

**Memorandum of Agreement  
between the Los Alamos Public Schools and  
the Los Alamos Federation of School Employees**

The parties, the Los Alamos Public Schools (Employer) and the Los Alamos Federation of School Employees (Union), have concluded the 2015-16 negotiations for the upcoming certified contract. The parties have reached the following agreement:

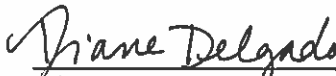
1. Article VII – Compensation F. Other Benefits: The language for membership in the YMCA shall be amended as specified in the Tentative Agreement dated February 18, 2016, a copy of which is attached as Exhibit 1.
2. Article VIII – Absences B. Sick Leave Deferred Payment: The language for sick leave deferred payment shall be amended as specified in the Tentative Agreement dated March 17, 2016, a copy of which is attached as Exhibit 2.
3. Article VII – Compensation A. Salary Schedule Provisions: The language shall be amended as specified in the Tentative Agreement dated March 17, 2016, a copy of which is attached as Exhibit 3.
4. Article XVI – Duration of Agreement: The duration of the contract will be from July 1, 2016 to June 30, 2019 as specified in the Tentative Agreement dated June 7, 2016, a copy of which is attached as Exhibit 4. Interim negotiations shall proceed as specified in Article XVI Paragraph B as specified in Exhibit 4.
5. Articles I through III – Agreement, Preamble and Recognition: The language shall be amended as specified in the Tentative Agreement dated May 23, 2106, a copy of which is attached as Exhibit 5.
6. Article IV – General Provisions: The language shall be amended in Sections A, B, and C, as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 6.
7. Article V – Professional Responsibilities B. Work Day: The Section shall be amended by creating new Paragraphs 8, 9, and 10 out of Paragraph 8, renumbering the trailing Paragraphs, and amending the language in Paragraphs 8, 11, and 13, as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 7.
8. Article VIII – Absences D. Sick Leave Bank: The language shall be amended in Paragraph 1 as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 8.

**Memorandum of Agreement  
between the Los Alamos Public Schools and  
the Los Alamos Federation of School Employees**

9. Article X – Reassignments: The language shall be amended in Section A, Paragraphs 1, 2, 3, and 4 as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 9.
10. Article V – Professional Responsibilities C. Professional Standards: The language shall be amended as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 10.
11. Article VI – Working Conditions: The language shall be amended in Section C, Paragraph 2 and Section D, Paragraph 3 as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 11.
12. Article IX – Evaluation: The language shall be amended in Section B, Paragraph 1 and Section E, Paragraph 1 as specified in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 12. Section F shall be renamed and the language in Section F, Paragraph 4 shall be amended as specified in Exhibit 12.
13. For the school year 2016-2017, the certified bargaining unit employees will be given credit for years of service on the salary schedule, but will continue the current daily rate/ salary. Employees may qualify for movement horizontally on the salary schedule if their credit hours, degree status, or Level movement changes as required. This is set forth in the Tentative Agreement dated May 23, 2016, a copy of which is attached as Exhibit 13.

This Memorandum of Agreement shall be effective upon ratification by both parties.

  
\_\_\_\_\_  
Brian Easton  
Lead Negotiator, LAFSE

  
\_\_\_\_\_  
Diane Delgado  
Lead Negotiator, LAPS

Date: 6/7/16

Date: 6/7/16

Ratified by LAPS School Board on 6/14/16.

  
\_\_\_\_\_  
Jim Hall, President, LAPS School Board

Ratified by LAFSE Certified Membership on 6/26/16.

  
\_\_\_\_\_  
Brian Easton, LAFSE President

**YMCA language, Certified Contract, Article VII F.1.**

Certified employees shall have the option once every quarter to choose to have the District provide a membership in the Los Alamos Family YMCA, subject to district agreement with Los Alamos Family YMCA. Certified employees may also choose at that time to decline or end membership. Employees are responsible for the payment of any income tax for the value of the benefit under federal law.

Tentative Agreement 2/18/16



Brian Easton, Lead Negotiator, LAFSE



Diane Katzenmeyer-Delgado, Lead Negotiator, LAPS

Tentative Agreement

**Article VIII- Absences Section B Deferred Sick Leave Payment  
Section B-4**

Certified employees who submit a letter of intent to retire to the Director of Human Resources prior to March 1 will receive a deferred payment of 30% of their daily salary rate, ~~subject to State Department of Education approval~~. This is an additional 5% above the 25% referred to in B. 3.

Signed,

*Diane Delgado*

\_\_\_\_\_  
Diane Delgado  
Lead Negotiator, LAPS

*Brian Easton*

\_\_\_\_\_  
Brian Easton  
Lead Negotiator, LAFSE

*3-17-16*

\_\_\_\_\_  
Date

*3/13/16*

\_\_\_\_\_  
Date

Tentative Agreement


**Article VII- COMPENSATION**

**A. Section A: Salary Schedule Provisions**

1. Current placement on the salary schedule at the ratification to this Agreement will be recognized. Certified employees are placed on the salary schedule according to education and all approved previous teaching or clinical (nursing, audiology, diagnostic, etc.) experience. Up to two years of military or ~~State Department of Education~~ **Public Education Department** approved volunteer service will be credited toward placement on the salary schedule. Certified employees will receive one year of experience on the salary schedule for each year of District or approved out-of-district experience. Ninety-one consecutive days of applicable experience in the same assignment is equal to one full step for hiring purposes in accordance with ~~State Department of Education~~ **Public Education Department** funding.
2. No change
3. No change
4. Continuing employees will have all course work approved by the Director of Human Resources in accordance with ~~State Department of Education~~ **Public Education Department** regulations in advance of registration. Transcripts and verification of employment will be accepted by the Office of Human Resources up to October 1 for salary adjustment. The adjustment will be effective the date the documentation is verified.  
Approved upper division and graduate course work taken at a fully accredited college or university shall be eligible for salary advancement. Lower division courses shall be awarded salary credit if the course taken has a direct relationship to the employee's educational assignment and has the written approval of the Office of Human Resources, in accordance with requirements established by the state for T&E computation.
5. A certified employee who **is requested by an Administrator to** assumes administrative duties and responsibilities in the site administrator's absence shall do so on a voluntary basis with flex time provided equal to the time used while fulfilling administrative responsibilities during non-student contact time **unless a stipend or other compensation has otherwise been agreed upon for the performance of these duties and responsibilities.**
6. No Change

Signed,

  
 \_\_\_\_\_  
 Diane Delgado  
 Lead Negotiator, LAPS

  
 \_\_\_\_\_  
 Brian Easton  
 Lead Negotiator, LAFSE

3-17-16  
 \_\_\_\_\_  
 Date

3/15/16  
 \_\_\_\_\_  
 Date

EXHIBIT 4

Tentative Agreement June 7, 2016

**ARTICLE XVI - DURATION OF AGREEMENT**

A. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect through June 30, 2016 **2019**. If the parties have not reached agreement on a successor contract before the expiration date of this Agreement, the parties shall pursue the impasse resolution procedure including mediation.

If no successor agreement is reached by November 1, 2016 **2019**, the Agreement shall terminate on that day.

B. Salaries, up to two (2) ~~one (1)~~ additional ~~item~~ issues chosen by each party to this Agreement may be reopened each year of this Agreement **Additional issues mutually agreed to by both parties may also be reopened**. Such negotiations shall begin on or before **January 15<sup>th</sup>** of each year or as agreed to by the parties.

Signed,

*Diane Delgado*

\_\_\_\_\_  
Diane Delgado  
Lead Negotiator, LAPS

*Brian Easton*

\_\_\_\_\_  
Brian Easton  
Lead Negotiator, LAFSE

*6-7-16*

\_\_\_\_\_  
Date

*6/7/16*

\_\_\_\_\_  
Date

*6/7/16*

Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

Certified:

Article I- Agreement

This Agreement is between the two parties, Los Alamos Public Schools, a public employer, hereafter known as the "Board," and the Los Alamos Federation of School Employees, a certified employee organization, hereafter referred to as the "Federation."

The terms of this contract shall be binding upon the Board, the Federation, and all the personnel in the certified bargaining unit that the Federation represents.

Article II- Preamble

The Board and the Federation are committed to providing a high quality educational experience for the students of the Los Alamos Public Schools. The Board and the Federation enter into the following agreements believing that positive professional conditions are an essential component in creating a productive learning and teaching environment. Good morale within the teaching staff and a collegial environment are critical to the achievement of that goal.

The Board and the Federation enter into the following agreements believing that they will help to provide the best attainable education of students and professional conditions for the staff of the Los Alamos Public Schools. The Federation and the Board affirm their belief that Los Alamos Public Schools should be guided by an informed Board and an actively involved professional staff and community. The Federation and the Board understand and agree that a quality school system depends upon the free flow of ideas. Certified employees' opinions will be considered on matters that affect the system and its programs. All parties to this Agreement are committed to the promotion of the public interest by assuring the orderly operation and functioning of a quality educational program for the District's students and citizens. It is hoped that this ongoing quest for excellence will continue to be maintained. Given the importance of a collective bargaining agreement and its overall impact on the education of children, the District and the Federation will devote the time and resources necessary to secure a contract that is responsive to the students' immediate and long-term interests.

Article III- Recognition

The Federation is recognized as the exclusive bargaining agent for the non-supervisory certified personnel of the District, including but not limited to the following job classifications: teachers, athletic trainer, counselor, diagnostician, educational technologist, energy education manager, librarian, nurse, prevention specialist coordinator, program coordinator, psychologist, ROTC instructor, social worker, speech language pathologist, occupational therapist, physical therapist, vision specialist and other District employees excluding substitutes and all classified staff, licensed or not, in negotiations with the Board or its representatives on questions of wages, hours, and conditions of employment.

Signed:

  
\_\_\_\_\_  
Brian Easton, LAFSE Lead Negotiator

5/23/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane Delgado, LAPS Lead Negotiator

5-23-16  
\_\_\_\_\_  
Date

**Tentative Agreement, May 23, 2016**

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article IV – General Provisions**

**A. Definitions**

- 1. Certified employees: all certified bargaining unit members as defined in Article III, Recognition.
- 2. Tenured certified employees: all certified employees who have received and signed their third consecutive contract **or letter of intent** with Los Alamos Public Schools, **whichever occurs first.**
- 3. Non-tenured certified employees: all certified employees who have not received and signed their third consecutive contract **or letter of intent** with Los Alamos Public Schools, **whichever occurs first.**
- 4. Supervisor: An administrator who can evaluate other employees and has the authority to discipline or recommend disciplinary action.

**B. Agreement Control**

- 1. This agreement will be implemented **and administered** in accordance with the Constitution and laws of the United States and the State of New Mexico.
- 2. In case of any conflict between the provisions of this Agreement and any Board or Federation policy, practice, or procedure, the provisions of the Agreement shall control for the period of this Agreement.
- 3. This Agreement may be modified only through a written negotiated agreement between the parties.
- 4. Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all certified employees.
- 5. If any part of this Agreement is held invalid, the remainder or its application to other situations or persons shall not be affected.

**C. Negotiation Procedures**

- 1. Both parties agree to meet at reasonable times and places to negotiate in good faith in an effort to reach agreement on wages, hours, and other terms and conditions of employment.
- 2. The Superintendent **and/or designee** shall honor all reasonable **written** requests for statistics and data relative to the local district.
- 3. Negotiations shall proceed according to ground rules agreed to by both parties.

**D. Consultations**

The Board recognizes the professional standing and the expertise that certified employees offer the District. The ideas and opinions of certified employees are of significant value in improving the quality of education in the Los Alamos Public School System and maintaining excellence.

Certified employees shall be called upon to provide a consultative role in areas including but not limited to the following:

- a. definition and development of educational objectives
- b. definition and development of courses and curriculum
- c. selection of textbooks and educational materials
- d. team leadership and site committees.

Signed:

Brian Easton  
Brian Easton, LAFSE Lead Negotiator

5/23/16  
Date

Diane Delgado  
Diane Delgado, LAPS Lead Negotiator

5-23-16  
Date



## Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article V- Professional Responsibilities**

## A. No Changes

## B. Work Day

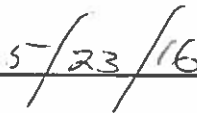
1. No changes.
- 2.
3. No changes.
4. No changes.
5. No changes.
- 6.
7. No changes.
8. All certified employees employed for a 1.0 FTE will have a minimum of 300 minutes per week averaged over a four-week period of professional preparation time. Professional Preparation Time will be in a minimum of 30-minute blocks of duty free time provided that the time is used for professional responsibilities. Determining the use of this time will be at the sole discretion of the teacher provided the time is used for professional responsibilities. This time will be provided during the regular work day. During a shortened week the preparation time will be reduced on a prorated basis. At the elementary school level, time created by the early release of students may be used for Professional Preparation Time. If needed, the District may use one (1) early release time each month for District wide or school based meetings provided the time does not fall below the 300 minutes in the four week period.
9. Middle and high school certified employees shall be assigned no more than five classes per day or block cycle for a 1.0 FTE contract.
10. If the District determines that it is in the best interest of the school district to modify work schedules or class assignments of its employees due to serious financial considerations and/or significant programmatic changes, it shall meet and confer with the Federation as to such modifications for a period of no more than thirty (30) workdays. Such meet and confer discussions will occur during the school year. The District and Federation shall use the meet and confer process in a collaborative fashion to serve the needs of the District's students. Mediation may be utilized during such thirty (30) workday meet and confer period if mutually agreed by the parties. If no agreement is reached on such modifications, the District shall be entitled to implement the modified schedule or assignments. The District's decision shall not be subject to grievance or impasse resolution procedures. The District may not implement a modified work schedule or class assignment schedule that exceeds maximum workloads under state law or results in violation of other terms of this article.
11. When a need arises, certified employees may contract to teach an additional period(s), provided the choice is made voluntarily and is compensated proportionally. Such determination will **normally** be made at the beginning of the school year and shall not be construed as a promise of continuation of extra class assignments for the following school year. These additional assignments will be posted internally in accordance with District practice. Certified employees who are interested in the posted additional assignments are responsible for notifying the site supervisor.
12. Part-time certified employees' workday responsibilities shall be proportional to their contract, to be determined with their site administrator.
13. Certified employees may voluntarily cover a reasonable and equitable number of classes during their prep time or lunch time by obtaining prior approval from or through a request of the building administrator or designee. In exchange, the certified employee will be given flexible schedule time, provided a log showing approved extra time worked is kept at the site. Flexible schedule time shall consist of one hour for each hour flexed and shall be mutually agreed to by the principal and the certified employee. **An overall** total of thirty-eight and seventy-five hundredths (38.75) hours of flexible schedule time may be ~~accrued~~ **earned** during any single school year. ~~Flex time and~~ may not be carried over to the next school year. A certified employee may opt to be paid at a licensed substitute certified employee rate in lieu of using the flexible schedule time. Any time not used by the end of the

school year will be paid at the licensed substitute certified employee rate. Flexible schedule time may not be used on:

- the day before or after Spring Break
- the day before or after Winter Break
- the day before or after Thanksgiving Break or
- during student contact time in the last week of each semester.

Signed:

  
\_\_\_\_\_  
Brian Easton, LAFSE Lead Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane Delgado, LAPS Lead Negotiator

  
\_\_\_\_\_  
Date

## Tentative Agreement, May 23, 2016

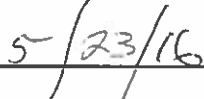
LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article VIII- Absences Section D: Sick Leave Bank**

1. A ~~s~~Sick ~~l~~Leave ~~b~~Bank (SLB) is available to certified employees who have signed a second contract, are employed as a certified employee, have exhausted all accrued paid leave and are experiencing a personal catastrophic illness or injury
2. No changes.
3. No changes.
4. The SLB shall be administered by the Sick Leave Bank Committee (SLBC) consisting of five members. Two members shall be appointed by the Superintendent to serve at his/her discretion, two members shall be designated by the Federation, and a fifth member will be mutually agreed upon. The SLBC shall determine the eligibility for the use of the Bank and the amount of leave granted. Decisions by the SLBC shall be final and not subject to appeal or grievance. The following criteria shall be used by the SLBC in administering the SLB in its determination of eligibility and amount of leave:
  - a. A request of SLB benefits shall be submitted in writing to the Director of Human Resources. The request shall include a statement from a physician licensed to treat in the area described on the application. The statement shall include the employee's treatment plan and the employee's anticipated date of return to work.
  - b. The SLB Committee reserves the right to require a second opinion from a Physician of their choice.
  - c. Personal catastrophic illness or injury is defined as an illness or injury that meets all of the following conditions:
    - i. The condition is sudden, unexpected and of such severity, as certified by the employee's physician, and unable to perform essential job functions.
    - ii. Treatment for a catastrophic condition cannot be postponed without substantial risk of harm to the employee. Treatment that does not require immediate attention and can be treated during the employee's normal non-working period shall not be eligible for SLB benefits. Treatment for a condition that does not require immediate attention, but is scheduled for the employee's convenience, shall not be eligible for SLB benefits.
5. No changes.
6. No changes.
7. No changes.
8. No changes.

Signed:

  
 Brian Easton, LAFSE Lead Negotiator

  
 Date

  
 Diane Delgado, LAPS Lead Negotiator

  
 Date

## Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article X- Reassignments**

## A. Voluntary Reassignments.

1. When a vacancy **that the district decides to fill** is created at a site, the site staff will have the first opportunity to be considered for that opening. Once changes occur within the site from staff, the site administrator will contact Human Resources of the official opening.
2. All District-wide vacancies will be posted ~~on~~ **by Wednesday at** ~~by~~ 4:00 pm. This frees staff from having to continually check for updates.
3. ~~You~~**Applicants** must be Highly Qualified as per P.E.D. requirements and possess the correct endorsement in order to be considered.
4. Staff are required to submit a Voluntary Reassignment (transfer) Application Form for each position that is posted. If there is more than one opening at the site, ~~you can~~ **the employee may list them the positions** on the same form. Forms are available at each site. Staff will have 5 (five) working days from the posting date to submit the request to Human Resources in order to be scheduled to interview for that position. Once the vacancy has been posted for 6 (six) or more work days staff can still apply but are not guaranteed an interview.
5. It is the responsibility of each staff member to check the District web page for current postings during the summer. Open positions after July 1 will only be filled by outside applicants because the school's staff integrity is already set.
6. Any employee can apply for any position that is posted at any time. If the requirements are not met as stated above there are no guarantees of consideration.
7. Modifications to this procedure may be made with the agreement of Administration and the Union.
8. The Superintendent maintains the right to administratively reassign an employee at any time.

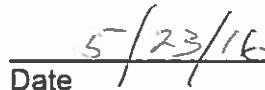
## B. Administrative Reassignment

1. The Superintendent may reassign certified employees to maintain efficient and well-balanced faculties (relative to training, experience, and background) to meet the needs of the District. Notice of any administrative reassignment shall be given as soon as possible.
2. Prior to the selection of an administrative reassignment, certified employees will be encouraged to volunteer for transfer. In the absence of volunteers with the necessary qualifications for the positions available, seniority in the District among qualified employees, as defined in Article X-B-1, will control, with the least senior person being selected for transfer.
3. The Superintendent may reassign a certified employee if his/her performance impedes the instructional program. In which case, the criteria in Article X-B-1 and 2 do not apply.

Signed:



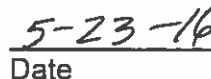
Brian Easton, LAFSE Lead Negotiator



Date



Diane Delgado, LAPS Lead Negotiator



Date

Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article V Section C.**

C. Professional Standards

1. No changes.
2. No changes.
3. No changes.
4. Certified employees retain all political rights, including the right to express their personal opinions objectively on issues of public concern, to wear political symbols such as campaign buttons, and to affix stickers to their personal property. **No District paid time, facility, material, supplies, or equipment shall be used for partisan political purposes. Certified employees assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities (NMAC 6.60.9.8 B(5) CODE OF ETHICS).**

Signed:

  
 \_\_\_\_\_  
 Brian Easton, LAFSE Lead Negotiator

5/23/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Diane Delgado, LAPS Lead Negotiator

5-23-16  
 \_\_\_\_\_  
 Date

Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

**Certified: Article VI – Working Conditions**

A. No change

B. Work Space, Facilities

- 1. Each certified employee shall be provided with a desk, file cabinet, and lockable space for personal belongings. Telephones with reasonable access and sufficient privacy for professional calls will be available to certified employees.
- 2. Certified employees will be provided with reasonable supplies and equipment to fulfill their assigned responsibilities.

C. Staff Development

- 1. Certified employees will participate in staff development within the workday and constraints delineated in Article V-B.
- 2. ~~Incentive credit for staff development outside the workday shall be compensated with a sum of \$100 for 15 hours of approved staff development time per contract year. A maximum of 14 hours of staff development hours earned may carry over into future contract years.~~

D. Student Discipline

- 1. In order to provide schools that are safe, orderly, and drug free, all school sites will have collaboratively developed, clear discipline codes with fair and consistently enforced consequences for misbehavior.
- 2. The expectation that discipline codes and consequences apply to all students will be communicated annually to all parents through annual distributions of disciplinary policies and regulations. This language shall be interpreted in a manner consistent with all regulations concerning students with disabilities.
- 3. ~~Board policies concerning disciplinary actions, including suspensions and expulsions, will be periodically reviewed. District policies will be enforced at all sites.~~

E. No Changes

F. No Changes

Signed:



Brian Easton, LAFSE Lead Negotiator

5/23/16

Date



Diane Delgado, LAPS Lead Negotiator

5-23-16

Date

## Tentative Agreement, May 23, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

### Certified: Article IX- Evaluations

#### A. Goals

1. No changes.
2. No changes.

#### B. Evaluation Cycles

1. All certified employees will be evaluated yearly **in accordance with NM Public Education Department requirements and state law** and are required to have at least one formal observation each year. A formal observation is one that is scheduled jointly by the teacher and the supervisor and for which there is a pre-observation conference and a post-observation conference that will be held as soon as reasonably possible. There may be as many informal observations as the supervisor deems necessary in order to fairly and completely evaluate a certified employee. An informal evaluation does not have to be scheduled but will be documented and that documentation will be given to the employee as soon as reasonably possible after the observation.
2. No changes.
3. No changes.
4. No changes.
5. No changes.
6. No changes.

#### C. No changes

#### D. No changes

#### E. Contents of Evaluation

1. The content of any evaluation is not grievable. Only procedural errors and **substantiated** inaccurate statements are subject to the grievance procedure. In every evaluation a rating of "1" will be given when the certified employee is not demonstrating minimum professional competencies after the District has complied fully with all provisions of Article IX.

#### F. Personnel Employee File Procedures

1. The District shall maintain personnel information in accordance with the Records Retention Act. The following types of information will be collected and maintained by the District:
  - application and resume
  - education and training
  - experience and verification of employment
  - payroll
  - insurance
  - performance
  - medical
  - safety and Workers Compensation
  - attendance
  - grievances
  - background and fingerprint checks.

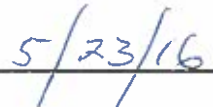
The employee personnel file kept in the Office of Human Resources will be the location in which information regarding evaluations, hiring recommendations, professional development plans, reprimands, or documentation of adverse job actions will be maintained.

2. A certified employee shall be permitted to examine and/or to obtain copies of materials in his/her personnel file. The certified employee may be accompanied by a representative if desired. Upon written authorization, said rights shall be granted to a certified employee's representative. An appointment must be made in advance with the Director of Human Resources prior to a certified employee examining his/her personnel file. Such an appointment will be scheduled within 10 working days of the request at a mutually agreed upon time. Pre-employment references and references related to internal transfers will not be subject to inspection by the certified employee.

3. Documents other than those listed above will not be placed in a certified employee's personnel file unless a copy of the document has been given to the certified employee. The certified employee has the right to have a response in writing attached to anything placed in his/her file. No anonymous or unsigned information may be placed in any certified employee's file.
4. Site administrators retain the right to keep personal notes for the purpose of evaluation and an annual evaluation file. **maintain working files.**

Signed:

  
\_\_\_\_\_  
Brian Easton, LAFSE Lead Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane Delgado, LAPS Lead Negotiator

  
\_\_\_\_\_  
Date



Tentative Agreement, May 23, 2016


LAFSE and LAPS Negotiation teams tentatively agree to the following language for the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes"

Certified:

**For the School Year 2016-2017, the certified bargaining unit employees will be given credit for years of service on the salary schedule, but will continue the current daily rate/ salary. Employees may qualify for movement horizontally on the salary schedule if their credit hours, degree status, or Level movement changes as required.**

Signed:

  
\_\_\_\_\_  
Brian Easton, LAFSE Lead Negotiator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane Delgado, LAPS Lead Negotiator

  
\_\_\_\_\_  
Date