

AGREEMENT
between the
Franklin-McKinley School District
and
California School Employees Association
Chapter #502



July 1, 2024 – June 30, 2027

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ARTICLE —AGREEMENT

1.1. Term

- 1.1.1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the governing Board of the Franklin-McKinley School District (“District”) and the California School Employees’ Association and its Franklin-McKinley Chapter 502 (“Association”). This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 1.1.2. Any agreement reached between the parties shall be reduced to writing.
- 1.1.3. This Agreement shall become effective as of July 1, 2024 and shall continue in full force and effect until 12:00 Midnight on June 30, 2027.
- 1.1.4. For the second and third year (2025/2026 and 2026/2027) of this Agreement, the parties agree to reopen on Salary and Health and Welfare Benefits, plus one (1) non-economic Articles by either party.

1.2. Recognition

- 1.2.1. The District hereby recognizes the Association as exclusive representative for the unit of employees /classifications listed in Appendix A.
- 1.2.2. Specifically excluded from recognition are those employees who are management, supervisor, or confidential employees, including but not limited to employees in the following classifications:

Substitutes
Short-Term Workers

ARTICLE II—MEMBERSHIP AND DUES DEDUCTION

2.1. Processing Membership and Dues Deductions

- 2.1.1. The District shall deduct, in accordance with the CSEA dues schedule, dues, from the wages of all bargaining unit employees who are members of CSEA.
- 2.1.2. The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.
- 2.1.3. The employer shall annually, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, annual salary and any other information required by law. The District shall provide personal information to CSEA as required by law unless an employee prohibits the District from releasing personal information to anyone
- 2.1.4. Any member of the bargaining unit who attempts to revoke membership or dues, deduction shall be directed to the CSEA Labor Relations Representative. The District shall not put into effect any new or changed deduction until directed by CSEA, unless otherwise required by law.
- 2.1.5. The District shall distribute CSEA supplied membership applications to new hires (but shall not make any statement suggesting that employees should join). The District shall refer all employee questions about CSEA or dues to the local CSEA chapter or the CSEA Labor Representative.

2.2. Hold Harmless Provision

- 2.2.1. CSEA agrees to reimburse the employer, its officers, and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the dues deduction provisions of this Agreement or the implementation thereof.
- 2.2.2. CSEA agrees to reimburse the employer, its officers, and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the dues deduction provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has notified CSEA of its awareness of such an action.
- 2.2.3. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE III—DEFINITIONS

- 3.1. “Days” means days during which the District Service Center is open.
- 3.2. “Pronoun inclusion” means that use of he/she refers to all genders without discrimination.
- 3.3. Within the purview of this Agreement, the terms “employee” and “unit member” mean the same thing.
- 3.4. “Employee/ Unit Member” is anyone holding a position listed for the CSEA Bargaining Unit in the Agreement between CSEA and the District. Employee/Bargaining Unit Members are employees of the Franklin-McKinley School District and are not considered employees of individual work sites or departments within the District.
- 3.5. “Work day” means any day the District requires unit members to be present and perform their duties.
- 3.6. “Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District except as provided in Article IV of this Agreement.
- 3.7. “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 3.8. “Substitute employee” is a person employed to perform the duties of a position in the temporary absence of a regular employee.
- 3.9. “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that has the same job title, minimum qualifications, and salary range, which is appropriate for all positions in a class.
- 3.10. “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the bargaining unit shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position and the regular hourly and monthly salary range for each such position.
- 3.11. “Hire date seniority” is determined by the date on which a bargaining unit member begins his or her first day of employment in regular paid status with the District. Service with the District prior to entering into probationary or permanent status in the classified service of the District shall not be included in determining hire date seniority.
- 3.12. Classification Start Date is determined by the date on which a bargaining unit member begins his or her first day of employment within a specific classification.
- 3.13. “Short-term employee” means any person who is employed to perform a service for the District, upon completion of which, the service required or similar services will not be

extended or needed on a continuing basis.

- 3.14. "Promotion" is the upward movement of unit member from a position in one classification to a position in another classification on a continuing basis.
- 3.15. "Transfer" is defined as the lateral movement of an employee from one work location within the same classification.

ARTICLE IV—EVALUATIONS

4.1. Probationary Employees

- 4.1.1. Probationary employees are evaluated by the third (3rd) and fifth (5th) month of their six (6) month probationary period. Non-working periods of four (4) consecutive days or more shall extend the probationary period by an equal number of days.
- 4.1.2. A probationary employee who receives an unsatisfactory summary rating may be separated at any time by the Board of Education upon recommendation of the Supervisor and the Director of Human Resources.

4.2. Permanent Employees

- 4.2.1. A permanent employee performing at the effective level will be evaluated every other year.

If an employee's job performance falls below the effective level, a two member assistance team consisting of District appointed and Association appointed members, shall be formed to assist the employee for a 90-day period. During the 90-day period the supervisor will hold a minimum of two meetings to discuss the employee's progress towards effective job performance. If the employee's performance continues to be below effective after the 90 day period, the employee will be reevaluated at that time. This procedure is not required if conditions of Section 4.5.3 are present.

- 4.2.2. In the case of a marginal or unsatisfactory summary rating, the employee, his/her supervisor and the Director of Human Resources will attend a joint conference. The employee will have the right to have an Association representative at this conference. At this time the employee will be advised that he/she will receive a follow-up evaluation no later than ninety (90) days. During the ninety (90) day period the supervisor will hold a minimum of two meetings to discuss the employee's progress towards effective job performance. If an employee receives a marginal or unsatisfactory evaluation, the supervisor shall make recommendations for methods of improvement. An unsatisfactory summary rating at the ensuing conference may result in a recommendation for termination or other action deemed appropriate by the Board of Education.

An employee receiving an unsatisfactory evaluation report is given the opportunity to submit a statement of explanation or rebuttal to his/her report within ten (10) working days. All evaluations completed by the supervisor or manager are then forwarded to the Assistant Superintendent of Human Resources for his/her review and placement in the employee's file.

- 4.2.3. An evaluation shall be based upon either the direct observation of the evaluator or input from staff or community members which is verified by the evaluator.

4.3. Evaluation Conference

A conference with the evaluating supervisor shall be held when a written evaluation is issued to the employee. Each evaluation shall include a completed evaluation form signed by the evaluating supervisor and employee, specific written directions from the supervisor for improvement/s in areas of marginal or unsatisfactory job performance and written comments for commendations. All evaluations completed by the supervisor or manager are then forwarded to the Assistant Superintendent of Human Resources for his/her review and placement in the employee's file.

- 4.4. Supervisory and management personnel are required to complete regular evaluations of all employees assigned to them.

4.5. General Provisions

- 4.5.1. Information of a derogatory nature shall not be placed in a unit member's personnel file unless, and until, the unit member is given notice and an opportunity to review and comment thereon. Employee has ten (10) working days to respond.
- 4.5.2. Except under extenuating circumstances, failure on the part of the District to evaluate a unit member according to the prescribed dates of this article will indicate satisfactory performance by the unit member.
- 4.5.3. In cases where the welfare and/or safety of other persons or District property may be threatened by the continued presence of a permanent employee, as determined by the District, or when the employee has abandoned his/her job responsibilities, the requirement for a follow-up evaluation under Section 4.2.2 will be waived.

ARTICLE V – DISCIPLINARY ACTION

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at their discretion, dismiss a probationary classified unit member from district employment without cause or without a hearing.

Discipline of Permanent Classified Bargaining Unit Members

Permanent classified unit members shall be subject to disciplinary action only for cause. Disciplinary action includes, but is not limited to, suspension without pay, demotion, and dismissal. Disciplinary action does not include layoffs or reductions in hours. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

5.1. Compulsory Dismissal

The district shall not employ or retain in employment any person it is mandated to terminate by law, including persons who have been convicted of any sex or controlled substance offense as defined in Education Code 44010, or who have committed serious or violent crimes prohibited by Education Code 44011, or is found to be a sexual psychopath.

5.2. Causes

Each of the following constitutes cause for personnel action against a permanent classified unit member, up to and including dismissal:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records, including claiming incapacity to perform assigned duties due to mental or physical disability without medical verification signed by a licensed physician.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination; insolence or disrespect toward supervisory authority.
- f. Dishonesty.
- g. Possessing alcohol at work; furnishing alcohol to a minor at or away from the workplace; and/or drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon unit members, students and/or members of the public with whom the unit member interacts while at work.

- h. Possessing controlled substance at work, furnishing controlled substance to a minor at or away from the workplace; and/or being under the influence of a controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon unit members, students and/or members of the public with whom the unit member interacts while at work.
- i. Conviction of a felony, conviction of any sex offense or controlled substance offense as defined by law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave, excessive absenteeism and/or repeated tardiness.
- k. Disorderly or immoral conduct.
- l. Discourteous treatment of the public, students, or other unit members.
- m. Unauthorized release of confidential information from District's records.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of or refusal to obey lawful district, Board or departmental rules, policies, or procedures.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of the position.
- r. A physical or mental disability which precludes the unit member from the performance of their duties and responsibilities.
- s. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, or age (over 40) against the public or other unit member while acting in the capacity of a district unit member.
- t. Unlawful retaliation against any other district officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- u. Any other conduct either during or outside of duty hours which is of such nature that it negatively affects their ability to perform his or her duties.

Except as permitted by law, no personnel action shall be taken for any cause which arose before the unit member became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member would have disclosed the facts to the district.

5.3. Progressive Discipline

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that whenever possible, progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate as determined by the District. Progressive steps may be as follows:

5.3.1 Verbal Warnings: Except in those situations where an immediate suspension or more serious discipline is warranted, a unit member shall be first verbally warned by the supervisor. This warning will be documented in writing and a copy will be sent to the unit member. This warning shall not initially be placed in the unit member's official personnel file unless it becomes attached to more serious discipline later.

5.3.2 Written Warnings: Except in those situations where immediate suspension or more serious discipline is warranted, a unit member shall be warned in writing by the supervisor. This warning will be documented in writing and a copy will be sent to the unit member. This warning shall not initially be placed in the unit member's official personnel file unless it becomes attached to more serious discipline later.

5.3.3 Written Reprimand: Written reprimands will be documented in writing and a copy will be sent to the unit member. Written reprimands will be placed in the unit member's official personnel file. A unit member has ten (10) days to submit a written response to the Written Reprimand which will be included with the Written Reprimand in the unit member's official personnel file.

5.3.4 Suspension or Involuntary Demotion

5.3.5 Dismissal

5.4. Initiation and Notification of Charges

The Superintendent or designee may initiate disciplinary action, as defined herein, against any permanent unit member.

In all cases involving a disciplinary action, the person initiating the action shall file a written recommendation of disciplinary action with the Board. A copy of the

recommendation shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, at the unit member's last known address. The recommendation shall include:

- a. A written statement of the nature of the disciplinary action (e.g., suspension without pay, demotion, reduction of pay step in class, dismissal);
- b. A statement of the cause or causes for the personnel action, as set forth above ;
- c. A written statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation;
- d. A statement of the unit member's right to appeal the recommendation and the manner and time within which the appeal must be filed; and
- e. A card or paper, the signing and filing of which shall constitute a demand for Skelly hearing and a denial of all charges.

5.5. Status Prior to the Imposition Suspension/Demotion/Dismissal

- a. Non-Emergency Procedures

Except as provided herein, any unit member against whom a recommendation of personnel action has been issued shall remain either on active duty status and responsible for fulfilling the duties of the position or on paid administrative leave pending the hearing or waiver thereof.

- b. Emergency Procedures

If the Superintendent or designee determines that a permanent classified unit member should be dismissed and that their continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.

- c. Informal Conference (Skelly Hearing)

Prior to any disciplinary action, that is suspension, demotion, termination, a "Skelly" hearing, may be requested by any bargaining unit member against whom discipline is proposed. If requested, the hearing shall be held at the earliest convenient date within fifteen (15) work days of receipt of the request for the hearing. The meeting shall be held before an impartial administrator (Superintendent or designee), which shall mean any administrator not directly or indirectly involved in proposing discipline.

If new evidence is provided within five (5) workdays of the hearing, the unit member and their representative shall have the right to request a new hearing date to review any evidence.

Changes which have not been made known to the bargaining unit member, at the time of this hearing, and to which the unit member has not been given the opportunity to respond, at the time of hearings, shall not be part of any written charges which may be subsequently withdrawn, modified or sustained.

The bargaining unit member may elect to be represented by private counsel and the District may also be represented by counsel. If the bargaining unit member is represented by private counsel, it shall be at their own expense.

d. Informal Decision (Skelly Decision)

The Superintendent or designee shall respond within ten (10) work days upon completion of the Skelly Hearing, and shall have the authority to prepare a proposed decision on the charges (withdraw, modify, or sustain them).

If the administrative decision is to implement or modify the recommended proposed penalty, the bargaining unit member shall receive written notice of the decision. The written notice shall include:

- 1) A statement in ordinary and concise language of the specific acts or omissions upon which the disciplinary action is based including times, dates and locations.
- 2) A statement of the cause for the action taken.
- 3) The materials upon which the changes are based.
- 4) The right to appeal.
- 5) A card or paper, the signing of which by the bargaining unit member shall constitute a demand for a formal appeal hearing with a hearing office.

5.6 Right to Formal Hearing

Within ten (10) work days after the recommendation of personnel action following the Skelly outcome described above is served either personally or by certified and regular mail, the unit member may request a hearing by signing and filing the form included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of appeal. A notice of hearing is filed only by delivering the notice of hearing to the office of the Superintendent or designee during normal work hours of that office. A request for hearing may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any notice of hearing on the recommendation of dismissal shall also constitute a request for hearing on the suspension, and shall be an issue in the hearing.

If the unit member fails to file a notice of hearing within the time specified in these rules, they shall be deemed to have waived their right to a hearing, and the Board may order the recommended personnel action into effect immediately.

5.7 Amended/Supplemental Charges

At any time before the charges are submitted to the Board or to a hearing officer for decision, the Superintendent or their designee may serve on the unit member and file with the Board an amended or supplemental recommendation of disciplinary action.

If the amended or supplemental recommendation presents new causes or allegations, they shall be described with the specificity required in paragraph 4(a)-(c), above and the unit member shall be afforded up to 30 calendar days to prepare their defense as to the new causes or allegations.

5.8 Hearing Procedures

a. All hearings shall be heard by the Board, unless the Board refers the matter to a hearing officer (who shall be an attorney licensed in the State of California), either employed by the State Office of Administrative Hearings or jointly selected by the parties. If the hearing is conducted by a hearing officer, the parties shall split the cost of using such individual.

b. General Procedures:

The hearing shall be held at the earliest mutually convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing and the unit member shall be entitled to appear personally, produce evidence, and have counsel. The procedure entitled “Administrative Adjudication” commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the unit member in which a personnel action was ultimately sustained and any records that were contained in the unit member’s personnel files and introduced into evidence at the hearing.

c. Additional Procedures where Charges Heard by Board

In any case in which the Board hears the charges, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

If the disciplinary action is based on specific charges or complaints brought by an individual person or unit member, other than his or her supervisor, the disciplined unit member is entitled to, and shall receive, twenty-four (24) hours' written notice of his or her right to a public hearing. Disciplinary action based on unit member evaluations does not constitute action based on charges or complaints and the unit member is not entitled to a public hearing in this situation.

d. Additional Procedures if Charges Heard by Hearing Officer.

If the charges are heard by a hearing officer, they shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 14 working days after the proposed decision is filed by the Board. The Board's review of the proposed decision is not an evidentiary hearing and the unit member has no right to demand that these deliberations be held in a public session. Upon reviewing the proposed decision, the Board may:

- (1) Adopt the proposed decision in its entirety;
- (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision;
- (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision
- (4) Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, they shall prepare a proposed decision, as provided in paragraph 8(d) above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 working days after the proposed decision is filed by the Board.

di. The unit member may obtain a copy of the transcript of the hearing upon written request and agreement to pay transcription costs.

5.9. Final Board Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be forwarded to the Superintendent or designee who recommended the personnel action, and they shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or their designated representative

personally or by registered or certified mail. The decision of the Board shall be final.

5.10. Extension of Compulsory Leave

The Board may extend a unit member's compulsory leave of absence by giving them notice, within 10 working days after the entry of judgment in the proceedings, that they will be dismissed in 30 days unless he/she demands a hearing. Unit member compensation during the period of compulsory leave shall be made in accordance with law, and only upon the unit member's posting of the required bond.

ARTICLE VI — ASSOCIATION RIGHTS

6.1. Right to Represent

The exclusive representative shall have the right to represent the unit member in employment relations with the District.

6.2. Right to Associate

The District and Association recognize the right of employees to form, join, and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

6.3. Legal Rights

The District agrees not to impose or threaten to impose reprisals on employees of the Association, discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.

6.4. Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication, subject to reasonable regulations, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed in the act.

6.4.1. Access—Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall be scheduled so as not to cause interruption to the school program or unit member's responsibilities.

6.4.2. Communication—The Association shall be entitled to post notices of Association concern on a staff bulletin board in each District complex. The Association shall be entitled to the use of regular inter-school delivery services and mail boxes for communication to employees regarding matters which involve the Association and they shall be dated and identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications and no cost shall be imposed on the District for such communication.

6.4.3. The Association may use school facilities for meetings either before or following unit members' work day, subject to prior approval by the site administrator. Approval shall be granted when such use meets the following criteria:

- a. Use of such facilities does not conflict with previously scheduled use of such facilities or when the buildings are unavailable for use;
- b. The use does not require additional expense for custodial and/or other services;

- c. A unit member has been identified as the responsible party;
- d. One day's prior notice has been given.

6.4.4. Meetings which are scheduled to go beyond the time when school is open must comply with requirements applicable to all recognized organizations.

Should special custodial services be required or should there be any damage in excess of normal wear, the District shall make a reasonable charge for such service or damage. The Association will indicate names of unit members authorized to accept Association for such use of facilities.

6.4.5. Both parties shall furnish each other, upon reasonable request, a copy of all documents pertinent to the issues under negotiations, not otherwise privileged by law.

6.5. Elected officials or designated representatives of CSEA shall be entitled to a collective total of fifteen (15) days per year of release time for professional business; the cost to be shared between CSEA and the District.

6.6. Board Agendas

The District shall provide to the Association two (2) copies of the Board agenda and unapproved minutes of prior Board meetings at the time of distribution to Board members.

ARTICLE VII—MANAGEMENT RIGHTS

- 7.1. 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.
 - 7.1.1. 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 time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them establish its educational policies, goals and objectives; determines staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; 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 Board retains the right to hire, classify, assign, evaluate, transfer, promote, terminate and discipline employees.
 - 7.1.2. 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 the law.
 - 7.1.3. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency and then only for the duration of the emergency.
 - 7.1.4. “Emergency” as used in this section refers to conflagrations; earthquake; flood; pestilence; plague; war, famine; civil unrest; or other occurrences which interrupt normal operation of the schools and over which the governing board has no control.

ARTICLE VIII – HOURS OF EMPLOYMENT

8.1. The length of the unit member's work day shall be established by the District relative to the needs of the District. A standard full-time work day shall consist of eight (8) hours of work during the period Monday through Friday; however, persons employed after October 1, 1985 in the following positions may be assigned to work during the period Tuesday through Saturday:

- Grounds
- Deep Clean
- All Custodians
- Skilled Craft Personnel
- Technology Personnel

8.2. The major portion of the work day for the following positions will fall between 6 a.m. and 5 p.m.

- District Service Center Personnel
- Day Custodian,
- Food Service Personnel
- Grounds Personnel
- Maintenance Personnel
- Reprographics Personnel
- School Clerical Personnel
- Transportation Personnel
- Warehouse Personnel

8.3. Night custodial personnel shall be scheduled to work as required by the needs of the District as determined by the District.

8.4. Unit member lunch periods shall be duty free and no shorter than thirty (30) minutes, nor longer than sixty (60) minutes. Unit members are not required to work more than five (5) hours without a lunch break.

8.5. All unit members will be granted rest periods of fifteen (15) minutes per four (4) hours worked. Scheduling of rest periods shall be at the discretion of the supervisor.

8.6. Overtime

8.6.1. Unit members required to work overtime by the District shall be compensated at the appropriate rate of pay. Overtime is defined as (A) employment in excess of five (5) days in a work week, or (B) employment in excess of forty (40) hours in any work week or eight (8) in any work day as defined under Sections 8.6.4. or 8.6.5.

8.6.2. Unit members who are assigned overtime shall be paid at the rate of time and one-half of their regular rate. Assigned work performed on a legal holiday which falls on a work day shall be compensated at the rate of time and one-half in addition to the regular rate of pay.

- 8.6.2.1 Overtime assignments shall be offered to bargaining unit members who possess the skill(s), knowledge, and/or experience to complete the assignment. Overtime assignments shall be offered on a rotating basis, from the volunteer list. Exceptions to the rotation shall include:
- A. The assignment requires special skills, knowledge, or experience. In that case, the next person on the list with the special skills, knowledge, or experience will be offered the assignment.
 - B. Overtime assignments at school sites for community events (e.g. back to school night) shall first be offered to staff members from their current school site or within the department who are on the volunteer list and possess the necessary skills, knowledge, or experience required for the assignment.
- 8.6.3 Compensation for assigned overtime shall be at the option of the unit members. The unit members may select either compensatory time or cash compensation for overtime worked at the appropriate overtime rate. No employee may accrue more than one- hundred-sixty (160) hours of compensatory time off. Unit members who are above 160 hours at the time of ratification and approval of the successor contract will be grandfathered. Grandfathered employees will not be permitted to accrue additional compensatory time until they are under the 160 hour cap.
- 8.6.3.1 Request for use of compensatory time must be submitted in the current designated electronic system and pre-approved by the immediate supervisor.
- 8.6.3.2. Compensatory time must be submitted on an overtime P-30 to the payroll department as it is accrued. Payroll will notify employees on an annual basis of their compensatory balance each fiscal year. Notification for the previous fiscal year will be provided in the August paycheck envelope.
- 8.6.4 The work week shall consist of not more than five (5) consecutive work days for any employee having an average work day of four (4) hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to do the work.
- 8.6.5 An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following commencement of his/her work week, be compensated at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to do the work.

- 8.6.6 Technology unit members, may be expected to work overtime outside of regular business hours to support District events, including but not limited to meetings of the Board of Education, back to school nights, open houses, graduations, necessary maintenance or upgrades, or other special projects. Overtime will be offered first on a voluntary basis. If no Technology unit member volunteers for such assignment, the duty will be assigned on a rotating basis. Any Technology unit member assigned to work overtime will be provided at least two weeks advance notice. The unit member and supervisor may arrange for a flexible work schedule for that day if the unit member requests it and the supervisor approves such request. If the unit member is unable to work during such assigned time due to extenuating circumstances, the unit member shall notify their supervisor as soon as possible, so that an alternate Technology unit member can be scheduled. In the event of extenuating circumstances that prevent a Technology unit member from working during their assigned time, the District does not have to comply with the two-week notice requirement if there is not a sufficient period to meet such timeline.
- 8.7. Any unit member required by the Administration to return to work after the normal work day or regular work week will receive a minimum of two (2) hours of pay for such duty. Such hours will be computed at time and one half the employee's normal rate. This provision is intended to provide a minimum guarantee of pay for those employees who having departed their place of work, are required to return to work to deal with matters of an urgent, critical, or emergency nature. Employees shall be required only to perform in the function for which they were called back to work.
- 8.8. **Initial Bidding of Home-to-School Bus Routes**
- No later than **seven work days prior** to the first **transportation meeting of the school year**. **Home-to-School bus routes** for the **upcoming** school year shall be posted for bid in accordance with the following paragraphs below:
- 8.8.1. Drivers who are legally qualified by the State of California and who are approved by the Transportation Supervisor to operate a particular type of vehicle may bid on any **Home-to-School bus routes** for which they are qualified and approved.
- 8.8.2. Order of bidding shall be determined by date of hire as a Bus Driver. If two Bus Drivers have the same date of hire, the selection will be determined by lottery. The CSEA President or the Chapter President's designee shall be present for any lottery determination that occurs.
- 8.8.3. The bidding process shall be held at an open meeting **on the first workday of the school year**. All drivers will be notified in writing of the **location**, date and time of this meeting. All routes will be posted for all drivers to examine seven (7) **workdays** prior to the date of the **first transportation meeting of the school year**. **All routes will be posted on a bulletin board accessible to all drivers and emailed to drivers' district email. In the event that the driver will not have access to their district email, it is the responsibility of the driver to notify their supervisor and make alternative arrangements.**
- 8.8.3.1. Any drivers cleared to perform their duties by the date of the first

bid, that are unable to attend the bidding meeting shall submit their choices in writing to their supervisor. Drivers must list as many routes as they deem appropriate for their seniority level. **If a driver fails to bid on a Home-to-School bus route, the driver will be assigned at the discretion of the District.**

8.9. **Second Bidding of Home-to-School Bus Routes**

8.9.1. Where the District determines that a significant increase in the number of students requiring transportation after the start of the school year requires re-balancing of daily **Home-to-School bus routes**, the District **shall** hold a second bid process starting the third week of October.

8.9.2. **All routes will be posted for all drivers to examine seven (7) days prior to the rebidding meeting on a bulletin board accessible to all drivers. All changes to routes will be noted in the posted routes. Bus drivers unable to attend the bidding shall provide their choices in writing to your supervisor prior to the bidding meeting. If a driver fails to bid on a home-to-school bus route the driver will be assigned a route at the discretion of the District.**

8.9.3. Order of the bidding shall still be determined by date of hire as Bus Driver. If two Bus Drivers have the same date of hire, the selection will be determined by lottery. The CSEA President or the Chapter President's designee shall be present for any lottery determination that occurs.

8.10. All regular bus driver positions will be one hundred ninety-six (196) days.

8.11. Any route that is vacated during the year shall be posted and filled according to Article XIV.

8.12. **Field Trip/Event Route Bidding**

8.12.1. **Field trip/ event route bidding refers to routes outside of daily home-to-school bus routes. Field trip/event trips shall be bid based on seniority in the class on a rotational basis. Field trips shall be posted every Wednesday morning and shall be selected by the drivers no later than 8:45 am every Thursday for the following week. This does not include trips during a driver's normal on-duty time.**

8.12.2. **Field Trip/event routes that occur outside of a driver's regular on-duty hours shall be considered *extra work and/or overtime* and offered on an *overtime/extra-hours rotation list* based on seniority. Compensation shall be in accordance with Article 8.6.**

8.12.3. Probationary drivers shall bid on field trips and events trips, provided they possess the required skill(s), knowledge, and/or experience to safely and effectively complete the assignment as determined by the Transportation Supervisor.

8.12.4. **Split Trips** —In the event the trip is not selected during a Thursday bidding meeting, the Transportation Supervisor may split the trip and assign the routes to drivers during their regular working hours. Field trips/ event routes shall not be split to avoid

extra duty or overtime compensation.

- 8.12.5. Home-to-school routes take priority over return routes of field trips and event routes. If a floater driver is not available to complete an afternoon home-to-school route for a driver taking a field trip, the driver taking the field trip will be reassigned back to their regular afternoon home-to-school route. This arrangement shall not affect any other driver's overtime/extra-hours rotation list standing or compensation for extra time or overtime work.
- 8.12.6. **Early Release Schedule Adjustment** — Due to early release days at school sites, all drivers shall adjust their schedules accordingly. This adjustment applies even when a driver is assigned to a trip, event, or other duty; drivers are still required to modify their start and end times to align with the early release schedule. The usual end time on early release is 3:00 p.m., unless otherwise directed by the District to meet operational needs, in which case the District shall provide five work days' notice to the employee in writing. The adjustment shall not shorten a bus drivers' FTE.

8.13. Work Year

- 8.13.1. The work year for school site Secretary I's and II's shall be two hundred eighteen (218) days which will include a maximum of fifteen (15) days prior to the first day of instruction and a minimum of five (5) days after the last instructional day. The first day of work prior to the first day of instruction shall not be scheduled earlier than August 1st. The balance of the work year will be determined between the clerical staff member and his/her site administrator.
- 8.13.2. The work year for the classification of Library Media Assistant shall be one hundred and ninety eight days (198). Three of those days shall be worked before the first student day at the beginning of the year, the fourth day will be determined by the principal with input from the Library Media Assistant and shall be used either before school begins or after school ends.
- 8.13.3. The work year for the classifications of Food Service Assistant, Food Service Lead, and Bus Driver shall be one hundred ninety eight (198) days. The work year for the classification of Transportation Clerk shall be two hundred sixty one (261) days.
- 8.13.4. The work year for the classification of Library Media Assistant shall be one hundred and ninety eight days (198). Three of those days shall be worked before the first student day at the beginning of the year, the fourth day will be determined by the principal with input from the Library Media Assistant and shall be used either before school begins or after school ends.

8.14. Summer Work

- 8.14.1. If the District creates summer positions they will be part of the bargaining unit.
- 8.14.2. Bargaining unit employees who work in the same class during the regular year shall have right of first refusal in summer positions.

- 8.14.3. Should there be more positions than applicants who work in the same class during the regular year, summer positions shall be filled from among all other bargaining unit applicants, certified by the Human Resources Office as meeting the qualifications before hiring non-District applicants.
- 8.14.4. Persons serving in summer positions shall receive all benefits provided during regular year including seniority credit.
- 8.14.5. Rates of pay for summer positions shall be the rate established for the class under the terms of this contract.
- 8.14.6. The salary for positions which do not match classes already in existence will be negotiated between the District and CSEA prior to the filling of the position.
- 8.14.7. Persons employed into summer positions shall earn sick leave and vacation benefits on a prorated basis.
- 8.14.8. All provisions of this contract shall apply during all twelve calendar months.
- 8.14.9. Bargaining unit members, who meet the District's minimum qualifications of a classification, and who are not working during summer shall be given first consideration if coverage is provided for employees on vacation or other leaves.
- 8.14.10. Any extra work, including but not limited to, all summer school, cum preparation, additional office filing, will first be made available to the most qualified district employees before it is made available to outside candidates.
 - 8.14.10.1 A committee consisting of four (4) people with no less than two (2) CSEA members will review set work requests to determine what qualifications and positions may be needed based on a review of current descriptions.
- 8.14.11. Bargaining unit applicants for all extra or summer work assignments shall be selected on the basis of qualifications, including: qualifications for the position, attendance history and performance in his/her position held during the regular school year.

8.15. Increase/Additional Hours

- 8.15.1. All increases in the permanent assignment of less than eight hour employees in the bargaining unit of thirty (30) minutes or more require: 1) ALL proposed increases in hours must be processed through the Human Resources Department prior to any changes; 2) notification by the District to the Chapter President of all proposed increases; 3) increases in hours shall be filled based on the needs of the District, and (4) if all things are equal, seniority will be the deciding factor.
- 8.15.2. Any (part time) employee in the bargaining unit who works an average of thirty (30) or more minutes per day in excess of his/her regular assignment shall: 1) be required to report all such time on their regular time sheet and 2) if additional

time is worked for a period of twenty (20) consecutive days or more he/she shall have his/her assignment permanently adjusted upward to reflect the longer hours.

8.15.3. Extra duty assignments shall be offered to bargaining unit employees who possess the skill(s) knowledge and/or experience to complete the assignment.

8.15.3.1 Volunteer lists shall be established annually by District seniority within each department/or at each school site.

8.15.3.2 Extra duty assignments shall be offered on a rotating basis, from the volunteer list, unless the extra duty assignment requires special skills, knowledge or experience. In that case, the next person on the list with the special skills, knowledge or experience, will be offered the Assignment.

8.15.3.3 Bargaining unit employees working extra duty assignments shall earn sick leave, vacation, holiday pay, and any other paid leaves of absence.

ARTICLE IX - SALARY

The Salary Schedule shall be published once a year and each site will receive two copies.

9.1. The parties agree to use the formulas provided in 9.1.1 and 9.1.2 for the salary increases for the 2024-2025 fiscal year. For 2025-2026 and 2026-2027 fiscal years, the District and CSEA shall reopen this article. The District and CSEA will meet during the first week of October each year of this Agreement to determine the CSEA unit base salary percentage increase and/or any off-schedule one-time increase for that current fiscal year.

9.1.1. The District agrees to grant a base salary increase (COLA) to the CSEA bargaining unit members for the subject fiscal years based upon the following criteria.:

It will be equal to the average of the on-going base salary increases granted to classified members in bargaining units of the following ten districts for the previous fiscal year (For example the average of the 2014-2015 increases of these ten districts shall be used to determine the 2015-2016 increases for bargaining unit members):

Alum Rock, Berryessa, Cambrian, Campbell Elementary, Evergreen, Moreland, Mt. Pleasant, Oak Grove, Sunnyvale, and Union.

9.1.2 The District agrees to provide a one-time off-schedule payment equal to the average of any one-time off-schedule payment granted to all classified members in the bargaining units of the following ten districts for the previous fiscal year:

Alum Rock, Berryessa, Cambrian, Campbell Elementary, Evergreen, Moreland, Mt. Pleasant, Oak Grove, Sunnyvale, and Union.

9.1.3 In districts with more than one classified bargaining unit, the average of the classified bargaining units within that district shall be used for the salary determination specified above in Sections 9.1.1 and 9.1.2. Specifically, the average of the on-going base salary increase granted to all classified members in the classified bargaining units for that district shall be used as that district's increase for Section 9.1.1. The average of any one-time off-schedule payment granted to all classified members in the classified bargaining units for that district shall be used as that district's increase for Section 9.1.2.

9.1.4 Base salary increases (COLAs) will be retroactive to July 1st of the fiscal year in which they were granted. One time off schedule payments, if any, shall be paid no later than the second full pay period following ratification and approval of the Agreement.

9.2. The regular rate or pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as part of this Agreement.

- 9.3. The date of initial employment in the District is known as the anniversary date. For persons hired between the first and the fifteenth of the month, the anniversary date shall be the first of that month. For persons hired between the sixteenth and the last day of the month, the anniversary date shall be the first day of the following month. For unit members hired before October 31 of the previous year, the salary is adjusted to the next higher step in the salary schedule range on July 1. Thereafter, the salary will be adjusted to the next step in the salary schedule range each July 1.
- 9.4. If, due to the elimination of a position, an employee accepts a voluntary demotion in lieu of layoff, the employee's salary will be adjusted immediately to the range appropriate for the new position.
- 9.5. Any employee required to work out of classification for five (5) or more days in a fifteen (15) calendar day period shall have his/her salary 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.
- 9.6. Longevity – Effective July 2014, Longevity increases will be adjusted as follows:
- At the 10th year \$150.00
 - At the 15th year \$200.00
 - At the 20th year \$250.00
 - At the 25th year \$300.00
 - At the 30th year \$350.00
 - At the 35th year \$400.00

EMPLOYEES WHO WORK LESS THAN 5 HOURS WILL REMAIN PRORATED.

9.7. Shift Differential

Night Custodians for whom the major portion of the work day falls between 5:00 p.m. and 11:00 p.m. will be paid an additional stipend of \$750 a year.

9.8. Toileting and Diapering

A flat-rate monthly stipend of two hundred twenty-five dollars (\$225) shall be provided to Unit Members who regularly assist students with toileting and diapering needs. To be eligible for the stipend, Unit Members must volunteer and be approved by the school site administrator for each school year. Unit members who accept the toileting and diapering stipend shall assist with such needs as assigned by the school site administrator.

ARTICLE X – HEALTH AND WELFARE BENEFITS

10.1. Health Benefits and Welfare Benefits

The district agrees to contribute toward the cost of insurance premiums for each eligible subscriber and his/her dependents in the following plans and in the monthly amounts shown, provided, however, that retroactive payment hereunder shall apply only to those classified employees who are on the District payroll upon execution of this Agreement by the Board of Education and the Association.

Unit members may access behavioral health care under the employee Assistance Program through Pacific Care.

*Administrative fee; cost of all approved claims fully paid by District.

All dollar amounts indicated refer to regular, full time (8 hour) classified employees; for less than full time employees, appropriate proration's based upon hours regularly assigned shall be made. This provision applies only to those regular classified employees who work four (4) or more hours.

10.2 The total amounts available for the 2025-26 fiscal year will be calculated as follows:

$$\begin{aligned} \text{TOTAL AVAILABLE FOR FRINGE PREMIUMS} &= \text{PREVIOUS YEAR'S DISTRICT PREMIUM CONTRIBUTION} \\ &+ (\text{PREVIOUS YEAR'S BARGAINING UNIT'S BASE SALARIES}) \times 1.5\% \end{aligned}$$

The above amount will be appropriately prorated to correct for year-to-year differences in the numbers of classified employees.

For fiscal years 2025-26 and 2026-27, the District and CSEA will reopen this Article.

10.3 The District agrees that State Disability Insurance (SDI) coverage shall be provided through employees' pay warrant deduction.

10.4 Health and Welfare Benefits, Part-Time Employees

10.4.1 The District contribution toward current health and welfare benefits for part-time employees shall be adjusted at the end of the school year to reflect actual average daily hours worked within his/her regular assignment to the nearest half-hour.

10.4.2 If the average daily hours for an employee scheduled to work less than 4 hours per day exceeds four hours, the employee shall be entitled to participate in the health and welfare benefits programs during the next fiscal year at the level established by the current year's average hours' adjustment.

10.4.2.1. Time worked during intersession or summer break periods is not included in this calculation unless such time is included in the employee's regularly assigned work year.

10.4.3. Breakfast and Noon Duty Supervision (formally 8.12).

Any unit member who performs Breakfast Duty or Noon Duty Supervision shall have such hours counted as regular service for all purposes including accumulation of seniority, sick leave, health and welfare benefits, and vacation credit. Non-unit members who perform Breakfast Duty or Noon Duty Supervision are not included in the classified service.

10.5 Retiree Benefits

The parties agree to add "Subject to continued available coverage by the carrier, and so long as such coverage can be provided at no cost to the District, retired CSEA unit members shall be allowed to continue health benefit coverage by reimbursing the District for the premiums in accordance with District procedures".

ARTICLE XI - LEAVES

11.1 Sick Leave

11.1.1. Entitlement

Permanent, full time employees who work eight hours per day shall be entitled to sick leave without loss of salary at the rate of twelve days per year. Sick leave shall accumulate as follows:

For new employees, one day of sick leave is earned each month of employment during the first six months; however, six days are credited in advance. Beginning the seventh month of service, one additional day is added per month for the remainder of the employees' first year of service.

Other regular, full-time (twelve months) employees who work eight hours per day are awarded twelve days of sick leave at the beginning of each year.

Part-time and ten/eleven month employees are also entitled to a prorated sick leave based on the ratio of time worked to the comparable sick leave of a full-time employee. (see attached schedules, Appendix C).

11.1.2 Verification

- 11.1.2.1. If any employee becomes ill during vacation and wished to have part of the vacation period charged to sick leave, s/he must submit verification of illness from a doctor to the personnel administrator with a written request for the change.
- 11.1.2.2 The administration may require physician's certification or other proof of absence due to illness, accident or quarantine to any employee in the classified service after three (3) consecutive days or earlier if there is reason to suspect abuse.
- 11.1.2.3 The administration also retains the right to require periodic medical examination or reports of its employees. District officials may withhold pay for the period covering the alleged illness until such time District officials receive a Doctor's statement obtained by the employee verifying his/her illness during the period in question. Unlimited accrual of sick leave days from year to year shall be allowed. However, if an employee is discharged or resigns, he will not be paid for any accumulated, unused sick leave.
- 11.1.2.4 Sick leave is available when the employee is ill or using personal necessity leave (see 11.6).
- 11.1.2.5 Up to one half of an employee's annual entitlement to accrued sick time (e.g., 6 days for 12-month employees, 5 days for 10-month employees,

and ½ the pro-rata ratio of time part-time employees work to 12-month employees) may be used to attend to the illness of a child, parent or spouse of a family member including a domestic partner or child of a domestic partner.

11.1.3 Extended Leave

- 11.1.3.1 After all earned leave and accrued vacation time is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions herein are met. The amount deducted for leave purposes from the employee's salary shall be the amount actually paid a substitute employee hired to fill the position during the leave. The five (5) month period shall begin on the day of the absence due to illness or injury.

11.1.4 39 Month Employment List Procedures

- 11.1.4.1 A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The board may renew the leave of absence, paid or unpaid, for two additional six-month period or lesser leave periods that it may provide at its sole discretion but not to exceed a total of 18 months.
- 11.1.4.2 An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves or absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.
- 11.1.4.3 If at the conclusion of all leaves or absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months.
- 11.1.4.4 At any time, during the prescribed 39 months, the employee is able to assume the duties of his or her position the employee shall be re-employed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the employee shall be ranked according to his or her

proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

11.2. Industrial Accident Leave

An employee has a right to see and be treated by his/her own physician in case of an Industrial Accident or Illness. The District may also request the employee to be evaluated by a District recommended physician to determine if the illness or injury is work related. A classified employee shall be provided leave for industrial accident under the following rules and regulations:

- 11.2.1. The accident must have arisen out of and in the course of the District's employment of the individual, and must be accepted as a bona fide injury by the Workers Compensation Insurance Fund.
- 11.2.2. Allowable leave for each industrial accident shall be for the number of days of temporary disability, but not to exceed sixty (60) working days per year. If an industrial accident or illness occurs at a time when the full next sixty (60) days leave will overlap into the next fiscal year, the employee is entitled to only the amount remaining at the end of the fiscal year.
- 11.2.3. Allowable leave shall not be accumulated from year to year.
- 11.2.4. The leave shall commence on the first day of absence.
- 11.2.5. Any daily wages paid an employee who is absent in accordance with the provisions of this policy, when added to an award granted under the Workman's Compensation laws of the State of California, shall not exceed the normal compensation due the employee for those day(s).
- 11.2.6. The leave shall be reduced by one day for each day of authorized absence, regardless of compensatory award made under Worker's Compensation.
- 11.2.7. When this leave overlaps into the next year, the employee shall be entitled to only the amount of unused leave due him for the same injury.
- 11.2.8. During any paid leave or absence, the employee shall endorse to the District the temporary disability checks received on account of his industrial accident. The District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 11.2.9. Any employee receiving benefits as a result of this leave shall, during the period of injury and recuperation, remain within the State of California unless the Board approves travel outside the State.
- 11.2.10. When the 60-day industrial accidental leave has been exhausted, the employee on industrial accident leave shall receive the difference between his/her salary

and that salary paid a substitute for a total period not to exceed five (5) calendar months.

- 11.2.11. If, at the conclusion of all leaves, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for 39 months.
- 11.2.12. An employee who has been placed on the reemployment list and has secured a medical release for return to duty, and who fails to accept a position within his/her classification, may be dismissed.

11.3. Jury Duty/Subpoenaed Witness Leave

- 11.3.1. Jury Duty: A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the employee. This statement shall be attached to the Leave and Absence report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee. A night shift employee called in for jury selection, or actually serving on jury duty, will not be required to work on the evening of the day he/she either served or was called in for selection.
- 11.3.2. Witness: An employee shall be granted a leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or another governmental tribunal for reasons not brought about through the connivance or misconduct of the employee.

An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached to the Leave and Absence report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness excluding the statutory mileage fee.

11.4. Military Sick Leave

Employees who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and military pay as is provided in the Military and Veteran's Code. Any military training or leave initiated by the employee should be scheduled at the convenience of the District.

11.5. Bereavement

11.5.1 All bargaining unit members of the District shall be granted up to five (5) days paid leave of absence for the death of their immediate family member. For this purpose, the “immediate family” is identified as follows:

Spouse

Daughter, or daughter-in-law

Son, or son-in-law

Mother, or mother-in-law

Father, or father-in-law

Sister

Brother

Sister-in-law

Brother- in- law

Grandchild

Grandparent of unit member or bargaining unit member’s spouse

Any individual living in the immediate household of the bargaining unit member

11.5.2 The unit member, if requested by the District, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

11.6. Reproductive Loss Leave

Reproductive Healthcare and End of Pregnancy Leave shall be provided as specified in District policy/regulations and the law, including Government Code section 12945.6.

A unit member is eligible to take up to five days of reproductive loss leave within a 12-month period. A unit member may use any accrued leaves available to the unit member, or the leave may be taken as unpaid leave. A reproductive loss event includes: failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction. Leave must be taken within three months of the reproductive loss event. A unit member is eligible for reproductive loss leave after at least 30 days of employment.

11.7. Personal Necessity Leave

11.7.1. A classified employee may use up to, but not in excess of seven days per year as leave in case of personal necessity or emergency. This personal necessity leave shall be charged against the employee’s earned sick leave.

The district may request the employee to provide reasonable verification that an absence is properly chargeable to earned sick leave under this Section. False claims, or a failure to cooperate in providing verification hereunder, shall subject an employee to disciplinary action, up to and including dismissal.

The Purposes for which this necessity leave may be used are as follows:

- a. Additional time in the case of a death in an employee's family.
- b. An accident involving the employee, his/her property, or his/her immediate family, which requires the employee's presence away from his/her usual working day.
- c. Serious illness of a member of the employee's immediate family which requires the employee's presence away from his/her normal work day. In this event, an absence report certifying to such facts under penalty of perjury will be submitted.
- d. Appearance in court as a litigant, party, or witness in response to a subpoena duly served.
- e. Necessity of negotiating or signing legal documents which cannot be accomplished after normal working hours.
- f. Deaths not covered under Bereavement Leave, but which are of great personal concern to the employee.
- g. Observance of a religious holiday.
- h. Any other reasons which may be prescribed by the Board of Education.

11.7.2. "Immediate family" referred to in this section is as defined under Bereavement.

11.7.3. Verification of absence due to personal necessity under this section shall occur through the Personal Necessity Form and submitted to their supervisor. Should either the District or CSEA have interest in changing the form, the District and CSEA shall meet and mutually agree on any changes to the form.

11.7.4. A unit member may take seven (7) personal necessity days for reasons stated in 11.7.1. (A) – (H) without being required to state which reason. These 7 days may not fall before or after a holiday or vacation period without two (2) work days advanced notification.

11.8. Adoption/Paternity Leave

Bargaining unit employees shall be entitled to up to two (2) days for adoption/paternity leave without loss of pay. This leave shall be in addition to all other leave.

11.9. Leave of Absence without Pay

A leave of absence without pay may be granted by the Board of Education to employees of the classified service under the following conditions:

- 11.9.1 Application for leave must be submitted to the Assistant Superintendent, Human Resource in writing at least thirty (30) days prior to the commencement date requested for the leave.
- 11.9.2 Leaves may not be granted for this purpose for more than one year.
- 11.9.3 A leave of absence shall not be granted for more than one year.
- 11.9.4 An employee on leave must file with the Assistant Superintendent, Human Resource two weeks prior to termination of leave, a written statement of his/her intention to return to work at the end of the leave.
- 11.9.5 An employee at the expiration of his/her leave who fails to accept an appropriate assignment shall be dismissed.
- 11.9.6 Following the period of an authorized leave of absence, the employee will be reinstated with leave benefits and length of service credits accrued as of the last day worked prior to his/her leave of absence. Benefits will not be accrued or credited for the period of the absence.
- 11.9.7 Upon written request of the employee, an employee on leave of absence without pay may elect to continue health and welfare benefits. The employee will be charged the full cost of the coverage/s.
- 11.9.8 Employees must be in paid status for at least 75% of the work year in order to advance on the salary schedule on their anniversary date.

11.10. Anticipated Disability Leave

- 11.10.1 Any employee who anticipates undergoing a state of disability such as, but not limited to, necessary surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with the provisions herein.
- 11.10.2 Such disability leave shall be charged to the sick leave account of the employee and subject to all policies, practices, rules and regulations applicable to employees who leave.
- 11.10.3 Provisions related to requests for anticipated disability leave:
 - a. In order to qualify, an employee anticipating disability shall file a written statement with the personnel office stating the nature and anticipated period (dates) of disability with the physician's written verification included.
 - b. Any employee who desires to continue in the performance of his/her duties during the period prior to the expected disability shall be permitted to do so provided his/her physician states in writing that said employee is physically capable of continuing to perform his/her duties up to the date requested for

the leave to commence.

- c. Should there be any question as to the medical condition of the employee the Board reserves the right to require an examination by a District selected physician, at District expense, for the purpose of securing a second medical opinion regarding the employee's ability to perform required duties.
- d. Should the opinions of the employee's physician and the District selected physician conflict, then the employee and the Board shall mutually agree upon examination by an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity in the performance of normal duties. If the employee and the Board cannot agree upon the impartial third physician, such appointment shall be made by the County Medical Society. The expense of any examination by an impartial third physician shall be equally shared by the employee and the District.

11.10.4 Provisions for Return to Duty

A physician's statement is required upon return from disability leave stating that the employee is able to resume all of his/her normal duties and responsibilities. The District will participate in a return to work program developed in conjunction with JPA after meeting and conferring with CSEA.

11.11. Unpaid Family and Medical Leave

- 11.11.1. Leave may be taken for the following, consistent with the provisions of the Federal Family and Medical Leave Act of 1992 and the California Family Rights Act of 1991, and subsequent amendments thereto:
- 11.11.2. Birth, adoption or foster care of an employee's child, parent, spouse, and at the discretion of the Superintendent, any other family member.
- 11.11.3. The serious illness of the employee's child, parent, spouse, grandparent, grandchild, sibling.
- 11.11.4. The employee's own serious health condition, except for disability caused by pregnancy, childbirth or related medical conditions.
- 11.11.5. Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner child, or parent in the United States Armed Forces.
- 11.11.6. Eligible employees taking the unpaid family or medical leave will continue to receive coverage under the District health plans in which they are enrolled for up to a maximum of twelve (12) weeks during a twelve (12) month period.
- 11.11.7. Each employee shall provide satisfactory proof of necessity for family or medical leave if such proof is requested by the Superintendent or designee.

ARTICLE XII—HOLIDAYS

12.1. The District will grant the following paid holidays to unit members:

- Independence Day
- Labor Day
- Spring Holiday,
- Veteran's Day
- Day preceding Thanksgiving
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas Day
- *Day preceding/following Christmas Day
- New Year's Day
- *Day preceding/following New Year's Day
- Martin Luther King Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Juneteenth Independence Day

*Date to be mutually determined by the District and the Association.

- 12.2. In order to receive pay for a holiday, the unit member must be in paid status the day preceding or following the holiday.
- 12.3. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday.
- 12.4. Additional Holidays: Every day declared by the President, Governor, or Legislature of this State as a public fast, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under the provisions of the Education Code shall be a paid holiday for all eligible employees in the bargaining unit.
- 12.5. The specific calendar days for observance of each of the above listed holidays shall be negotiated prior to adoption by the Governing Board and will be listed in Appendix C and by reference incorporated herein.

ARTICLE XIII—VACATIONS

- 13.1 For every hour of paid employment, excluding overtime, employees shall earn vacation according to the following:

.0460 hours prorated by your FTE for the first three years (12 days/full time equivalent)

.0575 hours prorated by your FTE beginning with the fourth year (15 days/full time equivalent)

.0613 hours prorated by your FTE beginning with the tenth year (16 days/full time equivalent)

.0690 hours prorated by your FTE beginning with the thirteenth year (18 days/full time equivalent)

.0766 hours prorated by your FTE beginning with the sixteenth year (20 days/full time equivalent)

The vacation accrual charts are attached to this Agreement as part of the Appendix A. The four separate vacation accrual charts correspond to the number of workdays per year for employees in bargaining unit. Employees must utilize the chart that reflects their work-year calendar for accurate information about vacation accrual calculations.

- 13.2 Employees working less than an eight (8) hour day shall earn vacation calculated upon their fixed, regular minimum assigned time per day.

- 13.3 All employees are encouraged to take vacation in the school year it is earned. Employees shall submit a proposed vacation schedule within the first month of the school year. Vacation shall be subject to supervisor approval. Revisions to the vacation schedule can be modified as agreed to by the employee and his or her immediate supervisor. Employees on an eleven (11) month or less salary schedule who are unable to take vacation during the school year shall have the option to be paid for earned vacation at the end of the school year. *In the event the employee and immediate supervisor cannot agree to initially schedule and/or revise an employees' vacation schedule, that employee shall have the option to appeal the supervisor's decision to the Assistant Superintendent of Human Resources whose decision shall be final.*

- 13.4 For all twelve-month employees, vacation may be taken at any time during the school year subject to the advance approval of the employee's immediate supervisor.

In the event of conflicting vacation requests, the District will attempt to honor such requests after consideration of hire date and consistent with the District's ability to maintain the efficiency of District operations.

Except as provided for in Section 13.11, employees are not permitted to accumulate vacation time for the purpose of taking extended vacations. All vacations must be completed during the school year following the year in which the vacation was earned.

- 13.5 All vacation requests must be submitted at least ten (10) working days in advance by the unit member, using the current designated electronic system. Unit members shall submit

their vacation request using a paper form if their department has not yet transitioned to the electronic system. The immediate supervisor will respond using the designated electronic system or in writing to timely and properly submitted vacation requests within five (5) working days.

- 13.6 Earned vacation shall not become a vested right until completion of the initial six months of employment. Vacation may be granted during the school year even though it has not been earned as yet at the time that it is taken. However, for any granted vacation time that was taken, but not yet earned, a deduction shall be made from the employee's severance check for the full amount of salary that was paid for the unearned vacation days taken.
- 13.7 Upon separation of employment with the District, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except those employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 13.8 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 13.9 If a unit member becomes ill during vacation and wishes to have part of the vacation period charged to sick leave, they must submit verification of illness from a doctor to Human Resources with a written request for the change.
- 13.10 An alternative vacation period may be rescheduled in accordance with the provisions regarding vacation requests.
- 13.11 In the event an employee is not given the opportunity to take his/her full vacation within one year after it was earned due to District needs and, when the employee has made several good faith attempts to reschedule such vacation which has been denied by the immediate supervisor, the employee may accumulate such unused vacation for use in the next year or may be paid for same in cash at the option of the employee.

ARTICLE XIV – VACANCIES, TRANSFERS AND PROMOTIONS

14.1. Vacancies

14.1.1. Positions which are newly created or vacated which are not filled by administrative transfers or demotions, shall be posted in each work site at least five (5) days prior to interviews being held. The District will consider applicants for vacant positions in the following order:

14.1.1.1. Administrative Transfers.

14.1.1.2. Voluntary transfer request, within the same filed with the Human Resources Department.

14.1.1.3. Unit members seeking promotion.

14.1.1.4. All other applicants.

14.1.2. It is intended by both CSEA and the District that in filling vacant bargaining unit position/s the District will follow the process outlined below and unit members will be given first consideration in the filling of all vacant bargaining unit positions.

The job posting shall contain at least the following information:

14.1.2.1. Job Title.

14.1.2.2. Work Year including specific number of days.

14.1.2.3. Hours Per Day and/or Hours Per Week

14.1.2.4. Posting and/or Closing Date

14.1.3. Classified position openings will be posted on light blue paper stock.

14.1.4. Each Job site will have a copy of current job descriptions for bargaining unit members and prospective job applicants to examine.

14.1.5. CSEA President shall receive copies of all job posting for bargaining unit positions.

14.1.5.1. Employees shall have the right to apply for the position.

14.1.5.2. The District shall have forty-five (45) days to fill vacant or newly created positions.

14.1.5.3. The forty-five (45) days shall begin with the first day of vacancy.

- 14.1.5.4. If the position remains unfilled after the forty-five (45) day period, the District shall consult with the Association on the problems encountered in filling the position, at which time the Association may grant a forty-five (45) day extension.
- 14.1.5.5. If the Association does not agree to an extension, or if the position remains unfilled at the conclusion of the extension period, the services of the substitute shall be terminated.

14.2. **Transfers:**

- 14.2.1 A transfer is defined as the lateral movement of an employee from one work location to another work location within the same classification.
 - 14.2.1.1. Administrative Transfer: A transfer initiated by the District, such transfer is in the best interest of the District as determined by the District (14.2.2).
 - 14.2.1.2. Voluntary Transfer: A transfer requested by the employee (14.2.3).
- 14.2.2. **Administrative Transfer:** Unit members may be transferred by the District at any time, whenever such transfer is in the best interest of the District, as determined by the District. A unit member affected by such transfer, shall be given notice, as soon as administratively practicable (usually five (5) days before the transfer). In addition, a conference will be held between the primary supervisor and the unit member in order to discuss the reasons for the transfer. A unit member may appeal such transfer to the Human Resource Administrator within ten (10) days of the notice of transfer.
- 14.2.3. **Voluntary Transfer:** Employees applying for transfer under this provision shall receive first consideration for a vacant position. Bargaining unit members applying to transfer under this provision and who qualify for the position shall be interviewed.

After the interview process is completed for a vacant or new position, the District will compile a list ranking the top three (3) candidates. A person will then be selected by the appropriate administrator to fill the vacant position. Internal candidates and outside applicants shall have the same right to be on the list provided they rank in the top three.

- 14.2.3.1 A unit member, who has accepted a voluntary transfer within the previous twelve (12) months, shall not be eligible to apply for another transfer during that period. Probationary employees are not eligible to apply for a transfer.
- 14.2.3.2 If the request for transfer (14.2.3) is denied, the employee may meet with the Human Resources Administrator to discuss the denial of his/her request.

- 14.2.3.3 An employee, who has a transfer request on file with the Human Resources Department shall be given priority consideration, for the transfer, over the employee who does not file a transfer request until after the posting for the position.

14.3. Promotions

- 14.3.1 A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification with a higher salary range designation. Such movement shall result in at least a five percent (5.0%) salary increase on the new position salary range as compared to the unit members placement on the former position salary range. If such placement would be beyond Step six (6) of the new classification salary range, then the bargaining unit member would be placed on Step six (6) of the new salary range.
- 14.3.2. Unit members who are denied a promotion may ask for written reason/s for the denial and/or a meeting with the Human Resources Department Administrator to discuss the reasons for denial. If a written response is requested by the unit member, it will include areas in which the unit member needs improvement and the reason/s for denial.
- 14.3.3. Unit members who are promoted, shall be given a three (3) month and a five (5) month written evaluation in accordance with procedures set forth in Article 4.3. Unit members who are promoted are under a six (6) month trial period in their new position during which time they shall have return rights to their former position in accordance with procedures set forth in Article 16.
- 14.3.4. District recognizes the benefits of cross training of unit members and will give due consideration to unit members who are cross trained in awarding transfers and promotions.

ARTICLE XV—RECLASSIFICATION

15.1. Reclassification

15.1.1. The parties agree that changing conditions may warrant reclassification of positions and/or classes which are part of the bargaining unit. It is also recognized that both the employer and the Association have vested interests in such reclassification. The purpose of this Article is to facilitate necessary reclassification and to provide an orderly process for effecting same.

15.1.2. Reclassification means the redefining of a position or group of positions to a different job class with a corresponding change in title and job description, to account for changes in technology, duties, or work that may alter the nature of the job.

Reclassification is distinguished from a regrade, in that a regrade constitutes a change in salary without changes in job title or job description.

15.1.3. A unit member, or class of positions, is entitled to request that their position(s) be reclassified or regraded. Individual unit members may make a request for reclassification or regrade once every three years, unless otherwise agreed upon by the District and the Association in writing. All requests shall be made in writing and include all the criteria listed in Article 15.2 "Procedures". Any request shall be submitted to the Human Resources Department and the CSEA chapter president during the period of October 1-31 of each year school year.

15.1.3.1. If an individual unit member from any job classification submits a request for a reclassification or a regrade, the CSEA may notify all unit members within such job classification of the request. The District may consult with and work collaboratively with the CSEA as needed for participation.

15.2. Procedures

15.2.1. When either party seeks to affect a reclassification or regrade, the District/Association shall submit to the other party the following data:

15.2.1.1. The class or position to be reclassified or regraded.

15.2.1.2. The existing job description and salary placement.

15.2.1.3. The proposed job duties and salary placement.

15.2.1.4. Employees affected by the proposal and the proposed disposition of same.

15.2.1.5. The basis for the reclassification.

- 15.2.2. Within fifteen (15) days of submission of all appropriate data, the parties shall meet and strive in good faith to reach an agreement.

The parties shall review the list of classifications, the information provided in section 15.2.1 above and any other relevant information. In the event that changes to job descriptions or classifications are made the District agrees to negotiate the impacts and effects of those changes with CSEA. The Assistant Superintendent for HR and the CSEA Labor Relations Representative shall be in attendance at these meetings. The District and CSEA may invite up to two (2) additional representatives to these meetings.

ARTICLE XVI—LAYOFF AND REEMPLOYMENT

16.1. **Layoff:** Unit member positions shall be subject to layoff due to lack of work or lack of funds.

16.2. Seniority

16.2.1. Seniority for unit members shall be by date of hire in regular paid status with the District. Service with the district prior to entering into probationary or permanent status in the classified service of the District shall not be included in determining hire date seniority.

16.2.2. If two or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lottery. The CSEA President or the Chapter President's designee shall be present for any lottery determination that occurs.

16.3. Reduction in Hours or Reassignment in Lieu of Layoff

Reduction in hours shall be subject to negotiation by CSEA and the District Employee

16.4. Layoff Procedures

16.4.1 Order of Layoff: The unit member with the least seniority in the affected class, plus seniority accrued from serving in a higher class, shall be laid off first.

16.4.2 Bumping (Reassignment): A unit member can only bump into a position in which they have previously worked for the District. A permanent unit member in the classified service who is laid off from a class and who has previously served in another class shall have the right to bump a unit member with **least** seniority in any such class. **No position will be split to accommodate bumping.**

16.4.3 Seniority for bumping purposes shall include the total of **the seniority in the affected class, plus seniority accrued from serving in a higher classification as outlined in 16.4.1.**

16.4.4 In the event the unit member no longer meets the legal requirement of the position, such as possession of appropriate licenses or certificates (e.g., operator's license, basic skills test), the unit member shall not be able to bump into a former classification. The unit member shall be given ten (10) working days to submit proof of legal qualification for the position and up to twenty (20) working days for District requirements for the position. Hardship situations may be raised by either party for consideration on a case by case basis.

16.4.5 Displacement: A unit member displaced from their classification as a result of being bumped shall have the same bumping rights as set forth in 16.4.2 above.

- 16.4.6. Re-employment: Unit members subject to layoff shall have re-employment rights in accordance with Section 16.7 of this article and Education Code Section 45298, including placement on a 39-month re-employment list.
- 16.4.7. Seniority Lists: The District shall provide the Chapter President of CSEA and CSEA, a seniority list for all classes to be **affected** by a proposed layoff at least five (5) working days prior to a proposed layoff being acted upon by the Board of Education.
 - 16.4.7.1 The District shall update seniority lists annually and make them available to CSEA by January 15th. CSEA shall provide the office of Human Resources with any discrepancies to seniority lists within thirty (30) working days of receipt.

16.5. Layoff

- 16.5.1. Reassignment to avoid separation from service. A permanent unit member who will suffer a layoff despite the exercising of bumping rights in order to avoid layoff may accept a demotion to a vacant position in a lower class or transfer to an equal class, provided that they are qualified to perform the duties thereof (see 16.4.4) and provided further that the person having authority to fill the position approved the demotion.
- 16.5.2. Re-employment: Unit members consenting to layoff shall have re-employment rights in accordance with Section 16.7 of this article and Education Code 45298, including a 24-month extension for re-employment beyond the 39-months for a total of 63 months.
- 16.5.3. Salary Placement: A unit member who consents to assignment to a lower classification in lieu of layoff, as stated in **16.5.1**, shall be placed in the lower range on the highest step that has a salary rate less than that of the position from which the unit member was laid off.

16.6. Notice

- 16.6.1. The District agrees to discuss anticipated recommendations to lay off bargaining unit positions with CSEA in February for purposes of allowing sufficient time for CSEA to identify and negotiate the impacts and affects of the decision. The District will share the final proposed layoff resolution with the CSEA President prior to making the Board agenda public. Any failure to identify positions or potential layoffs needed after the initial discussion or impact negotiations shall not preclude the District from moving forward with layoffs consistent with the law.

Procedures for layoff notice and right to hearing will follow all legal requirements as set forth in Education Code section 45117.

- 16.6.1.1. Initial layoff notices shall be issued to affected unit members no later than March 15th. Final layoff notices shall be issued before May 15th, pursuant to Education Code section 45117.

- 16.6.2. When a position must be eliminated as a result of the expiration of a specially funded program, the unit member(s) impacted by the layoff shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

16.7. Re-employment Rights

- 16.7.1. The names of unit members laid off shall be placed on the District's re-employment lists in the reverse order of layoff for 39 months from the effective date of the layoff. The names of unit members taking a position into a lower classification or a reduction in hours in lieu of layoff shall remain on the re-employment list for an additional 24 months.
- 16.7.2. Re-employment shall be in the reverse order of layoff.
- 16.7.3. Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority and shall include:
- 16.7.3.1. First choice by seniority after transfer to vacancies which occur in any equal or lower class in which the unit member has been laid off.
 - 16.7.3.2. First choice by seniority after transfer to vacancies which occur in any equal or lower class in which the unit member has previously achieved probationary or permanent status.
- 16.8. Offers sent by certified mail shall be sent to the last address known to the District. A unit member who moves has the burden of notifying the District of a change of address by informing the Human Resources Office, to the attention of the Assistant Superintendent, Human Resources, in writing.
- 16.8.1. Unit members who personally receive notices of re-employment by telephone or in person shall have five (5) working days to respond.
- 16.8.2. Unit members notified by certified mail shall have ten working days after the notice has been sent by the District to their last address of record by certified mail to respond to a notice of re-employment. If the unit member accepts re-employment, the unit member must report to work within thirty (30) working days following the mailing of the re-employment notice. A unit member given notice of re-employment need not accept the re-employment to maintain the unit member's eligibility on the re-employment list provided the employee notifies the Assistant Superintendent of Human Resources in writing within five (5) working days from receipt of the re-employment notice.
- 16.9. The District's decision to layoff, or the effects on the unit member subject to layoff, is not grievable. A unit member may grieve the procedures set forth in this Art

ARTICLE XVII—GRIEVANCE PROCEDURE

17.1. The purpose of the procedure is to secure, at the administrative level closest to the employee, solutions to grievances. Both parties agree to discuss the grievance in a spirit of problem-solving and mutual respect such that the grievance process will not adversely affect their working relationship. Grievance processing will be kept as informal and confidential as possible at all levels of the procedure.

17.2. Definitions

A “grievance” is a written allegation by the grievant that there has been a violation, misinterpretation, or misapplication of the specific provision/s of the Agreement which adversely and directly affects the grievant. A grievance shall not include, and the grievance procedure shall not apply, to any of the following:

- a. Any proceeding for the dismissal of a probationary member of the unit.
- b. Any attempt to alter or change the provisions of the agreement by filing a grievance.
- c. The evaluation of members of the unit, except of the violations of procedures.

17.2.2. A “grievant” may be one or more employees of the unit alleging a grievance or the Association alleging a violation of this Agreement.

17.2.3. “Days” means any days when the central administrative office of the Franklin-McKinley School District is open for business.

17.2.4. “Immediate Supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

17.2.5. “Representative of the Grievant” is a person chosen by the Association to represent the grievant.

17.3. Miscellaneous Provisions

17.3.1. A grievant may have a representative present at any level of the grievance procedure.

17.3.2. The time limits for processing grievances may be waived or extended by mutual agreement when confirmed in writing.

17.3.3. Failure by the administration to reply to the employee’s grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

- 17.3.4. Failure by the grievant to file an appeal to the next step within the time limits specified automatically denies the grievance.
- 17.3.5. By mutual written agreement, the grievance may revert to a prior level for consideration.
- 17.3.6. Upon written request, the District or the grievant will provide pertinent information which is relevant to the issues raised by the grievance. Information which is privileged under law is excluded from this provision.
- 17.3.7. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 17.3.8. When it is necessary for the grievant or his representative to attend a grievance meeting or hearing scheduled during the day by the administrator or the advisory arbitrator, the representative will, upon notification of his immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any member who is required to appear in such investigations, meetings, or hearings as a witness will be accorded the same right/s. Any member of the bargaining unit may, during the work day, present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Level III and adjustment is not inconsistent with the terms of this Agreement provided that the employer shall not agree to a resolution of the grievance until the Association representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 17.3.9. Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

17.4. Procedures

17.4.1. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the problem by an informal conference with the immediate supervisor. If the grievant is the Association, the informal conference will occur between the Association and the Superintendent or his/her designee.

17.4.2. Informal Level

17.4.2.1. Step I

- a. Within twenty (20) days after the grievant knows, or by reasonable diligence could have known of the occurrence of an act or omission giving rise to the occurrence, the grievant must present the grievance to the immediate supervisor in

writing on the appropriate form.

- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. The supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance.

17.4.2.2. Step II

In the event the grievant is not satisfied with the decision rendered at Step I, he/she may appeal the grievance to the Superintendent or his/her designated representative within five (5) days of receipt of the written decision at Step I.

- a. This appeal should include a copy of the original grievance, the decision rendered at Step I, and a statement of the reasons for the appeal.
- b. The Superintendent or his/her designee shall communicate his/her decision in writing to the grievant within ten (10) days after receiving the appeal.
- c. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits.

17.4.2.3. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, the Association may within eight (8) days submit the grievance to arbitration and shall notify the Superintendent in writing of such submission. However, as an alternative, the Association may request that the Board of Education in Closed Session hear the grievance in place of an arbitrator. In no instance may a grievance be submitted to both the Board of Education and an arbitrator.

- a. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lottery.

- b. The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties request a transcript, the total cost of the two transcripts shall be divided equally between the District and the Association.
- c. Hearings shall be scheduled as mutually agreed by the parties and the arbitrator.
- d. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the California Conciliation or Mediation Services and the provisions of these procedures.
- e. The arbitrator shall rule upon the issue of arbitration if so requested by a party, prior to hearing the merits of any grievance.
- f. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- g. Neither the District nor the Association shall be permitted to assert any ground before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure.
- h. The arbitrator will not have power to add to, subtract from, or modify terms of this Agreement.
- i. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issue(s) submitted. The decision of the Arbitrator will be final and binding to the extent permitted by law.
- j. The grievant shall continue to discharge his/her duties and comply with the directives of his/her supervisor pending the processing of any grievance.

ARTICLE XVIII—SAFETY CONDITIONS

- 18.1. Unit members will report in writing to their immediate supervisor any condition which poses a threat to the safety of any person associated with the District. Such notice shall be made verbally in the event of an emergency.
- 18.2. If the employee believes that an unsafe condition or practice has not been corrected within ten (10) days of its being reported, the employee may report the matter to the Director of Maintenance, Operations.
- 18.3. No unit member of the District shall be required by the District or local school administration to search for bombs or any other type of explosive material.
- 18.4. The bus driver is responsible for the orderly conduct of pupils transported. As a means of enforcing safety requirements, the bus driver may issue written bus citations on forms developed by the District. The District agrees to notify the child and parent/s, take action deemed appropriate by the District, and report back to the driver on action taken. If the driver is dissatisfied with the action taken by the District, he may request a conference with the site administrator and the transportation supervisor.
- 18.5. The Association shall have the right to appoint one member to serve on the District Safety Committee. The Safety Committee will meet once each month and publish minutes of its meetings.
 - 18.5.1. Attendance at District Safety meetings shall be without loss of pay or loss of other benefits where meetings are scheduled during the employee's assigned duty hours.
- 18.6. Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear. Validation of the need for such safety equipment lies with the District Safety Committee and will be determined at their monthly Safety Committee meeting.
- 18.7. After proper notice to the District and in accordance with Section 18.1, if an employee still feels threatened he/she shall contact the District Safety Committee Chairperson and/or the Assistant Superintendent for Business Services for resolution.
- 18.8. District Compliance: The District shall conform to and comply with all safety requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE XIX—NO STRIKE, NO LOCKOUT

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

ARTICLE XX—EFFECT OF AGREEMENT

20.1. Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not seek change or improvement in any matter subject to the meeting and negotiation process except by mutual agreement of the District and the Association.

20.2. Complete Understanding

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

20.3. Completion of Agreement

During the term of this agreement, except as provided in reopener provisions, or when negotiating a successor Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

20.4. Savings

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, 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.

20.5. Miscellaneous

20.5.1. The Association agrees that it will not take any reprisals against any management employee or Board member regarding the administration of this Agreement, or any grievance filed hereunder.

20.5.2. There shall be two (2) signed copies of the final Agreement for recordkeeping purposes. One shall be retained by the District and one by the Association.

ARTICLE XXI—PROFESSIONAL GROWTH and PROFESSIONAL DEVELOPMENT

21.1. Professional growth credit for units or degrees earned shall be submitted at the time of hire. The District shall provide newly hired bargaining unit members a document referencing this program as part of their right to participate in the professional growth program and submit official transcripts for possible unit and degree stipends. The new bargaining unit member shall have thirty (30) days from their date of hire to submit official transcripts(s). Bargaining unit members who do not submit qualifying information within 30 days of their date of hire will not be eligible for professional growth credit for degrees or units completed prior to hire date for that year.

Subsequent to the onboarding process, in order for a degree or professional growth credit change to be made, an official transcript of work completed by September 1 must be submitted to the Human Resources Office on or before the last Friday in October of each school year.

Professional growth credit will be awarded with the following conditions:

21.1.1. An employee must be in a paid status at least four (4) hours per day, ten (10) months per year.

21.1.2. Compensation will be awarded as follows effective 7/1/24. Stipends pursuant to this section shall be paid monthly divided by the unit member’s work year.

Degree/Units	Annual Stipend Amount
30+ Units	\$250
AA Degree	\$500
AA+ 30 Units	\$650
Bachelors	\$1000
Bachelors+ 15 Units	\$1,300
Masters	\$1,850

21.1.3. The Professional Growth Committee will consist of two Association appointed representatives and two District appointed representatives.

21.2. Coursework, degrees, and certificates completed shall adhere to the following provisions:

21.2.1. Coursework must be job-related, related to an approved degree or certificate program, or related to career goals at the District **and be pre-approved by the Professional Growth Committee.**

21.2.2. Pre-approved coursework, including on-line courses must be completed through an accredited college, university, or adult education.

21.2.3. Employees must complete Coursework with a grade of “C” or better. If the coursework is taken as pass/fail or credit/no credit, the employee must “pass” or receive “credit.”

21.2.4. The District will provide a book allowance for required texts, up to \$200.00 per pre-approved course unless other arrangements are made with the Human Resources Assistant Superintendent.

21.3 Professional Development

21.3.1 A professional development day shall be scheduled either as release time or as an additional paid workday. The District shall determine the training to be provided and the schedule of the training.

The District will consider bargaining unit representative recommendations for additional training.

The denial of professional growth courses or credits shall not be grievable.

ARTICLE XXII – CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM

22.1 The District and CSEA mutually support participation in the state Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 and the guidelines published by the State Department of Education annually. The District and CSEA agree that in any year that the state does not budget matching funds for this program, the District will not participate that year. Participation shall be waived in any year where the District determines it cannot participate due to fiscal constraints. The District shall provide notice to the Union no later than the end of the first full week in December in any year where participation cannot be authorized. If the CSESAP is removed from the California Education Code, this section shall become null and void.

APPENDIX A - Updated July 2023

Range	Classifications
12	Food Service Assistant
17	Community Assistant
17	Para-Educator (Instructional Aide)
19	Health Assistant
19	Para-Educator - Special Education (Instructional Aide)
19	Para-Educator – Bilingual (Instructional Aide)
19	School Office Assistant
21	Reprographic Technician I
21	Secretary I
21	Transportation Clerk
22	Food Service Lead
22	Library/Media Assistant
23	Technology Assistant
23	Campus Monitor
23	Computer Technician Assistant
23	Curriculum Technician
23	Reprographic Technician II
26	Custodian
26	Gardener I
26	Van Driver
26	Warehouse Worker/Delivery Driver
27	Accounting Assistant
27	Behavior Therapist
27	Bus Driver
28	District Liaison
28	Gardener II
28	Purchasing Technician
29	Accounting Technician
29	Secretary II
29	SMAA Technician
32	Administrative Assistant
32	Reprographic Specialist
32	School Linked Services (SLS)
33	Student Data Technician
35	Accounting Specialist
35	Bus Driver/Trainer
35	Dispatcher
35	HR Technician
35	Payroll Specialist
37	Buyer
37	Skilled Maintenance Worker
37	Student Information System Specialist
37	Warehouse Operations Specialist
44	Executive Assistant
47	Mechanic
49	Accountant
49	Computer Technician
54	Network Systems Technician

FRANKLIN-MCKINLEY SCHOOL DISTRICT
Classified Employees Salary Pay Schedule (194)
Fiscal Year 2026-2027
(11 Month)

Title	Salary Range	STEP						Longevity Steps Only					
		1	2	3	4	5	6	10	15	20	25	30	35
Community Assistant	17	Hourly	\$23.40	\$24.33	\$25.31	\$26.35	\$27.40	\$28.52	\$29.58	\$30.29	\$30.65	\$31.00	\$31.36
	Daily	\$187.20	\$194.64	\$202.48	\$210.80	\$219.20	\$228.16	\$236.67	\$242.34	\$245.17	\$248.01	\$250.84	
	Monthly (11)	\$3,301.53	\$3,432.74	\$3,571.01	\$3,717.75	\$3,865.89	\$4,023.91	\$4,173.91	\$4,273.91	\$4,323.91	\$4,373.91	\$4,423.91	
	Overtime	\$35.10	\$36.50	\$37.97	\$39.53	\$41.10	\$42.78	\$44.37	\$45.44	\$45.98	\$46.50	\$47.04	
Health Assistant School Office Assistant	19	Hourly	\$24.33	\$25.31	\$26.35	\$27.40	\$28.52	\$29.67	\$30.73	\$31.44	\$31.80	\$32.15	\$32.51
	Daily	\$194.64	\$202.48	\$210.80	\$219.20	\$228.16	\$237.36	\$245.87	\$251.54	\$254.37	\$257.21	\$260.04	
	Monthly (11)	\$3,432.74	\$3,571.01	\$3,717.75	\$3,865.89	\$4,023.91	\$4,186.17	\$4,336.17	\$4,436.17	\$4,486.17	\$4,536.17	\$4,586.17	
	Overtime	\$36.50	\$37.97	\$39.53	\$41.10	\$42.78	\$44.51	\$46.10	\$47.16	\$47.70	\$48.23	\$48.77	
Secretary I	21	Hourly	\$25.31	\$26.35	\$27.40	\$28.52	\$29.67	\$30.85	\$31.91	\$32.27	\$32.62	\$33.33	\$33.69
	Daily	\$202.48	\$210.80	\$219.20	\$228.16	\$237.36	\$246.80	\$255.30	\$258.14	\$260.98	\$263.81	\$266.65	\$269.48
	Monthly (11)	\$3,571.01	\$3,717.75	\$3,865.89	\$4,023.91	\$4,186.17	\$4,352.65	\$4,502.65	\$4,602.65	\$4,652.65	\$4,702.65	\$4,752.65	
	Overtime	\$37.97	\$39.53	\$41.10	\$42.78	\$44.51	\$46.28	\$47.87	\$48.41	\$48.93	\$49.47	\$50.00	\$50.54

Longevity (monthly): Year 10 - \$150 Year 15 - \$200 Year 20 - \$250 Year 25 - \$300 Year 30 - \$350 Year 35 - \$400



194 Days

Per CSEA Agreement
 Effective 7/1/2026

Increase: 2.24%

FRANKLIN-McKINLEY SCHOOL DISTRICT
Classified Employees Salary Pay Schedule (198)
Fiscal Year 2026-2027
(11 Month)

Title	Salary Range	STEP											Longevity Steps Only				
		1	2	3	4	5	6	10	15	20	25	30	35				
Food Service Asst	12	Hourly	\$21.19	\$22.05	\$22.92	\$23.85	\$24.81	\$25.81	\$26.85	\$27.20	\$27.55	\$27.89	\$28.24	\$28.59			
		Daily	\$169.52	\$176.40	\$183.36	\$190.80	\$198.48	\$206.48	\$214.81	\$217.59	\$220.37	\$223.15	\$225.92	\$228.70			
		Monthly (11)	\$3,051.36	\$3,175.20	\$3,300.48	\$3,434.40	\$3,572.64	\$3,716.64	\$3,866.64	\$3,916.64	\$4,016.64	\$4,066.64	\$4,116.64	\$4,166.64			
		Overtime	\$31.79	\$33.08	\$34.38	\$35.78	\$37.22	\$38.72	\$40.28	\$41.84	\$43.36	\$44.92	\$46.48	\$48.04			
Food Service Lead Library/Media Assistant	22	Hourly	\$25.83	\$26.86	\$27.94	\$29.08	\$30.26	\$31.45	\$32.49	\$32.84	\$33.19	\$33.53	\$33.88	\$34.23			
		Daily	\$206.64	\$214.88	\$223.52	\$232.64	\$242.08	\$251.60	\$259.93	\$262.71	\$265.49	\$268.27	\$271.04	\$273.82			
		Monthly (11)	\$3,719.52	\$3,867.84	\$4,023.36	\$4,187.52	\$4,357.44	\$4,528.80	\$4,678.80	\$4,728.80	\$4,778.80	\$4,828.80	\$4,878.80	\$4,928.80			
		Overtime	\$38.75	\$40.29	\$41.91	\$43.62	\$45.39	\$47.18	\$48.74	\$49.26	\$49.79	\$50.30	\$50.82	\$51.35			
Van Driver	26	Hourly	\$27.94	\$29.08	\$30.24	\$31.45	\$32.74	\$34.06	\$35.10	\$35.45	\$35.80	\$36.14	\$36.49	\$36.84			
		Daily	\$223.52	\$232.64	\$241.92	\$251.60	\$261.92	\$272.48	\$280.81	\$283.59	\$286.37	\$289.15	\$291.92	\$294.70			
		Monthly (11)	\$4,023.36	\$4,187.52	\$4,354.56	\$4,528.80	\$4,714.56	\$4,904.64	\$5,054.64	\$5,104.64	\$5,154.64	\$5,204.64	\$5,254.64	\$5,304.64			
		Overtime	\$41.91	\$43.62	\$45.36	\$47.18	\$49.11	\$51.09	\$52.65	\$53.18	\$53.70	\$54.21	\$54.74	\$55.26			
Bus Driver	27	Hourly	\$28.52	\$29.67	\$30.85	\$32.11	\$33.40	\$34.75	\$35.79	\$36.14	\$36.49	\$36.83	\$37.18	\$37.53			
		Daily	\$228.16	\$237.36	\$246.80	\$256.88	\$267.20	\$278.00	\$286.33	\$289.11	\$291.89	\$294.67	\$297.44	\$300.22			
		Monthly (11)	\$4,106.88	\$4,272.48	\$4,442.40	\$4,623.84	\$4,809.60	\$5,004.00	\$5,154.00	\$5,204.00	\$5,254.00	\$5,304.00	\$5,354.00	\$5,404.00			
		Overtime	\$42.78	\$44.51	\$46.28	\$48.17	\$50.10	\$52.13	\$53.69	\$54.21	\$54.74	\$55.25	\$55.77	\$56.30			

APPROVED
 NOV 18 2025
 By: 

Longevity (monthly): Year 10 - \$150 Year 15 - \$200 Year 20 - \$250 Year 25 - \$300 Year 30 - \$350 Year 35 - \$400

Per CSEA Agreement
 Effective 7/1/2026

198 Days

Increase: 2.24%

FRANKLIN-McKINLEY SCHOOL DISTRICT
Classified Employees Salary Pay Schedule (261)
Fiscal Year 2026-2027
(12 Month)

Title	Salary Range	STEP												Longevity Steps Only				
		1	2	3	4	5	6	10	15	20	25	30	35					
Health Assistant	19	Hourly	\$24.33	\$25.31	\$26.35	\$27.40	\$28.52	\$29.67	\$30.82	\$31.11	\$31.39	\$31.68	\$31.97					
		Daily	\$194.64	\$202.48	\$210.80	\$219.20	\$228.16	\$237.36	\$246.56	\$248.85	\$251.15	\$253.45	\$255.75					
		Monthly	\$4,233.42	\$4,403.94	\$4,584.90	\$4,767.60	\$4,962.48	\$5,162.58	\$5,312.58	\$5,412.58	\$5,462.58	\$5,512.58	\$5,562.58					
		Overtime	\$36.50	\$37.97	\$39.53	\$41.10	\$42.78	\$44.51	\$45.80	\$46.23	\$46.67	\$47.09	\$47.52	\$47.96				
Secretary I	21	Hourly	\$25.31	\$26.35	\$27.40	\$28.52	\$29.67	\$30.85	\$32.00	\$32.29	\$32.57	\$32.86	\$33.15					
		Daily	\$202.48	\$210.80	\$219.20	\$228.16	\$237.36	\$246.80	\$256.00	\$258.29	\$260.59	\$262.89	\$265.19					
		Monthly	\$4,403.94	\$4,584.90	\$4,767.60	\$4,962.48	\$5,162.58	\$5,367.90	\$5,517.90	\$5,617.90	\$5,667.90	\$5,717.90	\$5,767.90					
		Overtime	\$37.97	\$39.53	\$41.10	\$42.78	\$44.51	\$46.28	\$47.57	\$48.00	\$48.44	\$48.86	\$49.29	\$49.73				
Technology Assistant	23	Hourly	\$26.35	\$27.40	\$28.52	\$29.67	\$30.85	\$32.11	\$33.26	\$33.55	\$33.83	\$34.12	\$34.41					
		Daily	\$210.80	\$219.20	\$228.16	\$237.36	\$246.80	\$256.88	\$266.08	\$268.37	\$270.67	\$272.97	\$275.27					
		Monthly	\$4,584.90	\$4,767.60	\$4,962.48	\$5,162.58	\$5,367.90	\$5,587.14	\$5,737.14	\$5,837.14	\$5,887.14	\$5,937.14	\$5,987.14					
		Overtime	\$39.53	\$41.10	\$42.78	\$44.51	\$46.28	\$48.17	\$49.46	\$49.89	\$50.33	\$50.75	\$51.18	\$51.62				
Warehouse Worker/Delivery Drvr	26	Hourly	\$27.94	\$29.08	\$30.24	\$31.45	\$32.74	\$34.06	\$35.21	\$35.50	\$35.78	\$36.07	\$36.36					
		Daily	\$223.52	\$232.64	\$241.92	\$251.60	\$261.92	\$272.48	\$279.38	\$281.68	\$283.97	\$286.27	\$288.57	\$290.87				
		Monthly	\$4,861.56	\$5,059.92	\$5,261.76	\$5,472.30	\$5,696.76	\$5,926.44	\$6,076.44	\$6,126.44	\$6,176.44	\$6,226.44	\$6,276.44	\$6,326.44				
		Overtime	\$41.91	\$43.62	\$45.36	\$47.18	\$49.11	\$51.09	\$52.38	\$52.82	\$53.25	\$53.67	\$54.11	\$54.54				
Accounting Assistant	27	Hourly	\$28.52	\$29.67	\$30.85	\$32.11	\$33.40	\$34.75	\$35.61	\$35.90	\$36.19	\$36.47	\$36.76					
		Daily	\$228.16	\$237.36	\$246.80	\$256.88	\$267.20	\$278.00	\$284.90	\$287.20	\$289.49	\$291.79	\$294.09	\$296.39				
		Monthly	\$4,962.48	\$5,162.58	\$5,367.90	\$5,587.14	\$5,811.60	\$6,046.50	\$6,196.50	\$6,246.50	\$6,296.50	\$6,346.50	\$6,396.50	\$6,446.50				
		Overtime	\$42.78	\$44.51	\$46.28	\$48.17	\$50.10	\$52.13	\$53.42	\$53.85	\$54.29	\$54.71	\$55.14	\$55.58				

Longevity (monthly): Year 10 - \$150 Year 15 - \$200 Year 20 - \$250 Year 25 - \$300 Year 30 - \$350 Year 35 - \$400
 Night custodians receive an annual stipend of \$750.00



FRANKLIN-McKINLEY SCHOOL DISTRICT
Classified Employees Salary Pay Schedule (261)
Fiscal Year 2026-2027
(12 Month)

Title	Salary Range	STEP												Longevity Steps Only				
		1	2	3	4	5	6	10	15	20	25	30	35	Year	Year	Year		
Gardener II	28	Hourly	\$29.08	\$30.24	\$31.45	\$32.74	\$34.06	\$35.43	\$36.29	\$36.58	\$36.87	\$37.15	\$37.44	\$37.73				
	Daily	\$232.64	\$241.92	\$251.60	\$261.92	\$272.48	\$283.44	\$290.34	\$292.64	\$294.93	\$294.93	\$297.23	\$299.53	\$301.83				
	Monthly	\$5,059.92	\$5,261.76	\$5,472.30	\$5,696.76	\$5,926.44	\$6,164.82	\$6,314.82	\$6,364.82	\$6,414.82	\$6,464.82	\$6,514.82	\$6,564.82	\$6,564.82				
	Overtime	\$43.62	\$45.36	\$47.18	\$49.11	\$51.09	\$53.15	\$54.44	\$55.87	\$55.31	\$55.73	\$56.16	\$56.60	\$56.60				
Accounting Technician	29	Hourly	\$29.67	\$30.85	\$32.11	\$33.40	\$34.75	\$36.16	\$37.02	\$37.31	\$37.60	\$37.88	\$38.17	\$38.46				
	Daily	\$237.36	\$246.80	\$256.88	\$267.20	\$278.00	\$289.28	\$296.18	\$298.48	\$300.77	\$303.07	\$305.37	\$307.67	\$307.67				
	Monthly	\$5,162.58	\$5,367.90	\$5,587.14	\$5,811.60	\$6,046.50	\$6,291.84	\$6,441.84	\$6,491.84	\$6,541.84	\$6,591.84	\$6,641.84	\$6,691.84	\$6,691.84				
	Overtime	\$44.51	\$46.28	\$48.17	\$50.10	\$52.13	\$54.24	\$55.53	\$55.97	\$56.40	\$56.82	\$57.26	\$57.69	\$57.69				
Reprographic Specialist	32	Hourly	\$31.45	\$32.74	\$34.06	\$35.43	\$36.88	\$38.36	\$39.22	\$39.51	\$39.80	\$40.08	\$40.37	\$40.66				
	Daily	\$251.60	\$261.92	\$272.48	\$283.44	\$295.04	\$306.88	\$313.78	\$316.08	\$318.37	\$320.67	\$322.97	\$325.27	\$325.27				
	Monthly	\$5,472.30	\$5,696.76	\$5,926.44	\$6,164.82	\$6,417.12	\$6,674.64	\$6,824.64	\$6,874.64	\$6,924.64	\$6,974.64	\$7,024.64	\$7,074.64	\$7,074.64				
	Overtime	\$47.18	\$49.11	\$51.09	\$53.15	\$55.32	\$57.54	\$58.83	\$59.27	\$59.70	\$60.12	\$60.56	\$60.99	\$60.99				
Student Data Technician	33	Hourly	\$32.11	\$33.40	\$34.75	\$36.16	\$37.61	\$39.13	\$39.99	\$40.28	\$40.57	\$40.85	\$41.14	\$41.43				
	Daily	\$256.88	\$267.20	\$278.00	\$289.28	\$300.88	\$313.04	\$319.94	\$322.24	\$324.53	\$326.83	\$329.13	\$331.43	\$331.43				
	Monthly	\$5,587.14	\$5,811.60	\$6,046.50	\$6,291.84	\$6,544.14	\$6,808.62	\$6,958.62	\$7,008.62	\$7,058.62	\$7,108.62	\$7,158.62	\$7,208.62	\$7,208.62				
	Overtime	\$48.17	\$50.10	\$52.13	\$54.24	\$56.42	\$58.70	\$59.99	\$60.42	\$60.86	\$61.28	\$61.71	\$62.15	\$62.15				
Payroll Specialist; HR Technician	35	Hourly	\$33.42	\$34.75	\$36.15	\$37.59	\$39.09	\$40.66	\$41.52	\$41.81	\$42.10	\$42.38	\$42.67	\$42.96				
	Daily	\$267.36	\$278.00	\$289.20	\$300.72	\$312.72	\$325.28	\$332.18	\$334.48	\$336.77	\$339.07	\$341.37	\$343.67	\$343.67				
	Monthly	\$5,815.08	\$6,046.50	\$6,290.10	\$6,540.66	\$6,801.66	\$7,074.84	\$7,224.84	\$7,274.84	\$7,324.84	\$7,374.84	\$7,424.84	\$7,474.84	\$7,474.84				
	Overtime	\$50.13	\$52.13	\$54.23	\$56.39	\$58.64	\$60.99	\$62.28	\$62.72	\$63.15	\$63.57	\$64.01	\$64.44	\$64.44				

Longevity (monthly): Night custodians receive an annual stipend of \$750.00

Year 10 - \$150 Year 15 - \$200 Year 20 - \$250 Year 25 - \$300 Year 30 - \$350 Year 35 - \$400



FRANKLIN-McKINLEY SCHOOL DISTRICT
Classified Employees Salary Pay Schedule (261)
Fiscal Year 2026-2027
(12 Month)

Title	Salary Range	STEP										Longevity Steps Only				
		1	2	3	4	5	6	10	15	20	25	30	35			
Skilled Maintenance Worker	37	Hourly	\$34.75	\$36.16	\$37.61	\$39.13	\$40.72	\$42.36	\$43.22	\$43.51	\$43.80	\$44.08	\$44.37	\$44.66		
	Daily	\$278.00	\$289.28	\$300.88	\$313.04	\$325.76	\$338.88	\$345.78	\$348.08	\$348.08	\$350.37	\$352.67	\$354.97	\$357.27		
	Monthly	\$6,046.50	\$6,291.84	\$6,544.14	\$6,808.62	\$7,085.28	\$7,370.64	\$7,520.64	\$7,570.64	\$7,570.64	\$7,620.64	\$7,670.64	\$7,720.64	\$7,770.64		
	Overtime	\$52.13	\$54.24	\$56.42	\$58.70	\$61.08	\$63.54	\$64.83	\$65.27	\$65.70	\$66.12	\$66.56	\$66.99	\$67.43		
Executive Assistant	44	Hourly	\$39.97	\$41.56	\$43.23	\$44.97	\$46.75	\$48.62	\$49.48	\$49.77	\$50.06	\$50.34	\$50.63	\$50.92		
	Daily	\$319.76	\$332.48	\$345.84	\$359.76	\$374.00	\$388.96	\$395.86	\$398.16	\$398.16	\$400.45	\$402.75	\$405.05	\$407.35		
	Monthly	\$6,954.78	\$7,231.44	\$7,522.02	\$7,824.78	\$8,134.50	\$8,459.88	\$8,609.88	\$8,659.88	\$8,659.88	\$8,709.88	\$8,759.88	\$8,809.88	\$8,859.88		
	Overtime	\$59.96	\$62.34	\$64.85	\$67.46	\$70.13	\$72.93	\$74.22	\$74.66	\$75.09	\$75.51	\$75.95	\$76.38	\$76.81		
Mechanic	47	Hourly	\$42.39	\$44.09	\$45.86	\$47.70	\$49.59	\$51.57	\$52.43	\$52.72	\$53.01	\$53.29	\$53.58	\$53.87		
	Daily	\$339.12	\$352.72	\$366.88	\$381.60	\$396.72	\$412.56	\$419.46	\$421.76	\$421.76	\$424.05	\$426.35	\$428.65	\$430.95		
	Monthly	\$7,375.86	\$7,671.66	\$7,979.64	\$8,299.80	\$8,628.66	\$8,973.18	\$9,123.18	\$9,173.18	\$9,173.18	\$9,223.18	\$9,273.18	\$9,323.18	\$9,373.18		
	Overtime	\$63.59	\$66.14	\$68.79	\$71.55	\$74.39	\$77.36	\$78.65	\$79.08	\$79.52	\$79.94	\$80.37	\$80.81	\$81.24		
Accountant Computer Technician	49	Hourly	\$44.07	\$45.88	\$47.73	\$49.62	\$51.64	\$53.71	\$54.57	\$54.86	\$55.15	\$55.43	\$55.72	\$56.01		
	Daily	\$352.56	\$367.04	\$381.84	\$396.96	\$413.12	\$429.68	\$436.58	\$438.88	\$438.88	\$441.17	\$443.47	\$445.77	\$448.07		
	Monthly	\$7,668.18	\$7,983.12	\$8,305.02	\$8,633.88	\$8,985.36	\$9,345.54	\$9,495.54	\$9,545.54	\$9,545.54	\$9,595.54	\$9,645.54	\$9,695.54	\$9,745.54		
	Overtime	\$66.11	\$68.82	\$71.60	\$74.43	\$77.46	\$80.57	\$81.86	\$82.29	\$82.73	\$83.15	\$83.58	\$84.01	\$84.44		

APPROVED
NOV 18 2025
 By:

FRANKLIN-McKINLEY SCHOOL DISTRICT
Classified Substitute Hourly Pay Schedule
Fiscal Year 2026-2027

Position Description	Salary Range	STEP 1
Food Service Assistant	12	\$21.19
Para-Educator Community Assistant	17	\$23.40
Para-Educator-Bilingual Para-Educator-Special Ed Health Assistant School Office Assistant	19	\$24.33
Secretary I Reprographics Technician I Transportation Clerk	21	\$25.31
Food Service Lead Library/Media Assistant	22	\$25.83
Computer Technician Assistant Reprographics Technician II Curriculum Technician Technology Assistant Campus Monitor	23	\$26.35
Van Driver Warehouse Worker/Delivery Driver Custodian Gardener I	26	\$27.94
Accounting Assistant Behavior Therapist Bus Driver	27	\$28.52
Purchasing Technician District Liaison Gardener II	28	\$29.08
Secretary II SMAA Technician Accounting Technician	29	\$29.67
Reprographics Specialist SLS Specialist Administrative Assistant	32	\$31.45
Student Data Technician	33	\$32.11
Payroll Specialist HR Technician Dispatcher Bus Driver Trainer Accounting Specialist	35	\$33.42
Skilled Maintenance Worker Warehouse Operations Specialist Student Information System Spec. Buyer	37	\$34.75
Executive Assistant	44	\$39.97
Mechanic	47	\$42.39
Accountant Computer Technician	49	\$44.07
Network Systems Technician	54	\$48.48

Increase: 2.24%



Effective 7/1/26

FRANKLIN-McKINLEY SCHOOL DISTRICT
Fiscal year 2024-2025

Position Description	Current Rate
Noon Duty Supervisor	\$17.95
Baby Sitting	\$40.00
Substitute Translator	\$26.82

Board Approved: January 14, 2025

Effective: January 1, 2025



Signature Page

This Agreement has been properly ratified and/or approved by the California School Employees' Association, Chapter #502, and the Franklin-McKinley School District with the date of the District Governing Board's ratification being June 25, 2024.

Vanessa Fonseca 7/25/2024

Vanessa Fonseca
California School Employees' Association

George Kleidon 7/25/2024

George Kleidon
Assistant Superintendent, Human Resources