12.6.1	Leave of absence without pay may be granted to a permanent classified employee, upon written request subject to the following restrictions: <ul style="list-style-type: none"> (1) Leave of absence without pay may be granted for any period not exceeding one (1) year. (2) Time off without pay for a period not to exceed five (5) consecutive working days may be granted by the Superintendent or designee. Except for unusual circumstances, prior approval should be obtained. <p>The granting of a leave of absence without pay gives the employee the right to return to a position within his/her classification and, if possible, to his/her position, with all the rights and benefits and burdens of a permanent employee at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.</p>
12.6.2	Failure to report for duty within five (5) working days after leave has been cancelled or expires shall be considered abandonment of the position, and just cause for termination by the Board of Education.
12.6.3	Time spent on any unpaid personal leave shall be considered a break in continuous service, i.e., this time shall not be counted toward seniority for the purposes of establishing retention lists in the event of a layoff, or for computing seniority credit for promotional examination.
12.7	Leave to Serve in an Exempt, Temporary or Limited Term Position
12.7.1	Any unit member in permanent status who accepts an assignment within the District to an exempt, temporary or limited-term position, shall, during such assignment be considered for status purposes as serving his/her regular position, and such assignment shall not be considered separation from service.
12.7.2	The employee may, with the approval of the District, voluntarily return to his/her position or a position in the same class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.
12.8	Pregnancy Disability Leave
12.8.1	After a unit member has completed his/her probationary period, he/she may be granted a leave of absence for reason of pregnancy.
12.8.2	Pregnancy leave shall commence when the employee is physically unable to work and when so directed by her physician.
12.8.3	An employee on pregnancy leave shall report to work after no more than thirty (30) working days from the birth of the child. An exception to this must be accompanied by a physician's statement.

12.8.4	<p>Compensation while on pregnancy leave shall be as follows:</p> <ol style="list-style-type: none"> 1) Use of accrued paid sick leave. 2) Use of accrued vacation leave. 3) Up to 100 days of half pay salary.
12.9	Personal Necessity Leave
12.9.1	<p>Any days of absence for illness or injury earned pursuant to Section 12.1 may be used by a unit member at his/her election, in cases of personal necessity. Such leave shall not be accrued and will be charged against the seven (7) days allowed by the Education Code to be used in any school year and may be used only for the following reasons:</p> <ol style="list-style-type: none"> (1) <u>Bereavement</u> Death of a member of any employee's immediate family as defined under Bereavement Leave. Leave may also be allowed with compensation for attendance at the funeral of relatives not living in the immediate household. (2) <u>Accident/Family Illness</u> Personal business of an emergency or necessary nature, accident or serious illness, involving his/her person or property or the person or property of a member of his/her immediate family. (3) <u>Court Appearance</u> Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. This will only be granted upon written request with a copy of the subpoena or any order and must be filed two (2) school days prior to the absence with approval by the Principal or Department Head. (4) <u>Meeting</u> Participation in lawful meetings, activities, or observance where the employee conscientiously believes that his/her participation therein is necessary and requires his/her absence from duty. (This does not include participation in strikes, sick-outs, non-authorized meetings, etc.).
12.9.2	The Board of Education or the Superintendent may require verification for any leave taken. A written request for an emergency leave shall be made to the personnel office and shall be approved by the Superintendent or his designee. Five (5) days' notice shall be given whenever possible.
12.10	Leave of Absence to Vote
12.10.1	<p>Unit members who are registered voters may claim necessary time off to vote at general, direct primary, or presidential primary elections, under the following provisions of the State Elections Code:</p> <p>"If a voter does not have sufficient time outside of his/her working hours within which to vote at any general direct primary, or presidential primary election, he/she may, without loss of pay, take off so much working time as will, when added to his/her voting time outside his/her working hours enable him/her to vote."</p>
12.10.2	Unit members may take off so much time as will enable them to vote, but not more than two (2) hours of which shall be allowed time off for voting only, at the beginning or end of their regular working shift, whichever

	allows them the most free time for voting and the least time off from their regular working shift, unless otherwise mutually agreed.
12.10.3	If the member on the third working day prior to the day of the election, knows or has reason to believe, that he/she will need time off to enable him/her to vote on election day, he/she shall give his/her employer at least two (2) working days' notice that he/she desires time off in accordance with the provisions of this Section.
12.11	Family Care and Medical Leave
12.11.1	Any permanent unit member who has served in the District 1,250 hours or more in the immediate preceding twelve (12) month period shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States Code, Section 2601, et seq. (FMLA) and California Government Code Section 12945.2.
12.11.2	Family care and medical leave may be used for the following reasons: <ol style="list-style-type: none"> 1) The birth of the unit member's child. 2) The placement of a child with the unit member in connection with the unit member's adoption or foster care of the child. 3) To care for the serious health condition of the unit member's child, parent spouse or designated person. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Members can only identify one "designated person" per 12-month period for family care and medical leave. 4) Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of the position in which the unit member is employed, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
12.11.3	For purposes of this provision, "serious health condition" means illness, injury, impairment or physical or mental condition which prevents the unit member from performing the functions of the position in which the unit member is employed, or which warrants the participation of the unit member in providing care to a family member during a period of treatment and involves either: <ol style="list-style-type: none"> 1) Inpatient care in a hospital, hospice or residential health care facility; or 2) Continuing treatment or continuing supervision by a health care provider.
12.11.4	For purposes of this provision, "health care provider" has the same meaning as it is prescribed in Government Code Section 12945.2, subdivision (c)(5).
12.11.5	For purposes of this provision, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either: <ol style="list-style-type: none"> 1) Under eighteen years of age. 2) An adult dependent child.
12.11.6	For purposes of this provision, "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.
12.11.7	A unit member is entitled to family care and medical leave for no more than a total of twelve (12) workweeks within a twelve (12) month period measured forward from the first day of the unit member's leave, unless additional leave is granted by the Superintendent or his/her designee.

	12.11.7.1	The entitlement to leave for birth or placement of a child shall conclude at the end of the twelve (12) month period beginning on the date of such birth or placement.
	12.11.7.2	The entitlement to leave for a serious health condition, shall expire at the end of the twelve (12) month period beginning on the initial date the leave is used. The unit member's notice of leave shall specify: the date of leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, and the anticipated date of return to continuous active service if known to the unit member.
12.11.8	Except in cases of emergency, a unit member shall give the Classified Personnel Department of the District reasonable advance notice of his/her intent to take family care and medical leave.	
	12.11.8.1	In the event necessitating family care leave is known more than thirty (30) calendar days prior to the unit member's need for leave, the unit member must provide the Classified Personnel Department of the District with a thirty (30) calendar day advance written notice of the unit member's need for family care and medical leave.
	12.11.8.2	If the event necessitating family care leave is known less than 30 calendar days prior to the unit member's need for leave, the unit member must provide the Classified Personnel Department of the District with as much advance notice as reasonably possible, however under no circumstances, except in cases of medical emergency or unforeseen circumstance, will a request for leave be made less than ten (10) working days in advance of the requested leave. Failure to provide at least ten (10) working days advance written notice entitles the District to delay commencement of the leave until ten (10) working days have passed from the date of the request.
	12.11.8.3	If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.
12.11.9	Family Care and Medical Leave can be taken in multiple periods.	
	12.11.9.1	The minimum duration of any family care and medical leave for reason of birth, adoption or foster care placement of a child of the unit member, shall be two weeks. Nevertheless, the District will twice grant a unit member's request for family care leave of at least one day but less than two weeks duration if the unit member complies with all requirements of Article XII, Section 11.14 of this agreement.
	12.11.9.2	Family care and medical leave for the serious health condition of the unit member's child, parent or spouse of the unit member, may be taken intermittently in one day increments when medically necessary, as determined by the health care provider of the person with the serious health condition.
12.11.10	During the period of leave taken pursuant to Article XII, Section 11.14 of this Agreement, the District may require the unit member to use accrued vacation leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. If the unit member takes a leave because of his/her own serious health condition, the District may require the unit member to use any accrued sick leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. However, a unit member may use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the unit member.	
12.11.11	The District shall maintain the unit member's health and welfare programs for the duration of the family care and medical leave, not to exceed a cumulative maximum of twelve (12) workweeks in a twelve (12) month period.	
12.11.12	The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit package.	

12.11.13	A unit member's request for family care and medical leave due to the birth of a child shall be supplied by either a statement from a physician certifying the pregnancy or a birth certificate.
12.11.14	A unit member's request for family leave to care for a child, spouse or parent who has a serious health condition shall be supplied by a certification from the health care provider of the individual requiring care. This certification shall include: <ol style="list-style-type: none"> 1) The date on which the serious health condition commenced. 2) The probable duration of the condition. 3) An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care. 4) A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the individual requiring care.
12.11.15	A unit member's request for family care and medical leave, because of the unit member's own serious health condition, must be supported by a certification issued by his/her health care provider. That certification shall be sufficient if it includes all of the following: <ol style="list-style-type: none"> 1) The date on which the serious health condition commenced. 2) The probable duration of the condition. 3) A statement that, due to the serious health condition, the unit member is unable to perform the function of his or her position.
12.11.16	Upon expiration of the time estimated by the health care provider in Article XII, sections 11.14 subparagraph (3) and 11.15 subparagraph (2) of this Agreement, if additional leave is required, the District may require the unit member to obtain recertification in accordance with the same procedures provided in Article XII, sections 11.14 and 11.15 of this Agreement.
12.11.17	In any case in which the District doubts the validity of the certification provided pursuant to Article XII, sections 11.14 and 11.15 of this Agreement, the District may verify the certification in accordance with 29 C.F.R., section 825.307.
12.11.18	As a condition of a unit member's return from family care and medical leave because of the unit member's own serious health condition, the unit member must obtain certification from his/her health care provider that the unit member is able to resume work without restriction, unless otherwise determined under the Americans With Disabilities Act (ADA).
12.11.19	The District shall not refuse to hire, reinstate, and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave.
12.11.20	If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care or a child or serious health condition of a child that would allow the parent's family care and medical leave totaling more than a cumulative twelve (12) workweeks in a twelve (12) month period.
12.11.21	Substitute Employment - A unit member on family care and medical leave for the birth or placement of a child, shall not be denied the opportunity to substitute in the school District by reason of the fact that he/she is on family care and medical leave.
12.11.22	The District may require a unit member to use any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29C.F.R., section 825.207 and 825.208. Under no circumstance shall a unit member be entitled to take an aggregate amount of leave pursuant to the FMLA or California Government Code, section 12945.2 in excess of twelve (12) workweeks in a twelve (12) month period.
12.11.23	A unit member is entitled to take, in addition to the leave provided for under these provisions, the pregnancy disability leave provided for under Article XI, section 8 of this Agreement.
12.12	Catastrophic Illness or Injury

	12.12.1	"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to take care of that family member, and taking extended time off work creates a financial hardship for the employee because he or she exhausted all of his or her sick leave and other paid time off.
	12.12.2	The District and CSEA will establish procedures which will outline how employees may utilize Catastrophic Leave in accordance with Education Code Section 44043.5.

ARTICLE XIII

TRANSFERS

13.1	A transfer is defined as the movement of a member of the unit from one (1) location to another that does not involve a change in classification. This does not include assignments within the same classification at the same site location.
13.2	The Superintendent, upon recommendation of line authority, may make transfers within the classified service for the good of the service and the approval or rejection shall be governed by consideration of student welfare and office functions.
13.3	Administration-initiated transfers may be made from one (1) position in a class to another position in the same class for other than disciplinary reasons upon the approval of the Superintendent or his/her designated representative subject to ten (10) work day notice, except in cases of emergency.
13.3.1	Transfers from a position in one (1) class to a position in another related class must first be approved by the Personnel Director. Such approval may be given only when the transfer is either lateral or is a voluntary demotion in the same job family.
13.3.2	Administration-initiated transfers to a lower classification shall be considered an involuntary demotion and the employee shall have the right to file an appeal to the Personnel Commission.
13.4	Employee-initiated transfers shall be made in accordance with the following procedures:
13.4.1	A <u>permanent employee</u> may request a transfer from his/her position to another in the same class, or to a position in a lower class in the same job family as a voluntary demotion. The Personnel Director shall be responsible for determining job families and the appropriateness of the transfer.
13.4.2	Transfer request shall be made in writing to the Personnel Director. The Personnel Director shall place the employee's name on the appropriate transfer list. Transfer requests shall be considered in the following orders: a) position of equal hours; (b) seniority. None of the criteria, however, bind the District. Competency of employee shall be the deciding factor on granting the request. Competency will mean demonstrated ability to do the job.
13.4.3	The top three (3) qualified transfer eligibles will receive first consideration to any/all vacancies. If there are three (3) eligible transfer candidates on the transfer list, management must choose one of the three transfer candidates to fill the vacant position. If there are less than three (3) eligible transfer candidates on the list, the transfer candidate(s) must be interviewed, but management may request to interview the number of ranked eligible(s) (to equal the required three candidates) from the approved eligibility list to fill the vacant position. The person selected shall be allowed to transfer in accordance with our contract.
13.4.4	Should the transfers be mutually agreeable to all parties concerned, a release date not to exceed ten (10) working days, unless otherwise mutually agreed to by all parties, shall be communicated to the Personnel Director.
13.4.5	Should the employee's current department head wish to disapprove the transfer, the Superintendent shall make the final decision.

ARTICLE XIV

EMPLOYEE EXPENSES AND MATERIALS

14.1	Tools The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
14.2	Physical Examinations The District agrees to provide the full costs of any medical examination required as a condition of continued employment.
14.3	Mileage The use of private vehicles must be pre-approved by the supervisor and administrator in charge of the department in which the employee works. The District shall reimburse mileage at the IRS rate monthly to any member who is required to travel during an assignment and use their personal vehicle during the same shift. Members must complete and submit to payroll a monthly Automobile Mileage Allowance Claim form provided by Fiscal Services.

ARTICLE XV

GRIEVANCE PROCEDURE

15.1	<p>Purpose This grievance procedure is intended to supplement, but not supplant, normal and usual procedures for solving personnel problems. It is intended to enhance personal communications between employees and supervisors. Useful and necessary private meetings between District supervisors and the employees they supervise are encouraged.</p>
15.2	<p>Definitions</p> <p>(A) A "grievance" is a claim by one (1) or more employees or the Association of a violation, misinterpretation or misapplication of a provision of this agreement, which personally and adversely affects the grieving employee, or group of grieving employees.</p> <p>(B) An "employee" is a classified employee working in the CSEA bargaining unit.</p> <p>(C) A "working day" is any day where the central administrative offices of the District are open for business.</p> <p>(D) "Supervisor" is the member of management who supervised the grievant.</p> <p>(E) A "grievant" is an employee, group of employees or the Association asserting a grievance.</p>
15.3	<p>Step 1- Informal Resolution</p> <p>Informal discussion of problems and a continuing interchange of views between employees and management who immediately supervise them is encouraged. Management should attempt to resolve differences of dissatisfaction as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.</p> <p>When an employee has a complaint, he/she shall request a conference with his/her supervisor to discuss the complaint. The supervisor shall grant the employee at least one (1) conference. Additional conferences should be held prior to the initiation of Step 2 if it appears that the resolution of the complaint may be achieved by informal means. Both the grievant and supervisor may invite relevant persons, including a representative of the Association, to attend all conferences. At any time within seven (7) working days after the last mutually agreed-upon conference, if the complaint has not been satisfactorily resolved, the employee may invoke Step 2 of this procedure.</p>
15.4	<p>Step 2 - Formal Written Procedure:</p>
15.4.1	<p>An employee may initiate a formal grievance by filing a completed grievance form with his/her immediate supervisor. Relevant information obtained during Step 1 may be asserted.</p> <p style="text-align: center;">Grievance information shall include:</p> <p>(1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.</p> <p>(2) Citations of the provision or provisions of this Agreement which are alleged to have been misinterpreted or misapplied.</p>

	<p>(3) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.</p> <p>(4) A listing of the specific actions requested of the District, which will afford remedy to the grievant.</p> <p>(5) A request for a conference if desired. If the supervisor or designated representatives' desires, he/she may request a conference at Step 2. The request must be granted. The grievant and supervisor or his/her representative may request the presence of a representative or representatives at any meetings called in accordance with this Section.</p>
15.4.2	The supervisor or his/her representative will hold a conference with the grievant within seven (7) working days after receipt of the written grievance.
15.4.3	The supervisor or his/her representative shall render a written decision to the grievant within seven (7) working days after the conference with the grievant. The supervisor shall send information copies of the decision to the immediate supervisor and the Personnel Department, and to the Association.
15.5	<p>Step 3 - Superintendent or his/her Representative</p> <p>If a grievance is not resolved in Steps 1 or 2, the employee, group of employees or Association may request in writing a hearing before the Superintendent or his/her representative.</p> <p>The request shall be filed in the Office of the Superintendent or his/her representative. The request shall be filed in the Office of the Superintendent within seven (7) working days after receipt of a written decision at Step 2.</p> <p>The superintendent or his/her representative will hold a hearing within seven (7) working days after receipt of the request for a hearing. The grievant may be represented by representatives of his/her choice.</p> <p>The Superintendent or his/her representative will reply in writing within seven (7) working days after the closing of the Step 2 hearing.</p>
15.6.1	<p>If the aggrieved or the Association is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to arbitration. In such case the parties shall request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. The arbitration procedure does not apply to:</p> <p>(a) any proceeding for layoff, discipline, or discharge of employees;</p> <p>(b) the content of evaluation of members of the unit, except for violation, misinterpretation or misapplication of procedures concerning evaluation;</p> <p>(c) any attempt to alter or amend this Agreement by filing of a grievance.</p>

15.6.2	No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
15.6.3	Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, and the report shall be divided equally between the Board and the Association.
15.6.4	An arbitrator shall be selected by the following procedure: a representative of the Association and Board's representative shall elect the arbitrator from the California State Conciliation Service's list by eliminating names until one (1) name remains. The first option of elimination shall alternate. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within seven (7) days of receipt of the list from the State Conciliation Service by both parties.
15.6.5	Once the arbitrator has been selected, hearings shall commence as soon as possible.
15.6.6	The arbitrator shall conduct the hearing in accordance with voluntary arbitration rules of the State Conciliation Service and the provisions of this procedure.
15.6.7	Within thirty (30) days after conclusion of the hearing the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

15.7	General Provisions
15.7.1	If a grievance involves employees with different immediate supervisors, the grievance may be filed by the Association at Step 3.
15.7.2	The Association may file a grievance at Step 3 involving Article III or Article V.
15.7.3	Designation of representatives will be in writing. Such designation shall be entered on the grievance at Step 2.
15.7.4	No party may be required to discuss a grievance if his/her representative is not present.
15.7.5	The District will not agree to the resolution of a grievance at Step 2 or Step 3 of this procedure until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. An employee who wishes to have a grievance heard under this procedure must initiate action within twenty (20) working days of the time he/she had knowledge, or reasonable should have had knowledge of the act or omission giving rise to the grievance.
15.7.6	Time allowances set forth in this grievance procedure may be extended only by mutual consent of the grievant and the District.
15.7.7	Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
15.7.8	Should the processing of a grievance require that an employee or Job Representatives be released from his/her regular work, he/she will be released without loss of pay or benefits.

15.7.9	Grievance forms shall be provided by the District and made available by principals and supervisors.
15.7.10	No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
15.7.11	Grievance records will be kept in a grievance file separate from official District personnel records.
15.7.12	Each party shall pay its own costs incurred in regard to grievances.
15.7.13	The Association and the District shall equally share the cost of arbitration including that of the hearing officer.
15.7.14	Copies of the District grievance form may be secured from the principal' s secretary at the local school sites, from the Assistant Superintendent/Personnel Services at the District Office, or job site representatives.

ARTICLE XVI

PERFORMANCE EVALUATIONS

16.1	The unit members will be evaluated pursuant to the rules and regulations as set forth by the Personnel Commission (Section 60.5000 PERFORMANCE EVALUATION and Appendix D) and as stipulated in the California Education Code (Sections 45260, 45261, 45301 and Appendix E).
16.2	The District shall negotiate with CSEA over the unit member evaluation form to the extent required by law.

ARTICLE XVII

SAFETY & PROFESSIONAL DEVELOPMENT

17.1	Safety	<p>Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or wellbeing.</p> <p>This committee may consult with, advise and recommend to the District any unsafe or hazardous conditions affecting the health and safety of our unit members at the work sites. No reprisals of any kind will be taken by or against any employee reporting an unsafe working condition.</p>
	17.1.1	The Safety Committee will meet quarterly (October/January/March/June)
	17.1.2	The Safety Committee may recommend solutions to identified unsafe or hazardous conditions.
	17.1.3	Membership: The District will have representatives in the following areas: 1) HR/Risk Management, 2) Maintenance and Operations and 3) Site administration. CSEA will have representatives in the following areas: 1) CSEA President or designee, and two Classification Representatives as determined by the CSEA President.
	17.1.4	The Safety Committee provides an opportunity for bargaining unit employees to submit general questions or concerns regarding safety issues in the workplace.
	17.1.5	The Safety Committee does not replace other methods for reporting safety concerns (e.g. maintenance work orders, Williams reports, Worker's Compensation procedures, urgent safety issues through the administration, etc.). The reports to the Safety Committee must be non-emergency in nature.
	17.1.6	Reports of safety issues may be made in writing through the Director, Classified Personnel, in writing through any member of the Safety Committee, or directly from a member to the Safety Committee. Reports received will be reviewed at the quarterly meetings.
17.2	Professional Development Days	<p>For the 2023-24 and 2024-25 school years, three (3) optional days will be added to the work year of 10 and 11 month Classified employees for the purposed of professional development. Starting in 2023/2024, the three (3) days shall be incorporated during the year on a quarterly basis following the guidelines and recommendation of the Professional Development Committee and in compliance with LCAP funding. These days will be optional additional days for employees not assigned to work on the Professional Development Days. 12 month employees will also have the opportunity to participate with supervisor approval in the professional development as part of their regular work day.</p>
17.3	Professional Development Committee	<p>A professional development committee is hereby established to be composed of three (3) members appointed by the District and three (3) members appointed by CSEA. The purposed of the committee will be to investigate all aspects of professional growth and to make recommendations to the Governing Board.</p>
	17.3.1	The Professional Development Committee will meet at least semi-annually (October/May).
	17.3.2	The Professional Development Committee will recommend training and development related to the work performed by classified employees.
	17.3.3	Professional development and growth opportunities will be identified that will enhance and encourage promotional opportunities for classified employees. The Professional Development Committee may recommend ways to increase employee promotional preparation.
	17.3.4	Membership: The District will have representatives in the following areas: 1) Personnel Commission (Director, Classified Personnel), 2) District Human Resources (Assistant Superintendent Human Resources or designee) and 3) Site Administration. CSEA will have representatives in the following areas: 1) CSEA President or designee and two Classification Representatives as determined by the CSEA President.
17.4	Professional Development (2023-24 Pilot Program)	<p>Professional Development reimbursement in the amount of up to \$150.00 per preapproved activity/course/workshop/materials up to a maximum allocation of \$10,000 for 2023-24 will be available to CSEA permanent bargaining unit members (hereafter "members" for this section) under the provisions outlined in this section:</p>
	17.4.1	Three broad career pathways are established to promote professional development directly related to the classifications within the bargaining unit for current and promotional opportunities:

17.4.1.1	Office/Technical Support (e.g. Secretarial, Office Assistant, Personnel, Purchasing, Accounting, Payroll, Records, Attendance, Benefits, Testing)
17.4.1.2	Classroom/School Support (e.g. Instructional Assistant, Health, College/Career, Interpreter/Translator, After School Program Assistant, Library Media, Child Care, ROP Assistant, SLP Assistant)
17.4.1.3	Technology Support (e.g. Computer Lab, Database Administrator, Network, Media, Network Specialist/Technician, Student Data)
17.4.2	Employees must meet all of the eligibility requirements to receive a reimbursement for an activity/course/workshop/material up to \$150.00;
17.4.2.1	Submit Professional Development form designating one of the career pathways in 17.3.1 and provide details of the related activity/course/workshop/materials requested.
17.4.2.2	Up to one (1) Professional Growth award per eligible member for 2023-24 is available if all requirements are met.
17.4.2.3	Receive prior approval from the CSEA president and the Director, Human Resource before engaging in the activity/course/workshop/materials. In the event both the CSEA President and the Director, Human Resources do not agree, the award is denied. At the request of the member, the decision to deny an award is only subject to review by the Assistant Superintendent of Human Resources at his or her sole discretion. The decision by the Assistant of Superintendent of Human Resources is final and not subject to any further review.
17.4.2.4	Submit reimbursement request within sixty (60) days of completion verifying successful completion with attached original receipt for the pre-approved amount. Reimbursement will not exceed \$150.00 per preapproved activity/course/workshop/materials.
17.4.2.5	Encumbrances for 2023/24 for pre-approved amounts will be carried over for one (1) subsequent fiscal year. There will be no reimbursement for pre-approved amounts beyond the encumbrance carryover period.
17.4.2.6	Except for encumbrance carryover specified, unexpended funds will not carry over.
17.4.2.7	Reimbursements will be on a first come first serve basis up to maximum amount of \$10,000.
17.4.2.8	The pilot program for 2023-24 sunsets on June 30, 2024. Continuation is subject to negotiations and mutual agreement beyond June 30, 2024.
17.4.2.9	The activity/course/workshop participation must not interfere with the member's assigned working hours.
17.5	Higher Education Institution Partnerships The parties agree to explore partnerships with local area higher education institutions for careers in education and free onsite training. No LUSD funds are allocated, but grants and scholarships may be available through the institutions.
17.6	LUSD Adult School Offerings The Parties encourage members to utilize free and low-cost Adult Education courses to pursue Professional Development.

ARTICLE XVIII

NO STRIKE, NO LOCKOUT

18.1

The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

ARTICLE XIX

SUCCESSOR AGREEMENT

19.1

The Board agrees to enter into negotiations with the Association over a successor agreement no later than six (6) weeks after the public meeting of the Board of Education at which time the Association's successor agreement proposals are presented to the Board as per the requirements of law. The Association agrees that its proposals for successor agreements will be presented to the Board in writing at one of its regularly scheduled March meetings of the year of the existing agreements, so negotiated, shall be reduced to writing after the ratification by the parties.

This Article may be extended by mutual agreement between the parties. Such agreement shall be in writing.

ARTICLE XX

ZIPPER CLAUSE

20.1	All conditions of employment within the scope of meeting and negotiating pursuant to Government Code in effect prior to and at the time that this Agreement is signed are terminated or superseded by the terms of this Agreement. This agreement shall be interpreted to provide only such rights, which are expressly stated herein
20.2	The parties agreed that during the negotiations which resulted in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands, proposals and counter-proposals with respect to non-mandatory subjects of bargaining included in this Agreement. The understandings and agreements arrived at after negotiation are set forth herein.
20.3	During the term of this Agreement, the Association and the Board waive their respect right to meet and negotiate with respect to any provision contained within or matters outside this agreement, even though such subject or matter may not have been in contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
20.4	The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only by mutual consent of the parties in a written amendment executed in the same manner as this Agreement.
20.5	The Association agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any management employee or Board member, regarding any action on the part of such persons in the official exercise of their duties or the administration of this contract or any grievance filed hereunder, or any other lawful activity.

ARTICLE XXI

SEPARABILITY

21.1

Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE XXII

DISCIPLINARY ACTION & APPEAL

22.1

District regulation 60.800 sets forth present regulations concerning disciplinary action, (just cause). The District will maintain its present procedure of receiving input from the Association before accepting proposed changes.

ARTICLE XXIII

DURATION

23.1	This agreement shall be in effect as soon as ratified by both parties and shall remain in effect through July 1, 2022 - June 30, 2025.
23.2	<p>Negotiations</p> <p>2022-23 Negotiations has been completed on a three-year successor agreement no further negotiations are necessary.</p> <p>2023-24 Wages, health & Welfare negotiations were settled in 22-23. The parties will each reopen one Article outside of wages, health and welfare.</p> <p>2024-25 The parties will reopen on wages, health and welfare and one Article each.</p>

APPENDIX A

LYNWOOD UNIFIED SCHOOL DISTRICT – CLASSIFIED SALARY SCHEDULE CHAPTER 116 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Effective July 1, 2022

General Information: Most recent salary increase for CSEA: 7/01/2022 (6%), Board Approved 6/22/2023.

• The monthly salary rate is divided by 173.333 and the result rounded off to the nearest whole cent to arrive at the hourly rate.

• NIGHT DIFFERENTIAL: 2.5% will be paid to employees regularly working half or more of assigned time between 5:00p.m.-7:00a.m.

SCH	ACTIVE CLASSIFICATIONS	Range	Step 1	Step 2	Step 3	Step 4	Step 5
E	Accountant	142	5,903	6,202	6,516	6,843	7,191
			34.06	35.78	37.59	39.48	41.49
B	Accounting Technician	80	4,833	5,073	5,328	5,593	5,870
			27.88	29.27	30.74	32.27	33.87
E	After School Program Assistant	116	3,108	3,263	3,429	3,602	3,784
			17.93	18.83	19.78	20.78	21.83
B	ASB Bookkeeper	69	4,254	4,465	4,689	4,923	5,170
			24.54	25.76	27.05	28.40	29.83
B	Attendance Assistant	41	2,933	3,078	3,233	3,395	3,565
			16.92	17.76	18.65	19.59	20.57
B	Benefits Specialist	73	4,338	4,557	4,785	5,024	5,271
			25.03	26.29	27.61	28.98	30.41
E	Benefits/Payroll Analyst	134	4,845	5,089	5,347	5,617	5,903
			27.95	29.36	30.85	32.41	34.06
E	Buyer	132	4,611	4,845	5,089	5,347	5,616
			26.60	27.95	29.36	30.85	32.40
B	Child Care Assistant	39	2,894	3,039	3,191	3,351	3,517
			16.70	17.53	18.41	19.33	20.29
E	College/Career Center Technician	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
E	Computer Lab Assistant	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
E	Data Analyst	135	4,967	5,216	5,480	5,760	6,052
			28.66	30.09	31.62	33.23	34.92
E	District Receptionist	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
B	District Records Technician	49	3,173	3,328	3,497	3,672	3,854
			18.31	19.20	20.18	21.18	22.23
E	Health Services Technician	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
B	Health Technician Vocational Education	75	4,379	4,601	4,829	5,069	5,321
			25.26	26.54	27.86	29.24	30.70
E	Instructional Assistant	114	2,955	3,108	3,263	3,429	3,602
			17.05	17.93	18.83	19.78	20.78
E	Instructional Assistant - Bilingual	116	3,108	3,263	3,429	3,602	3,784
			17.93	18.83	19.78	20.78	21.83
E	Instructional Assistant – Culinary Arts	120	3429	3602	3784	3975	4180
			19.78	20.78	21.83	22.93	24.12
E	Instructional Assistant – Recreational Progs	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
E	Instructional Assistant - Special Education	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
E	Instructional Assistant - Special Needs	120	3429	3602	3784	3975	4180
			19.78	20.78	21.83	22.93	24.12
E	Instructional Assistant - CLM Specialist I	121	3515	3691	3880	4076	4280
			20.28	21.29	22.38	23.52	24.69
E	Instructional Assistant - CLM Specialist II	122	3602	3784	3975	4180	4389
			20.78	21.83	22.93	24.12	25.32
E	Instructional Assistant - Engineering & Manufacturing	122	3602	3784	3975	4180	4389
			20.78	21.83	22.93	24.12	25.32
E	Instructional Assistant - Health Sciences & Medical Technologies	122	3602	3784	3975	4180	4389
			20.78	21.83	22.93	24.12	25.32
E	Instructional Assistant – Technology Ed.	122	3602	3784	3975	4180	4389
			20.78	21.83	22.93	24.12	25.32
E	Interpreter/Translator	123	3,691	3,880	4,076	4,280	4,501
			21.29	22.38	23.52	24.69	25.97

SCH	ACTIVE CLASSIFICATIONS	Range	Step 1	Step 2	Step 3	Step 4	Step 5
E	Library Media Assistant	120	3429	3602	3784	3975	4180
			19.78	20.78	21.83	22.93	24.12
B	Media Production Technician	70	4,332	4,551	4,780	5,016	5,268
			24.99	26.26	27.58	28.94	30.39
E	Network Computer Specialist	139	5,480	5,760	6,052	6,360	6,678
			31.62	33.23	34.92	36.69	38.53
E	Network Computer Support Technician	129	4,280	4,501	4,729	4,967	5,216
			24.69	25.97	27.28	28.66	30.09
E	Office Assistant I	117	3,182	3,346	3,515	3,691	3,880
			18.36	19.30	20.28	21.29	22.38
E	Office Assistant II	119	3,346	3,515	3,691	3,880	4,076
			19.30	20.28	21.29	22.38	23.52
E	Payroll Assistant	126	3,975	4,180	4,389	4,611	4,845
			22.93	24.12	25.32	26.60	27.95
B	Payroll Technician	76	4,459	4,682	4,917	5,160	5,418
			25.73	27.01	28.37	29.77	31.26
E	Personnel Specialist	201	4,915	5,159	5,421	5,690	5,973
			28.36	29.76	31.28	32.83	34.46
E	Personnel Technician	200	4,452	4,677	4,912	5,155	5,417
			25.68	26.98	28.34	29.74	31.25
B	Printing/Mail Room Assistant	49	3,173	3,328	3,497	3,672	3,854
			18.31	19.20	20.18	21.18	22.23
E	Purchasing Technician	123	3,691	3,880	4,076	4,280	4,501
			21.29	22.38	23.52	24.69	25.97
B	Records Clerk	41	2,933	3,078	3,233	3,395	3,565
			16.92	17.76	18.65	19.59	20.57
B	Regional Occupational Program Assistant	53	3,340	3,504	3,679	3,864	4,059
			19.27	20.22	21.23	22.29	23.42
E	Safe & Supportive Schools Project Coor.	124	3,784	3,975	4,180	4,389	4,611
			21.83	22.93	24.12	25.32	26.60
E	School Community Liaison	118	3,263	3,429	3,602	3,784	3,975
			18.83	19.78	20.78	21.83	22.93
B	Secretary	61	3,678	3,864	4,058	4,260	4,469
			21.22	22.29	23.41	24.58	25.78
B	Senior Accounting Assistant	73	4,338	4,557	4,785	5,024	5,271
			25.03	26.29	27.61	28.98	30.41
E	Senior Accounting Technician	138	5,347	5,617	5,903	6,202	6,516
			30.85	32.41	34.06	35.78	37.59
E	Senior Buyer	140	5,617	5,903	6,202	6,516	6,843
			32.41	34.06	35.78	37.59	39.48
E	Senior Health Services Technician	135	4,967	5,216	5,480	5,760	6,052
			28.66	30.09	31.62	33.23	34.92
E	Senior Network Computer Specialist	147	6,678	7,016	7,371	7,748	8,137
			38.53	40.48	42.53	44.70	46.94
B	Senior Records Clerk	49	3,173	3,328	3,497	3,672	3,854
			18.31	19.20	20.18	21.18	22.23
E	Student Data Technician	125	3,880	4,076	4,280	4,501	4,729
			22.38	23.52	24.69	25.97	27.28
E	Special Education Technician	126	3,975	4,180	4,389	4,611	4,845
			22.93	24.12	25.32	26.60	27.95
E	Speech/Language Pathology Assistant	135	4,967	5,216	5,480	5,760	6,052
			28.66	30.09	31.62	33.23	34.92
B	Student Services Assistant	49	3,173	3,328	3,497	3,672	3,854
			18.31	19.20	20.18	21.18	22.23
E	Testing Assistant	116	3,108	3,263	3,429	3,602	3,784
			17.93	18.83	19.78	20.78	21.83
E	Testing Technician	123	3,691	3,880	4,076	4,280	4,501
			21.29	22.38	23.52	24.69	25.97

An additional \$ 20.00 to be added to the monthly base pay beginning the 10th year of service.
An additional \$ 60.00 to be added to the monthly base pay beginning the 12th year of service.
An additional \$ 100.00 to be added to the monthly base pay beginning the 15th year of service.
An additional \$ 140.00 to be added to the monthly base pay beginning the 18th year of service.
An additional \$ 230.00 to be added to the monthly base pay beginning the 20th year of service.
An additional \$ 265.00 to be added to the monthly base pay beginning the 23rd year of service.
An additional \$ 300.00 to be added to the monthly base pay beginning the 25th year of service.
An additional \$350.00 to be added to the monthly base pay beginning the 30th year of service.
An additional \$ 400.00 to be added to the monthly base pay beginning the 35th year of service.

Revised 6/22/2023

**LYNWOOD UNIFIED SCHOOL DISTRICT – CLASSIFIED SALARY SCHEDULE
CHAPTER 116 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Effective July 1, 2023

General Information: Most recent salary increase for CSEA: 7/01/2023 (6%), Board Approved 6/22/2023.

• The monthly salary rate is divided by 173.333 and the result rounded off to the nearest whole cent to arrive at the hourly rate.

• NIGHT DIFFERENTIAL: 2.5% will be paid to employees regularly working half or more of assigned time between 5:00p.m.-7:00a.m.

SCH	ACTIVE CLASSIFICATIONS	Range	Step 1	Step 2	Step 3	Step 4	Step 5
E	Accountant	142	6,257	6,574	6,907	7,254	7,622
			36.10	37.93	39.85	41.85	43.97
B	Accounting Technician	80	5,123	5,377	5,648	5,929	6,222
			29.56	31.02	32.58	34.21	35.90
E	After School Program Assistant	116	3,294	3,459	3,635	3,818	4,011
			19.00	19.96	20.97	22.03	23.14
B	ASB Bookkeeper	69	4,509	4,733	4,970	5,218	5,480
			26.01	27.31	28.67	30.10	31.62
B	Attendance Assistant	41	3,109	3,263	3,427	3,599	3,779
			17.94	18.83	19.77	20.76	21.80
B	Benefits Specialist	73	4,598	4,830	5,072	5,325	5,587
			26.53	27.87	29.26	30.72	32.23
E	Benefits/Payroll Analyst	134	5,136	5,394	5,668	5,954	6,257
			29.63	31.12	32.70	34.35	36.10
E	Buyer	132	4,888	5,136	5,394	5,668	5,953
			28.20	29.63	31.12	32.70	34.34
B	Child Care Assistant	39	3,068	3,221	3,382	3,552	3,728
			17.70	18.58	19.51	20.49	21.51
E	College/Career Center Technician	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
E	Computer Lab Assistant	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
E	Data Analyst	135	5,265	5,529	5,809	6,106	6,415
			30.38	31.90	33.51	35.23	37.01
E	District Receptionist	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
B	District Records Technician	49	3,363	3,528	3,707	3,892	4,085
			19.40	20.35	21.39	22.45	23.57
E	Health Services Technician	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
B	Health Technician Vocational Education	75	4,642	4,877	5,119	5,373	5,640
			26.78	28.14	29.53	31.00	32.54
E	Instructional Assistant	114	3,132	3,294	3,459	3,635	3,818
			18.07	19.00	19.96	20.97	22.03
E	Instructional Assistant - Bilingual	116	3,294	3,459	3,635	3,818	4,011
			19.00	19.96	20.97	22.03	23.14
E	Instructional Assistant – Culinary Arts	120	3,635	3,818	4,011	4,214	4,431
			20.97	22.03	23.14	24.31	25.56
E	Instructional Assistant – Recreational Progs	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
E	Instructional Assistant - Special Education	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
E	Instructional Assistant - Special Needs	120	3,635	3,818	4,011	4,214	4,431
			20.97	22.03	23.14	24.31	25.56
E	Instructional Assistant - CLM Specialist I	121	3,726	3,912	4,113	4,321	4,537
			21.50	22.57	23.73	24.93	26.18
E	Instructional Assistant - CLM Specialist II	122	3,818	4,011	4,214	4,431	4,652
			22.03	23.14	24.31	25.56	26.84
E	Instructional Assistant - Engineering & Manufacturing	122	3,818	4,011	4,214	4,431	4,652
			22.03	23.14	24.31	25.56	26.84
E	Instructional Assistant - Health Sciences & Medical Technologies	122	3,818	4,011	4,214	4,431	4,652
			22.03	23.14	24.31	25.56	26.84
E	Instructional Assistant – Technology Ed.	122	3,818	4,011	4,214	4,431	4,652
			22.03	23.14	24.31	25.56	26.84
E	Interpreter/Translator	123	3,912	4,113	4,321	4,537	4,771
			22.57	23.73	24.93	26.18	27.53

SCH	ACTIVE CLASSIFICATIONS	Range	Step 1	Step 2	Step 3	Step 4	Step 5
E	Library Media Assistant	120	3635	3818	4011	4214	4431
			20.97	22.03	23.14	24.31	25.56
B	Media Production Technician	70	4,592	4,824	5,067	5,317	5,584
			26.49	27.83	29.23	30.68	32.22
E	Network Computer Specialist	139	5,809	6,106	6,415	6,742	7,079
			33.51	35.23	37.01	38.90	40.84
E	Network Computer Support Technician	129	4,537	4,771	5,013	5,265	5,529
			26.18	27.53	28.92	30.38	31.90
E	Office Assistant I	117	3,373	3,547	3,726	3,912	4,113
			19.46	20.46	21.50	22.57	23.73
E	Office Assistant II	119	3,547	3,726	3,912	4,113	4,321
			20.46	21.50	22.57	23.73	24.93
E	Payroll Assistant	126	4,214	4,431	4,652	4,888	5,136
			24.31	25.56	26.84	28.20	29.63
B	Payroll Technician	76	4,727	4,963	5,212	5,470	5,743
			27.27	28.63	30.07	31.56	33.13
E	Personnel Specialist	201	5,210	5,469	5,746	6,031	6,331
			30.06	31.55	33.15	34.79	36.53
E	Personnel Technician	200	4,719	4,958	5,207	5,464	5,742
			27.23	28.60	30.04	31.52	33.13
B	Printing/Mail Room Assistant	49	3,363	3,528	3,707	3,892	4,085
			19.40	20.35	21.39	22.45	23.57
E	Purchasing Technician	123	3,912	4,113	4,321	4,537	4,771
			22.57	23.73	24.93	26.18	27.53
B	Records Clerk	41	3,109	3,263	3,427	3,599	3,779
			17.94	18.83	19.77	20.76	21.80
B	Regional Occupational Program Assistant	53	3,540	3,714	3,900	4,096	4,303
			20.42	21.43	22.50	23.63	24.83
E	Safe & Supportive Schools Project Coor.	124	4,011	4,214	4,431	4,652	4,888
			23.14	24.31	25.56	26.84	28.20
E	School Community Liaison	118	3,459	3,635	3,818	4,011	4,214
			19.96	20.97	22.03	23.14	24.31
B	Secretary	61	3,899	4,096	4,301	4,516	4,737
			22.49	23.63	24.81	26.05	27.33
B	Senior Accounting Assistant	73	4,598	4,830	5,072	5,325	5,587
			26.53	27.87	29.26	30.72	32.23
E	Senior Accounting Technician	138	5,668	5,954	6,257	6,574	6,907
			32.70	34.35	36.10	37.93	39.85
E	Senior Buyer	140	5,954	6,257	6,574	6,907	7,254
			34.35	36.10	37.93	39.85	41.85
E	Senior Health Services Technician	135	5,265	5,529	5,809	6,106	6,415
			30.38	31.90	33.51	35.23	37.01
E	Senior Network Computer Specialist	147	7,079	7,437	7,813	8,213	8,625
			40.84	42.91	45.08	47.38	49.76
B	Senior Records Clerk	49	3,363	3,528	3,707	3,892	4,085
			19.40	20.35	21.39	22.45	23.57
E	Student Data Technician	125	4,113	4,321	4,537	4,771	5,013
			23.73	24.93	26.18	27.53	28.92
E	Special Education Technician	126	4,214	4,431	4,652	4,888	5,136
			24.31	25.56	26.84	28.20	29.63
E	Speech/Language Pathology Assistant	135	5,265	5,529	5,809	6,106	6,415
			30.38	31.90	33.51	35.23	37.01
B	Student Services Assistant	49	3,363	3,528	3,707	3,892	4,085
			19.40	20.35	21.39	22.45	23.57
E	English Language Program Technician	116	3,294	3,459	3,635	3,818	4,011
			19.00	19.96	20.97	22.03	23.14
E	English Language Program Specialist	123	3,912	4,113	4,321	4,537	4,771
			22.57	23.73	24.93	26.18	27.53

An additional \$ 20.00 to be added to the monthly base pay beginning the 10th year of service.
An additional \$ 60.00 to be added to the monthly base pay beginning the 12th year of service.
An additional \$ 100.00 to be added to the monthly base pay beginning the 15th year of service.
An additional \$ 140.00 to be added to the monthly base pay beginning the 18th year of service.
An additional \$ 230.00 to be added to the monthly base pay beginning the 20th year of service.
An additional \$ 285.00 to be added to the monthly base pay beginning the 23rd year of service.
An additional \$ 300.00 to be added to the monthly base pay beginning the 25th year of service.
An additional \$350.00 to be added to the monthly base pay beginning the 30th year of service.
An additional \$ 400.00 to be added to the monthly base pay beginning the 35th year of service.

Revised 7/20/2023

APPENDIX B

LONGEVITY COMPENSATION

Anniversary increments are to revised effective November 13, 2019 as follows:

- An additional \$20.00 to be added to the monthly base pay beginning with the tenth (10th) year of service.
- An additional \$40.00 to be added to the monthly base pay beginning with the twelfth (12th) year of service.
- An additional \$100.00 to be added to the monthly base pay beginning with the fifteenth (15th) year of service.
- An additional \$140.00 to be added to the monthly base pay beginning with the eighteenth (18th) year of service.
- An additional \$230.00 to be added to the monthly base pay beginning with the twentieth (20th) year of service.
- An additional \$265.00 to be added to the monthly base pay beginning with the twenty- third (23rd) year of service.
- An additional \$300.00 to be added to the monthly base pay beginning with the twenty- fifth (25th) year of service.
- An additional \$350.00 to be added to the monthly base pay beginning with the thirtieth (30th) year of service.
- An additional \$400.00 to be added to the monthly base pay be beginning with the thirty- fifth (35th) year of service.

APPENDIX C

CALIFORNIA EDUCATION CODE SECTIONS

Education Code "44810" Willful interference with classroom conduct

"(a) Every minor over 16 years of age or adult who is not a pupil of the school, including but not limited to any such minor or adult who is the parent or guardian of a pupil of the school, who comes upon any school ground or into any schoolhouse and there willfully interferes with the discipline, good order, lawful conduct, or administration of any school class or activity of the school, with the intent to disrupt, obstruct, or to inflict damage to property or bodily injury upon any person, is guilty of a misdemeanor.

(b) A violation of subdivision (a) shall be punished as follows:

- (1) Upon the first conviction, by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both the fine and imprisonment.*
- (2) Upon a second conviction, by imprisonment in a county jail for a period of not less than 10 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars (\$1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 10 days in a county jail.*
- (3) Upon a third or subsequent conviction, by imprisonment in a county jail for a period of not less than 90 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars (\$1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 90 days in a county jail.*
- (4) Upon a showing of good cause, the court may find that for any mandatory minimum imprisonment specified by paragraph (2) or (3) of this subdivision, the imprisonment shall not be imposed, and the court may grant probation, or the suspension of the execution or imposition of the sentence."*

Education Code "48904": Liability of parent or guardian for willful pupil misconduct; withholding of grades, diplomas and transcripts; voluntary work program.

"(a) (1) Notwithstanding Section 1714.1 of the Civil Code, the parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employee, shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed ten thousand dollars (\$10,000), adjusted annually for inflation. The parent or guardian shall be liable also for the amount of any reward not exceeding ten thousand dollars (\$10,000), adjusted annually for inflation, paid pursuant to Section 53069.5 of the Government Code. The parent or guardian of a minor shall be liable to a school district or private school for all property belonging to the school district or private school loaned to the minor and not returned upon demand of an employee of the school district or private school authorized to make the demand.

(2) The Superintendent annually shall compute an adjustment of the liability limits prescribed by this subdivision to reflect the percentage change in the average annual value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the prior fiscal year. The annual adjustment shall be rounded to the nearest one hundred dollars (\$100).

(b) (1) Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the school district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in subdivision (a).

APPENDIX D

PROFESSIONAL DEVELOPMENT GRANT AB1808

MEMORANDUM OF UNDERSTANDING (MOU)

between

LYNWOOD UNIFIED SCHOOL DISTRICT (DISTRICT)

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

And its

LYNWOOD CHAPTER #116

PROFESSIONAL DEVELOPMENT BLOCK GRANT FUNDING (AB 1808)

The Lynwood Unified School District ("District") and the California School Employees Association and its Lynwood Chapter #116 ("CSEA"), together referred to as the "Parties", hereby agree to the following to meet the requirements of AB 1808:

The amount paid in this apportionment reflects 100 percent of the entitlement calculated for each eligible County Office of Education, school district, and charter school (both local and direct funded). Entitlements are allocated to each eligible local educational agency (LEA) at a rate of \$177.19 per full-time equivalent (FTE) of classified staff, as reported in the California Basic Educational Data System in fiscal year 2017-18.

Lynwood Unified School District received \$100,199 and shall expend funds received for any purpose described in Education Code Section 45391, with priority being for professional development for the implementation of school safety plans, as set forth in Education Code 32280.

1. Block Grant Funding (AB 1808) Committee shall be established with 3 CSEA appointed members and 3 District appointed members.
2. The Block Grant Funding (AB 1808) Committee shall meet no later than October 31, 2019 to establish the following:
 - A) Block Foundation Grant (AB 1808) Committee
 - B) CSEA's allocation of funds based on unit FTE as of 17-18 school year.
 - C) Jointly identify opportunities for CSEA Classified employees to be made available during the 19-20 school year and expended from the allocated funds.
 - D) Jointly review training needs and interest for the Block Grant Funding.

Lynwood Unified School District (LUSD)

California School Employees Association (CSEA)



9/13/19



09/13/19

Dr. Brian Lucas
Assistant Superintendent of
Human Resources

Date

Mitchell Martinez
President, CSEA Lynwood #116

Date



9/13/19

Brittney Coleman
Labor Relations Representative

Date

APPENDIX E

INSTRUCTIONAL CALENDARS

2022-2023

LYNWOOD UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2022-2023

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Teaching Days	Legal Holiday
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri		
First School Month Aug. 01 – Aug. 26	Aug. 01 02 03 04 05					08 09 10 11 12					WD WD @ 15 16 17 18 19					22 23 24 25 26					8	0
Second School Month Aug. 29 – Sept. 23	Sept. 29 30 31 01 02					* 05 06 07 08 09					12 13 14 15 16					19 20 21 22 23					19	1
3rd School Month Sept. 26 – Oct. 21	26 27 28 29 30					Oct. 03 04 05 06 07					M WD 10 11 12 13 14					GD 17 18 19 20 21					19	0
4th School Month Oct. 24 – Nov. 18	24 25 26 27 28					Nov. <Parent Conference Week> 31 01 02 03 04					* 07 08 09 10 11					14 15 16 17 18					19	1
5th School Month Nov. 21 – Dec. 16	X X X * * 21 22 23 24 25					Dec. 28 29 30 01 02					05 06 07 08 09					M 12 13 14 15 16					15	2
6th School Month Dec. 19 – Jan. 13	X X X X * 19 20 21 22 23					* X X X X 26 27 28 29 30					Jan. * X X X X 02 03 04 05 06					WD 09 10 11 12 13					4	3
7th School Month Jan. 16 – Feb. 10	* GD 16 17 18 19 20					23 24 25 26 27					Feb. <Parent Conference Week> 30 31 01 02 03					06 07 08 09 10					19	1
8th School Month Feb. 13 – Mar. 10	13 14 15 16 17					* 20 21 22 23 24					Mar. 27 28 01 02 03					06 07 08 09 10					18	2
9th School Month Mar. 13 – Apr. 07	WD 13 14 15 16 17					M 20 21 22 23 24					* 27 28 29 30 31					Apr. GD 03 04 05 06 07					17	2
10th School Month Apr. 10 – May 05	<< Spring Break Week >> X X X X X 10 11 12 13 14					17 18 19 20 21					24 25 26 27 28					May 01 02 03 04 05					15	0
11th School Month May 08 – Jun 02	08 09 10 11 12					15 16 17 18 19					22 23 24 25 26					* Jun. 29 30 31 01 02					19	1
12th School Month Jun 05 – Jun. 30	05 06 07 08 09					GD/M @ --- --- 12 13 14 15 16					X --- --- --- 19 20 21 22 23					--- --- --- --- --- 26 27 28 29 30					8	0
															TOTAL					180	13	

WD - Teacher Work Day @ = First Day/Last Day of School X = Local Holiday M = Minimum Day * = Legal Holiday GD = Grades Due

Deana Hawkins 3/28/22 *Alenda Stoll 4/1/22* *Jonal Coover*

Revised March 16, 2022

2023-2024

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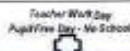


Lynwood Unified School District 2023-2024 Instructional Calendar



Diana Hawkins

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JULY 2023 - 4th - Independence Day
Days Taught: 12

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
23	25	26	27	28
31				

JANUARY 2024 - 6th School Month: 01/01/2024-01/31/2024
Days Taught: 18

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1st - New Years Day Holiday
2nd - Admissions Day
3rd - 5th - Winter Recess
8th - Pupil Free Day - No School
15th - Martin Luther King Jr. Holiday
16th - Grades Due
29th - 31st - Parent Conference Week

AUGUST 2023 - 1st School Month: 08/14/2023-08/31/2023
Days Taught: 12

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

14th - 15th - Teacher Work Day
16th - First Day of School

FEBRUARY 2024 - 7th School Month: 02/01/2024-02/29/2024
Days Taught: 19

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

1st - 2nd - Parent Conference Week
16th - Lincoln Holiday (Observed)
19th - Washington Holiday

SEPTEMBER 2023 - 2nd School Month: 09/01/2023-09/29/2023
Days Taught: 20

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4th - Labor Day

MARCH 2024 - 8th School Month: 03/01/2024-03/29/2024
Days Taught: 19

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22nd - Minimum Day
25th - Pupil Free Day - No School
29th - Good Friday

OCTOBER 2023 - 3rd School Month: 10/02/2023-10/31/2023
Days Taught: 21

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

6th - Minimum Day
9th - Pupil Free Day - No School
16th - Grades Due
30th - 31st - Parent Conference Week

APRIL 2024 - 9th School Month: 04/01/2024-04/30/2024
Days Taught: 16

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st - Cesar Chavez Holiday
2nd - Grades Due
8th-12th - Spring Break Recess

NOVEMBER 2023 - 4th School Month: 11/01/2023-11/30/2023
Days Taught: 16

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1st - 3rd - Parent Conference Week
10th - Veteran's Day
20th-22nd - Thanksgiving Break
23rd-24th - Thanksgiving Holiday

MAY 2024 - 10th School Month: 05/01/2024-05/31/2024
Days Taught: 22

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

27th - Memorial Day

DECEMBER 2023 - 5th School Month: 12/01/2023-12/29/2023
Days Taught: 11

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15th - Minimum Day
18th-29th - Winter Recess
25th - Christmas Holiday

JUNE 2024 - 11th School Month: 06/03/2024-06/12/2024
Days Taught: 8

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

12th - Last Day of School / Grades Due
21st - Juneteenth Holiday (Observed)

1st Semester 80 Days

2nd Semester 100 Days

2024-2025

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Lynwood Unified School District 2024-2025 Instructional Calendar



Diana Hawkins

Small text

- Teacher Work Day
Pupil Free Day - No School
- First/Last Day of School
- Local Holiday
- Mid-year Day
- Legal Holiday
- Grades Due
- Parent Conference Week

JULY 2024 - 4th - Independence Day

M	TU	W	TH	F
			4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY 2025 - 6th School Month: 01/01/2025-01/31/2025
Days Taught: 18

M	TU	W	TH	F
6	7	1	2	3
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - New Years Day Holiday
2nd - 3rd - Winter Recess
5th - Pupil Free Day - No School
13th - Grades Due
20th - Martin Luther King Jr. Holiday
27th - 31st - Parent Conference Week

AUGUST 2024 - 1st School Month: 08/14/2024-08/30/2024
Days Taught: 13

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12th - 13th - Teacher Work Day
14th - First Day of School

FEBRUARY 2025 - 7th School Month: 02/03/2025-02/28/2025
Days Taught: 14

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

14th - Lincoln Holiday (Observed)
17th - Washington Holiday

SEPTEMBER 2024 - 2nd School Month: 09/02/2024-09/30/2024
Days Taught: 20

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2nd - Labor Day

MARCH 2025 - 8th School Month: 03/03/2025-03/31/2025
Days Taught: 19

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

21st - Minimum Day
24th - Pupil Free Day - No School
31st - Cesar Chavez Holiday

OCTOBER 2024 - 3rd School Month: 10/01/2024-10/31/2024
Days Taught: 22

M	TU	W	TH	F
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4th - Minimum Day
7th - Pupil Free Day - No School
14th - Grades Due
28th - 31st - Parent Conference Week

APRIL 2025 - 9th School Month: 04/01/2025-04/30/2025
Days Taught: 16

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

1st - Grades Due
18th - Good Friday
14th - 21st - Spring Break Recess

NOVEMBER 2024 - 4th School Month: 11/01/2024-11/29/2024
Days Taught: 15

M	TU	W	TH	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st - Parent Conference Week
11th - Veteran's Day
25th-27th - Thanksgiving Break
28th - 29th - Thanksgiving Holiday

MAY 2025 - 10th School Month: 05/01/2025-05/31/2025
Days Taught: 21

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

26th - Memorial Day

DECEMBER 2024 - 5th School Month: 12/02/2024-12/31/2024
Days Taught: 12

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

13th - Minimum Day
15th - 31st - Winter Recess
24th - Admissions Day
25th - Christmas Holiday

JUNE 2025 - 11th School Month: 06/02/2025-06/30/2025
Days Taught: 8

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

11th - Last Day of School / Grades Due
20th - Juneteenth Holiday (Observed)

1st Semester 80 Days

2nd Semester 100 Days

2025-2026

Michelle Smith
Diana Hawkins
Paula Green

Lynwood Unified School District 2025-2026 Instructional Calendar																																																																									
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1st Semester 79 Days

2nd Semester 101 Days

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Between

Lynwood Unified School District ("District") and California School
Employees Association and Its CSBA Chapter #116 ("CSEA")

March 7, 2019

BACKGROUND: Competent Learner Model (CLM) Program for Students with Autism

The Competent Learner Model (CLM) is a multi-component, research validated, instructional package containing solutions for solving the major problems faced by educators and parents of children with autism and other significant learning challenges.

The District has utilized the CLM program for several years. The CLM program is expected to expand with a growing number of students who will need services. The staffing of qualified and trained Classified CLM support staff is a critical component in meeting the special needs of students.

CRITICAL STAFFING SHORTAGES OF QUALIFIED CLASSIFIED SUPPORT PERSONNEL:

Recent years have presented significant challenges with recruiting, training and retaining qualified classified support staff to fill critical positions in CLM classrooms. While temporary Classified staff assignments have been used to support the CLM classroom teachers, it is necessary to reassess long term staffing strategies. The projected increase in the number of students with autism and other significant learning challenges who would be eligible for CLM classroom placements make it even more critical to utilize new staffing tools. This MOU is a joint effort on the part of CSEA and the District to support CLM Classified staffing needs.

INCUMBENT CLM CLASSIFIED STAFF OPTIONS:

Option 1-Grandparenting CLM classification: Incumbent Classified CSEA employees in CLM Entry, CLM I and CLM II classifications will remain in these classes with existing salary range allocations until the positions are vacated or another plan is negotiated with CSEA. Existing employees retain due process provisions applicable to permanent Classified employees.

A CLM compensation differential percentage will apply to the CLM classifications as follows:

- CLM Entry Range 120, compensation differential: +7.5%
- CLM I Range 121, compensation differential: +5%
- CLM II Range 122, compensation differential: +2.5%

These compensation differentials will approximately equalize existing CLM classes with new employees hired under new staffing provisions. The differentials for CLM classifications above are effective beginning on April 1, 2019. This option may have advantages to incumbent's rights to remain in CLM classes under some circumstances.

Option 2: All CLM classification incumbents may elect to voluntarily demote to Instructional Assistant-Special ("IA-SN") and bring their seniority hire date down to IA-SN. The compensation differential will be +7.5% for CLM incumbents who elect voluntary demotion to IA-SN. This option has some displacement right advantages due to seniority status in a larger classification in some circumstances.

HR will meet with all CLM incumbents to provide more information about Options 1 or 2 and CSEA will assist incumbents with final selection.

NEW HIRE CLM CLASSIFIED STAFF PROVISIONS

Upon the full execution of this MOU, the District will begin the use of the following staffing provisions for the CLM program:

- 1. The standard instructional aide classification used for CLM classes will be IA-SN Range 120. The District will begin immediately to establish a sufficient number of regular IA-SN positions to support the CLM program.**
- 2. An additional compensation differential of +7.5% will be applied to regular employees in the IA-SN classification who are assigned by the District to work in a CLM classroom.**
- 3. Regular IA-SN employees in the District will be asked if they are interested in being considered for the CLM classroom positions with the additional compensation differential. The District will determine if a regular IA-SN's request to work in the CLM classroom is approved based on the needs of the program and facilitate placement. The placement of a regular employee to an IA-SN position in a CLM classroom is voluntary.**
- 4. Regular positions that are not filled by existing regular IA-SNs will be filled from an Eligibility List in accordance with Merit System provisions.**
- 5. New employees hired as regular IA-SNs from an Eligibility List will receive the additional compensation differential of +7.5% only if assigned to a CLM classroom.**
- 6. The District may administratively transfer regular (probationary/permanent) employees who are in IA-SN CLM positions to other IA-SN positions in the District if necessary based on the needs of the CLM program. The additional compensation differential only applies to IA-SNs who are currently assigned to CLM classroom positions.**
- 7. Informational Note: Non-bargaining unit limited term employees are not eligible for an additional compensation differential.**

NEW IA-SN CLM CLASSIFIED STAFF TRAINING PROVISIONS AND EXTRA PAY

The effectiveness of CLM program for students with autism and other significant learning challenges is dependent on a structured training model for the Classified support staff in the CLM classroom. The District recognizes that it is not practical to complete some required training during normal working hours.

The required two (2) year training program requirements for all new IA-SN employees assigned to CLM classroom positions are:

Online Hours:

Unit 0- 2 hours

Unit 1-8 -4 hours each (total= 32 hours)

Unit 9A1-3, 9A4, 9A5-7, 9B, 10, 11, 12 - 6 units each (total= 42 hours)

Total 74 hours of training

The preapproved bank of extra pay hours (non-overtime) to complete required training outside of normal assigned hours is:

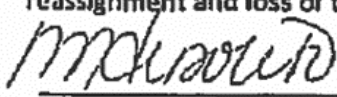

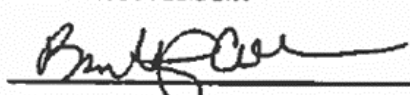
50 hours--Year 1 (Includes online and checkout time)

50 hours--Year 2 (Includes online and checkout time)

20 hours per year is allocated for classroom activity preparation outside of normal assigned hours.

(Note: Extra duty hours must be authorized by the supervisor and submitted through normal payroll channels for compensation.)

A training module completion log will be maintained by the CLM administrator. Failure to complete training requirements in accordance with District requirements may result in reassignment and loss of the additional compensation differential.

	, 3/7/2019		, 3/8/2019
Nancy Hipolito	Date	Diana Hawkins	Date
Assistant Superintendent, Human Resources		CSEA Vice President	
			, 3/11/19
		Brittney Coleman	Date
		CSEA Labor Representative	

(Subject to Board Approval on March 14, 2019)

APPENDIX G

MEMORANDUM OF UNDERSTANDING (MOU)

between

LYNWOOD UNIFIED SCHOOL DISTRICT (DISTRICT)

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

And its

LYNWOOD CHAPTER #116

RECLASSIFICATION AND SALARY STUDIES

July 1, 2019-June 30, 2022

The Lynwood Unified School District ("District") and the California School Employees Association and its Lynwood Chapter 116 ("CSEA"), together referred to as the "Parties" hereby agree to the following:

The intent of this "MOU" is to assure that:

1. A CSEA full unit reclassification and compensation study is completed by June 30, 2022, to assure currency in District needs for employees, competitive qualifications, and compensation of employees;
2. Unit members perform duties within the scope outlined in their job descriptions;
3. Clear, consistent, equitable processes are utilized for changes in unit members' job descriptions, compensation, and assigned job classifications;
4. Ensure Collaborative processes to make such changes;
5. Equitable treatment is provided for all unit members, including opportunities to participate in the reclassification process;
6. Adequate timelines are established to prevent unnecessary delays that may result, intentionally or unintentionally, in improper alignment of the unit member's duties and compensation with that specified in their job descriptions;

The District shall request a reclassification and salary study for the entire bargaining unit pursuant Personnel Rule 30.300 and 70.100.2 no later than November 30, 2019.

The Reclassification Committee shall meet no later than January 2020 to establish the process for selecting a consultant group to conduct the unit reclassification and compensation study.

The District agrees to hire and retain a mutually agreed upon consultant group no later than June 30, 2020. Recommendations provided at the conclusion of the reclassification and compensation study shall be subject to negotiations.

This MOU shall be in effect until June 30, 2022, unless extended by mutual agreement.

Lynwood Unified
School District (LUSD)

Brian Lucas 9/13/19

Dr. Brian Lucas Date
Assistant Superintendent of
Human Resources

California School
Employees Association (CSEA)

Mitchell Martinez 9/13/19

Mitchell Martinez Date
President, CSEA Lynwood #116

Brittney Coleman 9/19/19

Brittney Coleman Date
Labor Relations Representative