

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
LENNOX CHAPTER #575
UNIT B**



AFL-CIO

**Collective Bargaining Agreement
with the
Lennox School District**



**July 1, 2025 – June 30, 2028
Revised June 2026**

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
ARTICLE 1: Recognition.....	1
ARTICLE 2: Association Rights.....	2
ARTICLE 3: Management Rights.....	4
ARTICLE 4: Employee Rights.....	5
ARTICLE 5: Evaluation Procedures	7
ARTICLE 6 : Vacancies and Transfers.....	8
ARTICLE 7: Hours	10
ARTICLE 8: Leave Provisions (Revised 2025-2026)	12
ARTICLE 9: Health and Welfare	22
ARTICLE 10: Salary (Revised 2025-2026)	24
ARTICLE 11: Safety.....	27
ARTICLE 12: Grievance procedure.....	28
ARTICLE 13: Organizational Security.....	32
ARTICLE 14: Concerted Activity.....	34
ARTICLE 15: Savings/Severance Clause.....	35
ARTICLE 16: Completion of Meet and Negotiation.....	36
ARTICLE 17: Effect of Agreement.....	37
ARTICLE 18: Parent Complaints.....	38
ARTICLE 19: Term (Revised 2025-2026)	39
APPENDIX A PRESCHOOL SALARY SCHEDULE (Revised 2025-2026)...	40
APPENDIX B: HEALTH BENEFITS (Revised 2025-2026)	41
APPENDIX C: DEFINITIONS.....	42

ARTICLE 1

RECOGNITION

Lennox School District (hereinafter referred to as “District”) hereby acknowledges that the California School Employees Association and its Lennox Chapter 575 Unit B (hereinafter referred to as “CSEA”) is the exclusive bargaining representative for all State Preschool Associate Teachers and State Preschool Permit Teachers

1.2 Excluded in this bargaining unit are all other classified employees including, but not limited to: substitute and short-term employees who are employed for less than seventy-five percent (75%) of the school year; part-time playground positions (noon supervisors), full-time students employed part-time, and part-time students employed part-time in any college works study program or in a work experience education program conducted by a community college district; professional experts; certificated employees; and other classified employees exempted from the classified service under Education Code 45103, management, supervisory and confidential employees.

1.3 Disputes arising between the parties regarding placement or removal of classifications from a bargaining unit shall be resolved by the Public Employment Relations Board.

ARTICLE 2

ASSOCIATION RIGHTS

Association Release Time:

The Association grievance representative or his/her designee shall receive reasonable release time for the purpose of resolving grievances in conference(s) with the District.

The Association shall be provided reasonable release time for a reasonable number of authorized representatives to participate in meeting and negotiating under the Education Employment Relations Act.

The District may provide release time for the Association President or designee for a total of five (5) days per school year for the purpose of conducting Association business, subject to prior approval by the Superintendent, if no substitute is required.

- 2.2 **Access Rights to Bargaining Unit:** Authorized Association 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 Association 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 Association representative shall first report to the appropriate school site office to announce his/her presence.
- 2.3 **Use of Facilities:** Authorized Association 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 Association business, provided such use does not interfere with the school program, operations or duties of unit members, and provided further, such authorized Association representative first comply with the appropriate District permit procedures. The Association may be assessed a reasonable fee for unusual expenses incurred by the District.
- 2.4 **Use of Bulletin Boards and Mailboxes:** Authorized Association representatives shall have the right to post notices with appropriate Association identification regarding activities and matters of legitimate Association 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 Association shall have the right to use the District mailboxes for communications to unit members concerning activities and matters of legitimate Association concern. Copies of all materials posted or distributed shall be provided to the Superintendent or designee at the time the information is posted or distributed. The Association shall not post or distribute information which is defamatory. After consultation with the Association, the Superintendent or designee may refuse the posting or

distribution of any information which is defamatory.

- 2.5 Participation on District Committees: The Association may participate on the District Budget Committee, Health Benefits Committee, and other District or School Site committees, as determined appropriate by the District or as required by law. Release time shall be provided if these committee meetings are scheduled during the unit member's workday.
- 2.6 CSEA Contact Information: The Association may submit a contact information document to be provided to newly hired employees by the Personnel Services Department. The document must receive District approval before it can be distributed to new members.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 All management rights, powers and authority which the Board had prior to entering into this Agreement to direct, manage, and control the District are retained by the District. Such rights and powers include, but are not limited to: the right to manage the District and direct the work of its employees; to determine its organization; to determine time and hours of operation; to determine the method, means, and services provided; to determine staffing patterns and the number of kinds of personnel required; to ensure the right and educational opportunities of students; to determine the curriculum; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to maintain order and efficiency of District operations; to hire, classify, assign, evaluate, promote, discipline, discharge, layoff, and transfer unit members. The District may contract out work subject to any limitations required in the Education and Public Contract Code.
- 3.2 The District retains the right to amend, modify or rescind provisions set forth in this Agreement in the event of and for the duration of an emergency, such as: an act of God, an unforeseeable circumstance requiring immediate attention, or unit member work action or work stoppage.
- 3.3 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 judgement and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement.
- 3.4 In addition to the rights enumerated under policy and administrative regulations, the District may require any new reassigned unit member whose classification duties include driving a motor vehicle, to have a comprehensive physical, including a drug/alcohol test, at District expense, to the extent not prohibited by law.

ARTICLE 4
EMPLOYEE RIGHTS

- 4.1 The District and Association 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 The District shall deduct from the pay of Association members and remit to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the appropriate District form.
- 4.3 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.
- 4.4 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 within ten (10) working days of receipt prior to placement in the personnel file. Unit members shall be provided release time to review and respond to derogatory materials placed in their personnel file to the extent required by law, at times least disruptive to District operations or as otherwise agreed to by appointment. Derogatory material that is placed in unit member's personnel file shall be signed and dated. There shall be one (1) official
District personnel file for each unit employee that shall be maintained at the District's central administrative office.
- 4.5 Except as otherwise provided in Section 4.4, unit members shall have the right to inspect their personnel files during non---working time unless released by their immediate supervisor.
- 4.6 Neither the Association 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, sexual orientation, color, creed, age, national origin, or physical handicap.
- 4.7 Neither the District nor the Association shall impose reprisals or discriminate against employees or otherwise interfere with, restrain or coerce employees because of the exercise of their lawful union rights.
- 4.8 A unit member may be represented by the Association at meetings with District management that concern possible disciplinary action.
- 4.9 Complaints against unit members that may serve as a basis for disciplinary action shall be investigated by the District. This provision shall not apply to complaints alleging sexual harassment, child abuse or criminal activity. Complaints against unit members that result in derogatory material being placed in the unit member's personnel file shall be subject to

Section 4.4.

- 4.10 Members who are required to use their automobile shall be reimbursed in accordance to Board Policy 3350 and Administrative Regulation 3350.4d. (3).

ARTICLE 5
EVALUATION PROCEDURES

- 5.1 Probationary unit members shall have a probationary period of six (6) months. The unit member shall be evaluated no less than twice with at least one evaluation occurring in the middle of the probationary period. In the event the unit member is unable to work for six (6) or more days during his/her probationary period, the probationary period shall be extended by the total number of days the employee is absent.
- 5.2 Permanent unit members shall be evaluated no less than once every two years.
- 5.3 Unit members scheduled for evaluation shall be notified by their evaluator at the beginning of the school year as soon as administratively practicable, but no later than the end of the first trimester.
- 5.4 The primary evaluator shall be the unit member's immediate supervisor who is outside the bargaining unit
- 5.5 Unit members receiving a final evaluation, which includes a rating of unsatisfactory, shall be evaluated in the following school year, absent termination. During such time the evaluator shall provide feedback to the unit member, including suggestions and directions for improvement.
- 5.6 Unit members may attach a written response to the final evaluation within ten (10) working days, which shall become part of the unit member's personnel record.
- 5.7 Upon completion of the final evaluation, the unit member shall sign the document for the purpose of acknowledging receipt.

ARTICLE 6
VACANCIES AND TRANSFERS

6.1 Filling Vacancies

6.1.1 Vacancies shall be filled after administrative transfers and statutory required reinstatements have been completed by the District.

6.2 Notice of Vacant Positions

6.2.1 Vacancies designated by the District shall be posted at all worksites for a minimum of ten (10) calendar days prior to the closing deadline.

6.2.2 The posting shall include: job title, job description summary, including duties, minimum qualifications required, the number of work hours per day, work year assigned to the position, salary range, and filing deadline.

6.2.3 A unit member may apply for a vacancy by notifying the Personnel Office in writing within the posted filing deadline. The application shall be kept on file for the then current school year.

6.3 Transfers: For the purpose of this document, a transfer is defined as a change in work location. Probationary unit members shall not be eligible for lateral and/or promotional transfers.

6.4 Voluntary Transfers/Filling Vacancies

6.4.1 Unit member(s) may request a voluntary transfer at any time. Voluntary transfers of unit members may be approved by the District Management whenever such a transfer is in the best interest of the District as defined by the District Management. In determining the best interests of the District, factors, including the following, shall be considered by the District:

- Efficiency of District operations;
- District instructional and operational needs;
- School/department needs requiring employees with skills within the posted
- classification, experiences and strengths;
- Qualifications, including experience, education, and training;
- Personal interviews when applicable;
- Employee evaluations.

6.4.2 In the event the above factors are deemed equal by the District as between two or more applicants, the final determination shall be based upon length of service within the District.

6.5 Administrative Transfers

6.5.1 Transfers of 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. In determining the best interests of the District, factors, including the following, shall be considered by the District:

- Efficiency of District operations;
- District instructional and operational needs;
- School/department needs requiring employees with specific skills within the posted classification, experiences and strengths;
- Qualifications, including experience, education, and training.

6.5.2 A unit member affected by such transfer shall be given written notice when operationally practicable ten (10) calendar days prior to the transfer, and unless extenuating circumstances exist, a conference prior to the transfer shall be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

6.5.3 A vacancy need not exist in order for the District to initiate an administrative transfer.

ARTICLE 7

HOURS

- 7.1 The annual number of scheduled workdays for unit members shall be one hundred ninety-one (191) days. One hundred and eighty-four (184) instructional days with students; one- and one-half days (1.5) classroom set-up; two- and one-half days (2.5) professional development/staff meeting days; and one day (1.0) pupil-free day scheduled on the final day of the school year for teacher related duties at their discretion. The specific workdays and work year shall be designated by the District after conferring with CSEA. Full time unit members shall be required to attend a staff meeting one Tuesday each month during their work year from 3:00 – 5:00 p.m., for which they shall be compensated at the appropriate rate of pay. On the week of staff meetings, unit members will have the option of staying on Thursday from 4:00-5:00 p.m., at unit member's discretion for planning, preparing required instructional-related documentation, assessments, and reports. The remaining Tuesdays shall be used at the unit member's discretion for planning, preparing required instructional related documentation, assessments and reports from 4:00 – 5:00 p.m. for which they shall be compensated at the appropriate rate of pay.

Preschool Teachers will have the option of staying on two (2) additional Thursdays from 4:00-5:00 p.m. scheduled by the District at the unit member's discretion for planning, preparing required instructional-related documentation, assessments, and reports for which they shall be compensated at the appropriate rate of pay.

For months having a fifth working Tuesday, the Director will have the discretion in using this day for staff trainings, meeting, or professional development.

- 7.2 The regular workday for full time unit members shall be eight (8) hours exclusive of lunch. The initial scheduling of hours and workdays for each school year shall be at the discretion of District Management. Any subsequent rescheduling of hours and workdays during the school year shall be determined by District Management, in consultation with unit member and Association.
- 7.3 For full time unit members, there shall be a thirty (30) minute duty free lunch period, with two ten (10) minute breaks scheduled by the District during non--- instructional time.
- 7.4 Prior to offering overtime or extra duty, the supervisor shall inform the employee whether the assignment shall be compensated as salary or compensatory time. Overtime or extra duty shall be offered in the same manner to all employees. For example, if the most senior employee is offered salary for overtime and rejects the offer, the next person(s) on the seniority list shall also be offered the same compensation option.
- 7.5 The District shall provide salary, or compensatory time off, at a rate equal to one and one-half (1 ½) times the regular rate of pay to unit members designated and authorized to work overtime. Overtime is any time to be worked in excess of eight (8) hours in any one day, and in excess of (40) hours in any calendar week. When compensatory time off is accepted by the employee, the time must be used within twelve (12) months from the date earned.

All compensatory time not taken within the twelve (12) month period shall be paid out at a rate of one and one half ($1\frac{1}{2}$) times the unit member's rate of pay.

ARTICLE 8
LEAVE PROVISIONS
(Revised 2025-2026)

8.1 Sick Leave

- 8.1.1 Unit members will be credited at the rate of one day per month of employment for full---time work and prorated on an hourly basis for any person working less than eight hours per day.
- 8.1.2 Sick leave for regular part---time unit members shall be prorated according to time worked. Daily sick leave pay shall be equal to the hourly rate paid and the usual hours worked per day.
- 8.1.3 Employees shall once each fiscal year, be credited with a total of not less than 100 working days of paid sick leave, including days to which they are entitled under Section 10.1.1. Such days of paid sick leave shall be compensated at 50% of the employee's regular salary. At the end of the 100-day period, the District may elect to terminate the unit member if he/she is medically unable to return to his/her position on an unrestricted basis. When this occurs, the unit member shall be placed on a re-employment list for a period of thirty- nine (39) months.
- 8.1.4 If a unit member does not utilize the full amount of leave as authorized in Section 8.1.1, in any school year, the amount not utilized shall be accumulated from year to year. Upon request, the accumulated number of days shall be provided by the Payroll Office.
- 8.1.5 The District reserves the right to require medical verification by a licensed physician of an employee's claimed illness or injury leave where the District has a reasonable suspicion that leave benefits are being abused or used for improper reasons. If the physician is selected by the District, the examination shall be at District expense. Should it become evident that a unit member has falsified his/her reasons for absence, the District retains the right to discipline the employee. In the event of a serious illness or accident, a medical authorization to return to work may be required by District Management.
- 8.1.6 Except for emergency situations as determined by the District, a unit member must report their absence on the District absence management platform and when possible also notify their immediate supervisor as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice may be grounds for denial of leave with pay and/or disciplinary action.
- 8.1.7 Sick leave shall be deducted in hour increments.
- After 3:15pm, Unit members may use sick leave in thirty (30) minute

increments.

8.2 Personal Necessity Leave

8.2.1 A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the Sick Leave provisions of this Agreement may be used by the employee per school year, at his/her election, in case of personal necessity, as defined below:

- a) Death or serious illness of a member of the employee's immediate family, as defined in Section 8.3.2 herein.
- b) Accident, involving the employee's person or property, or the person or property of a member of the immediate family.
- c) Other reasons of compelling personal importance at the discretion of the Superintendent, or his/her designee, which shall include, but not be limited to, a funeral of close friends or relatives not within the bereavement leave; attendance at the wedding of a close friend or relative; graduation ceremony of a member of the immediate family; some adoption requirements; and observance of recognized religious holidays, provided that under no circumstances shall a personal necessity leave be available for purposes of personal convenience for matters which can be taken care of outside the work hours, or for recreational activities. In the event of a highly personal circumstance in which the assurance of confidentiality is critical, a verbal or written request may be presented directly to the Superintendent or his designee.

8.2.2 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the school site administrator except in cases of "a" and "b" above, and the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

8.2.3 Unit member shall request and verify in writing on a District provided form that the personal necessity leave was used only for purposes as set forth in Section 8.2.1c herein. In cases of suspected abuse of personal necessity, the District may require additional verification.

8.2.4 Notwithstanding any provision stated above, a unit member may use two of the seven available personal necessity leave days per school year for personal business reasons. Such leave is not cumulative from year to year. The utilization of this leave requires approval in advance by the immediate supervisor (management level). However, under no circumstance will this leave be granted to more than 2% of the bargaining unit district-wide on a given day. Leaves will be granted on a first come, first served basis.

8.3 Bereavement Leave

8.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, without loss of salary, on account of the death of any member of their immediate family.

8.3.1.1 If out-of-state travel is required, five (5) days leave of absence will be available without loss of salary.

8.3.1.2 If out-of-state travel is not required, the unit member is entitled to an additional two (2) days of leave using available paid leave pursuant to Section 8.2.4 (Personal Necessity Leave). In the absence of available personal necessity leave days, and provided the employee has worked for the District for at least 30 days, the employee may use two (2) unpaid leave of absence days.

8.3.2 For purposes of this provision, an immediate family member shall be limited to parent, step-parent, grandmother, grandfather, child, step-child, or grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, registered domestic partner, brother or sister of the employee, or any relative living in the immediate household of the employee.

8.3.3 For purposes of this provision, members of the immediate family include:

- a) The mother, father, aunt, uncle, grandmother, grandfather, or grandchild of the employee or the employee's spouse or domestic partner.
- b) The employee's spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother or sister
- c) Any relative living in the employee's immediate household.

8.4 Leave for Pregnancy Disability

8.4.1 Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth or a related medical condition on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparing for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

8.4.2 Unit members who have exhausted all available paid leaves and leave under the Pregnancy Disability Leave Act (Government Code §12945) and who continue to be disabled by pregnancy, miscarriage, childbirth or a related medical condition may request additional unpaid leave. This additional unpaid leave shall be at the discretion of the District.

8.4.3 The unit member on leave for pregnancy disability shall be entitled to return to the

same or comparable position.

- 8.4.4 Unit members wanting to add a new child to their insurance coverage, as a dependent due to birth or adoption, must make that request to the Business Office within 30 days of the event. (See section 8.6.2)

8.5 Child Bearing Preparation and Child Rearing

- 8.5.1 Leave without pay or other benefits may be granted to a unit member for preparation of child bearing, for child rearing, or adoption.
- 8.5.2 The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (3) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay. In the case of an adoption, if an acceptable, qualified substitute is able to be secured prior to the expiration of the thirty (30) day period, the number of days may be reduced.
- 8.5.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
- 8.5.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30th in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 8.5.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.
- 8.5.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.
- 8.5.7 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is no vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

8.6 Family Care and Medical Leave

- 8.6.1 Under state and federal law, unit members who have been employed by the District for more than twelve (12) months and who have worked at least 1,250 hours for the District during the previous twelve (12) month period, have the right to an unpaid

family care and medical leave of up to twelve (12) work weeks (or twenty-six (26) workweeks if caring for an injured service member or veteran) in a twelve (12) month period

(1) for the birth of a child or placement of a child for adoption or foster care, within the first twelve (12) months after birth or placement;

(2) to care for the employee's child, parent, spouse, or registered domestic partner (California Family Rights Act leave only) with a serious health condition;

(3) for the employee's own serious health condition which makes him/her unable to perform his/her job;

(4) to care for a covered military service member or veteran with a serious injury or illness sustained in the line of duty on active duty if the employee is the spouse, child, parent, or designated next of kin of the service member; and

(5) any qualifying exigency arising out of the fact that the employee's parent, spouse, or child is a covered service member who is being deployed to a foreign country. The twelve--- (12) month period in which the twelve (12) weeks of leave entitlement occurs shall commence on the date when the employee's first family care or medical leave begins and count backward from that date. When granting this leave, the District guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

- 8.6.2 If possible, at least thirty (30) calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable thirty (30) days in advance, the District must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with. A complete description of the terms, conditions, and Procedures related to Family Care Leave exists in Board Policy 4161.8/4261.8/4361.8.

8.7 Industrial Accident Leave

- 8.7.1 Unit members will be entitled to industrial accident and illness leave according to the provision in Education Code Section 45192 and who have qualified for worker's compensation under the provisions of the District provider.
- 8.7.2 Industrial accident leave shall start on the first day of absence and shall not accumulate from year to year
- 8.7.3 Such leave shall not exceed sixty (60) days during which time the schools of the District are required to be in session or when the unit member would otherwise

have been performing work for the District in any one fiscal year for the same industrial accident.

- 8.7.4 When an industrial illness or accident leave overlaps into the next fiscal year, unit members are entitled to only the amount of unused leave due the unit members for the same illness or injury. On expiration of allowable leave for an industrial illness or accident, unit members may use personal illness and injury leave, provided that if unit members continue to receive temporary disability indemnity, they may elect to take as much of the accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to unit members of not more than the unit member's full salary. After accumulated personal illness and vacation leave is exhausted, unit members may use the one hundred (100) days at fifty-percent (50%) pay leave as provided in Section 10.1.3. After the unit member has exhausted all available leaves, the District may elect to terminate the unit member if he/she is not medically able to return to work and perform the essential functions of his/her position, with or without reasonable accommodation. When this occurs, the unit member shall be placed on a re-employment list for thirty-nine (9) months.
- 8.7.5 Industrial illness or accident leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award. With prior approval by the immediate supervisor, industrial illness or accident leave can be used for doctor or physical therapy appointments relating to Worker's Compensation approved claims for industrial illness or accident leave. The leave shall be reduced from the sixty (60) day industrial accident leave in full or half day increments for employees to attend industrial illness or accident leave appointments.
- 8.7.6 Unit members on allowable leave for industrial illness or accident shall be paid such portion of the salary due for any month in which the accident occurs as, when added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the unit members of not more than their full salary.
- 8.7.7 A unit member claiming an industrial accident or illness leave shall be subject to examination by a physician designated by the District's insurance carrier or a physician of their choice pre---designated in writing to assist in determining the qualification and the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributed to the injury or illness involved.
- 8.7.8 During any industrial accident or illness paid leave of absence, the District, at the unit member's election, shall receive the temporary disability and indemnity checks received from the claims administrator as a result of the industrial accident or illness. Absent election, the procedures under Education Code 45192 (f) shall apply. The District, in turn, shall issue the unit member appropriate salary warrants as indicated in Section 8.7.6 herein.

8.8 Judicial Leave

8.8.1 Unit members will be provided 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 connivance or misconduct of the unit member.

8.8.2 The unit member shall receive his or her regular earnings from the District. In the case of jury service, the unit member shall transmit to the District as soon as possible all fees, exclusive of mileage, received for such service.

8.9 Leaves Without Pay

8.9.1 The applications for and granting of such leaves of absence shall be in writing. Unit members on leaves without pay shall be permitted participation in the District insurance programs by making premium payments directly to the District. In addition, a unit member on such leave shall notify the District Personnel Office in writing at least thirty (30) work days prior to the end of their leave as to their intent to return to employment in the District. Failure to so notify shall be considered an abandonment of position and forfeiture of all insurance benefits.

8.9.2 Leaves of absence without pay may be granted for periods up to one year at the discretion of the Board of Trustees. Unit members on unpaid leave shall be reinstated unless a layoff occurs affecting their employment status. Vacation, sick leave, and seniority benefits shall not accrue while a unit member is absent on leave without pay for a period exceeding one month.

8.10 Military Leave

Leaves of absence for active military service shall be granted as mandated and regulated by state and federal law.

8.11 Miscellaneous Leaves Without Pay

Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment or tenure credit, may be granted for a period not to exceed one school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the District.

8.12 Catastrophic Sick Leave

8.12.1 Unit members may request the donation of leave credit in the event of a catastrophic illness or injury to themselves or a member of their immediate family as defined in Article Section 8.12.2(b).

8.12.2 Definitions

“Catastrophic illness or injury” means an illness or injury which would require the unit member to be absent from work for an extended period of time, not less than ten (10) days, to care for the unit member or a member of the unit member’s immediate family as defined below, subject to the following conditions set forth under Section 8.12.3:

- a) The unit member -The extended absence creates a financial hardship for the unit member because he or she has exhausted their accrued sick leave under Sections 8.1.1 and 8.1.2, extended sick leave under Section 8.1.3, vacation entitlement and any compensatory time credit provided under this Agreement.
- b) Immediate Family – Once all available paid leave has been exhausted, including vacation entitlement and any compensatory time credit, the unit member may apply for additional days under Catastrophic Leave not to exceed a total of twenty (20) days. “Immediate family,” as used in this section, means mother, father, spouse, registered domestic partner, son, daughter, brother or sister.

8.12.3 Conditions

- 8.12.3.1 The donation of eligible leave credits for Catastrophic Leave must be requested by the unit member in writing.
- 8.12.3.2 A unit member who requests Catastrophic Leave shall provide verification 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.
- 8.12.3.3 A unit member who applies for Catastrophic Leave understands that he or she waives any right to privacy concerning the communication of the circumstances and factors related to the catastrophic illness. This information will be kept confidential by the committee defined in Article 10.8.6.
- 8.12.3.4 A committee composed of two (2) unit members and two (2) administrators shall be formed. The committee shall cause a donation list to be generated and administer the use of donor names and user names, informing the donors when their days are used and informing the staff when the donor list drops below fifty (50) days. The committee, by majority opinion, shall determine that the employee is unable to work due to a catastrophic illness or injury of self or family member and has exhausted all accrued paid leave entitlements, vacation entitlement and any compensatory time credits. When verification and determination have been made, the committee may then approve the transfer of sick leave credits. All

information is to be kept confidential and decisions reached by the committee are final.

8.12.3.5 The maximum benefit to be received by any unit member for any single catastrophic illness or injury is twenty (20) days per school year.

8.12.3.6 Participation in the Catastrophic Leave Program is voluntary on the part of both donors and applicants. In order to participate in the Catastrophic Leave Program, the unit member must waive any and all claims against the Association and/or the Lennox School District arising from the administration for the Catastrophic Leave Program by signing the waiver and release that reads as follows:

“As a requirement, and as consideration for my participation in the Catastrophic Leave Program, detailed in Article 10.12 of the collective bargaining agreement between the parties, I (name) hereby waive and release any and all claims I have or may have in the future, known or unknown, against the CSEA and/or the District in connection with the administration of the Catastrophic Leave Program.”

8.12.3.7 The Catastrophic Leave Program shall not be subject to the Grievance Procedures of this Agreement.

8.12.3.8 Unit members may join a Donor’s List for the use of unit members in the event that a unit member or a member of their immediate family suffer from a catastrophic illness or injury as defined in Article 10.12.2.1 above, when the unit member qualifies for this Catastrophic Leave Program.

8.12.3.9 Unit members may donate up to five (5) days to the donor list. At no time shall unit members have more than five of their sick days on the donor list. Unit member names will be used at the rate of one day at a time. As the day is deducted from the donor, his/her name will be moved to the bottom of the list if he/she has any days remaining. When new donors are solicited, their names will be added at the bottom of the list. The minimum number of days on the donor list to maintain the program will be fifty (50). If the number of days drops below fifty (50), the committee will recruit for additional days. A minimum of seventy-five (75) days is necessary to begin the Catastrophic Leave Program. Leave donations shall be voluntary and irrevocable. The unit member must use donated time in full-day increments. Such leaves shall be donated by the donor and charged to the **recipient** on an hourly basis. Donors may have their names removed from the Donor’s List at any time upon written

request.

- 8.12.3.10 In order to ensure that unit members retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of fifteen (15) days.

8.13 Paid Parent Leave

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

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 recovery therefrom.

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

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 fifty percent (50%) pay for the remainder of the twelve (12) week leave.

Unless there are extenuating circumstances, the unit member must give the District at least thirty (30) days advance written notice of his/her intention to use parental leave and the anticipated dates of the leave.

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

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

ARTICLE 9
HEALTH AND WELFARE

- 9.1 The District shall provide a maximum monthly contribution for medical, chiropractic, dental, vision, and income protection insurance for eligible unit members and their eligible dependents. Any premium cost in excess of the District contribution shall be paid by the unit member through payroll deduction. (See Appendix A)
- 9.2 Each subsequent year, the District will adjust the amount of its contribution, toward the cost of medical benefits so that the cost of the lowest cost Tier II employee-only plan will be fully paid by the District. The same dollar amount necessary to adjust the District's contribution to the lowest cost Tier II employee-only plan shall also be added to the District's previous year's contribution to all other plans. Contingent upon the medical plan selected and possible inclusion of dependents, an employee contribution may be necessary.
- 9.3 Insurance carriers will be selected by the District after consultation with the Association.
- 9.4 The District will implement a premium conversion plan as allowed by Internal Revenue Code Section 125, to provide unit members the opportunity to pay for their contribution on a before tax basis.
- 9.5 Newly-hired unit members shall be required to select from the Health Maintenance Organization (HMO) carriers for medical insurance for the first year of employment. Thereafter unit members shall be eligible to select from the full range of District selected medical carriers.
- 9.6 During the open enrollment period, any health benefit eligible classified unit member married to another health benefit eligible classified unit member (including registered domestic partner) who agrees to waive his/her medical benefits (not including dental, vision, or income protections benefits) shall receive \$425 tenthly, (provided the unit member waiving the medical benefits accepts coverage under a pre-existing family health plan held by his/her spouse/registered domestic partner.
- 9.7 Regular full-time, permanent employees who retire from the District are eligible to continue enrollment in the District's hospital medical and vision plan approved by the Board of Trustees provided:
 - a) The employee has completed fifteen (15) years of full-time service in the Lennox School District.
 - b) The employee has retired from District service in accordance with the rules and regulations then in effect in the retirement system of which he/she is a member (STRS).

- c) The employee is at least fifty-five (55) years of age and is receiving retirement allowance from STRS.
- d) The employee was enrolled in approved District hospital medical plan at the time the retirement became effective.
- e) The District will provide hospital---medical---dental---vision benefits for the eligible retiree and his/her spouse in the same manner as a full---time employee until the retiree reaches sixty---five (65) years of age, becomes Medicare eligible, or is deceased, whichever occurs sooner.
- f) Failure of the retiree to submit payment for retiree's share of premiums or to provide information as required by the District may disqualify retiree and dependents from further participation in these benefits.

ARTICLE 10
SALARY
(Revised 2025-2026)

- 10.1 The classified unit member salary schedule will be increased by one three percent (3%) effective July 1, 2025. In addition, classified unit members will receive a one-time, off-schedule payment of two percent (2%) for unit members employed as of July 1, 2025.
- 10.2 Unit members assigned to work outside of their work year shall be paid on an hourly basis in accordance with the pre-school salary schedule attached as Appendix A.
- 10.2.1 Unit members required to teach a double session within a given workday due to lack of teaching personnel or preschool substitute teacher coverage, will be compensated at a rate of sixty dollars (\$60) per workday (in addition to current placement on the pre-school salary schedule), to be paid monthly.
- 10.2.2 Upon request the District shall provide the CSEA Chapter President Association with the class enrollment count for each preschool site. If the adult-to-student ratio exceeds the California State Preschool licensing requirements in accordance with the California Department of Education, a stipend will be paid to each impacted lead teacher in the amount of \$5.00 per child, per day.
- 10.3 Unit members completing ten (10) years of service from the date of hire with the Lennox School District, working four (4) or more hours per day, shall receive an additional \$800 per year on their anniversary date. Longevity payments describe above shall be pro-rated for any employees who do not complete their anniversary date. Calculations may differ due to rounding.
- 10.4 Unit members completing fifteen (15) years of service from their date of hire with the Lennox School District, working four (4) or more hours per day, shall receive an additional \$1,200 per year on their anniversary date. Longevity payments described above shall be pro-rated for any employees who do not complete their anniversary date. Calculations may differ due to rounding.
- 10.5 Unit members completing twenty (20) years of service from their date of hire with the Lennox School District, working four (4) or more hours per day, shall receive an additional \$1,400 per year on their anniversary date. Longevity payments described about shall be pro-rated for any employees who do not complete their anniversary date. Calculations may differ due to rounding.
- 10.6 Unit members completing twenty-five (25) years of service from their date of hire with the Lennox School District, working four (4) or more hours per day, shall receive an additional \$1,600 per year on their anniversary date. Longevity payments described above shall be pro-rated for any employees who do not complete their anniversary date. Calculations may differ due to rounding.

- 10.7 Unit members completing thirty (30) years of service from their date of hire with the Lennox School District, working four (4) or more hours per day, shall receive an additional \$1,800 per year on their anniversary date. Longevity payments described above shall be pro-rated for any employees who do not complete their anniversary date. Calculations may differ due to rounding.
- 10.7.1 For sub-sections 10.3 through 10.7, eligible part-time employees working less than four (4) hours per day shall receive half (1/2) the amount of longevity bonuses offered to full-time employees. Effective July 1, 2021.
- 10.8 Courses taken for salary schedule advancement shall be subject to the following prior approval and transcript submission procedures.
- 10.8.1 All course approval forms must be submitted prior to the taking of the given course. Completed course approval forms should be submitted to the site Director no later than the beginning of the third week of the course. Forms are first approved by the site Director and then by the Chief Personnel Officer within ten (10) working days. Final approval shall be granted by the Chief Personnel Officer.
- 10.8.2 In order for courses to be applicable for movement on the salary schedule, courses must be from an accredited institution of full collegiate grade, be subsequent to the degree, and be upper division or graduate level. In the case of Spanish language classes, both upper division and lower division will be accepted. It is understood that sometimes in a person's acquisition of a language, repeating levels of training is necessary in order to obtain proficiency. Therefore, the District will accept two courses equivalent to the beginning, intermediate, and advanced levels in language training. With an instructor's recommendation, additional classes beyond the sequence may be credited. When Spanish classes are offered in the District, the District shall request that the provider arrange for college credit at an accredited institute so that units may be achieved at employee expense. Notification of the process to secure these units shall be provided at the initial orientation session for the course.
- 10.8.2 The District retains the right to not approve one or more courses submitted by a unit member. In the event a coursework approval is denied, either the unit member, Director, or Chief Personnel Officer may request a conference to determine what conditions must be met so that approval will be granted. The plan must be in writing and clearly enumerate the conditions by which coursework approval will be granted.
- 10.8.3 For unit members who are newly hired by the District, a copy of formal transcript request or receipt for all transcripts for university coursework and verification of previous employment must be submitted to the Personnel office within thirty (30) calendar days in which students are in regular session from the date of hire in order to receive full salary schedule credit retroactive to the date of hire. In cases where

transcripts or verification of previous employment are not submitted by the deadline, there shall be no retroactive compensation.

- 10.8.4 Higher placement on the salary schedule shall be made effective the first duty day of the calendar month following receipt of official transcripts substantiating such placement.
- 10.8.5 Courses taken without prior approval or without verification of completion in accordance with the procedures set forth herein, shall not be eligible for salary advancement credit or retroactive compensation.
- 10.8.6 Course units offered and paid for by the District are not allowable for advancement on salary schedule.

ARTICLE 11
SAFETY

- 11.1 In an effort to maintain safe working conditions for unit members, the District shall establish a safety committee of up to twelve (12) individuals. The District and CSEA shall mutually select four (4) unit members to participate on the committee. The function of this committee shall be to review and investigate unsafe conditions.
- Unit members shall 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. A copy of the report shall be submitted to the Superintendent or his/her designee for the purpose of reporting incidents to the Safety Committee.
- 11.2 In the event there is a dispute as to whether an unsafe condition exists between the unit member and his/her immediate supervisor, the unit member and/or the supervisor may appeal to the Superintendent or his/her designee for a recommendation. Should the dispute directly involve the Superintendent or his/her designee, the dispute shall be referred to the Health and Safety Consultant who shall render a recommendation to the Superintendent or his/her designee.
- 11.3 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 his/her designee.

ARTICLE 12

GRIEVANCE PROCEDURES

12.1 Definitions

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.

A grievant is the unit member who files a grievance, or CSEA.

A day is a day in which the District Office is open for business and is within the grievant's work year, if the grievant is not CSEA.

An immediate supervisor is the District's designee, not in the bargaining unit, having immediate jurisdiction over the grievant.

12.2 General Provisions

The District and CSEA agree that the parties shall attempt to resolve grievances at the lowest level possible.

12.2.1 A grievant may have CSEA representation at any level of the grievance procedure.

12.2.3 The grievance time limits may be extended upon mutual agreement of the parties.

12.2.4 A CSEA grievance or group grievance may be initiated at Formal Level 2 of the grievance procedure, subject to written approval of the District.

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

12.2.6 Failure by the grievant to adhere to time limitations shall be deemed a termination of the grievance and a waiver of the grievant's right to proceed in a grievance process.

12.3 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve a complaint by requesting an informal conference with the grievant's immediate supervisor.

12.4 Formal Levels

Level 1: Immediate Supervisor Level

Within twenty (20) days after 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 circumstance

involved, the decision rendered at the informal conference, and the specific remedies sought.

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

Upon request, a personal conference shall be held to discuss the grievance. The grievant may be accompanied by an authorized representative of CSEA during this conference.

Level 2: Superintendent or Designee

In the event the grievant is not satisfied with the decision at Level 1, 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, in writing, 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 CSEA during this conference.

Level 3: Mediation

In the event the grievant is not satisfied with the decision at Level 2, the grievant may submit a written request to the Superintendent or designee that the grievance be referred to the State Conciliation Service for mediation. The mediator shall meet with the parties and attempt to facilitate a resolution of the pending grievance.

Level 4: Arbitration

If the grievant is not satisfied with the decision rendered pursuant to Level Three (3), he/she may:

- (a) Submit a request in writing to the Superintendent for advisory arbitration of the dispute; or
- (b) Upon mutual agreement of the Association and the District, waive the right to arbitration and appeal directly to the Board of Trustees. Said request must be made within ten (10) working days. If arbitration is requested by the grievance, and agreed upon by the Association and upon receipt of written request, the Superintendent or designee shall ask the American Arbitration Association to

supply a panel of five (5) names. A copy of this request shall be sent to the Association. Within five (5) working days of the receipt of the panel of five (5) names, the Superintendent and the Association shall alternatively strike the names in order of preference and notify the American Arbitration Association of the selection. If arbitration is not requested, the Superintendent shall refer the matter to the Board of Trustees.

- (c) The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.

The arbitrator shall have no authority to add to, delete, or alter any provisions of the Agreement but shall limit his/her decision to the application and interpretation of its provisions.

The arbitrator shall, as soon as possible, hear evidence and render findings and recommendations on the issues(s) submitted by the parties in writing to the Board of Trustees, grievant, and Association. If a question arises as to the arbitrability of a grievance, such question shall be first decided by the arbitrator at a separate hearing prior to a hearing on the merits.

The award of the arbitrator shall be advisory to the Board of Trustees, the Association, and the District.

Level 5: Board of Trustees

- (a) If the Association waives the right to arbitration and appeals directly to the Board of Trustees, the following procedure shall occur:

The grievant may appeal the decision in writing to the Board of Trustees, through the Superintendent, as secretary to the Board, within ten (10) days after the final mediation session. A copy of the appeal shall be furnished to the Superintendent.

Upon receipt of the appeal, the Superintendent shall furnish, within thirty (30) days, a report to the Board of Trustees. This report shall include the statement of grievance and other pertinent materials. In addition, the Superintendent shall provide each party a brief opportunity to meet with the Board and clarify their respective positions.

The decision of the Board shall be communicated in writing to the grievant and CSEA, with copies to the Superintendent, Assistant Superintendent – Employer/Employee Relations, Principal, and/or supervisor. The decision of the Board of Trustees shall be final and

binding.

- (b) If the Association elects to proceed to arbitration on a Level 4 or above, the Board, at its discretion, may request additional information from the District and/or the Association concerning the arbitrator's findings and recommendations, or render a ruling based on the arbitrator's decision alone. The decision of the Board of Trustees shall be final and binding.

ARTICLE 13
ORGANIZATIONAL SECURITY

- 13.1 The Association has the sole and exclusive right to have employee organization membership dues deducted by the District for employees who have elected to join the Association. Payroll deductions shall be processed in accordance with standard District operating procedures and timelines.
- 13.2 The District shall, without charge, pay to the Association the sums deducted under this Article.
- 13.3 The Association agrees to indemnify and financially hold harmless the District, its Governing Board, officers, and administrators, against any and all claim demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, costs, that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The District shall promptly notify the Association of any civil, administrative, or other action taken against the District as a result of its compliance with this Article.

EMPLOYEE INFORMATION

- 13.4 The District shall provide CSEA notice of any newly hired employee within ten (10) work days of date of hire via electronic mail, which shall include the following information: Full legal name, date of hire, classification, and site.
- 13.5 “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, who is a member of the CSEA classified bargaining unit and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit. This does not include substitute employees.
- 13.6 Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date. The District shall provide CSEA with contact information on the new hires. The District shall not actively solicit unit members to opt out of providing information. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, at CSEA’s expense, within thirty (30) business days from the date of hire. This contact information shall include the following items, if they are included in the District’s records, with each field in its own column:

- I. First name;

- II. Middle initial;
- III. Last name;
- IV. Suffix (e.g. Jr., III)
- V. Job title;
- VI. Department;
- VII. Primary worksite name;
- VIII. Work telephone number;
- IX. Work telephone extension;
- X. Home street address (incl. apartment #);
- XI. City;
- XII. State;
- XIII. ZIP Code (5 or 9 digits);
- XIV. Home telephone number (10 digits);
- XV. Personal cellular telephone number (10 digits);
- XVI. Employee ID number;
- XVII. Personal email address of the employee;

- 13.7 Periodic Update of Contact Information: Except for the above limitations, the District shall provide CSEA with a list of all bargaining unit members' names and contact information as provided in section 17.5 above on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service at CSEA's expense.

NEW EMPLOYEE ORIENTATION

- 13.8 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 13.9 Scheduled New Employee Orientations: The District shall provide CSEA access to its scheduled new employee orientations. Scheduled new employee orientations shall generally be on District property, during the regular operating hours of the District, at least once per month, except where no unit members have been hired. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. During these scheduled orientations, CSEA shall have thirty (30) minutes of paid release time for one CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session. CSEA shall provide the District with the contact information (email and cell phone number) of the designated CSEA representatives.

The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any District new employee orientation packet provided to newly hired employees. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

ARTICLE 14
CONCERTED ACTIVITY

- 14.1 It is agreed and understood that any strike, work stoppage, slow down, picketing, or refusal to perform job functions and assigned responsibilities or other interference with the operations of the District is in violation of this Agreement, and the Association agrees it will not call or sanction a strike, work stoppage, slow down, picketing, (except for informational picketing which does not interfere with District, student, and/or Board activities), or refusal to perform job functions and assigned responsibilities. Additionally, it is agreed that there shall be no interference with the operations of the District by the Association or its agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 14.2 The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 14.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided the Association during the period of the concerted activity.
- 14.4 The District shall not lock out unit members from performing their required services.

ARTICLE 15
SAVINGS/SEVERANCE CLAUSE

- 15.1 Savings Clause – If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect herein so long as such law, rule, regulation, or order shall remain in effect. An invalidation of part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 15.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.

ARTICLE 16
COMPLETION OF MEET AND NEGOTIATION

- 16.1 During the term of this Agreement, the Association and District agree not to request meeting and negotiating on changes in this Agreement except as provided in Article 18, Term.
- 16.2 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 17
EFFECT OF AGREEMENT

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, and that in the absence of specific provisions in this Agreement, such policies, practices, and procedures are discretionary with the District, consistent with Article 3, Management Rights.

ARTICLE 18
PARENT COMPLAINTS

- 18.1 Complainants should first attempt to resolve the complaint informally with the involved employee.
- 18.2 In the absence of informal resolution of a parent or guardian's complaint, the complainant shall direct the complaint to the employee's supervisor who shall hear the complaint.
- a) Within a reasonable period of time following the receipt of a public complaint, except where otherwise prohibited or restricted by law or a law enforcement agency, the director shall notify the involved employee of any public complaint, which could be reasonably expected to adversely affect the professional reputation of the employee.
 - b) The director shall investigate the complaint, providing both parties every opportunity for explanation, comment and presentation of facts as a basis for assessment and resolution.
- 18.3 If the parent or guardian wishes to appeal the decision of the director he/she shall forward the complaint in writing to the office of the Superintendent or designee with a written request for review of the decision. A copy of this request for review shall be sent to the employee concerned.
- 18.4 If the parent or guardian desires to appeal the decision of the Superintendent or designee to the Board of Trustees, he/she shall do so by requesting the opportunity to address the Board in Closed Session. The employee who is the subject of such a complaint shall be notified and given the opportunity to attend this session. The decision of the Board of Trustees shall be final and binding on all parties.

ARTICLE 19

TERM

(Revised 2025-2026)

This Agreement is effective beginning July 1, 2025, through June 30, 2028. This Agreement shall continue in effect until such time as new successor agreement is reached.

a. During the 2026-2027 and 2027-2028 school years, the District and Association shall have the right to reopen Article 11: Health and Welfare, and Article 12; Salary, and two additional articles at each Party's discretion.

b. The parties agree to commence negotiations, unless extenuating circumstances exist, by March 15th of each year.

APPENDIX A
LENNOX SCHOOL DISTRICT
CLASSIFIED EMPLOYEE'S SALARY SCHEDULE 2025/2026
Effective July 1, 2025
Schedule E

COLUMN	1			2			3			4			5		
	12-23 ECE Units (Associate Teacher)			Must Have ECE Teacher Permit plus up to 35 Units			Must Have ECE Teacher Permit plus 36 units up to 65 units			Must Have ECE Teacher Permit plus 66 units up to 95 units			Must Have ECE Teacher Permit plus Bachelor's Degree		
STEP	Monthly	Daily	Hourly	Monthly	Daily	Hourly	Monthly	Daily	Hourly	Monthly	Daily	Hourly	Monthly	Daily	Hourly
1	2800.21	175.98	22.00	2941.12	184.78	23.10	3088.16	194.03	24.24	3242.56	203.72	25.46	3404.69	213.91	26.75
2	2885.09	181.28	22.65	3029.35	190.32	23.79	3180.80	199.84	24.98	3339.85	209.83	26.23	3506.84	220.32	27.54
3	2971.63	186.70	23.34	3119.09	196.03	24.51	3276.23	205.85	25.72	3440.03	216.13	27.01	3612.04	226.93	28.36
4	3060.79	192.29	24.03	3213.84	201.92	25.24	3374.51	212.02	26.49	3543.23	222.61	27.83	3720.41	233.74	29.22
5	3153.19	198.07	24.77	3310.57	207.99	26.00	3475.81	218.38	27.30	3650.05	229.29	28.65	3832.16	240.75	30.11

COLUMN	6			SITE SUPERVISOR		
	Must have ECE Teacher Permit plus Bachelor's Degree & Master's Degree			Must Have Bachelor's Degree & Site Supervisor Permit		
STEP	Monthly	Daily	Hourly	Monthly	Daily	Hourly
1	3574.94	224.60	28.07	4922.03	309.24	38.64
2	3682.19	231.34	28.91	5167.67	324.68	40.58
3	3792.63	238.27	29.78	5431.85	341.27	42.66
4	3906.41	245.42	30.68	5707.61	358.59	44.81
5	4024.39	252.80	31.60	5994.99	376.66	47.09

***Calculations may differ due to rounding.**

In order to be placed in columns 2, 3, 4, or 5, an employee must possess an ECE Teacher Permit (24 ECE units).

In order to progress from one step to another, the employee must work one hundred thirty-five (135) student days of their regular work year exclusive of time worked as a substitute.

This salary schedule is based on 191 work days at 8 hours per day. Students are in session 184 days.

APPENDIX B
LENNOX SCHOOL DISTRICT
Fringe Benefits – 2025-2026
Tenthly Monthly Rates Effective January 1, 2026 – December 31, 2026

CLASSIFIED			Employee Deduction	District Contribution	Total Cost
KAISER - PLUS (Tier II) VENDOR # 0000002079	GTN: KPN		205	207	
	Employee	01	8.00	928.00	936.00
	Employee + 1	02	804.90	1,206.10	2,011.00
	Family	03	1,480.68	1,280.32	2,761.00
UNITED HEALTHCARE - Harmony (Tier I)	GTN: UHH		212	213	
	Employee	01	0.00	841.00	841.00
	Employee + 1	02	561.73	1,118.27	1,680.00
	Family	03	1,273.98	1,203.02	2,477.00
UNITED HEALTHCARE - Alliance (Tier II)	GTN: UHA		210	211	
	Employee	01	0.00	928.00	928.00
	Employee + 1	02	711.73	1,118.27	1,830.00
	Family	03	1,480.98	1,203.02	2,684.00
UNITED HEALTHCARE - Journey (Tier III)	GTN: UHJ		201	202	
	Employee	01	25.00	928.00	953.00
	Employee + 1	02	707.73	1,118.27	1,826.00
	Family	03	1,453.98	1,203.02	2,657.00
UNITED HEALTHCARE - HSA VENDOR # 0000002230	GTN: H S A		208	209	
	Employee	01	677.39	1,052.61	1,730.00
	Employee + 1	02	2,207.06	1,252.94	3,460.00
	Family	03	3,709.03	1,389.97	5,099.00
DELTA DENTAL #7063-7604 VENDOR # 0000001980	GTN: DDP			161	
	All Employees	03	\$0.00	\$136.25	\$136.25
VSP VISION VENDOR # 0000002250	GTN: VSN		176	177	
	Employee	01	0.00	13.14	13.14
	Employee + 1	02	0.00	19.04	19.04
	Family	03	0.00	34.15	34.15
	Employee	04	9.10	13.14	22.24
	Employee + 1	05	13.18	19.04	32.22
	Family	06	23.66	34.15	57.81
VOYA VENDOR # 0000002466	GTN: IPN			254	
		01	0.00	43.40	43.40

APPENDIX C

Definitions

1. Date of hire is the date on which an employee shall perform his/her first Hour of Service.
2. "Bargaining Unit Seniority is secured by hours in paid status in a classification or higher classes included in the bargaining unit.
3. "Class" is any group of classifications sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
4. "Fiscal Year" is July 1st through June 30th.
5. "Permanent Employee" is a regular employee who successfully completes the probationary period.
6. "Probationary Employee" is a regular employee who will become permanent upon completion of a prescribed probation period.
7. "Seniority in Class" is secured by date of hire within affected classification.