AGREEMENT between the

LAWNDALE ELEMENTARY SCHOOL DISTRICT (LESD) and the

LAWNDALE FEDERATION OF CLASSIFIED EMPLOYEES (LFCE)

LOCAL 4529, AFT, AFL-CIO

JULY 1, 2025 through JUNE 30, 2028

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Article 1: RECOGNITION

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

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

Article 2: DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, provided, however, that the District will meet and negotiate with the Federation over the impact of such action where in the judgment of the District the results would have a substantial long-term and continuous impact on unit members' stated job responsibilities; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

2.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, to wit: An act of God, an unforeseeable circumstance requiring immediate attention, or unit member work action or work stoppage. The initial determination of whether or not an emergency exists is within the discretion of the Board.

2.4 The District shall not contract out classified service jobs in favor of contracting with an outside agency, subject to first meeting and negotiating with the Federation.

2.4.1 The Parties agree the District may contract with a third-party vendor and/or use certificated substitutes in the state preschool program to perform bargaining unit services to the extent necessary to fill vacant positions during the school year subject to the following: prior to the start of each school year and mid-way through each school year, the Assistant Superintendent of Human Resources shall meet with the Federation President. Additional meeting may be mutually agreed to. The purpose of the meeting will be to exchange the following information: 1) the number of classified vacancies; 2) the number of positions filled with a contracted substitute; 3) update on recruitment efforts to fill vacancies; and 4) to receive feedback on the contracted substitutes.

Article 3: GRIEVANCE PROCEDURE

3.1 DEFINITIONS

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

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

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

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

3.2 INFORMAL LEVEL

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

3.3 FORMAL LEVEL

3.3.1 LEVEL I

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

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

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

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

3.3.2 LEVEL II

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

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

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

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

3.3.3 LEVEL III

In the event the grievant is not satisfied with the decision at Level II, the grievant may submit a request in writing to the Superintendent and to the Federation for grievance mediation. As soon as possible, and in any event not later than ten (10) days after the District receives written notice of the Federation's desire to mediate, the parties shall attempt to agree upon a mediator.

If no agreement is reached, the parties shall request the California State Mediation & Conciliation Service to supply a panel of five (5) names of mediators. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the mediator. The order striking shall be determined by lot.

The District and the Federation shall equally bear the fees and expenses of the mediator and mediation. All other expenses shall be borne by the party incurring them.

3.3.4 LEVEL IV

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

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

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

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

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

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

The arbitrator shall not have authority to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

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

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

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

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

3.4 GENERAL PROVISIONS

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

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

Article 4: EMPLOYEE RIGHTS

4.1 The District and Federation recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative rights of unit members to refuse to form, join and participate in employee organization activities.

4.2 Unit members shall not be required, as a condition of employment to pay dues and/or fees to any organization that they have not freely and voluntarily joined. However, any unit member may sign and deliver to the District a LFCE Membership Authorization Form.

4.3 Unit members shall receive copies of all derogatory material placed in their personnel file within a reasonable period of time and shall be given an opportunity of attaching a written response to such derogatory material within five (5) work days of receipt prior to placement in the personnel file.

4.3.1 Information of a derogatory nature which is placed in the unit member's personnel file shall be signed and dated.

4.4 Unit members shall have the right to inspect their personnel files during non-working time unless released by their immediate supervisor.

4.4.1 Upon written authorization of the unit member, a non-unit member Federation representative may inspect the unit member's personnel file, to the extent permitted by law, during normal business hours.

4.5 Neither the Federation nor the District shall unlawfully discriminate against any unit member in the application of specific provisions contained in the Agreement on the basis of race, religion, sex, color, creed, age, national origin or physical handicap, union activities or affiliation. Violation of this provision shall not be subject to the arbitration procedure contained in Article 3 unless no other administrative procedure exists. Administrative procedure for the purpose of this provision shall mean State and/or Federal agencies with jurisdiction over discrimination issues: DFEH, EEOC, State Dept. of Education, PERB.

4.6 Unit members shall have the right to be represented by the Federation at meetings with District management that concern possible disciplinary action.

4.7 Surveillance cameras are installed across District campuses for the primary purpose of enhancing the security and safety of District students, staff, ad property. The District shall not use surveillance cameras for the sole purpose of monitoring a unit member's work or work habits absent reasonable cause. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy such as restrooms and locker rooms. The District may use the security cameras to investigate matters of safety

or security, or to establish the truth of a disputed issue of fact in an investigation. In such cases, the affected unit member and LFCE may access the footage or data upon request.

Article 5: PAYROLL DEDUCTIONS

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

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

Article 6: COMPENSATION AND BENEFITS

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

Two percent (2%) salary increased to all classified salary schedules effective July 1, 2025.

Effective October 1, 2025, the District shall increase its contribution to the total aggregate pool towards medical health benefits for eligible District employees by $75,000.

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

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

6.3 Unit members who are required by the District based on their job descriptions to use their personal automobiles in the performance of regular duties and who have received prior written authorization from the appropriate District manager, shall be paid according to Article 6.9. Unit members regularly assigned to work at more than one site on a daily basis shall receive mileage reimbursement between sites, in accordance with Article 6.10.

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

1. Painter, two (2) uniforms plus four (4) white painter shirts and four (4) painter overalls.
2. Warehouse Unit Members, three (3) uniforms plus two (2) matching uniform jackets.
3. Grounds and Maintenance employees shall receive six (6) uniforms, which shall consist of six (6) shirts and six (6) pants. Employee uniforms may be requested in the event a uniform becomes unwearable due to wear and tear.
4. Rain gear will be supplied for applicable maintenance and food service personnel, every two years.
5. District caps will be provided to maintenance employees. The design and style shall be subject to mutual agreement between the District and the Federation.
6. R.A.P employees shall receive five (5) shirts annually, and one (1) water resistant jacket every two (2) years.
7. Food Services Staff, Health Clerks, Maintenance, Grounds, and Custodial employees shall have the option to purchase work boots or comfortable working shoes from a District-approved vendor in lieu of three (3) articles of District issued shirts and pants. The amount not to exceed one hundred, twenty dollars ($120.00).
8. Health Clerks shall receive five (5) uniforms, which shall consist of five (5) shirts

and five (5) pants.

9. Instructional Assistants shall be provided protective arm guards when requested through the Special Education Department.
10. Student Supervision Assistants shall receive one (1) water-resistant jacket every two (2) years

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

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

6.5 Unit members shall receive a longevity increment of $160.00 per month upon the completion of their 15, 20, 25, 30, and 35 full years of service, effective July 1, 2025, which shall be compounded. This effective date in this provision shall not create a past practice or precedent.

6.6 Effective July 1, 2024 the District Superintendent or designee may designate two (2) classified unit members as bilingual interpreter(s) per school site each year to provide additional bilingual support services as needed. Such designated unit member shall receive a stipend of $35 monthly for providing such services. Appropriate testing to qualify for these positions shall be established and administered by the District. This provision shall not apply to bargaining unit positions with assigned bilingual duties per the applicable job description.

6.7 The District shall establish a non-accumulative account not to exceed $3,000.00 per year for purposes of reimbursing unit members for the cost of tuition, books, and/or fees for enrollment in courses and seminars taken for career enrichment which relate to the improvement of their job performance. Allocation of any portion of these funds shall not exceed $1,000.00 per unit member per year, and shall be subject to prior approval by the District and contingent upon conditions and procedures developed between the District and Federation. Unused funds in excess of the annual allocation of $3,000.00 shall be accumulated from year to year not to exceed $9,000.00. The Classified Career Enrichment Review Committee shall allocate these funds for staff development programs. Upon Federation request, the District shall meet periodically to discuss staff development programs that will be funded with unused funds as described above.

6.8 Unit members employed by the District on or after February 22, 2011 will be eligible for Health Benefits if regular assignment is for a minimum of 6 (six) hours per day and 30 (thirty) hours per week.

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

of Trustees.

6.10 Classified Mileage Allowance

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

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

Retiree Benefits

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

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

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

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

IRC SECTION 125 PREMIUM ONLY PLAN

6.12 District shall implement an IRC Section 125 “premium-only plan” for unit members.

Waiver Health Benefits

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

6.13.1 $1,800 each year for full time unit members who previously waived medical benefits on December 31, 2016 and elect to continue to waive medical benefits beginning in the 2017 insurance year; and for each successive year

the waiver is in effect. This waiver amount shall default to 6.13.2 in the event the employee drops the waiver in any given year.

6.13.2 $1,000 each year for full time unit members who are not eligible under 6.13.1 and elect to waive medical benefits beginning in the 2017 insurance year; and for each successive year the waiver is in effect.

6.13.3 Additional $100 each year for full time unit members who waive District vision and dental coverage as well as medical benefit under 6.13.1 or 6.13.2 above; and for each successive year the waiver is in effect.

6.13.4 Any funds captured by 6.13.3 shall be applied toward the medical benefit contribution pool for that insurance year only.

6.13.5 In the event a unit member who elected cash payment in lieu of District medical, dental, or vision benefits provides proof to the satisfaction of the District that his/her coverage under another benefit plan has lapsed and the reason(s) for the lapse constitute a Qualifying Life Event under the Health Insurance Portability and Accountability Act (HIPPA), the unit member may enroll in a District-provided plan at any time during the year upon the approval of the Insurance Carrier(s) and forfeits the cash in lieu payment.

Article 7: HOURS

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

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

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

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

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

7.4 The work year for School Office Managers and School Office Clerks shall be based upon eleven (11) calendar months. Their work year shall begin on Monday, two weeks before the start of the instructional school year, and shall end on the last work day of June. The work year for 10, 11, and 12-month unit members shall be based upon calendar months, and shall accrue vacation and sick leave in accordance with Article 8.

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

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

7.7 At the start of each school year, the District shall determine the starting and ending times of a unit member's work day. Any subsequent change(s) in work hours within the same school year shall be at the discretion of District management following consultation with the mutual agreement of the affected unit member(s). Each unit member shall be assigned a regular minimum number of hours per day; this provision only applies to starting and ending times.

7.8 In the event the district implements year-round scheduling, the district and Federation shall re-open negotiations to address alternative work hours.

7.9 Overtime work assignments shall be continuously rotated beginning with the most senior employee by classification at each site and/or department, except where the District determines that one or more of the following considerations apply:

- Specialized skills
- Needs for continuity of a project
- Individual student needs

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

7.10 Upon request, a reclassification review of a current classification shall be conducted if such a review has not been conducted for that classification or individual during the immediate prior three years.

Mandated Trainings

7.11 All unit members are required to complete mandated trainings within the first six (6) weeks of the school year. For 10 and 11- month unit members who work less than six (6) hours per day, the District will provide up to ten (10) additional hours of paid time at the unit member's regular hourly rate, only as needed, to complete the trainings as follows:

7.11.1 Full-Time Employees (More than 6 hours per day): Supervisors will schedule time during the regular workday for the unit members to complete mandated trainings.

7.11.2 Full-Time Employees (Exactly 6 hours per day):

a) Supervisors will schedule time during the regular workday for employees to complete mandated trainings.

b) If supervisors are unable to schedule time during the workday, unit members may complete up to 2 hours of training outside of their workday, per day, until completion.

7.11.3 Part-Time Employees (Less than 6 hours per day):

a) Supervisors will schedule time during the regular workday for employees to complete mandated trainings.
b) If supervisors are unable to schedule time during the workday, unit members may complete trainings outside of their regular workday. The additional time, when added to their regular work day, must not exceed eight (8) hours on a given day.

7.12 Back-to-School Night. Attendance at Back-to-School night is optional unless directed to attend by their immediate supervisor. For those who elect to attend Back-to-School Night, they must first obtain prior written approval from their supervisor and may have up to one hour of District-paid time.

Article 8: LEAVES

8.1 Personal Illness and Injury Leave

8.1.1 Full-time unit members shall be entitled to twelve (12) days leave with full pay for each fiscal year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the twelve (12) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

8.1.2 After all earned leave as set forth in 8.1.1 above and all accumulated sick leave as described in 8.1.3 below is exhausted, including compensating time, vacation or other paid leave, additional non-accumulated leave shall be available for a period, not to exceed five (5) calendar months, provided that the provisions of 8.1.4 below are met. The five (5) month period shall begin on the tenth (10) day of absence due to illness or injury. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave.

8.1.3 If a unit member does not utilize the full amount of leave as authorized in 8.1.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.

8.1.4 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying the presence of a personal illness or injury and/or a medical authorization to return to work after more than 3 consecutive days of absence. The District reserves the right to require the unit member be examined by the physician selected and paid for by the District to verify the presence of an illness or injury and/or the ability to return to work. If the report concludes that the absence is not due to the presence of a personal illness or injury, or that the presence of the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. Notwithstanding the above, in circumstances where the District suspects an abuse of sick leave, the District may require a unit member to present a medical doctor’s certificate substantiating the illness or injury.

8.1.5 Whenever possible, unit members must contact their immediate supervisor and the District automated absence reporting system in advance of taking such leave. Failure to provide advance notice, when possible, shall be grounds for denial of leave with pay or other disciplinary action.

8.1.6 Deduction from accumulated leave due to absence shall be computed on an hourly time basis.

8.2 Personal Necessity Leave

8.2.1 Leave which is credited under 8.1.1 of this Article may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any fiscal year.
The Superintendent or designee may at his/her sole discretion, grant personal necessity days in addition to the seven (7) days specified herein, for extraordinary personal necessities.

8.2.2 For purposes of this provision personal necessity shall be limited to: (a) Death or serious illness of a member of the unit member's immediate family; (b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) Or other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience for matters which can be taken care of outside the work hours, or for the extension of a holiday or a vacation period, or for recreational activities; (d) appearance in court as a litigant.

8.2.2.1 Unit members may use up to 2 of the 7 personal necessity days referred to in paragraph 8.2.1 above, for purposes of personal business. Such personal business days shall not be subject to prior District approval and may not be used for the purpose of extending a holiday, vacation or for recreational activities.

8.2.3 Before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "(a)" and "(b)" in section 8.2.2 above.

8.2.4 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 8.2.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

8.2.5 Ten-month unit members who are within their first seven (7) years of employment with the District may elect to use personal necessity leave on two (2) pupil-free unpaid days and unpaid spring break days without prior written approval. Such days shall be deducted from available sick leave (consistent with 8.2.1) but shall not preclude affected unit members from using personal necessity or personal business as provided in this section.

8.3 Bereavement Leave

8.3.1 To the extent required by law, a unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of their immediate family. To qualify, the unit member must have been employed by the District for at least thirty (30) days.

8.3.2 For purposes of this provision an immediate family member shall be mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, parent of dependent minor, son, son-in-law, daughter, daughter-in-law, stepchild, brother or sister of the employee or any relative living in the immediate household of the employee.

8.3.3 For extraordinary circumstances, the Superintendent or designee may at his/her sole discretion extend bereavement leave to individuals not covered by this section.

8.3.4 In addition to bereavement leave, unit members may utilize applicable personal necessity leave under Section 8.2.2.

8.4 Leave for Pregnancy Disability

Eligible unit members are entitled to take pregnancy disability leave in accordance with state and federal laws and as provided below. Such leaves may include, but are not limited to, the following statutory leave rights:

A. Family and Medical Leave Act (FMLA) (which may run concurrently with CFRA)
B. Pregnancy Disability Leave (PDL) (which runs concurrently with FMLA)

8.4.1 Unit members are entitled to use accumulated sick leave as set forth in 8.1.1 and 8.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and related medical conditions. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above and in accordance with applicable law. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

8.4.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or related medical conditions when sick leave as set forth in 8.1.1 and 8.1.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

8.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.4.4 Pregnancy disability leave under this section runs concurrently with California's Pregnancy Disability Leave (PDL) and the Family and Medical Leave Act (FMLA).

8.5 Child Bonding/Parental Leave

Unit members are entitled to take parental/bonding leave in accordance with state and federal laws. Such leaves may include, but are not limited to, the following statutory leave rights:

A. Family and Medical Leave Act (FMLA) (which may run concurrently with CFRA).
B. California Family Rights Act (CFRA) (which may run concurrently with FMLA).

8.5.1 Effective January 1, 2017, unit members shall be entitled to parental leave as set forth in this section, and in accordance with applicable law.

8.5.2 For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or related medical conditions.

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

8.5.4 When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave. Effective January 1, 2019, a unit member shall be entitled to difference pay or fifty percent (50%) pay, whichever is greater, for the remainder of the 12-week leave. The unit member must give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave except for extenuating circumstances outside the Unit Members control.

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

8.5.6 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA) and Education Code Section 45196.1. The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

8.6 Reproductive Loss Leave

A unit member shall be entitled to a maximum of five (5) days leave of absence following a reproductive loss. This leave must be completed within 3 months of the reproductive loss event. Reproductive loss event means a day or, for a multiple-day event, the final day of a

failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If a unit member experiences multiple reproductive losses, they may utilize a maximum of twenty (20) days of leave within a 12-month period. If both parents suffering a reproductive loss are employed by the District, they are each entitled to utilize up to five (5) days of leave. Such leave is unpaid unless unit members elect to use personal leave and/or accrued and available sick leave - in cases of reproductive loss up to five (5) days.

8.7 Industrial Accident Leave

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

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

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

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

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

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

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

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

8.8 Judicial Leave

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

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

8.9 Military Leave

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

8.10 Vacation Leave

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

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

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

8.10.3 Unit members shall be granted an additional three (3) working days of vacation with pay after completing their fourth year of continuous employment with the District. For each additional full year of continuous employment up to a maximum of five (5) years thereafter, one (1) additional day shall be granted. Unit members shall be granted an additional five (5) working days of vacation with pay after completing the twenty-fourth 24th and twenty-nineth 29th year of continuous employment with the District.

8.10.4 For unit members, vacation may be taken at any time during the school year with the prior approval of the immediate supervisor or designee. All vacation requests must be submitted in writing at least ten (10) days in advance of the date requested to their immediate supervisor or designee. Any vacation denied shall be communicated to unit members in writing within three (3) business days, when reasonably possible as determined by the District, or it will be considered approved. Unit members working ten (10) or less calendar months may take vacation during winter or spring recess during the year vacation is being accrued. During this time such unit members may opt to take non-paid days in lieu of available vacation and be paid for any such accrued unused vacation at the end of their school year. All other unit members shall take vacation within twelve (12) months from the end of the fiscal year in which the vacation is earned. If the twelve (12) month unit member is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

8.10.5 Unearned vacation days will be deducted from final paycheck upon termination of service whenever more days of vacation with pay have been taken than entitled to receive under the provisions of paragraphs 8.9.1 and 8.9.2 above.

8.10.6 Upon termination of service, employees will be paid for unused vacation to which they are entitled.

8.10.7 Vacations shall be taken with the approval of the unit member's immediate supervisor and at the convenience of the District. In cases where two (2) or more unit members have opted to take the same vacation period, preference shall be given to seniority, by site and within the classification, unless personal emergency exists.

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

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

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

8.11 Family Care/Medical Leave

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

8.12 Catastrophic Leave

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

a. “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
b. An employee who is suffering from a catastrophic illness or injury, or his/her designee, must request the donation of eligible leave credits in writing.
c. An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.
d. A committee composed of 3 classified employees and 2 administrators shall determine that the employee is unable to work due to catastrophic illness or injury based on verifiable documents, and exhausted all accrued paid leave credits. When verification and determinations have been made, the committee may then approve the transfer of sick leave credits.

e. The maximum benefit to be received by any employee for any single catastrophic illness or injury is twelve (12) consecutive months.
f. Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

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

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

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

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

f. To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of twenty (20) days.

8.12.4 Catastrophic (Emergency) Leave Donation Program

In addition to the existing Catastrophic Leave provisions, unit members who are personally affected by a Governor-declared State of Emergency, or who have an immediate family member affected as defined in Education Code Section 44985 to mean mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the same household, may request donated leave credits from fellow members. To qualify, the following conditions must be met:

- Proof of Impact: The member must provide documentation showing how the State of Emergency has affected them.
- Unable to Work: The district must determine that the member cannot work as a direct result of the emergency's impact.
- Leave Exhausted: The member must have used all of their available accrued paid leave before donated leave can be applied.
- Time Limit: Donated leave may be used for up to 12 consecutive months.

Any member who wishes to support a colleague can donate their eligible leave credits by submitting a written request to the District. Donations must be made in a minimum of 8 hours, in one-hour increments after that.

All leave donations are final and cannot be taken back once submitted.

8.13 Other Leaves without Pay

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

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

8.14 Notice of Earned Leave

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

Article 9: FEDERATION RIGHTS

9.1 Authorized Federation representatives shall have the right of reasonable use of District facilities at times other than normal working hours and/or hours of student instruction for purposes of transacting lawful Federation business provided such use does not interfere with the school program operations or duties of unit members, and provided further, such an authorized Federation representative first fully comply with the appropriate District Civic Center permit procedures. The Federation may be assessed a reasonable fee for unusual expenses incurred by the District.

9.2 Authorized Federation representatives shall have the right to post notices with appropriate Federation identification regarding activities and matters of legitimate Federation concern on designated bulletin boards, at least one of which shall be provided at each school site in areas frequented by unit members. In addition, the Federation shall have the right to use the District mail service and mail boxes for communications to unit members concerning activities and matters of legitimate Federation concern. Copies of all materials posted or distributed shall be provided to the Superintendent at the time the information is posted or distributed. The Federation shall not post or distribute information which is knowingly false. After consultation with Federation, the Superintendent or designee may refuse the posting or distribution of any information which is knowingly false.

9.3 Authorized Federation representatives shall have the right of reasonable access to areas in which unit members work during non-working time for the purpose of transacting legitimate Federation business provided such business does not interfere with the school program, operation, and/or duties of unit members. Upon arriving at the work site, the Federation representative shall first report to the appropriate school site office to announce his/her presence.

9.4 The District shall make available to the Federation, upon request, public documents in its possession which are non-confidential or privileged, and which are directly necessary and relevant to negotiations. The District may copy such documents for the Federation and may require the Federation to reimburse the District for any costs for labor and materials.

9.5 The Federation grievance representative or his/her designee shall receive reasonable release time for the purpose of resolving grievances in conference(s) with the District at the formal levels of the grievance procedure in Article III of the Agreement.

9.6 The District shall provide release time for the Federation President or designee for a total of fifteen (15) days per school year for the purpose of conducting Federation business, provided however, the Federation shall give the Superintendent reasonable prior notice and such release time does not unduly interfere with the overall educational program and not be used in connection with any withdrawal or withholding of services or related concerted activities. Two (2) additional days of release time will be provided to the Federation in accordance with the conditions set forth herein, provided the Federation reimburse the District for the cost of substitutes.

9.7 The Federation shall have the right to representation on District committees that directly affect the unit member's terms and conditions of employment which are within the scope of representation as defined in the Educational Employment Relations Act.

9.8 The District shall directly provide to the Federation the following information electronically, if on file with the District, within 30 calendar days of hire of any new unit member, or by the first pay period of the month following hire: (a) name; (b) job title; (c) department; (d) work location; (e) work, home, and personal cellular telephone number;
(f) personal email address; and (g) home address.

9.9 All bargaining unit members working after 4pm shall be given release time to attend one (1) meeting per school year for the purpose of contract ratification and review.

9.10 The Federation leadership or designee(s) shall be granted ten (10) total aggregate days release time to attend conferences or training sessions that are of mutual benefit to the District and Federation. The first five (5) days shall be paid by the District, the remaining five (5) days shall be reimbursed by the Federation based on the per diem salary for each employee released.

9.11 All unit members, including those who are required to wear District uniforms, may elect instead to wear a Federation provided shirt on the last Friday of each month.

9.12 The District will conduct one (1) new employee orientation per school year, to be held mid school year on a date to be determined by the District and during normal District business hours. The District will provide the Federation at least 10 days prior notice of the orientation. During the orientation, the Federation shall be provided 30 minutes on the agenda to address the new hires. Upon request of the Federation, and with the concurrence of the District, district management will excuse themselves from the room during the Federation’s allotted agenda time.

9.13 LFCE shall be consulted on the amendments or creation of classified job descriptions.

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

9.15 The District will provide a Federation orientation packet to all new unit members upon their hire date. The Federation shall be responsible for the cost and production of the orientation packets. The District will provide LFCE a list of employees when they are given the orientation packet.

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

Article 10: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

10.1 The District management shall be responsible for the assignment of all unit members into the position in which they are to serve.

10.2 Prior to notifying unit members of a vacancy, the District may review the vacancy and make programmatic changes based on District needs.

10.3 In lieu of a voluntary transfer under 10.4 below, the District may initiate a transfer under 10.5 below, based on programmatic and/or District needs.

10.4 Voluntary transfers

10.4.1 The District management shall post in all District facilities a list of all District identified vacancies as they occur, within a reasonable period of time. The posting(s) shall include: Job title, brief description of the position and duties, the minimum qualifications required, the number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.

10.4.1.1 The vacancy shall be posted both internally and externally, concurrently, for a minimum of six (6) business days. The District shall give priority consideration to all internal candidates who meet the minimum qualifications for the posted position.

10.4.2 A unit member may file for the vacancy by submitting written notice to the Personnel Department within the filing period. A unit member on leave or vacation may authorize a Federation representative to file on the member's behalf.

10.4.2.1 Lateral transfer applicants will be provided an interview prior to external job candidates and prior to final selection.

10.4.3 The final selection is within the sole discretion of the District management.

10.4.4 A unit member who has applied, but was not selected for a vacancy, may request a meeting with the Assistant Superintendent of Human Resources to discuss the reasons.

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

externally.

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

10.5 District Initiated Transfers

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

10.5.2 Any District-initiated transfer of a unit member shall require approval by the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources or designee shall attempt to meet with a Union Representative upon request to discuss the rationale for District-initiated transfers. The Union Representative shall have the right to request additional meetings should the volume or nature of transfers warrant further discussion. The provision shall not delay implementation of the transfer under 10.5.1

10.6 Summer School

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

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

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

to discuss the reasons. The member may request a Union Representative to attend the meeting.

10.6.3 Unit members shall have the right to apply for work outside of their classification for any position for which they are qualified during Summer School. Internal candidates shall have priority over contract workers. Unit members who apply and qualify for a Summer School job as outlined under 10.6.1 shall have the right of first refusal for summer jobs.

10.7 Job Description Amendments / Creations

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

Article 11: EVALUATION PROCEDURES

11.1 The District shall evaluate all bargaining unit members no less than once every year. The written evaluation shall be signed and dated by the evaluator.

11.2 Unit members shall be evaluated on the performance review forms attached as Appendix D.

11.3 The evaluator shall be the person to whom the unit member is immediately responsible who is so designated by the District as a management employee. In the event a unit member's evaluator is hired less than thirty (30) calendar days prior to the employee's annual May 1 evaluation, the evaluation time line shall be extended by thirty (30) calendar days.

11.4 Probationary unit members shall receive at least one (1) evaluation during the probationary period. Effective July 1, 2020, newly hired classified bargaining unit employees shall have a probationary period of six (6) months or 130 days of paid service, whichever is greater. Current permanent unit members who transfer to a new classification shall have a 6-month probationary period. The promoted unit member who does not successfully complete his/her probationary period shall be returned to his/her former position unless cause exists for disciplinary action pursuant to Article 12. If a probationary unit member receives an "Improvement Needed" evaluation rating, it may be accompanied with a program improvement plan.

Permanent unit members shall receive at least one (1) evaluation prior to May 1 of each fiscal year. After a unit member has completed five (5) years of service in the District and received a minimum rating of "Meets Expectations" in all domains and/or elements on his/her last three (3) consecutive evaluations, they may be evaluated every other year, upon mutual agreement.

11.5 Within five (5) working days upon notification of hiring or transfer to a new position, unit members shall be provided a copy of the new job description and evaluation form.

11.6 The evaluator shall meet with the unit member to discuss the unit member's written evaluation. The unit member must sign the evaluation form signifying only that the unit member has read the document. The unit member shall be provided the opportunity of attaching a written response to the evaluation form within ten (10) working days, which shall become part of the permanent record. Unless changes are made to the evaluation as a result of the evaluation conference, the unit member shall be provided a copy of the completed evaluation form at the time of the evaluation conference.

11.7 Unsatisfactory performance observed by the evaluator shall be brought to the attention of the unit member within a reasonable period of time after the occurrence of the incident.

11.8 An unsatisfactory evaluation shall include specific recommendations for improvement.

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

Article 12: EMPLOYEE DISCIPLINE

12.1 Procedures for Disciplinary Action of Permanent Classified Employees

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

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

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

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

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

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

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

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

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

12.2 No Discipline for Non-Intervention

A bargaining unit member shall not be disciplined, reprimanded, or evaluated negatively for choosing to not physically intervene in a student altercation. This provision does not excuse a unit member from otherwise appropriately responding to student altercations, which may include calling administration/campus security for support, blowing a whistle, etc.

This provision also does not apply to staff members trained in non-violent crisis intervention techniques whose assigned duties include implementing de-escalation strategies. Such measures shall be utilized only when necessary, as the lease restrictive intervention available, and in accordance with applicable support plans, established safety protocols, and applicable laws.

Article 13: SAVING PROVISION

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

Article 14: CONCERTED ACTIVITIES

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

Article 15: SAFETY

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

15.2 The Federation may appoint two (2) unit member representatives on the District Safety Committee.

15.3 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor, who shall immediately report the incident to the police and the Superintendent or designee.

15.4 The District and the LFCE agree that a safe workplace free from violence, threats, intimidation, etc. is a fundamental condition of employment. Workplace Violence includes any act or threat of physical force, intimidation, harassment, or other threatening behavior occurring at the worksite or arising out of employment.

15.4.1 The District shall maintain a written Workplace Violence Prevention Plan (WVPP) that meets or exceeds the requirements of California Senate Bill 553.

15.4.2 The District Safety Committee is responsible for reviewing proposed changes to the WVPP, among other duties. The District Safety Committee shall include an LFCE member from each school site to be selected by the Federation. The District Safety Committee shall meet at least 2 times per school year.

15.4.3 Unit members shall have the right to report workplace violence or threats without fear of retaliation. Reporting mechanisms shall include anonymous reporting options, direct supervisor or management reporting, and LFCE representation during reporting if requested. All reports shall be addressed in accordance with the procedures set forth in the District-adopted WVPP and SB 553.

15.5 Liability Protection

Unit members acting within the course and scope of their employment, and consistent with District training and policy, shall be defended and indemnified by the District in accordance with Government Code section 825, et seq.

Article 16: EFFECT OF AGREEMENT

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

Article 17: COMPLETION OF MEET AND NEGOTIATION

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

Article 18: LAYOFF/REDUCTION/REEMPLOYMENT

18.1 Affected unit members shall be provided preliminary notice of layoff by March 15, which shall be served by special delivery or, if the unit member is not readily available, by certified mail. The unit member may submit a request for a hearing and Notice of Participation within the timelines proscribed in Education Code section 45117, in which case the District shall provide the unit member a Statement of Reduction in Force containing the reasons why the unit member's services will not be required for the ensuing school year; the unit member's displacement rights, if any; reemployment rights, and applicable statute(s).

18.2 Section 18.1 above and 18.4 below does not apply to unit members in specially funded programs pursuant to Education Code 44117. These unit members shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

18.3 The order of layoff within the classification shall be determined by length of service. The unit member who has been employed the shortest time in the classification including time in higher classifications shall be laid off first. Reemployment shall be in reverse order of layoff.

18.4 If a layoff proceeds to hearing, the Administrative Law Judge shall prepare a proposed decision containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils of the schools. The proposed decision shall be prepared for the Governing Board and shall contain a determination as to the sufficiency of the cause and a recommendation as to the disposition. Copies of the proposed decision shall be submitted to the Governing Board and to the unit member on or before May 7 of the year in which the proceeding was commenced.

18.5 In the event that two (2) or more unit members have the same seniority date within the affected classification, the process for breaking a tie shall be by lot. Lot is to be defined as affected unit members' names being written on pieces of paper and drawn from a container in the presence of both District and Federation representatives.

18.6 For purpose of this section, "length of service" means first date of hire in a probationary status within a classification. "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status.

18.7 The District shall notify the Federation of any contemplated unit member layoff and, meet and discuss with the Federation layoff procedures including displacement rights.

18.8 The District agrees to meet and negotiate with the Federation on the decision to reduce the hours of categorically funded unit members up to and until such time as the parties reach an impasse as determined by PERB pursuant to Government Code Section 3548. Following a determination of impasse by PERB, the District may initiate the reduction of hours concurrent with negotiating the effects of such reduction in hours that are within the scope of representation as defined in Government Code Section 3543.2. The District agrees to meet and negotiate with the Federation, to the extent required by law, on the decision to reduce hours of non-categorically funded unit member.

Article 19: TERM

19.1 This agreement shall be effective through June 30, 2028. Thereafter, this agreement shall continue in affect unless either party requests to modify, amend, or terminate said agreement until such time as a new agreement is reached. Should such a request to modify, amend, or terminate this agreement be made, the parties agree to commence negotiations, unless extenuating circumstances exist, by March 15th of each year.

19.2 The parties agree to the following negotiation re-openers:

2026-2027: Article 6 (Compensation and Benefits), and two articles selected by each party.

2027-2028: Article 6 (Compensation and Benefits), and two articles selected by each party.

APPENDIX A

CLASSIFICATIONS REPRESENTED WITHIN THE BARGAINING UNIT

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

CLASSIFIED SALARY SCHEDULE

APPENDIX B

LAWNDALE ELEMENTARY SCHOOL DISTRICT
4161 West 147th Street
Lawndale, CA 90260

Classified Salary Schedule

2025-2026
Page 1 of 3

Effective: July 1, 2025

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ACCOUNTING				Monthly Rates Sch. C			
SENIOR BUDGET/ACCOUNTING COORDINATOR	29	6331.42	6664.57	7015.39	7384.63	7773.26	8161.93
ACCOUNTING COORDINATOR	28	5976.83	6275.64	6589.42	6918.93	7264.90	7628.15
SENIOR ACCOUNTING TECHNICIAN	24	5414.75	5685.48	5969.73	6268.21	6581.61	6910.68
ACCOUNTING TECHNICIAN	21	5028.10	5279.50	5543.42	5820.67	6111.72	6417.30
CLERICAL				Monthly Rates Sch. C			
ADMINISTRATIVE ASSISTANT	21	5028.10	5279.50	5543.42	5820.67	6111.72	6417.30
EXECUTIVE ASSISTANT	35	6039.83	6346.07	6665.00	6996.84	7350.83	7718.38
SCHOOL OFFICE MANAGER	18	4669.11	4902.55	5147.69	5405.08	5675.31	5959.07
ED SERVICES LOGISTICS TECHNICIAN	18	4669.11	4902.55	5147.69	5405.08	5675.31	5959.07
FOOD SERVICES TECHNICIAN	18	4669.11	4902.55	5147.69	5405.08	5675.31	5959.07
PURCHASING TECHNICIAN	18	4669.11	4902.55	5147.69	5405.08	5675.31	5959.07
SENIOR SCHOOL CLERK	16	4444.11	4666.32	4899.62	5144.60	5401.83	5671.92
SENIOR CLERK TYPIST	16	4444.11	4666.32	4899.62	5144.60	5401.83	5671.92
SCHOOL CLERK	13	4126.80	4333.15	4549.84	4777.29	5016.17	5266.98
CLERK TYPIST	13	4126.80	4333.15	4549.84	4777.29	5016.17	5266.98
				Hourly Rates Sch. C			
LIBRARY MEDIA CLERK	11	22.55	23.69	24.88	26.09	27.45	28.82
SCHOOL CLERK	13	23.81	25.00	26.25	27.56	28.94	30.39
HEALTH CLERK	13	23.81	25.00	26.25	27.56	28.94	30.39
(SUB) CLERICAL	14	24.33					
(SUB) HEALTH CLERK	13	23.81					
CUSTODIAL & GROUNDS				Monthly Rates Sch. C			
GROUNDS WORKER III	25	5550.09	5827.59	6118.93	6424.92	6746.14	7083.45
SENIOR CUSTODIAN	20	4905.44	5150.77	5408.27	5678.70	5962.62	6260.75
GROUNDS WORKER II	18	4669.11	4902.55	5147.69	5405.08	5675.31	5959.07
NIGHT CUSTODIAN	116	4510.62	4732.84	4966.16	5211.11	5468.39	5741.81
DISTRICT CUSTODIAN	116	4510.62	4732.84	4966.16	5211.11	5468.39	5741.81
DAY CUSTODIAN	16	4444.11	4666.32	4899.62	5144.60	5401.83	5671.92
GROUNDS WORKER I	16	4444.11	4666.32	4899.62	5144.60	5401.83	5671.92
				Hourly Rates Sch. C			
(SUB) CUSTODIAN & GROUNDS	16	25.64					
MAINTENANCE & WAREHOUSE				Monthly Rates Sch. C			
DISTRIBUTION SPECIALIST	28	5976.83	6275.64	6589.42	6918.93	7264.90	7628.15
WAREHOUSE SUPERVISOR	28	5976.83	6275.64	6589.42	6918.93	7264.90	7628.15
SENIOR MAINTENANCE	28	5976.83	6275.64	6589.42	6918.93	7264.90	7628.15
MAINTENANCE III	28	5976.83	6275.64	6589.42	6918.93	7264.90	7628.15
MAINTENANCE II	25	5550.09	5827.59	6118.93	6424.92	6746.14	7083.45
MAINTENANCE I	20	4905.44	5150.77	5408.27	5678.70	5962.62	6260.75
ASST. DISTRIBUTION SPECIALIST	20	4905.44	5150.77	5408.27	5678.70	5962.62	6260.75
				Hourly Rates Sch. C			
(SUB) MAINTENANCE/DISTRIBUTION SPECIALIST	20	28.30					

Effective: July 1, 2025

Classified employees receive a longevity increment at the completion of 15 years service in the amount of $160.00 per month. An additional $160.00 per month is awarded at the end of 20, 25 and 30 years of service. Upon the completion of 35 years of service, employees will receive an additional $160.00.

LAWNDALE ELEMENTARY SCHOOL DISTRICT

Classified Salary Schedule

2025-2026

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Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FOOD SERVICES				Hourly Rates Sch. C			
PRODUCTION CHEF	18	26.94	28.28	29.70	31.18	32.74	34.38
PRODUCTION COOK	8	20.95	22.00	23.14	24.28	25.50	26.78
SENIOR FOOD SERVICE ASST.	11	22.55	23.69	24.88	26.09	27.45	28.82
FOOD SERVICE ASSISTANT	5	19.48	20.48	21.48	22.54	23.69	24.88
FOOD SERVICE ASSISTANT (SUB)	5	19.48					
INSTRUCTIONAL SUPPORT				Monthly Rates Sch. C			
MEDI-CAL OUTREACH SPECIALIST	24	5414.75	5685.48	5969.73	6268.21	6581.61	6910.68
				Hourly Rates Sch. C			
REGISTERED BEHAVIOR TECHNICIAN	24	31.24	32.80	34.44	36.16	37.97	39.87
COMMUNITY LIAISON	14	24.33	25.53	26.79	28.14	29.55	31.02
TK EARLY ED SUPPORT PROVIDER	14	24.33	25.53	26.79	28.14	29.55	31.02
BEHAVIOR INTERVENTION TECHNICIAN	10	22.05	23.14	24.32	25.52	26.78	28.11
INSTRUCTIONAL ASST SPECIAL ED	10	22.05	23.14	24.32	25.52	26.78	28.11
INSTRUCTIONAL ASST SIGNING	10	22.05	23.14	24.32	25.52	26.78	28.11
INSTRUCTIONAL ASST HEALTH CARE	10	22.05	23.14	24.32	25.52	26.78	28.11
INSTRUCTIONAL ASST BILINGUAL	9	21.50	22.57	23.70	24.88	26.10	27.42
INSTRUCTIONAL ASSISTANT	8	20.95	22.00	23.14	24.28	25.50	26.78
INSTRUCTIONAL ASSISTANT PE	8	20.95	22.00	23.14	24.28	25.50	26.78
INSTRUCTIONAL ASSISTANT (SUB)	5	19.48					
TECHNOLOGY				Monthly Rates Sch. C			
INFORMATION SYSTEMS SPECIALIST	23	5282.65	5546.78	5824.10	6115.31	6421.09	6742.16
TECHNOLOGY SUPPORT SPECIALIST	23	5282.65	5546.78	5824.10	6115.31	6421.09	6742.16
TECHNOLOGY SUPPORT SPECIALIST II	29	6331.42	6664.57	7015.39	7384.63	7773.26	8161.93
				Hourly Rates Sch. C			
TECHNOLOGY SUPPORT SPECIALIST	23	30.48	32.00	33.60	35.28	37.04	38.90
CAMPUS SECURITY				Hourly Rates Sch. C			
CAMPUS SUPERVISOR	23	30.48	32.00	33.60	35.28	37.04	38.90
SUBSTITUTE CAMPUS SUPERVISOR	17	26.14					
RAP CLASSIFIED				Monthly Rates Sch. C			
RAP SENIOR ACCOUNTING TECHNICIAN	24	5414.75	5685.48	5969.73	6268.21	6581.61	6910.68
RAP SENIOR ADMINISTRATIVE ASSISTANT	24	5414.75	5685.48	5969.73	6268.21	6581.61	6910.68
				Hourly Rates Sch. X			
PROGRAM LEADER	2	21.83	22.91	24.08	25.28	26.54	27.87
ACTIVITY SPECIALIST	3	23.54	24.71	25.95	27.22	28.62	30.04
SUB PROGRAM LEADER	2	21.83					
OTHER CLASSIFIED				Hourly Rates Sch. B			
STUDENT SUPERVISION ASSISTANT	1	18.03	18.92	19.87	20.86	21.91	23.00

Effective: July 1, 2025

Classified employees receive a longevity increment at the completion of 15 years service in the amount of $160.00 per month. An additional $160.00 per month is awarded at the end of 20, 25 and 30 years of service. Upon the completion of 35 years of service, employees will receive an additional $160.00.

LAWNDALE ELEMENTARY SCHOOL DISTRICT

Classified Salary Schedule

2025-2026

Page 3 of 3

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PRESCHOOL TEACHER SALARY		Hourly Rates Sch. L					
EMERGENCY PLACEMENT TEACHER PERMIT	1	26.57	27.08	27.89	28.43	29.29	30.76
CHILD DEVELOPMENT TEACHER PERMIT (CDTP)	2	27.89	28.41	29.29	29.89	30.75	32.28
CHILD DEVELOPMENT TEACHER PERMIT + BA (CDTP)	3	30.71	31.31	32.29	32.96	33.94	35.64
C.D.T.P. & BA & TCH CRED & RESOURCE TEACHER	4	32.24	32.91	33.90	34.58	35.62	37.39
SUBSTITUTE PRESCHOOL TEACHER	1	26.57					
PRESCHOOL INSTRUCTIONAL SUPPORT		Hourly Rates Sch. C					
PRESCHOOL INST. ASSISTANT	9	21.50	22.57	23.70	24.88	26.10	27.42
ROVING PRESCHOOL INST. ASSISTANT	9	21.50	22.57	23.70	24.88	26.10	27.42
SUBSTITUTE PRESCHOOL INST. ASST.	5	19.48					

OCCUPATIONAL THERAPIST

	Hourly Rates - Sch. O							
	YEARS	1	2	3	4	5	6	7
I	BA/BS	52.16	54.95	57.73	60.51	63.31	66.11	68.87
II	BA+15	55.40	58.27	61.14	64.03	66.88	69.74	72.64
III	BA+30	58.79	61.78	64.76	67.73	70.68	73.68	76.64
IV	BA+45orMA	62.31	65.43	68.52	71.62	74.74	77.84	80.94
V	BA+60+MA	65.77	69.01	72.26	75.52	78.76	82.00	85.25
VI	BA+75+MA	69.04	72.41	75.81	79.20	82.58	85.94	89.33

* Occupational Therapists are paid monthly based on 193 work days.

	Monthly Rates - Sch. O							
	YEARS	1	2	3	4	5	6	7
I	BA/BS	8053.35	8484.41	8913.88	9343.35	9774.41	10207.07	10633.35
II	BA+15	8554.40	8996.60	9440.38	9885.76	10326.36	10768.56	11215.52
III	BA+30	9077.72	9539.00	9998.69	10456.79	10913.30	11376.18	11832.69
IV	BA+45orMA	9620.12	10102.08	10579.27	11058.05	11540.01	12018.79	12497.57
V	BA+60+MA	10154.57	10655.62	11156.67	11660.90	12160.36	12661.40	13162.45
VI	BA+75+MA	10660.39	11182.12	11703.85	12228.75	12750.48	13269.03	13792.34

Effective: July 1, 2025

Classified employees receive a longevity increment at the completion of 15 years service in the amount of $160.00 per month. An additional $160.00 per month is awarded at the end of 20, 25 and 30 years of service. Upon the completion of 35 years of service, employees will receive an additional $160.00.

APPENDIX C

HEALTH BENEFITS

ELIGIBLE UNIT MEMBERS

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

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

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

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

APPENDIX D

CLASSIFIED PERSONNAL EVALUATION FORM AND RUBRIC

Also found on HR's webpage

Classified Personnel Performance Review Summary

Employee:		Position Classification:
Supervisor Name:		Supervisor Title:
School/Department:		Date:
Check Type of Review: ☐ Probationary ☐ Permanent ☐ Improvement Plan Monitoring		

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

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

Instructions

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

Ratings

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

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

Professional Growth						
Attends Trainings						
Work Quality						
Accuracy						
Neatness and Organization						

	Check one:		
Personal Appearance	□ Meets Expectations	□ Improvement Needed	Comments:

	Check one:		
Confidentiality/Discretion	□ Meets Expectations	□ Improvement Needed	Comments:

Supervisor (print name):		Signature:		Date:	

Employee (print name):		Signature:		Date:	

Classified Personnel Performance Review Summary

General performance summary, comments, and remarks

Identification of specific strengths

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

Recommendation for Probationary Employees
Employee is recommended for continued employment Employee is not recommended for continued employment

Permanent Employees
Exceeds position Standards Meets position standards Below position standards ☐ Employee improvement plan is recommended

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

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

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

Scale Descriptors for Performance Review Ratings

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

Refer to the Performance Review worksheet

Exceeds Expectations

This level of performance is attainable by all employees who consistently take initiative and respond to day-to-day challenges with competence, expertise, and confidence. Employees may serve as coaches and models of exemplary performance and leadership.

A model for behavior

Consistent

Leader Takes

Above and beyond job duties

Displays expertise/mastery

Ownership for Pride

more than job" (reference the Moral Imperative for job)

initiative Attainable

"

Exemplary Innovating

Coaching, modeling, helping others

Meets Expectations

This level of performance is the district benchmark for all employees to produce intended results as consistent, competent, effective, and efficient staff.

Consistently performs work in areas of specific responsibility

Performing

Solid

This level meets the district benchmark for every classified employee

performance Dependable

Improvement Needed

This performance level describes staff that does not meet district benchmark expectations and has exhibited poor performance. Employees will receive specific recommendations with a timeline and support for improved performance.

Does not meet expectation(s)

Needs ongoing information about

Requires constant correction with

close Improvement expected in a defined timeline

performance

supervision

Inconsistent performance

Performing below benchmark expectation(s) Recommendations will be made

Not Applicable

This designation recognizes a specific area, or areas, that do not apply to individual employees.

Developing

This level of performance describes staff that may be new to the district, new to the position, and/or have a change in job expectations. Employees seek opportunities for growth, and show effort towards learning the job and/or improving their performance. Assistance, support, and/or further training may be necessary.

Adapting to new processes, procedures, curriculum, environment

Effort/trying

Learning

Emerging Expanding Growing

Where a novice begins

Alert to opportunities to improve

An experienced staff moving to a new position

Continues to show progress

Note: Descriptors are listed in alphabetical order

Classified Personnel Performance Review Worksheet

The Classified Performance Review Worksheet is separated into:

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

Instructions

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

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

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

Teamwork	Always coordinates work with others as appropriate. Respected, considerate, and highly collaborative.	Consistently does the job and is cooperative. Is consistently considerate of others.	Frequently uncooperative. Does not work well with others. Is often inconsiderate.		Usually cooperates. Does not always take advantage of teamwork.

Domain and/or Element	Exceeds Expectations	Meets Expectations	Improvement Needed	NA	Developing
Responsibility					
Following Procedures	Always follows procedures. Always uses the most effective and efficient methods.	Consistently follows procedures with few errors.	Procedures are inconsistently followed, or ignored.		Procedures are not always followed. Methods may be ineffective or inappropriate.
Time Management	Always makes the most effective use of time, and completes required work in allotted time.	Consistently completes required work in allotted time.	Rarely completes work required in the allotted time.		May have difficulty completing work required in the time allotted.
Job Knowledge					
Job information	All phases of the job are completely understood. Often shares knowledge with others.	Most common phases of the job are understood.	Knowledge about key aspects of the job are not demonstrated or ignored.		Certain aspects of the job may not be clear or understood.
Skills (Includes Machines, hardware, and software)	Has the needed skills to meet current job requirements efficiently and effectively. Shows expertise and may be used as a resource.	Has all of the skills that are needed to competently complete a job.	Does not operate necessary equipment appropriately. Lacking many critical skills that make it difficult to complete job requirements without assistance or supervision.		Handles equipment appropriately, but one or more skills may be absent. Open to acquiring the skills necessary to implement district/site procedures.
Use and Care of Equipment	Equipment is used, cared for, and maintained appropriately. Equipment rarely "breaks down," on the job.	Use and maintenance of equipment is appropriate and routine. Equipment is kept in good working order.	Little attention is paid to care and maintenance. Machines are not repaired in a timely fashion. May be accident-prone.		May misuse equipment. May not know how to care and maintain equipment. Equipment is not abused.
Safety and Sanitation					
Safety and Sanitation Practices	Always seeks to correct unsanitary conditions. Always uses approved safe sanitation procedures, and hazards are avoided or handled.	Consistently follows safety guidelines. Seeks to correct unsanitary conditions in a timely manner.	Safety and/or Sanitation practices are regularly ignored. Constant supervision is needed to keep conditions safe and sanitary		Generally follows safety and sanitation procedures. Practices may be inconsistent. May overlook certain sanitary and/or safety concerns.
Professional Growth					
Attends Trainings	Seeks out opportunities for appropriate trainings and attends all sessions. Eager to use what was learned in trainings.	Attends appropriate, mandated trainings. May seek out additional opportunities. Consistently works to use new knowledge.	Does not attend trainings, or regularly comes late or checks out early. Shows little or no effort to use new knowledge from training sessions.		Tries to use new knowledge, but may need assistance.
Work Quality					
Accuracy	Work is done to specifications. Errors are rare.	Work meets specifications with minimal errors.	Work contains numerous errors. Errors are not corrected.		Work product may be inconsistent, miss important specifications, or be completed incorrectly.

Neatness and Organization	Work is always presentable and follows specifications.	Work is presentable and follows specifications.	Work is often unacceptable. Work regularly needs to be redone.		Work is inconsistent, and may need to be redone.

	Check One	
Personal Appearance Neat, clean, and well groomed. Always wears badge; wears a uniform, if necessary.	__Meets Expectations	__Improvement Needed

Confidentiality/Discretion Adheres to district confidentiality policies. Makes every effort to maintain job-related confidences and discussions.	Meets Expectations	Improvement Needed

MEMORANDUM OF UNDERSTANDING
LAWNDALE FEDERATION OF CLASSIFIED EMPLOYEES,
AFT/CFT LOCAL #4529
AND THE
LAWNDALE ELEMENTARY SCHOOL DISTRICT

May 26, 2026

Having met and negotiated in good faith, the parties agree to the following:

For the 2025/2026 school year only, the District agrees to issue a check in the gross amount of thirty dollars ($30.00) to each unit member who is not eligible for health care benefits under Article 6 of the parties' collective bargaining agreement. In order to receive this benefit, the unit member must be employed as of the date of this MOU.

This MOU is not precedent-setting and will automatically expire as of June 30, 2026.

For LFCE:

Dated:

Carl Williams
LFCE President

For District:

Dated:

Dr. Lisa Cooper
Assistant Superintendent,
Human Resources