

***AGREEMENT***

***BY AND BETWEEN THE***

***CLASSIFIED ORGANIZATION***

***AND THE***

***LEMOORE UNION ELEMENTARY***

***SCHOOL DISTRICT***

***2022-2025***

***Board Ratified: November 8, 2022***

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## **ARTICLE I: AGREEMENT**

### **A. AGREEMENT:**

The articles contained herein constitute an agreement by and between the Trustees of the Lemoore Union School District, hereinafter, referred to as the "District" and the Lemoore Elementary Classified Organization, hereinafter, referred to as the "Organization". This agreement is entered into pursuant to the provision contained within the Rodda Act. It is mutually agreed by the parties that the terms and conditions of the prior agreement between the parties, originally established for the period of July 1, 1984 until June 30, 1997, are fully supplanted and/or superseded by the terms and conditions herein set forth, and that there is hereby established a full and complete Agreement which replaces the prior 1984-98 Agreements.

The term of this agreement shall commence on July 1, 2022 and shall remain in full force and effect until June 30, 2025. However, it is agreed that either party may “reopen” for the 2023/2024, 2024/2025 school years, negotiations on Article IX: Holidays, Article XVIII: Basic Health Benefits and Article XXII: Compensation (total compensation). Aside from Article IX, XVIII and XXII, either party may “reopen” two (2) additional Articles.

### **B. ACKNOWLEDGMENT:**

The District hereby acknowledges that the Organization is the exclusive bargaining representative for all classified employees. All newly created positions, except those that lawfully are certificated, confidential, management, and supervisory shall be assigned to this bargaining unit.

The appropriate Unit shall exclude all employees in the following classifications and any other positions designated as management in accordance with Government Code Section 3540.1:

Chief Business Official; Director of Child Nutrition; Director of Facilities, Maintenance and Operations; Director of Human Resources; Director of Information Technology; Administrative Assistant to the Superintendent; Administrative Assistant, Curriculum Services; Administrative Assistant, Business Services; Business Services Technician; Administrative Assistant, Human Resources; Special Services Technician; Child Nutrition Account Technician; and, District Office Clerk.

## **ARTICLE II: NEGOTIATIONS PROCEDURES**

### **A. NEGOTIATIONS:**

1. The Organization and the District agree to initiate the negotiation process by presenting initial reopener or successor contract proposals, as applicable, to the Governing Board no later than the April Board meeting.
2. Either party may utilize the services of outside consultants.
3. Negotiations shall take place at mutually agreeable times and places.
4. Any tentative agreement reached between the parties shall be reduced in writing and signed.
5. The Organization may designate one (1) to ten (10) representatives who may divide a total of forty (40) hours for release time without loss of compensation to prepare for negotiation proceedings, attend in-service training sessions, or to participate in negotiations. No less than three (3) and no more than five (5) representatives will participate at the bargaining table. An additional two (2) representatives may attend job review sessions during negotiation proceedings. It is understood that mediation procedures and fact finding procedures would not come out of the above mentioned forty (40) hours.
6. If the parties have not been able to agree upon terms of the agreement within a reasonable length of time, and if all avenues of bargaining have been exhausted, either party may institute impasse procedures in accordance with the rules of the Public Employee's Relations Board.
7. Upon request and within a reasonable period of time, the District shall provide the Organization with documents needed to fulfill its role as the exclusive bargaining representative.

## **ARTICLE III: ORGANIZATION RIGHTS**

### **A. LECO RIGHTS:** The Organization shall have the following rights in addition to the rights contained in any other portion of this agreement:

1. The right to access at reasonable times to areas in which employees work. The term "reasonable times" as used herein means employees' rest periods, meal periods, and any time before or after an employee's working day when such an employee is present upon District property but is not expected to be

performing services, or to be ready to perform services, on behalf of the District.

2. The right to conduct entire Organizational meetings on this agreement for bargaining unit employees during regular working hours. Such meetings shall not commence prior to 3:15 P.M. and shall be held no more than three (3) times per school year.
3. The right to use, without charge, institutional bulletin boards, mailboxes, school mail system, work email, and other District means of communication for posting or transmission of information or notices concerning Organizational matters.
4. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times. The principals' offices, District Office, and IMS building cannot be used, with the exception of the copy machine in the work area of the IMS building. The Organization will pay the District for all materials and supplies used by the Organization.
5. The right to review employees' personnel files and any payroll records dealing with the employee when accompanied by the employee and requested to do so by the employee.
6. The right to be supplied with the complete "Hire Date" seniority roster of all bargaining unit employees by annually and/or upon request by the Organization. The roster shall indicate the employee's present classification and primary job site.
7. ORGANIZATION RELEASE TIME: Up to a total of two (2) days of leave time shall be available each school year for use by the Organization President and/or his/her designee to attend local, state, or national conferences or for conducting other Organization-related business. Such days shall not be used in less than one (1) hour increments. The Organization shall reimburse the District for the normal costs of any substitute(s) employed to replace persons using Organization Leave. The Organization shall notify the Superintendent of its intent to use this provision not less than five (5) days in advance of such utilization.
8. The Annual New Classified Employee Orientation is held prior to the start of the school year. The District shall provide written notice of the date, time, and location of the Annual New Classified Employee Orientation meeting by

electronic email to the Organization President at least ten (10) calendar days in advance of the annual orientation meeting or ten (10) calendar days in advance of other orientation/on -boarding meetings that may occur throughout the year.

- a. In the event the District is unable to comply with the above Article Section III.7 above the District shall, at the request of the Organization, reschedule the orientation/on-boarding meeting and provide advance notice to the Organization. If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Organization shall be provided as much notice as possible.
- b. The Organization shall be provided up to thirty (30) minutes of uninterrupted time at the Annual New Classified Employee Orientation
- c. The following new Bargaining Unit Member information will be sent from the District to the Organization President and/or designee electronically no later than thirty (30) days after the date of hire or by the first pay period of the month of hire:

Name, Phone Numbers (Work and also Cell, Home, if available), Home Address, Last four (4) Digits of Social Security Number, Date of Hire, Assignment (if available), and School Site.
- d. The above information for all Bargaining Unit Members will be sent from the District to the Organization President and/or designee electronically each quarter.

**B. DISTRIBUTION OF CONTRACT:**

Within sixty (60) days of ratification of the agreement by both parties herein, the District shall have a sufficient number of copies prepared for all bargaining unit members and delivered to the Organization without charge.

**C. PAYROLL DEDUCTION:**

**1. Authorization for Payroll Deduction**

The Organization certifies that it has and will maintain individual employee authorizations regarding union membership. The Organization shall provide written notification to the District of any unit member who is a member of the Lemoore Elementary Classified Organization, or who has applied for membership, and who has authorized deduction of

Organization membership dues (Appendix E). Pursuant to such written notification, the District shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the unit member each month for ten (10) months per year. Deductions for unit members who join the Organization after the commencement of the school year shall be appropriately prorated to complete dues and payments by the end of the school year. Any new, changed, or discontinued deduction must be received by the District's Business Department before the 15<sup>th</sup> of any month in order for the deduction to be processed for that pay period.

- a. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to the Organization accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- b. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member, and made appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

2. Cost of Legal Action

The Organization agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board for any claims made by the employee for deductions made in reliance on III.C.1 and III.C.1.a above.

The Organization shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the paragraph above shall or shall not be compromised, defended, tried, or appealed.

## **ARTICLE IV: EMPLOYER RIGHTS**

A. EMPLOYER RIGHTS:

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 operations; 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; and take action on any matter in the event of an emergency. In addition, the Governing Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
2. The Superintendent and LECO Leadership (President and/or his/her designee(s)) will make every effort to meet once per quarter to discuss matters covered by the contract and issues unrelated to the contract for the purpose of improved communication.

## **ARTICLE V: CONCERTED ACTIVITIES**

### **A. CONCERTED ACTIVITIES**

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, 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 Organization 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.
2. The Organization 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. 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 Organization, the Organization agrees in good faith to take all necessary steps to cause those employees to cease such action.
3. It is agreed and understood that any employee violating this Article may be subject to discipline, up to, and including termination by the District.

## **ARTICLE VI: PERSONNEL**

### **A. PERSONNEL FILES:**

1. No adverse action of any kind shall be taken against an employee based upon materials, which are not in the personnel file.
2. Employees shall be provided with copies of any derogatory written material. Ten (10) workdays shall be allowed for employees to respond to negative material before it is placed in an employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. The written response shall be attached to the material.
3. An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records, which were obtained prior to the employment of the employee involved.

## **ARTICLE VII: GRIEVANCE PROCEDURES**

### **A. DEFINITIONS:**

1. Grievance - A grievance is a complaint by an employee that there has been an alleged violation, misapplication, or a misinterpretation of the specific provisions of this contract covering the employees in the unit. The first grievance filed on an alleged violation of the contract shall take precedence over other grievances filed on the same alleged violation of the contract. All other grievances on the same alleged violation of the contract shall become without effect once the original grievance is filed.
2. Grievant - A Grievant is an employee in the unit covered by this agreement who is filing a grievance.
3. Representative - A representative is a fellow employee, employee organization designee, or legal counsel who is not the sole spokesperson in the grievance procedure.
4. Immediate Administrator - An immediate administrator is the administrator/supervisor having immediate jurisdiction over the employee who is filing the grievance.
5. Day - As it pertains to grievance procedure is any day on which the central administrative offices of the District are open for business.

### **B. PROCEDURE:**

Step 1. An employee who believes he/she has a grievance shall first discuss the grievance with the immediate administrator within a reasonable time frame not to exceed 60 days of the occurrence giving rise to the grievance. Within five (5) days after the presentation of the grievance, the administrator shall hold discussions and attempt to resolve the grievance. At least one (1) personal conference will be held between the administrator and the employee. If the grievance is not settled during the informal discussion and the employee wishes to pursue the matter, the employee shall present the grievance in writing within three (3) days to the immediate administrator. The written response will be sent to the aggrieved party within five (5) working days. If satisfaction is not gained at step one, the aggrieved may move on to step two.

Step 2. If the grievance is not satisfactorily adjusted by the immediate administrator or if the immediate administrator fails to respond in accordance with step one, the Grievant may submit the grievance to the Superintendent/or designee and to the Organization within ten (10) days. Within ten (10) days of the receipt of the grievance from the employee, the Superintendent/or designee shall meet with the employee concerning the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy to the Organization and to the Grievant.

Step 3. If the grievance is not resolved at Step 2, the Organization and the District shall request the services of a mediator from the California State Conciliation Service within ten (10) days after the conclusion of Step 2. The parties shall attempt to mediate a settlement to the grievance. The form or matters of discussion and/or proposals during the mediation shall not be revealed. Only the terms of a settlement, if any, may be revealed. This step in the grievance may be bypassed by mutual agreement.

Step 4. If the grievance is not satisfactorily adjusted by the Superintendent or through Mediation, the Grievant may submit the grievance in writing to the Governing Board within ten (10) days. The Governing Board will schedule a hearing on the grievance. The hearing shall be closed to the public. At that meeting, the Grievant shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) working days, the Governing Board will deliver to the Grievant its written response to the grievance, which shall be final and binding on the parties.

C. Miscellaneous

1. The grievant has the right to have a representative present at any step of the grievance procedure.
2. All documents dealing with the processing of the grievance will be filed in a separate grievance file and will not be a part of the personnel file of any of the participants.

## **ARTICLE VIII: HOURS / SAFETY**

### **A. WORK DAY:**

The workday for all employees shall be established and regularly determined by the District in order to meet the District's educational goals and Objectives, and to function in an organized and efficient manner. The District shall have the authority to alter employee hours based upon educational program and/or need. If the District Administration extends employee work hours, the employee shall be compensated at his hourly rate.

### **B. WORK WEEK:**

The work week for full-time employees shall be forty (40) hours, rendered in units of eight (8) hours, exclusive of a District designated lunch period. Evening custodians, on days that they begin their work shift at 1:00 P.M. or later, shall be paid a shift differential premium of 6.3% above the regular rate of pay for all hours worked. (Sick time, vacation time, or holidays are not included in bonus time.) Full work shift for evening custodians shall be eight (8) hours, not including lunch period.

### **C. LUNCH PERIOD:**

A 30 minute non-compensated lunch period shall be provided all employees who render service of at least five (5) consecutive hours. The lunch period shall be assigned by the immediate administrator, normally to be taken at the conclusion of four (4) hours of service.

### **D. REST PERIOD:**

A 15 minute compensated rest period shall be provided all employees for each full four (4) hours consecutive period of service. The rest period herein described shall be taken at the discretion of the immediate administrator.

### **E. OVERTIME:**

Except as otherwise provided herein, all overtime hours, in excess of 8 hours per day shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week.

- a. All hours worked on holidays designated by this agreement shall be compensated at one and one-half times the regular rate of pay.
- b. All overtime shall have prior approval of immediate supervisor.
- c. All overtime earned shall be filed on the Authorization for Overtime form, through the immediate supervisor to the Superintendent.

F. CALL BACK TIME:

Any employee called back to work after completion of his/her regular assignment because of an emergency shall be compensated for at least one and one-half (1-1/2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

G. SAFETY CONDITIONS OF EMPLOYMENT:

1. Any abuse of school personnel, assault or battery upon school personnel, or any threat of force of violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their Immediate Administrator. Employees shall complete reports required by the District relating to the violations described herein.
2. Employees shall be provided coverage under the terms and conditions of the District Worker's Compensation Program, Illness and Injury Prevention Program (IIPP) and Illness Leave provision for any injury or illness arising out of or in the course of their employment. It is the employee's responsibility to notify the administrator at their site of such injury or illness within twenty-four (24) hours of occurrence or next District working day.
3. In order to ensure the safety of both students and staff members, the District shall have the right to require any employee to submit to drug testing. The District must have probable cause to test and if positive results occur employee will be tested again to rule out legal use of drug. An employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure general compliance with

applicable standards of the California Occupational Safety and Health Act, California State Compensation Fund, and the provisions of the District fire and liability insurance programs.

4. An employee who believes he/she is being required to work in unsafe or hazardous conditions may so state in writing to the immediate administrator and have such written statement entered into his/her personnel file and may request that the District Safety Committee investigate the allegedly unsafe working condition. The recommendation of the Safety Committee shall not be subject to the grievance procedure of this agreement. The provisions for this written statement shall not be deemed to contravene other working condition review provisions of state law which are outside the scope of this agreement.

#### H. PERSONAL LIABILITY:

1. The Governing Board shall reimburse classified employees for any theft, damage, or destruction of clothing (outside that of normal wear and tear as expected for certain classifications) or personal property such as, but not limited to, watches, hearing aides, eyeglasses, or dentures which must in the course of employment be worn, if such loss or damage is sustained through causes other than normal wear and/or the negligence of the employee. The District may, at its option, replace or repair the lost or damaged property provided that the repaired or replaced property is equal in condition and quality to the original. The Governing Board shall reimburse classified employees for damage to vehicles (if the vehicle is parked on District property and a police report is filed and only to the extent of the insurance deductible.)
2. The District shall not be directly responsible for any single claim under the provision in an amount over one hundred and fifty dollars (\$150.00).

#### I. EMPLOYEE EXPENSE AND MATERIALS:

1. Tools and Supplies: The District agrees to provide employees with the necessary tools, equipment, and supplies required by the District for the performance of their duties and to ensure their safety. Employees shall not use personal tools or supplies for the performance of their duties.
2. All District-issued equipment, tools, supplies, and keys shall be returned in good condition, except for normal wear and tear, to the District not later than the last day of

work prior to separation from employment or change to a position not requiring such District property. Failure to return District property issued to the employee shall result in a deduction of an amount equivalent to the value of the property from the employee's final pay warrant.

## **ARTICLE IX: HOLIDAYS**

### **A. CALENDAR:**

1. Develop a calendar that is based upon educational needs.

### **B. SCHEDULED HOLIDAYS: The District agrees to provide employees in the bargaining unit with the following paid holidays:**

1. New Year's Eve
2. New Year's Day
3. Martin Luther King's Holiday
4. Lincoln's Holiday (To be taken the Monday following Easter Sunday)
5. Presidents' Day
6. Spring Vacation Day (Good Friday)
7. Memorial Day
8. Juneteenth Day (12-month positions only)
9. Independence Day (12-month positions only)
10. Labor Day
11. Veterans' Day
12. Columbus Day
13. Thanksgiving Day
14. Day after Thanksgiving Day
15. Christmas Eve
16. Christmas Day



## **ARTICLE X: VACATION**

### **A. VACATION:**

1. Employees in the bargaining unit will be granted vacation time according to the following:
  - a. Employees must be employed by Sept. 1 to receive vacation credit for that year.
  - b. Employees shall submit vacation requests to their supervisor at least five (5) working days prior to the date(s) selected.
  - c. The decision on whether to approve or disapprove dates rests exclusively with the member's immediate supervisor. However, denial of vacation days shall not be based upon reasons which are arbitrary or capricious.
  - d. Employees entitled to use vacation are allowed to carry only one year's allocation into the next fiscal year.
  - e. Employees, whose work year is less than 227 days or 11 months, will be paid a monthly prorated amount for vacation earned.
  - f. For employees who leave before completion of their work year, a prorated amount of vacation earned based on number of actual work days will be calculated and paid.
3. Vacation will be earned based on the following rate schedule:

	Years of Employment	Work Days/Year	Vacation Earned	Years of Employment	Work Days/Year	Vacation Earned	Years of Employment	Work Days/Year	Vacation Earned
a.	1-5	12 months	12 days	6-10	12 months	16 days	11 +	12 months	21 days
b.	1-5	236 days	11.5 days	6-10	236 days	15.5 days	11 +	236 days	20.5 days
c.	1-5	227 days (11 mos.)	11.5 days	6-10	227 days (11 mos.)	15.5 days	11 +	227 days (11 mos.)	20.5 days
d.	1-5	200 days	11 days	6-10	200 days	15 days	11 +	200 days	20 days
e.	1-5	190 days	10.5 days	6-10	190 days	14.5 days	11 +	190 days	19 days
f.	1-5	186 days	9.5 days	6-10	186 days	13 days	11 +	186 days	17 days
g.	1-5	184 days	9.5 days	6-10	184 days	13 days	11 +	184 days	17 days
h.	1-5	183 days	9.5 days	6-10	183 days	13 days	11 +	183 days	17 days

## **ARTICLE XI: TRANSFERS AND REASSIGNMENTS**

### **A. DEFINITION:**

1. A transfer is defined as a change in work site within the same classification.
2. A reassignment is defined as a change in a position within the same classification, with no change in hours, at the same work site. A reassignment is best defined by example: A Paraprofessional, Special Education in a SDC assignment moves to a RSP assignment within the same work site.

### **B. CRITERIA FOR TRANSFER AND REASSIGNMENT:**

The following criteria shall be used in consideration of transfer requests:

1. The needs and efficient operation of the District.
2. The contribution the staff member can make in the new position.
3. The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.
4. The length and quality of the service rendered to the District by the employee.
5. The recommendation of the Immediate Administrator to whom the employee is currently responsible, and the Immediate Administrator where the vacancy exists.
6. The preference of the employee.
7. Affirmative action goals of the District.
8. If all other criteria are deemed equal by the Superintendent, the provision of item 4, above, shall prevail in cases of transfer. The Superintendent's determination of criteria equality, however, shall not be subject to the Grievance Procedure of this Agreement.

### **C. VOLUNTARY REASSIGNMENT:**

If a permanent employee requests/applies for reassignment to a different classification and the employee receives the reassignment to range/classification lower than the range/classification he/she is presently on, the employee shall be placed on the lower range/classification at a step no lower than the step presently held by the employee. A permanent employee may request in writing to be considered for a long term, temporary position. A permanent employee that is in a higher temporary position shall receive vacation and holiday pay at their original classification rate. The employee assigned to a temporary position shall be entitled to reinstatement to his/her original classification following completion of the temporary assignment.

D. REINSTATEMENT:

If a permanent employee applies for and receives reassignment to a different classification, and in the event said employee is unsuccessful during the probationary period in the new classification, the employee shall be entitled to reinstatement to his/her original classification.

E. OUT OF CLASS ASSIGNMENT: Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position by the Governing Board, for any period of time which exceeds five (5) working days with a fifteen (15) calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Per Education Code Section 45110.

F. OPTIONAL REASSIGNMENT: If an employee is found to be totally inadequate in ability to perform job duties, he/she may be given the option of reassignment in lieu of dismissal or issuance of charges under the following provisions:

1. The employee shall be informed, with sufficient clarification, of what is expected of him/her.
2. The employee shall be given any training necessary to do his/her job.
3. If, then, the problem persists, the employee shall be given a written plan of what is to be done and how the work is to be prioritized.
4. An employee's inability to do his/her job must be documented. He/she shall be given a written monthly evaluation to which he/she shall have the right to respond if he/she feels there is a legitimate reason why the job cannot be performed or completed as expected. Any evaluation or documentation placed in an employee's personnel file shall be done in accordance to Articles VI and XII of the classified contract.
5. The employee shall be given ample time (at least six months) to bring his/her performance up to a satisfactory status.

6. Under no condition, shall this provision be used as a disciplinary action. Therefore, the employee shall have the right to request a conference with the superintendent or his/her designee.

## **ARTICLE XII: EVALUATION**

### **A. GENERAL:**

Evaluation is recognized as a desirable method to achieve the improvement of performance and to identify skills and abilities that contribute to the success of the educational program. The district accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.

### **B. CRITERIA FOR EVALUATION:**

The criteria for evaluation shall be based on the direct observation and/or knowledge by the employee's supervisor(s) or facts otherwise recorded and verified, and by classified competencies as established and provided by the express terms of this article. The bargaining unit member shall be provided with the classified competencies and a copy of the evaluation form.

Members of the bargaining unit shall not be required to participate in the evaluation of other bargaining unit members nor shall they be required to submit a written self-evaluation.

However, a self-assessment tool is available as Appendix A-1 to assist the employee in identifying goals and objectives for improving their professional practice. It is not required for the employee to complete or submit the self-assessment tool.

### **C. EVALUATION PROCEDURES AND TIMELINES:**

1. The evaluation schedule is as follows:
  - a. Probationary employees are to be evaluated at least once during their probationary period. A second evaluation may be issued as deemed necessary by the evaluator, but cannot occur within one (1) month of the first evaluation. Employees hired on or before December 31, 2019, are considered probationary during the first year (12 months) of employment; employees hired on or after January 1, 2020 are considered probationary during the first six (6) months of employment or 130 days of paid service, whichever is longer.

- b. Permanent employees are evaluated a minimum of every other year. Such evaluations shall be completed by June 30<sup>th</sup>. Additional evaluations may be issued as deemed necessary by the evaluator.
2. All employees shall have the opportunity to go over their evaluation with their evaluator(s). No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Both evaluatee and evaluator shall be required to sign the performance evaluation(s). Signature of the evaluatee does not necessarily indicate concurrence with the evaluation, it merely signifies acknowledgement of receipt. The employee shall receive a copy of his/her evaluation.
3. No evaluation shall be made based upon hearsay or unsubstantiated statements or information.
4. Any evaluation(s) containing deficiencies shall include specific recommendations for improvements and assistance for the employee in implementing any recommendations offered to assist the employee in the correction of any deficiencies. The evaluatee shall have the right to written response to evaluation(s) containing stated deficiencies. Written statements in response to evaluations shall be dated and received by the evaluator within ten (10) days from the date of the evaluation, and will be placed in the employee's personnel file.
5. The evaluation forms may be changed during this Agreement only by mutual agreement by the Organization and the District (Appendix E).
6. Subject to Grievance: The evaluation process and procedure here agreed upon are subject to the Grievance Procedure; however, evaluation of the performance is not.

**D. EVALUATION RATINGS:**

Unit members shall receive an overall rating of “Exceeds Competency Standards (4),” “Meets Competency Standards (3),” “Growth Expected (2),” or “Does Not Meet Competency Standards (1)” in each of the competency areas.

Judgments concerning the professional practice of the unit member shall be reasonably related to multiple sources of information consistent with the classified competency areas.

### **ARTICLE XIII: PERMANENCY**

#### **A. PERMANENCY:**

1. Classified employees, hired on or before December 31, 2019, shall be designated as permanent after serving a prescribed probationary period of one year (12 months). Classified employees, hired on or after January 1, 2020, shall be designated as permanent after serving a prescribed probationary period that shall not exceed six (6) months or 130 days of paid service, whichever is longer. Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period in that position (in accordance with the appropriate probationary period, based on the dates indicated above).
2. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification from which he/she was promoted. (Education Code 45113)
3. A probationary employee may be dismissed at any time during probationary period, and such action shall not entitle the employee to a hearing before the Governing Board of Trustees.
4. An employee who serves a required probationary period in a satisfactory manner shall be classified as a permanent employee and shall be subject to dismissal only for cause.

### **ARTICLE XIV: DISCIPLINE AND DISCIPLINARY ACTIONS**

#### **A. STATUS OF PERMANENT EMPLOYEES:**

After serving a probationary period in paid status, as indicated in Article XIII, an employee in the classified service shall thereupon be designated as a permanent employee. No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.

#### **B. DISCIPLINE OF PROBATIONARY EMPLOYEE:**

Probationary classified employees are not accorded the rights of regular permanent classified employees. Probationary classified employees shall be given reasonable separation notice

and the right to request a conference with the Superintendent or designee if dismissal is recommended. Probationary classified employees may be dismissed at any time.

#### C. DEFINITIONS:

1. Dismissal: Permanent removal from the employment of the District.
2. Suspension: Temporary removal from employment for a specified period of time without pay.
3. Demotion: Permanent placement in a lower classification without the employee's written voluntary consent.
4. Disciplinary action: Includes any action whereby a permanent employee is deprived of any classification or any benefits or rights attendant of any classification in which the employee has permanence, including suspension, dismissal or demotion without the employee's voluntary consent, except for layoff for lack of work or lack of funds.
5. Charges: A basis for imposition of discipline upon an employee. The charges for which an employee may be disciplined are set forth in Paragraph IV below.
6. Incident: A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.
7. Skelly Conference: A conference at which the charges and incidents are reviewed with the employee and the employee is allowed to respond.
8. Superintendent: The superintendent of the Lemoore Elementary School District or designee of the District.
9. Notice of Charges and Recommended Disciplinary Action:  
Notice of Charges and Recommended Disciplinary Action sets forward the alleged charges and incidents upon which the District seeks to discipline an employee. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the superintendent or designee, has a recommendation to the Governing Board of Trustees that the employee be disciplined. Until the Superintendent or designee has approved the Notice of Charges and Recommended Disciplinary Action, it shall merely be considered a proposed disciplinary measure by the immediate supervisor.

#### D. CHARGES

A permanent classified employee may have disciplinary action taken against him or her based on any of the charges set forth below:

1. Job Performance:

- a. Incompetence.
- b. Inefficiency in the performance of the duties of his or her position.
- c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
- d. Unauthorized use of District equipment.
- e. Insubordination, including but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.
- f. Excessive or unexcused absenteeism.
- g. Excessive tardiness.
- h. Abuse of sick leave
- i. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- j. Failure to report for work within a reasonable time after notice of recall from layoff.
- k. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- l. Failure to possess or maintain required licenses.
- m. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public, for example gossip, rumors, and/or innuendo.
- b. Reporting for duty under the influence of or, carrying into District facilities, or possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.
- c. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
- d. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.



- e. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
  - f. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
  - g. Abuse of leave privileges.
  - h. Dishonesty.
  - i. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, examination materials, time sheets or cards, absence forms, or other records.
  - j. Unauthorized use of a District vehicle, including but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked, or is in violation of any condition specified by the Department of Motor Vehicles.
  - k. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
3. Violation of Laws, Policies, Procedures, and other Agreements:
- a. Engaging in political activity during assigned hours of employment.
  - b. Failure to report for a District-required medical examination after due notice.
  - c. Conviction of a sex offense as defined in Education Code Section 87010 or other provisions of the law.
  - d. Conviction of a narcotics offense as defined in Education Code Section 87011 or other provisions of the law.
  - e. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a plea of nolo contendere to a charge of a felony or any misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section.
  - f. Advocacy of overthrow of federal, state, or local government force, violence or other unlawful means.
  - g. Inducement or attempt to induce any employee to commit, or personally commit an unlawful act or to act in violation of any District policy, rule, or regulation.

E. TIME PERIOD FOR BRINGING DISCIPLINARY ACTION:

No disciplinary action shall be taken for any cause, which arose more than two (2) years preceding the date of the filing of the Notice of Charges and Recommended Disciplinary Action unless such cause was concealed or not disclosed by the employee or such cause could not have reasonably been discovered by the District.

F. (SHORT TERM) SUSPENSION AND LEAVE

1. Short Term Suspension:

- a. The superintendent, or designee, may immediately suspend an employee with or without pay for up to and including five (5) working days. In such cases, the superintendent shall orally notify the employee of the reason(s) for the suspension and the employee shall be allowed the opportunity to respond orally at that time.
- b. Within ten (10) working days after the suspension, written charges will be prepared and served upon the employee. The governing board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Governing Board upholds the suspension, the employee shall be notified in writing of the Board's decision. If the Governing Board rejects the suspension, the employee's pay will be reinstated.

2. Administrative Leave

- a. Administrative leave is a separation from employment with or without pay. If the superintendent, or designee, determines that it is in the best interest of the District, he or she may place an employee on leave with or without pay pending investigation preliminary to taking disciplinary action. The superintendent shall comply with all disciplinary procedures required by the Article at the earliest possible time.

G. GENERAL DISCIPLINARY PROVISIONS

1. Informal discipline can include counseling or a written reprimand which is placed in an employee's personnel file subject to the provisions described in the LECO/LUESD Agreement. Informal discipline does not require written notice of recommended disciplinary action and charges and is not subject to appeal. No informal discipline is necessarily prerequisite to any other disciplinary action, formal or informal.

2. It is the District's responsibility to present the employee to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.
3. Discipline may be recommended in accordance with this section if, in the judgment of the immediate supervisor, or other authorized administrator, disciplinary action is needed.
4. Prior to the Skelly conference, an employee against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.
5. Notice of Recommended Disciplinary Action and Charges:  
The notice of Recommended Disciplinary Action and Charges shall include the following:
  - a. A statement of the charges upon which the disciplinary action is recommended; a statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section IV, if any which has been violated.
  - b. A statement that the employee will be accorded a Skelly conference with the superintendent at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.
  - c. The employee's right to have copies of the material upon which the disciplinary action is based.
  - d. The employee's right to appear personally and to be represented by a person or counselor of their choice.
  - e. The superintendent or designee shall file the Notice of Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the employee as contained in District personnel office records.
6. Skelly Conference:
  - a. The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the employee to respond to each charge and incident.

- b. The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original Notice of Recommended Disciplinary Action and Charges provided to the employee, unless a change is mutually agreed to by the superintendent or designee and the employee. The superintendent or designee will serve as the administrator responsible for conducting the conference. During the conference the employee may be represented by a person of their choice.
- c. The superintendent or designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The superintendent will retain the taped copy of the conference for possible reference, and a copy shall be made available to the employee upon request. The superintendent may accept, modify, or reject the Notice of Recommendation Disciplinary Action and Charges prior to forwarding his or her recommendation to the Governing Board of Trustees.
- d. The Employee may request a hearing with the Governing Board of Trustees. The request must be made in writing within five (5) days of the receipt of the final determination of Recommended Disciplinary Action and the employee must use the "Demand for Hearing" Form.

7. Revision Of Notice Of Recommended Disciplinary Action And Charges:

Following service of the Notice of Recommended Disciplinary Action and Charges upon the employee, an amended or supplemental Notice of Recommended Disciplinary Action and charges may be served upon the employee. If the amended or supplemental recommendation presents new charges or incidents, the employee shall be afforded a reasonable opportunity to discuss the new matters with his or her immediate superior and the superintendent.

8. Employee Status Pending Decision by Governing Board:

With the exception of an employee placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The employee against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.

9. Governing Board (“Board”):

The Governing Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to making its decision. Finally, the Board may accept the recommendation of the

District administration, take action in closed session, and report that action.

## **ARTICLE XV: LAYOFF**

### **A. DEFINITIONS:**

1. An "employee" for the purpose of the contract, is a permanent or probationary employee of the classified service.
2. "Layoff" means separation from the classified service or reduction in hours for lack of work and/or lack of funds.
3. "Seniority" for all employees in a classification shall be "date of hire" in that classification. AB228, Stats 1987, Ch 89, effective Jan. 1, 1988.
4. "Voluntary Layoff" is employee consent to a reduction of hours or to an assignment to a lower classification in lieu of layoff.

### **B. APPLICATION:**

1. Classified employees shall be subject to layoff for lack of work and/or lack of funds as determined by the Governing Board.
2. An employee may voluntarily consent to a reduction in hours of employment or to an assignment to a classification lower than that in which the employee has permanence in order to avoid layoff.
3. The employee with the least seniority (including seniority accrued from serving in a higher position in the same classification) in the affected classification shall be laid off first.
4. An employee laid off in one classification, who previously served in a lower classification may move (bump) into that lower classification if his/her seniority is greater than those employees presently serving in that classification.
5. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in item 4 above.
6. The District shall schedule a meeting with the Organization at least seven (7) calendar days prior to action being taken to affect a layoff for the purpose of discussing the decision to layoff.
7. The District shall meet with the Organization to negotiate the effects of layoff as soon as mutually agreeable after the decision to layoff has been reached.

### **C. NOTICE:**

1. A written notice of layoff shall be given to affected employees no later than sixty (60) days prior to the effective date of the layoff.

2. Notice may be waived when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the Governing Board.
3. The notice shall contain:
  - a. A copy of Education Code as related to layoff.
  - b. A copy of this contract article.
  - c. A copy of the Board resolution affecting the layoff.

D. RE-EMPLOYMENT RIGHTS:

1. A person who has been laid off is not considered re-employed until the employee returns to a position in the class from which the employee was laid off. Such position must have the same length work year, work week, and work day.
2. The names of employees laid off shall be placed on a re-employment list(s) which accounts for time served in classification(s). Involuntary layoff shall continue for 39 months from the day of layoff. The names of employees who took voluntary reassignments in lieu of layoff shall be placed on re-employment lists for an additional 24 months.
3. Employees on the re-employment list shall be offered positions until re-employed. After transfer requests are considered, any vacant position, which exists, shall be offered to the most senior person on the re-employment list who has an assignment with a shorter work year, workweek, or workday (refer to number XV.D.2 above). The offer must be accepted or rejected within one (1) full workday.
4. Any laid off employee who has not accepted any position of reduced hours or class shall be allowed seven (7) days after an offer of employment to accept employment.
5. An employee on a re-employment list who declines an offer of re-employment in his/her former classification will receive no additional offers and will be removed from the re-employment list.
6. It is the employee's responsibility to have his/her current mailing address on file with the District.

## **ARTICLE XVI: HIRING AND PROMOTION**

- A. **HIRING:** Upon initial employment and each change in classification, each employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, hours per day, days per week, and months per year.
- B. **NEW POSITIONS OR NEW CLASSES:** All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by nature of the duties should reasonably be assigned to the bargaining unit.
- C. **JOB OPENINGS:** Employees in the bargaining unit shall be given extremely high consideration in filling any job vacancy which can be considered a promotion after the announcement of the position of the vacancy. This does not prohibit the District from advertising to the public.
1. All job vacancies, including temporary and seasonal vacancies, will first be considered internally only.
  2. Notices of all job vacancies shall be posted internally and may be posted externally at the same time. The internal vacancy notice shall remain posted for a period of five (5) working days. Any employee who is on leave, layoff, summer vacation, or off track during the period of posting shall be mailed a copy, upon written request, of the notice by First Class Mail to the address on file at the District Office on the date the position is posted. The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, the deadline for filing, and filing requirements.



3. Any employee in the bargaining unit may apply for the vacancy by following the appropriate application instructions and timelines within the posted job vacancy. Application of interested parties will be notified of their standing in the screening process within ten (10) days from the closing date of the announced vacancy.

## **ARTICLE XVII: LEAVES**

### **A. SICK LEAVE:**

1. At the beginning of each fiscal year, every classified employee shall receive a sick leave allotment credit equal to his/her leave entitlement for the school year. An employee may use his/her allotted sick leave at any time during the school year. Employees leaving the District before completion of service, who have used the sick leave allotment credit under this provision, will have salary deducted for each day beyond the 1st day sick leave for each month of service from the last pay check.
2. However, a new employee of the District shall not be eligible to take more than six (6) days of the proportionate amount of which he/she may be entitled until the first day of the calendar month after completion of six (6) months. The employee may take, with pay, no more than the days earned at the rate of one day per month.
  - a. Regular employees for the entire school year earn twelve (12) sick days sick leave per year.
  - b. Regular employees employed for less than twelve (12) months per year earn that proportion of twelve (12) days sick leave for illness or injury as the number of months worked bears to twelve (12).
  - c. Part-time employees are entitled to that proportion of twelve (12) days sick leave as the number of hours worked per week bears to forty (40) hours, or as the number of months bears to twelve (12).
  - d. Any leave necessary for illness in the immediate family shall be taken out of the employee's accumulated sick leave.
  - e. Pay for any day of such absence shall be the same as the pay received had the employee worked that day.
  - f. If an employee does not take the full amount of sick leave allotted for the year, the amount not taken shall be accumulated from year to year.

3. The district may require written verification by the employee's physician for any absence due to illness or injury, particularly if such absence exceeds five (5) or more consecutive workdays.
- B. TRANSFER OF ACCUMULATED SICK LEAVE: An employee, upon initial employment, who had been an employee of a public school system in California for a period of one (1) year or more, shall be allowed to transfer their accumulated sick leave provided the sick leave is transferred within one (1) year of the date of the termination from the previous California public school employer.
- C. PERSONAL NECESSITY LEAVE: Every classified employee shall be entitled to use seven (7) days of his/her accumulated sick leave during each year in case of personal necessity. The decision on whether or not to approve or disapprove dates and/or times rests with the immediate supervisor. For consistent application of this provision, an immediate supervisor may consult with the Superintendent or designee. Approval or disapproval will be based on site needs and shall not be based on reasons which are arbitrary or capricious.
  1. "Personal Necessity" means any business activity, which cannot be conducted before or after the employee's assigned working hours. An employee shall notify the immediate supervisor or administrator at least five (5) working days in advance of taking such leave unless an emergency makes such notice impossible.
  2. An employee shall not be required to make advance notice to use personal necessity leave in the following instances:
    - a. Death of a member of his/her immediate family.
    - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
    - c. Unusual circumstances of family situations may be considered by the Superintendent or designee as personal necessity, i.e. member of employee's immediate family receiving special awards, graduation, etc.
    - d. Funeral of individual not of immediate family.
  3. Personal necessity days may not be used for minor or occasional occupation or for the extension of a school holiday or extension of unit member vacation. An exception to this may be granted if the event occurs independent of the school holiday or vacation. To request this exemption, a reason must be included on the form.
  4. An employee shall be allowed to take five (5) days per year of the allotted seven days Personal Necessity Leave without a stated reason.

- D. PERSONAL LEAVE: Every unit member shall be entitled to use up to three (3) personal leave days per school year for any personal reason except for the extension of a school holiday or vacation.
1. To utilize this provision, a unit member must complete the District's personal leave form at least five (5) days in advance of the leave day requested.
  2. Unit members will be compensated at 40% of their daily rate. Personal Leave shall be deducted from the employee's pay warrant in the next appropriate payroll cycle pending payroll verification of leave.
  3. The decision on whether to approve or disapprove the date of the requested leave rests exclusively with the unit member's immediate supervisor. For consistent application of this provision, an immediate supervisor may consult with the Superintendent or designee. However, denial of such leave shall not be based upon reasons, which are arbitrary or capricious.
- E. BEREAVEMENT: Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a maximum of five consecutive working days. This leave shall not be deducted from accumulated sick leave. The immediate family is defined as: spouse, mother, father, step-parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or his/her spouse; or any relative or individual living in the employee's household.
- F. PREGNANCY DISABILITY LEAVE:
1. Employees are entitled to use sick leave as set forth in Personal Illness and Injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability.
  2. Employees absent as a result of pregnancy disability shall have the option of either receiving or not receiving pay during the period of disability. An employee whose pregnancy has been verified shall report her condition to her supervisor not later than three (3) months prior to the expected delivery date, and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth, or recovery there from. The employee and her physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to her immediate supervisor in order that substantial services may be arranged and the educational program suffer the least

interruption. Similarly, the employee and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy disability leave.

However, in case of suspected abuse, the District may require, at District expense, a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District. An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth or recovery there from, or beyond termination of such disability or both may request such leave of absence. Such leave shall be unpaid and may be required by the District to commence and terminate at times which least disrupts the continuity of the school's educational program.

G. EXTENDED ILLNESS LEAVE:

1. Classified employees are credited with 100 days of leave, including the annual sick leave allotment in accordance Section A.1, at fifty (50) percent pay of the employee's regular salary. The 100 days are exclusive of any other paid leaves, such as vacation, holidays, or overtime. This extended illness leave (fifty percent pay) shall not be in effect until all other paid sick leave been exhausted.
2. The length of the leave of absence, including the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

H. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: The District recognizes the Industrial Accident and Illness leaves as defined by State Law. Such leave shall not exceed a maximum of sixty (60) days per year and shall be non-accumulative. The District Office shall provide employees with worker's compensation.

I. SPECIAL LEAVE:

1. Leaves of absence (not to be charged against sick leave) shall be granted with regular salary less any fee received for those special duties (not including mileage) for the following: jury duty, serving as a witness at a hearing, responding to any official order from governmental agencies for reasons not brought about through misconduct on the part of the employee. If such duties conclude prior to the conclusion of the employee's work day or begin after the start of the employee's work day, the employee is expected to report for duty to the District for duties to be assigned by the District. Employees working an evening shift who are excused from jury leave after 12:00 p.m. shall be excused from work that day.

2. The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted not less than one (1) day prior to the beginning date of the leave.

J. UNPAID LEAVE OF ABSENCE:

1. The Governing Board may grant an unpaid leave of absence for a minimum of one (1) month and a maximum of twelve (12) months for the following reasons:
  - a. To pursue educational improvement and advancement (study leave).
  - b. To fulfill the role of the executor of an estate.
  - c. Due to childcare needs immediately following the birth or adoption of a child
  - d. Due to extended illness of unit member or member of his/her immediate family.
  - e. Due to personal need: medical/physical/emotional
2. For items d and e above, the unit member must provide a written physician's note prior to request. For item e above, employee shall not return from such leave without a physician's note and until he/she is capable of performing all duties normally assigned.
3. Unit members on such leave may not seek employment during the leave period. Unit members on such leave must notify the District at least thirty (30) days prior to the end of such leave of their intent to return.
4. Unit members who choose not to continue benefits during a board approved leave shall not be eligible to resume benefits until the following open enrollment period.
5. The Superintendent may grant an unpaid leave of absence to unit members not to exceed two (2) days. This leave shall be considered only for reasons other than Personal Necessity or illness. Leave requests must be submitted in writing to the Superintendent at least five (5) days prior to the requested leave.

K. PLACEMENT AFTER LEAVE: Any unit member who has been on an approved leave for six (6) months and who has notified the District of his/her intent to return to active employment shall be assigned to the same position which he/she held at the time the leave commenced, provided the same number of positions exist.

L. CATASTROPHIC ILLNESS LEAVE SHARING: Catastrophic leave benefits have been established for LUESD employees who have exhausted all accumulated vacation, sick leave, and compensatory time off. Catastrophic leave is defined in Education Code Section 44043.5

“Catastrophic Leave”. This leave is available for the catastrophic illness or injury of a unit member only. The purpose of this benefit is to provide a portion or all of an employee’s pay to the injured or ill employee during the time the employee would otherwise be on medical leave of absence without pay pursuant to LUESD contract agreements. Catastrophic leave benefits are contingent on the receipt of donated sick leave or vacation time according to the following guidelines.

1. Catastrophic leave shall conform to the rules of leave of absence without pay except that, during that portion of leave determined to be catastrophic leave, the employee will be paid.
2. To be eligible for catastrophic leave, an employee shall be absent for an extended period of time which is defined as at least thirty (30) consecutive workdays.
3. LECO initiates the request to the Governing Board of Trustees for catastrophic leave upon written request of a LECO member to the LECO Board.
4. Upon Governing Board of Trustees determination of a member’s catastrophic illness or injury, LECO solicits members for voluntary donation of sick leave days.
5. Donations must be a minimum of eight (8) hours vacation or eight (8) hours sick leave per incident. To donate sick leave, the donor must have at least twelve (12) sick leave days accrued at the time of donation. The district will convert the donor’s leave time hours to a dollar equivalent amount and then to hours again using the recipient’s hourly wage, resulting in hours applied to recipient’s catastrophic pay. Hours used for this calculation will be on a first in, first out basis.
6. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient was on sick leave. The recipient employee will UnotU accrue leave benefits while using catastrophic leave.
7. Donations are taxable on the part of the recipient in accordance with IRS regulations and are subject to withholding as required by law.
8. Donated leave days for the affected member may not exceed a maximum of twelve (12) consecutive months. (Education Code Section 44043.5)
9. Leave donation is irrevocable.
10. Catastrophic leave will terminate when one or more of the following occurs:
  - a. Donated leave credits have been exhausted.
  - b. Death of the ill or injured employee.

- c. The employee returns to his/her position with LUESD, with or without accommodations.

N. PARENTAL BONDING LEAVE: Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

1. For purposes of this article, “parental bonding” leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member’s household for adoption or foster care.
2. Pursuant to Education Code section 45196.1, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of Extended Illness Leave under section G of this article concurrently with the unpaid CFRA leave entitlement. Such Extended Illness Leave shall be paid as set forth in Section G.
3. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before Extended Illness Leave in Section G of this article may be utilized. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Governmental Code Section 12945.2).
4. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
5. Leave taken pursuant to this section shall be in addition to leave taken by a unit member due to her disability caused or contributed to by pregnancy, childbirth or related medical condition.
6. If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.

7. Any parental bonding leave must be requested in writing to the Director of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence, with the exception of emergency situations, which are taken on a case by case basis.

## **ARTICLE XVIII: BASIC HEALTH BENEFITS**

### **A. HEALTH INSURANCE:**

1. The District participates in the health insurance program administered by Self-Insured Schools of California (SISC) under a Joint Powers Agreement (JPA). The health insurance rates & premiums are dependent on one hundred percent (100%) participation of eligible full-time employees.
2. Effective for the 2022/2023 school year, the district will contribute thirteen thousand eight hundred and ninety-nine dollars and zero cents (\$13,899), retroactive to July 1, 2022 per employee, for health and welfare premiums for bargaining unit members, which covers at least the cost of Plan C (Medical, Incentive Dental, Vision and Life Insurance). Any amount required for premiums to maintain the coverage provided by this article in excess of the district contributions shall be paid by the unit member through withholdings from his or her monthly paycheck.
3. Personnel hired prior to June 7, 1996, who participate in the District insurance coverage as of June 1996, working less than six (6) hours, but more than (4) hours, can continue to participate in the District insurance program. The District will pay the insurance premiums for such employees on a prorated schedule, based on six (6) hours full time.
4. Effective June 7, 1996 all future employees will be eligible for benefits if their position is six (6) hours or more, and will be prorated on a full time position of 2088 hours (12 months, 8 hours per day).
5. Those employees who participate in the program under a pro-rata share must notify the District within thirty (30) days of employment or each year during the month of September: employees must then participate for the entire year.
6. Employees working more than four (4) hours, but less than six (6) hours would be eligible to purchase health benefits at the District rate, provided that their salary would cover the entire cost for twelve (12) months of coverage.
7. Insurance Coverage



- a. Health Insurance - coverage for all members of the bargaining unit and their eligible dependents. The District will provide health insurance for all eligible employees and their dependents each year during the open enrollment period. Employees will have the option to select one of the agreed upon offered plans specified in Appendix C.
- b. Vision Insurance - coverage for all employees and their eligible dependents under a plan identified on Appendix C.
- c. Dental Insurance - coverage under a plan identified on Appendix C.
- d. Life Insurance - The District shall continue to provide a decreasing term life insurance program on each bargaining unit member with a minimum of \$70,000 in Life insurance coverage.
- e. 125 Plan - The District will establish a plan to cover both premium and deductible cost.

**B. DISTRICT PAID INSURANCE PREMIUMS FOR RETIREES:**

- 1. The District shall provide the annual fringe benefit entitlement for insurance coverage as described in Article XVIII with a District contribution limited to the amount paid by the District during the employee's last year of service. Said employees shall have reached the age of fifty-five (55) years and shall have been employed in the Lemoore Elementary School District for ten (10) consecutive school years prior to retirement and be within 10 years of Medicare eligibility. An authorized leave of absence or sabbatical leave shall not be considered a break in consecutive years.
- 2. During the above 10 consecutive years, the employee shall have been qualified for full regular benefits. A layoff due to lack of funds or abolishment of position does not disrupt the above-mentioned 10 consecutive years qualification if the employee returns within a 39 month period. It is understood that the period that the employee does not work does not count toward the 10 consecutive years.
- 3. If the employee quits and then returns, it is understood that the employee has disrupted the 10 consecutive years required for retirement. Any retired employee who is receiving health benefits under this clause and becomes eligible for Social Security/Medicare Plan A benefits shall have their District health benefits terminated.
- 4. Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.

5. A retired employee who does qualify under the above provision electing individual coverage shall submit the monthly premium payment to the Lemoore Union School District prior to the 15th of each month. Retired, Medicare eligible employees and their spouses, age 65 years and older, would be eligible for Medicare Supplement Insurance coverage offered by the District's current medical provider.
6. Premium for any of the above coverage would be paid by the retired employee; and/or surviving spouse to the District. It is the responsibility of the retiree or surviving spouse to have said payment to the District ten (10) days prior to the end of each month. If a retiree or surviving spouse becomes delinquent in payment and wishes to continue coverage, they must then make quarterly payments no later than the 10th of the month prior to the beginning of the quarter, however, if the retiree or surviving spouse fails to make quarterly payments benefits will be terminated.

**C. RETIREE-PAID HEALTH INSURANCE PROGRAM**

1. Employees retiring after their fifty-fifth (55th) birthday who do not meet the service requirements shall have the option at the time of their retirement to continue membership in District's medical, dental and vision group insurance plans at the retiree's expense.
  - a. Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a lapse in coverage.
  - b. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
  - c. Failure to make said timely premium payment may result in cancellation of group insurance.
  - d. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall, when eligible without additional cost to the insured, be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be required to enroll in Medicare Part B by payment of the required premiums.
2. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

- D. BENEFITS DURING LEAVES: Employees who are absent on account of illness and who have exhausted their accumulated paid sick leave shall continue to receive full insurance coverage to be paid by the District at the current cap amount for a period not less than twelve (12) months beyond the first one hundred (100) working days following the exhaustion of sick leave. Employees remain responsible for any out of pocket cost for premiums above the current cap amount. Employees will cooperate with the district in filing any premium waivers. Employees on Board approved leaves shall have the option to continue to receive District insurance coverage for the period of the leaves upon reimbursement to the District.
- E. MEDICAL EXAMINATION AND TESTS: All medical examinations and tests related to application requirements for new employees shall be paid for by the District.
- F. DURATION OF BENEFITS: Should an employee's employment terminate following the last day of the school year and before commencement of the ensuing school year, such employee shall be entitled to continue paid coverage under the District provided insurance plan until August 31<sup>st</sup> of the ensuing school year.

#### **ARTICLE XIX: SAVINGS PROVISION**

- A. SAVINGS PROVISION: If any provision of the Agreement is held to be contrary to law, or P.E.R.B. rules, as interpreted by the State Supreme Court or the Attorney General, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **ARTICLE XX: PROFESSIONAL GROWTH**

- A. ELIGIBILITY: All permanent Employees are eligible candidates for the professional growth program.
- B. APPLICATION: The Professional Growth Program supports the career ladder concept to enable employees to enhance present skills and to develop new skills; enabling them to better perform their present jobs and preparing them to advance to higher positions within the District.
- C. CRITERIA FOR AWARDS: Professional Growth units may be achieved through participation in course work at college or junior college level courses or approved specialty classes.

- D. UNIT ACCUMULATION: Professional Growth units will be assigned as follows: college, junior college and approved special classes shall be credited to the rate of one (1) unit per semester hour. Credit shall be given only if a grade of C or better (or a Pass in a Pass/No Pass class) is received. Fifteen (15) hours of continuing education classes will equal one (1) unit.
- E. QUALIFYING FOR THE AWARD: When an employee has completed nine (9) approved units, he/she shall receive an annual growth award of \$300 payable in a lump sum amount in the month of December of each school year. An employee may not earn an award more than once in any calendar year period and can only apply a maximum of nine (9) units within any calendar year period; however, there is no limit on the accumulation of the nine (9) units. Of the nine (9) units required, all nine (9) must be related to areas of education and/or skills and pre-approved on the Classified Professional Growth Application. One of the nine (9) units may be earned in a class teaching life saving techniques or child psychology, or an activity that would improve the employee's ability to interact with students in the District. The maximum number of growth awards any employee may receive under this program shall be five (5). In the event a course is not submitted for prior approval, an applicant may resubmit classes for the following semester.
- F. APPLICATION TO PARTICIPATE:
1. For budget allocations, applicant must notify the District by April 1st that they will be earning an award the following school years. It is the responsibility of the employee to maintain his/her own transcripts. When the employee has completed nine (9) units, all records are to be submitted to the Personnel Department on the appropriate form for certification. All certification documents must be recorded with the District Office by Oct. 15 of each school year for awards to be granted in December of the same year.
  2. The applicant must be employed by the Lemoore Union School District at the time the units are earned.

## **ARTICLE XXI: JOB DESCRIPTION REVIEW**

- A. JOB DESCRIPTION REVIEW
1. The job description review process is defined as the review of a single position, or more than one position under the same job description (for example Paraprofessionals - Special

Education, English Language Development and Instructional Assistant) to account for changes in duties, responsibilities or work that significantly alters the nature of the position.

2. All requests for job descriptions review(s) must be filed in the Human Resources Department no sooner than January 1 and no later than March 1 at 4:30 p.m. Job description review(s) may be initiated by the LECO President and/or designee or the District. The Organization may present up to three (3) job description requests for review per year.

3. Contents of the Request:

Each request for a job description review shall contain 3 sets of copies to the District's Human Resources Department. The request shall contain:

- a. A cover letter stating an overview of the request
  - b. A current and proposed job description including proposed salary range (if applicable)
  - c. Information outlining the additional duties and responsibilities acquired over a period of time that differs from the current job description and justifying the request.
  - d. A historical overview of the new duties.
  - e. Any other relevant information supporting the request.
4. Once the District has completed job description revisions, copies of said job descriptions shall be sent to the president of the Organization and to the site secretaries for distribution to Organization members.
  5. If the parties do not agree whether the job description revision(s) shall be granted or denied, either party may then request that the matter be included as an additional item for negotiations in the following year, i.e. the year following the year in which the job description review was first presented.

## **ARTICLE XXII: COMPENSATION**

### **A. REGULAR PAY:**

1. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided in Appendix B which is attached hereto and is hereby incorporated as part of the agreement.

2. The total percentage of compensation for the classified unit will be no less than the total percentage for any other unit.

B. TAX SHELTERED ANNUITIES: Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

C. NEW EMPLOYEE: All new employees shall be employed at the basic rate for the appropriate job classification.

D. SALARY STEP ADVANCEMENT: A person employed on a regular basis on or before December 31 of preceding school year will be eligible for a salary step advancement (Example: From Step 1 to Step 2) on July 1. A person employed on January 1 or thereafter, will not be eligible for step advancement on July 1.

E. LONGEVITY:

Based on:

2% at 10 years of employment

3% at 15 years of employment

4% at 20 years of employment

5% at 25 years of employment

6% at 30 years of employment

Percentage applied to employee's placement on schedule. Longevity status is based on salary step advancement date of December 31st. The longevity bonus will be applied after a three (3) member panel reviews three successive years' performance evaluations to determine satisfactory performance (documents to include performance evaluation, letters of commendation, letters of reprimand, etc.) Committee to review longevity bonus will be the Superintendent or designee and two classified unit representatives.

F. RESPONSIBILITY FACTOR – MIDDLE SCHOOL

- |                            |                        |
|----------------------------|------------------------|
| 1. School Secretary        | \$1,260 annual stipend |
| 2. Custodian II            | \$1,260 annual stipend |
| 3. Cook II                 | \$1,260 annual stipend |
| 4. School Office Assistant | \$ 840 annual stipend  |
| 5. Attendance Clerk        | \$ 840 annual stipend  |
| 6. Cook I – Snack Bar      | \$ 735 annual stipend  |

Stipends will be added to annual salary and included in monthly amount. If employee leaves during the year, stipend amount will be prorated. Both parties agree that this Article Section XXII.F: Responsibility Factor – Middle School will be reevaluated at the

conclusion of the Classification/Compensation Study, which began in the 2018/2019 school year.

- G. PRORATED OPTION: Employees working five (5) or more hours shall have the option to prorate their pay over 12 months. The individual shall notify the District in writing regarding payment choice by August 1 of each school year. If the employee does not notify the District by that date, the employee's salary will be paid in the manner of the previous year.
- H. REQUIRED EDUCATION: Employees that the District deems must attend classes as a condition of their employment shall be compensated for time, travel, and meals.
- I. ASSOCIATE DEGREE / LIBRARY TECHNICIAN CERTIFICATION: Instructional support personnel, including but not limited to tutors, library personnel, and computer lab staff with an Associate or higher degree will receive a stipend equal to \$630.00 annually to be paid as part of their monthly compensation. Library Technicians who possess Library Technician Certification from an accredited program, but do not have an Associate or higher degree, will receive a stipend equal to \$525.00 annually to be paid as part of their monthly compensation.
- J. EPA/HVAC CERTIFICATION: Maintenance personnel who possess an EPA HVAC Certification from an accredited program shall receive a stipend equal to \$630.00 annually to be paid as part of their monthly compensation.
- K. BILINGUAL STIPEND: Any employee who is required to use a second language from time to time in his/her regular assignment and who has demonstrated competency in the second language, using an assessment provided by the Human Resources Department, shall receive a stipend in accordance with the following schedule:

#### **BILINGUAL STIPEND SCHEDULE – ORAL, READING & WRITING COMPETENCY**

8 hour employee	\$1,050 per year
7 hour but less than 8 hour employee	\$945 per year
6 hour but less than 7 hour employee	\$840 per year
5 hour but less than 6 hour employee	\$735 per year
4 hour but less than 5 hour employee	\$630 per year
3 hour but less than 4 hour employee	\$315 per year
2 hour but less than 3 hour employee	\$210 per year
1 hour but less than 2 hour employee	\$105 per year

Said payments shall be paid each month on a one-twelfth (1/12) basis for each twelve (12) month employee, on a one-eleventh (1/11) basis for each eleven (11) month employee, and on a one-tenth (1/10) basis for each ten (10) month employee as part of the employee's regular monthly paycheck.

Eligibility for said stipend shall commence on the first of the month following the completion of demonstrated competency. Stipend payment is not to be considered a part of the employee's regular rate of pay.

Classified unit members hired as School Clerk I hired prior to 2013 and Paraprofessional, English Language Development, hired prior to 2012, will be considered to have satisfied the required competency in the second language.

#### L. Extracurricular Coaches/Leaders

1. Unit members meeting all qualifications prior to the season (CPR, first aid, and coaching theory) who are requested by the principal or his designee to coach and hold practices after the regular instructional day shall be entitled to receive the stipend indicated: Track and Wrestling Elementary: \$1,155; Track and Wrestling Middle School: \$1,365 per year; all other Elementary positions: \$1,050 per year; all other Middle School positions: \$1,260 per year. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.
2. Unit members who are requested by the principal or his designee to coach and not to hold practices after the regular instructional day shall be entitled to receive the stipend indicated: Track: \$735 per year; all others: \$525 per year. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.
3. Unit members who act as sports officials/referees will receive a stipend of \$50 per game. In order to act as an official/referee, unit members are required to demonstrate knowledge of the rules and regulations pertaining to the sport or game being officiated.
4. With principal approval, unit members may lead non-athletic after school activities. Such activities include, but are not limited to, chess, garden, drama, Peach Blossom, etc. Unit members shall be entitled to receive a minimum stipend of \$50 per hour. Unit members shall fill out the appropriate time sheet and forward same to the site principal. This stipend shall be paid during the following pay period upon authorization by the site principal.



## **ARTICLE XXIII: YEAR ROUND SCHOOL**

### **A. YEAR ROUND SCHOOL:**

1. On year round education, no employee whose contract was not extended will be entitled to fewer or more scheduled holidays than he or she is currently entitled.
2. A "RAINBOW" track will be defined as contracted work days spread over all four tracks with blocks of time of five (5) to twenty (20) days being taken off during each track. All affected employees will have equal input of their calendars. The principal or supervisor will have final approval of calendars.

#### **POSITIONS ON "RAINBOW" TRACK:**

OFFICE/HEALTH CLERK  
MINI BUS DRIVER/CLERICAL AIDE  
COMMUNITY LIAISON  
CLASSIFIED LIBRARIAN  
MIGRANT COMMUNITY AIDE  
CONSOLIDATED PROJECTS/BILINGUAL SPECIALIST  
RESOURCE SPECIALIST TUTOR  
LIBRARY MEDIA UTILITY CLERK  
LIBRARY MEDIA TECH II  
SPECIAL SERVICE SECRETARY

#### **POSITIONS ON TRACK:**

INSTRUCTIONAL TUTOR  
MIGRANT TUTOR  
SPECIAL EDUCATION TUTOR  
FOOD SERVICE COOK I, II

3. Contracts of less than twelve months will start no sooner than the first Monday following the 4th of July.
4. The District agrees to adopt and maintain a Board Policy reflecting the following:  
In the establishment of year-round education, for District employees who are also parents of children attending District schools the track assignments shall be handled as follows: once the employee's track is selected, the District shall assign the employee's children to the same track as the employee, upon the employee's request.
5. Payroll - Less than twelve (12) month employees:
  - a. Instructional tutors and food service on track will be paid in ten equal payments in the month they are on track.
  - b. All employees on rainbow track will be paid in twelve (12) equal payments.

- c. After two years of employment, any employee may have their salary paid in twelve equal payments. The District must be notified in writing by May 15th of the preceding year.
- 6. Off track employees who have signed up to sub in their classifications will be given first consideration. The employee will be paid on Step 2 of their classification; however, hourly rate shall not exceed their normal pay rate.
- 7. Vacation: Employees currently being paid for their vacation time will continue to do so, on YRE (i.e. tutors and cooks).
- 8. All calendars will be submitted to the District Office for review by both the Unit and the District no later than the first working day of April. Employees will be notified of their finalized calendars or tracks no later than 5 working days from the 1st working day of April. Once the calendar or track assignment has been finalized, no changes will be made without the approval of both the L.E.C.O. and the superintendent.
- 9. If because of a track change during the school year, an employee works more or less than his or her contracted days, the following will take place:
  - a. If the track change is instigated by the employee, the employee will be paid more or less based on the number of days actually worked.
  - b. If the track change is instigated by the District, the employee will be paid more pro-rated on the number of days worked. If it requires the employee to work fewer days, the employee will be given the opportunity to make up the days on another track.
- 10. Track Over Day - Will be worked immediately before, or after on track days. Employees who work 207 day contracts have to work the following track over days, (1 through 5 year) 4.50 days, (5-10) 1.33 days. \* Per Article X
- 11. Moving Track Change Over Days - Custodial Staff will move only District teacher storage cabinet, one file cabinet, and one student cabinet per teacher.

## **ARTICLE XXIV: GOLDEN HANDSHAKE PLAN W/PERS**

### **A. GOLDEN HANDSHAKE PLAN W/PERS**

1. The District may permit any member of the bargaining unit to retire early after the age of fifty-five (55) and receive up to an additional two (2) years of service credit to be applied to his/her retirement allowance pursuant to applicable state law. The retiring employee shall have been employed in the Lemoore Elementary School District for fifteen (15) consecutive years prior to the effective date of retirement.
2. The retiring employee must have attained the age of fifty-five (55) on the effective date of retirement. The retiring employee may submit a letter of retirement, contingent upon the board opening the window, effective at the end of the school year and no more than one hundred eighty (180) days and no less than ninety (90) days from the effective date of the formal action of the District.
3. For any employee who applies to retire under this provision, the District will contribute to the Public Employees Retirement System an amount determined by PERS to be the necessary actuarial and administrative costs for such retirement.
4. The District must be able to certify to PERS that an actual savings or permanent reduction in staff has taken place.

**AGREEMENT ACKNOWLEDGEMENT**

**LECO  
CLASSIFIED SETTLEMENT FOR 2022-2025**

DATED: October 14, 2022

**FOR THE DISTRICT**

BY: Benjamin Luis

PRINT NAME: Ben Luis, Chief Negotiator

BY: Cheryl Hunt

PRINT NAME: Cheryl Hunt, Superintendent

**FOR LECO**

BY: Kathleen Butts

PRINT NAME: Kathleen Butts, Lead Negotiator and LECO President

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## **APPENDIX A: CLASSIFIED EVALUATION FORM**

### **LEMOORE UNION SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION FORM**

Name: _____	Date: _____
Current Job Title: _____	School Site/Department: _____
School Year: _____	Period Covered by this Evaluation: _____

**Evaluation Type:**

- ☐ Probationary Employee Evaluation #1  
☐ Probationary Employee Evaluation #2  
☐ Permanent Employee Evaluation

Directions: Evaluator(s) shall complete this form by checking the appropriate rating, providing comments and meeting with the employee to discuss its content. This form shall be signed and dated by both the employee and the evaluator(s).

- 4 = Exceeds Competency Standards  
3 = Meets Competency Standards  
2 = Growth Expected  
1 = Does Not Meet Competency Standards  
N/O = Not Observed

<b>COMPETENCY 1: Productivity/Quality of Work</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>					
1.1 Sets clear and realistic objective goals for accomplishing the work.					
1.2 Takes part in planning sessions with others in an effective way					
1.3 Evaluates length and difficulty of tasks and projects accurately, plans accordingly					
1.4 Can separate critical tasks from trivial tasks and work on the most important tasks first					
1.5 Predicts and foresees roadblocks and can figure out what will help or hinder accomplishing a goal					
1.6 Pursues goals with energy and drive, pushing self and others for results					
Comments:					
<b>COMPETENCY 2: Working Relationships</b> <th><b>4</b></th> <th><b>3</b></th> <th><b>2</b></th> <th><b>1</b></th> <th><b>N/O</b></th>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>					
2.1 Commits to meeting the expectations of those inside and outside the district internal and external stakeholders					
2.2 Builds and maintains effective relationships, gaining trust and respect.					
2.3 Is able to diffuse tense situations. Remains calm yet productive during tense situations					
2.4 Works effectively with a wide range of people					
2.5 Receptive to the perspective of others and incorporates them into his or her work					
Comments:					
<b>COMPETENCY 3: Communication Skills</b> <th><b>4</b></th> <th><b>3</b></th> <th><b>2</b></th> <th><b>1</b></th> <th><b>N/O</b></th>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>					
3.1 Communicates clearly in a variety of situations					
3.2 Comfortably shares information and ideas, including problems with those in authority					
3.3 Promotes calm discussion and cooperation.					
3.4 Communicates with all involved so everyone knows final outcomes.					
Comments:					
<b>COMPETENCY 4: Job Skill Level</b> <th><b>4</b></th> <th><b>3</b></th> <th><b>2</b></th> <th><b>1</b></th> <th><b>N/O</b></th>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>					
4.1 Uses required skills to do his or her job at a high level					
4.2 Works at enhancing and building current skills and learning new skills					
4.3 Chooses appropriate tools/technology for tasks, and looks for new tools/technology to improve efficiency					
4.4 Is able to share technical skills with others					

Comments:									
<b>COMPETENCY 5: Dependability, Trust and Respect</b>					<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>									
5.1 Honors time commitments, including work hours and meeting deadlines									
5.2 Follows guidelines to ensure the health and safety of all									
5.3 Presents truthful information in an appropriate and helpful manner									
5.4 Listens carefully and patiently to others, considering their opinions even when he/she disagrees									
Comments:									
<b>COMPETENCY 6: Developing and Directing Others</b>					<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/O</b>
<b>OVERALL RATING</b>									
6.1 Provides challenging tasks to help others develop skills									
6.2 Works with others to help them construct development plans									
6.3 Establishes clear directions and objectives									
6.4 Distributes workload fairly									
6.5 Communicates well with others about work plans									
6.6 Communicates vision and purpose with enthusiasm and encourages others to buy in									
6.7 Inspires and motivates others									
Comments:									

**OVERALL EMPLOYEE RATING SUMMARY:**

- ☐ Exceeds Competency Standards.
- Exceptional performer; aspirational model for other employees
  - Consistently exceeds expectations
- ☐ Meets Competency Standards.
- Strong performer
  - Meets or may sometimes exceed expectations
- ☐ Growth Expected
- Average performer
  - Meets most elements of the competency but at times does not meet the competency
- ☐ Does Not Meet Competency Standards
- Weak performer
  - Requires ongoing direction

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

Employee signature indicates that the evaluation has been seen by and discussed with the employee, but does not necessarily constitute agreement. This evaluation will be placed in the employee's Personnel file. The employee has the right to respond on a separate sheet to be attached to this evaluation.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

**APPENDIX A-1: CLASSIFIED EMPLOYEE SELF-ASSESSMENT FORM (OPTIONAL)**

**LEMOORE UNION ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED EMPLOYEES SELF-ASSESSMENT**

<b>Employee:</b>	<b>Assessment Date:</b>
<b>Job Title:</b>	<b>Evaluator:</b>

<b>Productivity/Quality of Work</b>	
1.1 Sets clear and realistic objective goals for accomplishing the work.	Choose an item.
1.2 Takes part in planning sessions with others in an effective way	Choose an item.
1.3 Evaluates length and difficulty of tasks and projects accurately, plans accordingly	Choose an item.
1.4 Can separate critical tasks from trivial tasks and work on the most important tasks first	Choose an item.
1.5 Predicts and foresees roadblocks and can figure out what will help or hinder accomplishing a goal	Choose an item.
1.6 Pursues goals with energy and drive, pushing self and others for results	Choose an item.
<b>Working Relationships</b>	
2.1 Commits to meeting the expectations of those inside and outside the district internal and external stakeholders	Choose an item.
2.2 Builds and maintains effective relationships, gaining trust and respect.	Choose an item.
2.3 Is able to diffuse tense situations. Remains calm yet productive during tense situations	Choose an item.
2.4 Works effectively with a wide range of people	Choose an item.
2.5 Receptive to the perspective of others and incorporates them into his or her work	Choose an item.
<b>Communication Skills</b>	
3.1 Communicates clearly in a variety of situations	Choose an item.
3.2 Comfortably shares information and ideas, including problems with those in authority	Choose an item.
3.3 Promotes calm discussion and cooperation.	Choose an item.
3.4 Communicates with all involved so everyone knows final outcomes.	Choose an item.
<b>Job Skill Level</b>	
4.1 Uses required skills to do his or her job at a high level	Choose an item.
4.2 Works at enhancing and building current skills and learning new skills	Choose an item.
4.3 Chooses appropriate tools/technology for tasks, and looks for new tools/technology to improve efficiency	Choose an item.
4.4 Is able to share technical skills with others	Choose an item.
<b>Dependability, Trust and Respect</b>	
5.1 Honors time commitments, including work hours and meeting deadlines	Choose an item.
5.2 Follows guidelines to ensure the health and safety of all	Choose an item.
5.3 Presents truthful information in an appropriate and helpful manner	Choose an item.
5.4 Listens carefully and patiently to others, considering their opinions even when he/she disagrees	Choose an item.
<b>Developing and Directing Others</b>	
6.1 Provides challenging tasks to help others develop skills	Choose an item.
6.2 Works with others to help them construct development plans	Choose an item.
6.3 Establishes clear directions and objectives	Choose an item.
6.4 Distributes workload fairly	Choose an item.
6.5 Communicates well with others about work plans	Choose an item.
6.6 Communicates vision and purpose with enthusiasm and encourages others to buy in	Choose an item.
6.7 Inspires and motivates others	Choose an item.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

## APPENDIX B: 2022/2023 CLASSIFIED SALARY SCHEDULE

### LEMOORE UNION ELEMENTARY SCHOOL DISTRICT 2022/2023 CLASSIFIED SALARY SCHEDULE

Range	Position	Work Days	Step 1	Step 2	Step 3	Step 4	Step 5
1	None		15.99	17.43	18.99	20.70	22.57
2	Paraprofessional Paraprofessional, English Language Development (ELD)	186 days 186 days	16.35	17.82	19.44	21.17	23.08
3	None		16.72	18.24	19.88	21.67	23.61
4	Cook I Paraprofessional, Alternative Education	184 days 186 days	17.10	18.63	20.30	22.14	24.14
5	Attendance Clerk Attendance Clerk - Middle School	183 days	17.50	19.04	20.78	22.65	24.68
6	Paraprofessional, Special Education	186 days	17.95	19.55	21.33	23.24	25.34
7	IMS Worker I	12 months	18.36	20.01	21.82	23.76	25.91
8	None		18.82	20.52	22.36	24.37	26.57
9	Cook II Menu Production Assistant IMS Clerk School Office Assistant	184 days 184 days 12 months 190 days	19.28	21.01	22.89	24.94	27.20
10	Custodian I Grounds Maintenance-Custodian IMS Worker II	12 months 12 months 12 months	19.77	21.53	23.48	25.60	27.90
11	Library Technician Custodian II	190 days 12 months	20.25	22.08	24.07	26.23	28.61
13	None		20.74	22.63	24.66	26.88	29.29
15	IMS Technician Paraeducator, Social-Emotional-Behavioral Intervention	12 months 186 days	21.22	23.15	25.23	27.49	29.96
16	Technology Support Technician	12 months	22.07	24.07	26.23	28.59	31.15
19	School Secretary School Media Specialist	200 days 190 days	24.98	27.24	29.70	32.36	35.28
24	Maintenance Technician Information Systems Technician Student Information Systems Specialist Licensed Vocational Nurse (LVN)	12 months 12 months 12 months 183 days	29.25	31.88	34.76	37.87	41.29

Classified Salary Schedule table above reflects an hourly rate of pay

#### **STIPENDS:**

Associates Degree	\$ 630
Library Technician Certificate	\$ 630
EPA/HVAC Certification	\$ 630
Bilingual Stipend (pro-rated based on hours worked per day)	
8 hour employee	\$ 1,050
Responsibility Factor - Middle School	
School Secretary	\$ 1,260
Custodian II	\$ 1,260
Cook II	\$ 1,260
School Office Assistant	\$ 840
Attendance Clerk - Middle School	\$ 840
Cook I - Snack Bar	\$ 735

#### **LONGEVITY:**

Based on:
2% at 10 years of employment
3% at 15 years of employment
4% at 20 years of employment
5% at 25 years of employment
6% at 30 years of employment

Note: 8% Increase to the 2021/2022 Classified Salary Schedule

**Board Approved: November 8, 2022**

**Effective: July 1, 2022**

*For application of the Salary Schedule and all other pay categories, please see Article XXII Compensation of the LECO Bargaining Agreement*



## APPENDIX C: 2022/2023 INSURANCE PLAN OPTIONS



### Lemoore Elementary Classified Current Options 2022/2023

PLANS	A 100-A \$10	B 80-G \$20	C 80-L \$30
Provider Network(s): Anthem Blue Cross ( <a href="http://www.anthem.com">www.anthem.com</a> )			
Hospital			
Professional			
Individual/Family Deductibles	Prudent Buyer Prudent Buyer	Prudent Buyer Prudent Buyer	Prudent Buyer Prudent Buyer
Individual/Family Out-of-Pocket (OOP) Max (Includes medical deductibles, co-insurance and co-pays)	\$0 per person up to \$0 per family	\$500 per individual up to \$1,000 per family	\$2,000 per individual up to \$4,000 per family
MEDICAL - CALENDAR YEAR Deductibles & Maximums	\$1,000 per individual/ \$3,000 per family Once the member's medical co-pays total \$1,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	\$2,000 per individual/ \$4,000 per family Once the member's deductible, 20% and medical co-pays total \$2,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	\$4,000 per individual up to \$8,000 per family Once the member's deductible, 20% and medical co-pays total \$4,000, the plan will pay 100% of the allowable amount for the remainder of the calendar year.
PROFESSIONAL SERVICES	MEMBER PAY'S	MEMBER PAY'S	MEMBER PAY'S
Office Visit (OV) co-pay	Deductible Waived / \$10 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Urgent Care co-pay	Deductible Waived / \$10 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Specialists/Consultants co-pay	Deductible Waived / \$10 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Prenatal, postnatal office visit co-pay	Deductible Waived / \$10 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
Scans: CT, CAT, MRI, PET etc.	0%	20%	20%
Diagnostic X-ray & Laboratory Procedures	0%	20%	20%
Infertility (diagnosis/treatment of causes of infertility)	Not Covered	Not Covered	Not Covered
Preventive Care (includes physical exams & screenings)	0%, Deductible Waived	20%, Deductible Waived	20, Deductible Waived
HOSPITAL & SKILLED NURSING FACILITY SERVICES			
Emergency Room visit (waived if admitted)	\$100 co-pay	\$100 co-pay + 20%	\$100 co-pay + 20%
Inpatient Hospital (preauthorization required)	0%	20%	20%
Outpatient Hospital	0%	20%	20%
Surgery, Outpatient (performed in Surgery Center)	0%	20%	20%
Surgery, Outpatient (performed in a Hospital)	0%	20%	20%
MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT			
INPATIENT: Facility Based Care (preauth required)	0%	20%	20%
OUTPATIENT: Facility Based Care (preauth required)	Deductible Waived / \$10 Office Visit co-pay	Deductible Waived / \$20 Office Visit co-pay	Deductible Waived / \$30 Office Visit co-pay
OTHER SERVICES			
Acupuncture - Limits apply	0%	20%	20%
Ambulance (Ground or Air)	\$100 co-pay	\$100 co-pay + 20%	\$100 co-pay + 20%
Chiropractic - Limits apply	0%	20%	20%
Durable Medical Equipment (DME)	0%	20%	20%
Physical and Occupational Therapy - Limits apply	0%	20%	20%
PHARMACY BENEFITS			
Plan	Network / Walk-In Costco	Network / Walk-In Costco	Network / Walk-In Costco
Individual/Family Out-of-Pocket (OOP) Max	\$1,500 Individual / \$2,500 Family	\$1,500 Individual / \$2,500 Family	\$2,500 Individual / \$3,500 Family
Generic co-pay/30 days supply	\$5 co-pay Free	\$5 co-pay Free	\$0 co-pay Free
Generic co-pay/90 days supply	Free	Free	Free
Brand co-pay/30 days supply	\$20 co-pay \$20 co-pay	\$20 co-pay \$20 co-pay	\$35 co-pay \$35 co-pay
Brand co-pay/90 days supply	\$50 co-pay \$50 co-pay	\$50 co-pay \$50 co-pay	\$90 co-pay \$90 co-pay
Free Generic Drugs at Costco as well as through Mail Order Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply program	Costco Pharmacies are open to non-members.	Costco Pharmacies are open to non-members.	Costco Pharmacies are open to non-members.
ADDITIONAL COVERAGE:			
The Hartford Life Insurance Plan ( <a href="http://www.thehartford.com">www.thehartford.com</a> )	\$70,000 Basic Term Life Policy	\$70,000 Basic Term Life Policy	\$70,000 Basic Term Life Policy
Vision Service Plan ( <a href="http://www.vsp.com">www.vsp.com</a> )	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos	Plan C, \$15 Exam/\$25 Materials co-pay Exam, frames & lenses every 12 mos
Delta Dental Plan: ( <a href="http://www.deltadentalca.org">www.deltadentalca.org</a> )	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max. PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max. PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho 50% up to \$1,000 lifetime max. PPO Plan, \$2,000 cal yr max. Ortho 100% up to \$2,000 lifetime max.
Monthly Rates	A 100-A \$10	B 80-G \$20	C 80-L \$30
	Incentive Dental	Incentive Dental	Incentive Dental
Medical	2021-22 \$1,502.00 2022-23 \$1,509.00	2021-22 \$1,200.00 2022-23 \$1,206.00	2021-22 \$1,011.00 2022-23 \$1,016.00
Dental	\$106.20 \$106.20	\$106.20 \$106.20	\$106.20 \$106.20
Vision	\$19.60 \$19.60	\$19.60 \$19.60	\$19.60 \$19.60
Life	\$10.50 \$10.50	\$10.50 \$10.50	\$10.50 \$10.50
Monthly Total	\$1,638.30 \$1,645.30	\$1,336.30 \$1,342.30	\$1,147.30 \$1,152.30
Less: Employer Monthly Cap (12-month)	-\$1,158.24 -\$1,158.24	-\$1,158.24 -\$1,158.24	-\$1,158.24 -\$1,158.24
Monthly premium	\$480.06 \$487.06	\$178.06 \$184.06	-\$16.94 -\$5.94
# of months	9 9	9 9	9 9
Employee Annual Out of Pocket	\$5,823.72	\$2,190.72	-\$68.28
Employee Monthly w/ Incentive Dental	\$529.43	\$199.16	\$0.00
Dental Plan Difference	\$7.85	\$7.85	\$8.00
Employee Monthly w/ PPO Dental	\$537.28	\$207.01	\$0.00
NOTATIONS:			
This sheet is only a brief summary of benefits that reflects In-Network benefits. When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay. Please review the benefit summaries or plan booklets for details, limitations and exclusions.			
Benefits may be subject to change due to mid-year legislative changes.			
Calendar Year Out-of-Pocket Maximums includes plan co-pays, deductible and co-insurance for in-network and emergency services. Coinsurance and co-pays do NOT carryover to the next calendar year.			
Medical OOP Maximums shown are for medical plans only and do not include prescription drug co-pays.			
See Prescription Drug OOP Maximums listed under the pharmacy benefit area.			

## APPENDIX D: LECO MEMBERSHIP APPLICATION

### Lemoore Elementary Classified Organization Membership Application

#### Article III – Organization Rights

##### C. Payroll Deduction

1. Any unit member who is a member of the Lemoore Elementary Classified Organization (LECO), or who has applied for membership, may sign and deliver to LECO an assignment authorizing deduction of organizational membership dues. Pursuant to such authorization, the District shall deduct the current monthly membership dues from the regular salary check of each unit member for ten (10) months, commencing in September and ending in June of the work year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete the payments by the end of the school year.
2. Any unit member who is not a member of the Lemoore Elementary Classified Organization, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Organization or pay to the Organization a fee in an amount equal to the organizational membership dues, or comply with Section 3 below. Such a fee shall be deducted from the employee's regular salary check.
3. A unit member who has a deeply held religious conviction which includes objections to joining or financially supporting employee organizations shall not be required to join or financially support the Lemoore Elementary Classified Organization as a condition of employment, except that such unit member shall direct, in writing, that he/she has chosen to opt out due to religious conviction. The unit member must provide documentation verifying his/her religious conviction.
4. A unit member who chooses not to contribute to LECO shall direct, in writing, that he/she has chosen to opt out. LECO may no longer be legally responsible to represent those identified Unit Members as Non Contributing to LECO.
5. **Please Note: Failure to submit a signed form by September 15<sup>th</sup> deadline, will identify you as a Non Contributing LECO Member and may void any representation for you by LECO until Open Enrollment (September 1-15 of each year).**

- ☐ I choose to contribute as a member of LECO. I authorize the deduction of monthly membership dues in the amount of \$5/month { \_\_\_\_\_ } **Initial**
- ☐ I choose NOT to contribute as a member of LECO. I do NOT authorize the deduction of monthly membership dues in the amount of \$5/month { \_\_\_\_\_ } **Initial**

Authorization is in effect until revoked in writing. Open Enrollment to join or opt out of contributing monthly dues to LECO will be September 1-15 of each year.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please PRINT Employee Name

## **APPENDIX E: SIDE LETTER OF AGREEMENT (WEST HILLS PROGRAM)**

**SIDE LETTER OF AGREEMENT**  
**Between The**  
**LEMOORE UNION ELEMENTARY SCHOOL DISTRICT**  
**And the**  
**LEMOORE ELEMENTARY CLASSIFIED ORGANIZATION**

**August 20, 2009**

The Lemoore Union Elementary School District ("District") and the Lemoore Elementary Classified Organization ("Organization"), hereby voluntarily enter in this Side Letter of Agreement regarding after school program employment.

WHEREAS, the District has contracted with the West Hills Community College District to operate an after school program ("West Hills Program") on the District's campuses; and

WHEREAS, the persons currently employed by the District and serving in the classification of "Instructional Tutor" will be eligible for employment by West Hills Community College District to serve as After School Program Site Coordinators, After School Program School Site Supervisors and After School Program Activity Leaders; and


WHEREAS, the District and the Organization wish to clarify that in the event that District employees are employed in the West Hills Program, that West Hills Program employment is completely separate and distinct from District employment; and

NOW, THEREFORE, the parties agree to the following with respect to the West Hills Program:

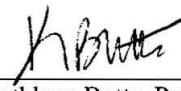
1. The foregoing recitals are true and correct.
2. The District's part-time classified employees are eligible for employment in the West Hill Program during times that such part-time classified employees are not scheduled to provide service to the District.
3. Any classified employee of the District who is hired to serve in the West Hills Program shall be a classified employee of the West Hills Community College District with respect to his/her Program employment.
4. Under no circumstances shall the terms and conditions of the 2007 to 2010 collective bargaining agreement between the District and the Organization apply to any hours worked, by any individual, in the West Hills Program.
5. No District classified employee who is separately employed by West Hills Community College District in the after school Program may combine his/her hours of service to the District with his/her hours of Program service for purposes of overtime pay, health and welfare benefit coverage, retirement, or for any other purpose whatsoever.

6. This Side Letter of Agreement shall continue in effect from year to year unless modified by mutual written agreement of the parties.

Dated: 8/27, 2009

  
Patricia Ernsberger, Assistant Superintendent  
Lemoore Union Elementary School District

Dated: 8-27, 2009

  
Kathleen Butts, President  
Lemoore Elementary Classified Organization

## APPENDIX F: SIDE LETTER OF AGREEMENT (CLASS/COMP STUDY)



**Lemoore Union Elementary School District**  
**Board Members:** Stephen Todd, Ed Mendes, Myeisha Neal, Mark Pescatore, Jerry Waymire

**Cheryl Hunt, Superintendent**  
Ed Ochoa, Assistant Superintendent

### Side Letter of Agreement

The Lemoore Union Elementary School District ("District") and the Lemoore Elementary Classified Organization ("Organization"), hereby voluntarily enter in this Side Letter of Agreement regarding the review, revision, and reclassification of job description(s) as a result of the classification/compensation study conducted during the 2018/2019 school year.

WHEREAS, the parties agree to meet and consult to approve the recommended job descriptions, as a result of the classification/compensation study, for not later than effective for the 2022/2023 school year.

NOW THEREFORE, both parties agree that the job descriptions are subject to board approval and will be presented to the Board of Education for approval at the appropriate board meeting(s), held no later than the last board meeting of the 2021/2022 school year.

FUTHERMORE, the parties agree that employee(s) who currently work in the position(s) which may receive a reclassification, as a result of the classification/compensation study, need not reapply for the position(s).

FURTHERMORE, the parties agree that employee(s) who currently work in the position(s) which may receive a salary increase based on the reclassification/restructure of their position, as a result of the classification/compensation study, the increase will not be retroactive.

Kathleen Butts  
President, LECO

12/3/19

Date

Eduardo Ochoa  
Assistant Superintendent, LUESD

12/3/19

Date