FRANKLIN-McKINLEY

EDUCATION ASSOCIATION

AND

FRANKLIN-McKINLEY SCHOOL DISTRICT

AGREEMENT

July 1, 2024 – June 30, 2027

TA BOARD APPROVED 05.26.2026

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ARTICLE I: 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" or “FMSD”) and the Franklin-McKinley Education Association/CTA/NEA ("Association" or “FMEA”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3, 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 remain in full force and effect and shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027. Negotiations shall be closed for the term of this Agreement except, upon request of the Board of Directors of FMEA. The Assistant Superintendent for Human Resources of the District shall meet with the said Board or their designated representative(s) within ten (10) days to discuss any issues or concerns and the reopening by mutual agreement of specific sections or articles within this Agreement.

1.2 Recognition

The District hereby recognizes the Association as exclusive representative for the unit of employees recognized by the District per its resolution dated July 21, 1976, and as mutually modified, as follows:

Classroom Teachers
Teachers on Special Assignment
Counselors
Librarians
Music Teachers
Nurses
Psychologists
Special Day Class Teachers
Speech and Language Pathologists
Resource Specialists
Adapted Physical Education Teachers
Social Workers

Specifically excluded from recognition are those employees who are management, supervisory or confidential employees and employees who are in the following classifications:

Substitute Teachers
Long-term Substitute Teachers

ARTICLE II: DEFINITIONS

2.1 For the purpose of this Agreement, and to maintain gender neutrality the terms they, them and theirs shall refer to all personnel covered by this Agreement.

2.2 A "Part-time Unit Member" is a unit member who is assigned to their position less than full time.

2.3 "Days" means any day when the District Service Center is open. For the purpose of filing and processing grievances the District Service Center shall be considered closed during the fall, winter, and spring breaks. When counting days, day one is the following workday.

2.4 "Inservice Meetings" are those activities scheduled for the total school staff by the administration, which are designed to improve teacher competency.

2.5 An "Opening" is an unfilled bargaining unit position.

2.5.1 A "Position" shall include title and location, with grade level, and subject area as appropriate.

2.6 "Assignment" is the placement of a unit member in a specific position.

2.7 “Reassignment” is the placement of a unit member in a different position.

2.8 A "Transfer" is the placement of a unit member in a specific position at a different site.

2.9 "Employee-requested Transfer or Reassignment" means a transfer or reassignment, which is employee requested.

2.10 "Administrative Transfer or Reassignment" is a transfer or reassignment initiated and effected at the discretion of the District.

2.11 “Grade-level Changes" is the placement of a unit member in a different grade level.

2.12 "Emergency" means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action beyond the control of the administration. Routine bus scheduling is excluded from this definition of emergency.

2.13 A "Complaint" is a verbal or written accusation of professional misconduct, illegal activity or other wrongdoing.

2.14 "Adjunct Duties" means other non-instructional duties.

2.15 "Assessment" is the act or process of gathering data or information for the purpose of appraising the level of achievement.

2.16 "Evaluation" is the process of making considered judgments concerning the degree of accomplishments of stated purposes.

2.17 "Evaluator" is an administrator designated by the District who is responsible for carrying out the evaluation process.

2.18 "Evaluatee" is the person whose performance is being evaluated.

2.19 "Goal" means a statement of broad direction or intent, which is generalized and timeless and is not concerned with a particular achievement within a specified time period.

2.20 "Objective" means a measurable performance stated in behavioral terms specifying criteria for attainment.

2.21 "Reemploy with Qualifications" means continued employment is conditional upon correction of specified areas needing improvement.

2.22 A "Grievance" (Article X) is a written allegation by the grievant that there has been a violation, misinterpretation, or misapplication of the specific provision(s) of this 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:

1. Any proceeding for the dismissal of a probationary or permanent unit member.

2. Any proceeding for the layoff of a probationary or permanent unit member.

3. Any attempt to alter or change the provisions of the agreement by filing a grievance.

4. The evaluation of members of the unit, except of the violation of procedural matters.

2.23 A "Grievant" may be one or more employees of the unit alleging a grievance or the Association alleging a violation of its rights as contained in Article XII, Organizational Security; Article XIII, Negotiation Procedures; and Article XIV, Association Rights.

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

2.25 "Representative of the Grievant" is a person chosen by the Association to represent the grievant.

2.26 "Elementary Combination Class" is a class comprised of students from more than one (1) grade level in grades K-6.

2.27 "Traditional School" refers to a school in which all students attend school on a ten (10) month basis from September to June.

2.28 "School Year" means the total number of days between July 1st of one (1) calendar year and June 30th of the next calendar year.

2.29 “Per Diem Rate” is a unit member's annual base salary, divided by the number of regular workdays.

2.30 “Qualified Inspector” is a person with experience and/or job responsibilities in the area of the specific hazardous condition or a person with specific licensing or training to provide the specific, required inspection.

2.31 “Domestic Partner” is a registered domestic partner or as otherwise defined by the insurance carrier.

2.32 “Staff Meetings” are directed by the site administrator for the purpose of managing the site and curriculum. Staff meetings also include grade level or collaboration meetings. The site administrator has the sole discretion to determine the agenda and the manner in which items are added to or removed from the agenda. The site administrator also has the sole discretion to determine how staff meetings are scheduled and run. Staff meetings are generally held on Tuesday but may also be held at other times within the sole discretion of the site administrator.

ARTICLE III: COMPENSATION

3.1 Salaries

Effective July 1, 2026, the salary schedule shall be increased by 1.25% (one and one quarter percent).

The certificated salary schedule, exclusive of Psychologists, Speech and Language Pathologists and Nurses shall be as indicated in Appendix G-1, and the salary schedule for Psychologists, Speech and Language Pathologists and Nurses shall be as indicated in Appendix G-2.

3.1.1 For the 2026-2027 fiscal year compensation (Article 3) shall be reopened for negotiations. Each party shall have the right to reopen one additional contract article of their choice for the 2026-2027 reopener negotiations.

3.1.2 The certificated salary schedules referenced above are based upon a one hundred eighty-four (184) work day/work year. The Psychologists, Speech and Language Pathologist, and Nurses schedule is based upon a one hundred ninety-four (194) work day/work year. Any additional District-required work days as part of a unit member's regular contract assignment shall be compensated at a per diem rate calculated upon base salary.

3.1.3 A salary schedule shall be distributed to each unit member within thirty (30) days of each salary adjustment.

3.1.4 Unit members who accompany students on outdoor-education overnight trips shall receive a stipend or materials allowance of Two hundred dollars ($200.00) per day.

3.1.5 Any unit member who possesses a Santa Clara County Office of Education registered Special Authorization in Bilingual Cross-Cultural Competence or Bilingual Cross-Cultural Language and Academic Development shall receive a one-time off-salary-schedule bonus of two thousand dollars ($2,000.00) following eligibility after July 1, 2022.

3.1.6 A part-time unit member shall receive pro-rata pay based on the salary schedules set forth in Appendix G.

3.1.7 In case of a late pay warrant, and upon request, the District shall furnish the unit member with a cash advance check.

3.1.8 Newly employed unit members on the certificated salary schedule are limited to a maximum of twelve (12) years

previous teaching experience at the time of employment. Credit for previous teaching experience shall be granted when properly documented and verified. Any unit member placed below the 12-year level shall move to the next year's salary level following their first year of employment so long as they worked at least 75% of the days school was in session. Any new unit member who has earned a teaching credential and bachelor's degree shall be placed on the salary schedule in the column BA+30.

3.1.8.1 Outside experience must have been earned from performance of duties which meet the following criteria:

1. duties were completed while working in a school or institution while in possession of a valid teaching credential which is being used to apply for the FMSD position and;

2. the experience was within a Pre-K-12 assignment.

3.1.9 A unit member must have served in a full-time assignment while under contract for at least seventy-five percent (75%) of the days school was in session (twelve [12] month school year calendar) in order to have the year count as a year of experience for salary purposes. A unit member serving less than seventy-five percent (75%) of the days school was in session shall be allowed to compute the seventy-five percent (75%) requirement for salary purposes over a two (2) consecutive year period. When the unit member's aggregate over the two (2) years equals seventy-five percent (75%) of the days school is to be in session during a school year, the unit member shall be granted credit for a year of experience for salary purposes beginning the following school year.

3.1.10 College Units/Earned Degrees

Incentive increments are added for earned degrees beyond the B.A. degree and increments are also awarded for specific numbers of semester units earned after the B.A. has been granted.

3.1.10.1 All units offered to meet the requirements for Columns II, III, IV, and V must be completed through an accredited institution which grants the B.A., B.S., or B.E. degrees; or at District-sponsored workshops or community colleges when pre-approved by Assistant Superintendent for Human Resources.

a. Normally, all work submitted for salary class advancement must carry upper division or graduate

credit earned in an accredited four (4) year college or university. Some lower division courses may be related to the unit member's assignment, e.g., art for primary teachers, conversational Spanish; however, prior approval for salary credit for such courses must be obtained through the Human Resources Office or the Superintendent.

3.1.10.2 All credit shall be evaluated in semester units. (A quarter unit equals two-thirds [2/3] of one [1] semester unit.) Unit requirements for Columns II, III, IV and V must be completed after the B.A. has been granted.

3.1.10.3 In order for a salary class change to be made or a professional growth increment requirement to be satisfied for a school year, an official transcript of work completed by September 1 must be on file in the Human Resources Office on or before the last Friday in October.

3.1.10.4 All grade cards must be submitted immediately upon completion of a course, to be returned upon receipt of a complete transcript. A grade of "C" (average) or better in any approved course is required for credit on the salary schedule. If no letter grade is indicated, a "P" or "+" shall meet course grade requirements.

3.1.10.5 Unit members shall be given credit for a maximum of two (2) masters degrees, provided the major coursework for each degree is exclusive of the other.

3.1.10.6 "Career increments" are compensation amounts, which recognize a unit member's service with the Franklin-McKinley School District.

3.1.11 Travel Credit

3.1.11.1 Travel credit shall be granted as means of improving skills and knowledge of unit members as certificated employees of the District.

3.1.11.2 All inquiries, requests for, and evaluations related to travel credit shall be conducted by the Travel Credit Committee. Recommendations shall be made to the Assistant Superintendent for Human Resources and units recorded by the Human Resources Office.

3.1.11.3 Upon approval of the Committee, unit members shall receive credit for approved travel.

3.1.11.4 Travel Credit Committee

The Travel Credit Committee shall be composed of the following persons:

a. District office administrator as chairperson;

b. One (1) building level administrator appointed by the Superintendent or designee; and

c. Two (2) non-administrative certificated employees selected by the Association. A unit employee who has submitted a request for travel credit cannot serve as a member of the Travel Credit Committee.

3.1.11.5 Application for Travel Credit

An applicant shall submit an Application for Travel Credit/Itinerary no later than May 1st for travel during June through November and October 1st for travel during December through May. A minimum of 13 days of consecutive travel shall occur in order to receive travel credit.

3.1.11.6 The Travel Credit Committee shall review each application to determine whether the proposed trip merits the awarding of preliminary travel credit, pending later receipt of the Travel Report. Applicants shall be notified in writing of the decision of the Travel Credit Committee prior to departure.

3.1.11.7 On or before September 20th, a unit member shall file a Travel Report, giving evidence to the Travel Credit Committee that the program of travel has been carried out. The following requirements must be met at this time:

a. The applicant shall have written, typed, and submitted an explanatory essay or detailed outline, which demonstrates a standard of professional caliber. The outline or essay must also be supplemented by material of the applicant's choice or preference, such as slides, film, scrapbook, coin collection, or similar materials.

b. The applicant shall be prepared and willing to serve as a resource person, either through the lending of personal materials or services for a period not to exceed two (2) years.

c. The applicant shall submit proof of travel such as transportation or lodging receipts.

d. A unit member denied travel credit may resubmit the Travel Report within two (2) weeks of the original denial.

3.1.11.8 Credit for Travel

Credit for Travel shall be granted in the form of units for professional growth. Such credit shall be considered the equivalent of college units earned on a semester basis and shall allow advancement on the salary schedule not to exceed six (6) of the fifteen (15) units.

3.1.11.9 The number of travel units shall be awarded on the following basis:

a. Travel within the Continental United States - up to one (1) unit for each two (2) weeks of travel.

b. Travel outside the United States (Hawaii and Alaska included) - up to one (1) unit for each week of travel.

3.1.11.10 Unacceptable Travel Credit

A unit member cannot travel in connection with outside employment or a program where the unit member received pay or expenses for travel. Travel cannot be done in connection with a college or university travel course where credit is granted.

3.1.11.11 By October 10, the Travel Credit Committee, through the Human Resources Office, shall notify each applicant in writing regarding the credit allowed.

3.2 Fringe Benefits

The District provides fringe benefits to unit members and their dependents as set forth below. The District also provides fringe benefits to domestic partners of unit members, subject to the requirements, verification, etc. of the

benefit carriers.

3.2.1 The District shall pay the premium cost for dental and vision coverage for full-time unit members, and their dependents.

3.2.2 Commencing January 1, 2027, the District agrees to provide eligible unit members with an increased benefit contribution equal to 95% of the cost of each Kaiser plan offered by the District. This contribution shall be prorated for part-time unit members.
For all unit members who, as of January 1, 2027 choose to enroll in a non-Kaiser plan, the District shall maintain their contribution at the current rate and shall pay any premium increase up to eight percent (8%) until the District contribution reaches 95% of the cost of that non-Kaiser plan.

3.2.3 A part-time unit member shall receive pro-rata fringe benefits with the option to receive full insurance coverage upon reimbursement to the District subject to conditions stipulated by the carrier.

3.2.4 If a unit member dies while in the employment of the District, dependent survivors shall continue to receive the health and dental benefits of the deceased for the remainder of the school year.

3.2.5 Retirees shall be permitted to remain on District-paid health plans of their choice at their own expense, if the carrier so provides. This provision is non-grievable.

3.2.6 The District shall make available to the Association financial reports on VSP and Delta Dental usage so that the Association is made aware of claims experience under the administrative funding model. The District shall maintain separate accounts for VSP premiums and expenses and for Delta Dental premiums and expenses.

3.2.7 The District and Association shall enter into an agreement to provide the IRS Section 125 Plan option for unit members. Offering the IRS Section 125 Plan option shall not affect the existing fringe benefits nor be considered a cafeteria plan. Contributions to the IRS Section 125 Plan shall be limited to unit member's share of medical premiums, eligible insurance programs, unreimbursed medical costs and dependent care at the option of the unit member.

3.2.8 The District and the Association shall work together on a joint Health Benefits Committee that works closely with the District's insurance consultant and/or other health care

providers. This joint Health Benefits Committee shall consist of up to three FMEA representatives, up to three CSEA representatives (if agreed to by CSEA) and up to three District representatives in addition to the Deputy Superintendent of Business Services and the Director of Fiscal Services. This Committee shall explore cost containment options available to the District.

3.3 Substitute Teaching – Retired FMSD Teachers

A retired FMSD teacher shall receive the long-term substitute rate of two hundred eighty-five ($285) dollars per day for subbing.

3.4 Extra Pay

3.4.1 Hourly pay for extra duty rate shall be paid for services rendered beyond the workday, subject to the following:

a. Such services must have been assigned/required and pre-approved by the employee's immediate supervisor.

b. Such services include, but are not limited to the following types of activities: extended day service, after-school tutoring, homework centers, GATE teachers, inservices, workshops, curriculum development, grant application writing, proposal writing, and preparation time for workshop presenters.

c. The hourly pay for extra duty rate shall be fifty-two dollars ($52.00).

3.4.2 Unit members who plan and present a training at the district or site level and prepare for that training outside of the contractual workday shall be compensated for up to 2 hours of planning time for each hour of content being presented at the hourly pay for extra duty rate. If the training is held outside of the contractual workday, the unit member shall be compensated for the actual presentation time at the hourly pay for extra duty rate at time and a half (1.5).

3.5 Master's and National Board Certification Incentives:

3.5.1 First Master's Incentive Increment: one thousand eight hundred and fifty dollars ($1,850).

3.5.2 Second Master's Incentive Increment: two thousand ($2,000).

3.5.3 Doctorate Incentive Increment: two thousand dollars ($2,000).

3.5.4 National Board Certification two thousand dollars ($2,000) per year up to 10 years with a 5 year certification review.

3.6 Extra pay for coverage of split classes

When classes are split between two (2) or more unit members, said unit members shall split two hundred eighty-five dollars ($285).

3.6.1 In the event of a Para-Educator absence, a substitute Para-Educator must be provided in situations where absences are in excess of 3 consecutive days, or 5 days in any one month period of time. However, if a substitute Para-Educator is not available and there are no additional Para-Educators assigned to the class, then the teacher to whom that Para-Educator is assigned will be compensated at forty dollars ($40) per day.

3.7 Effective July 1, 2023 the following stipends shall be paid for performance of the duties listed below:

a. Middle School intramural or interscholastic extracurricular sports coaches: one thousand five-hundred ($1,500) per season per sport.

b. K-8 intramural or interscholastic extracurricular sports coaches: four hundred dollars ($400) per sport.

c. Middle School Athletic Director: two thousand dollars ($2,000) per year.

3.8 Middle school counselors who are required to substitute in classrooms shall be compensated the hourly rate per class they are asked to substitute.

3.9 Beginning school year 2023-24, all longevity stipends will be increased by one hundred dollars ($100).

ARTICLE IV: HOURS OF EMPLOYMENT

4.1 While it is recognized that the unit member's work day extends beyond the time spent at the school or department, the usual on-site work day shall be seven and one-half (7 1/2) hours, inclusive of a duty-free lunch period of at least thirty (30) minutes.

4.1.1 Upon request of the Association or the District, a Review Group shall meet to consider any concerns arising from this Article. Issues may include, but are not limited to, a reasonable extension of the number of hours beyond the seven and one-half (7 ½) hour work day; administrator-required meetings; shortened days for teacher-directed activities; et cetera.

4.1.1.1 The Review Group shall be convened as necessary within ten (10) days and shall include two (2) FMEA appointees and two (2) District appointees. The Review Group shall resolve concerns in a timely manner.

4.2 Preparation Time

4.2.1 All General Education seventh and eighth grade teachers shall be granted a daily period in which they are to plan and perform duties directly related to the school and instructional responsibilities they have been assigned. K-8 schools will be provided an additional teacher to provide assistance to the 7-8 program. This period shall not include student supervision. In the event of an emergency, when no substitute is available, the principal may require that a teacher provide coverage of another class during his/her preparation period. Such requirement shall be equitably distributed among unit members in any given preparation period. Pursuant to this provision, no unit member shall be required to provide coverage more than three (3) times in any school year. Consideration in this requirement shall be given to preparation needs of unit members. For all coverage beyond three (3) preparation periods, the unit member shall be paid at the hourly–rate as specified in Article 3.4. Events which have been previously scheduled including, but not limited to, state-wide testing and co-curricular activities, do not constitute an emergency.

4.2.2 T-K through sixth grade teachers shall be provided with a daily teacher directed thirty (30) minute preparation period prior to the start of the instructional day, except when assigned yard duty, bus or other student supervision duties.

4.2.3 All T-K-6/T-K-8 RSP and A.P.E. teachers, and all Speech and Language Pathologists shall have the equivalent of one work day per week, student free, to carry out their responsibilities to the educational program being provided to their students. A flexible plan will be submitted to the immediate supervisor for approval within the first ten instructional days on an annual basis.

4.2.4 All T-K-6/T-K-8 SDC teachers including preschool shall have four sub days per year for the purpose of testing and completing IEPs. These sub days must be approved by the site administrator in advance. If no substitute is available, the unit member shall be paid the hourly rate pursuant to Article 3.4.1 (c).

4.2.5 All Middle School RSP and SDC teachers shall have two prep periods a day to carry out their responsibilities to the educational program being provided to their students, with the exception of Life Skills class at the middle schools which shall have one preparation period. The Life Skills teacher shall be paid per diem on a pro-rata basis in lieu of the second prep period.

4.2.6 During the time Pre-K/T-K/Kindergarten is in session, any non-instructional portion of the Pre-K/T-K/Kindergarten teacher's workday shall be spent on the Pre-K/T-K/Kindergarten program.

4.3 Seventh and eighth grade teachers at middle schools shall provide two hundred fifty (250) minutes of direct classroom instruction daily to students in addition to activity period responsibilities. A middle school activity period is a thirty (30) minute period in addition to the two hundred fifty (250) minutes of direct classroom instruction. The decision of when the activity period will occur shall be mutually determined between the teachers and the site administrator. Where consensus is not reached the issue shall be referred to the Assistant Superintendent of Educational Services for the final decision. During middle school activity periods, each unit member shall be responsible for direct student contact as approved by the principal. Such activities may include but shall not be limited to sponsorship of clubs, student organizations, or student tutoring.

4.4 No unit member shall be assigned a yard duty longer than 15 minutes. No unit member shall be assigned more than an average of 5 duties a week. Duties shall be distributed equitably amongst staff.

4.5 On days when unit members are scheduled to work but the pupils are not scheduled to be present, on days of an emergency release of pupils or on minimum or rescheduled days, the work day shall be the same as

if pupils were present for an entire instructional day. A shorter day may be authorized by the Superintendent or designee.

4.5.1 During parent conference weeks, time not spent on parent/teacher conferences after the student dismissal shall be teacher directed. Time spent on parent/teacher conferences includes conferences scheduled individually between a parent and teacher, conferences scheduled between parents and multiple teachers and any other group or coordinated conferences. During these conferences and weeks that include Back to School Night and Open House, unit members shall only be required to be on site a total of thirty-seven and one-half (37.5) hours a week.

4.6 Effective July 1, 2025, the basic work year for unit members shall consist of one hundred eighty-four (184) work days and one hundred ninety-four (194) work days for counselors, psychologists, Speech and Language Pathologist, nurses, and social workers. Any additional District-required workdays, beyond a unit member's basic work year, shall be compensated at their per diem rate calculated upon base salary.

Assigned work days shall be determined by the District and shall not include the following:

Independence Day	Labor Day
Veteran's Day	Thanksgiving Day and Day After
Christmas Day	New Year's Day
Martin Luther King, Jr. Day	Memorial Day
Presidents' Day	Day after Easter Sunday
Juneteenth	

4.6.1 The number of yearly instructional minutes for each child shall meet the minimum requirements of the California Education Code as follows:

TK/Kindergarten:	36,000 minutes
Grades 1-3:	50,400 minutes
Grades 4-8:	54,000 minutes

4.6.1.1 Unit members at each site shall form a joint committee with the site administrator to prepare a plan for providing the daily instructional minutes. The plan for instructional minutes shall be presented to the local staff. Should the staff be unable to reach agreement through a majority vote, the issue shall be referred to the Assistant Superintendent of Educational Services for a final decision.

4.6.1.2 The plan shall include up to four (4) minimum days per year for District use.

4.6.1.3 The plan will allow for adjusted days of which the District shall designate, on an annual basis. The schedule of adjusted days shall rotate on an alternating basis from administratively directed to teacher directed and shall not include the adjusted weeks for parent conferences. Teacher directed days shall be used exclusively for teachers to plan and perform duties directly related to the school and their instructional responsibilities which will increase student achievement. Minimum days shall not be scheduled on teacher directed adjusted days. All schools shall be on the same rotating adjusted day calendar.

4.6.1.4 School sites will post the calendar/schedule of adjusted days prior to the start of the school year.

4.6.1.5 Fall parent conference shall take place within a District designated three (3) week window, unless an alternate week is requested by the site administrator and approved by the Assistant Superintendent of Ed. Services or designee. Fall and spring parent conference weeks are considered neutral weeks for the adjusted days calendar. The process in 4.6.1.1, will determine which week shall be the conference week and which of the remaining two weeks will be teacher and admin. directed. The schedule is subject to approval by the Assistant Superintendent of Ed. Services or designee.

4.7 The unit member's site administrator may approve a unit member's absence during the non-instructional work period for attendance at District-approved college or university course work. Such absence shall require prior approval by the on-site administrator. The time must be made up at a time mutually agreeable to the on-site administrator and the unit member.

4.8 **Staff Meetings**

There will be a maximum of seventeen (17) administrator-required general staff meetings a year. Such meetings shall begin within 15 minutes after students are dismissed and shall not last more than one hour.

4.8.1 Staff meetings are directed by the site administrator for the purpose of managing the site and curriculum. The definition of 'Staff Meetings' also includes grade level or collaboration meetings held on Tuesdays only. The site administrator has the

sole discretion to determine the agenda and the manner in which items are added to or removed from the agenda. Staff meetings are held on Tuesdays, but may be held at other times in case of an unusual circumstance. The site administrator also has the sole discretion to determine how staff meetings are scheduled and run. Except for extenuating circumstances, the topic(s) for the staff meeting shall be shared at least twenty four (24) hours prior to the meeting.

4.9 Adjunct Duties

4.9.1 The District may require each unit member to participate in up to twenty (20) hours of professional/adjunct activities and duties beyond the end of the regular work day. Unit members may voluntarily agree to exceed the twenty (20) hours. Each adjunct duty shall have a posted estimation of time required. One (1) hour of work equals one (1) hour of adjunct duty. Teachers whose assignment includes a combination class shall have ten (10) hours of adjunct duty. SDC and RSP teachers will complete their twenty (20) hour requirement for adjunct duty by doing ten (10) hours of adjunct duty and applying ten (10) hours to IEPs. Speech and Language Pathologists, A.P.E.'s and Psychologists shall not be required to participate in adjunct duties as required by this section; however, they have the option to voluntarily participate in adjunct duties.

4.9.2 At the beginning of the school year, the principal will hold a meeting with staff to discuss the adjunct duties and shall consider the input from staff in determining the list of adjunct duties. Unit members shall be given a list of adjunct duties for which they can sign up. In the event a unit member does not sign up for twenty (20) hours of adjunct duties, such duties may be assigned to the unit member by the principal.

4.10 The following duties are included as part of the member's professional responsibilities, regardless of whether they occur during the regular work day: Parent-Teacher Conferences, Back to School Night, and Open House.

4.11 All classroom teachers shall have a minimum of one (1) day and two hours (1 day plus 2 hours) of preparation time in their classroom prior to the start of the school year.

4.12 The special nature of the multiple school assignments of non-classroom personnel such as Nurses, Adapted Physical Education Teachers, Psychologists and Speech and Language Pathologists shall be taken into consideration when scheduling IEP SST meetings so that they shall not be required to work beyond the seven and one-half (7 ½) hour work day whenever practicable.

4.13 If a District training held on a District professional development day is not relevant to a teacher's area of specialization, this time will be used for District-approved collaboration and/or other District approved professional development. Questions regarding whether District sponsored workshops are relevant to an assignment shall be resolved within the sole discretion of the site administrator.

4.13.1 The District and FMEA will collaborate to develop a survey to seek input from teachers in regard to professional development activities to be offered for the subsequent school year. Survey results will be jointly reviewed by the District and FMEA.

4.14 A full-day substitute shall be provided for any unit member who is assigned to a classroom full-time and is assigned by the site administrator in their absence to perform duties as an administrator designee.

4.14.1 If the teacher requests a substitute, and no substitute is found to cover their class, the unit member shall be compensated their hourly rate pursuant to Article 3.4.1 (c) if the teacher is required to perform administrator duties.

4.15 Librarians may elect to work up to four (4) days during the summer recess instead of four (4) regularly scheduled work days during the school year, subject to approval by the site administrator.

4.16 7^{th} and 8^{th} grade ELA teachers will be compensated for 1 hour per assessment window to score, calibrate, and collaborate on District writing assessments.

ARTICLE V LEAVES

5.1 Bereavement Leave

Unit members shall be entitled to bereavement leave, or five (5) days because of a death in the immediate family. "Immediate family" is defined as brother, sister, father, step-father, mother, step-mother, husband, wife, child (including step-child), grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, mother-in-law, father-in-law, any person living in the immediate household of the unit member, including a registered domestic partner, any person claimed as a dependent by the unit member, or a case where the unit member's relationship is significantly close, or where the unit member's presence is required or necessary as determined by the Superintendent or designee. When used, this leave shall be in addition to all other leaves.

Under extenuating circumstances, the Superintendent or designee may extend the leave to a maximum of five (5) days.

Up to seven (7) additional days of leave may be granted under personal necessity leave.

5.2 Pregnancy Disability Leave (California Government Code section 12945)

Eligible unit members are entitled to take Pregnancy Disability Leave consistent with the requirements of California Government Code section 12945. The length of Pregnancy Disability Leave is designated by the employee's treating physician. Typical Pregnancy Disability Leave periods are six (6) weeks for a normal pregnancy and delivery and eight (8) weeks for a cesarean delivery. However, employees may be eligible for up to four (4) months of Pregnancy Disability Leave if they are temporarily disabled due to pregnancy, childbirth and recovery therefrom as verified by the employee's treating physician. Periods of leave may be totaled in computing the four months. Pregnancy Disability Leave is unpaid. Employees are also eligible for unpaid Family and Medical Leave Act (FMLA) leave while disabled due to pregnancy, childbirth and recovery therefrom. FMLA leave runs concurrently with Pregnancy Disability Leave.

District employees may be eligible to receive compensation while on Pregnancy Disability Leave first from accumulated sick leave and second from differential sick leave if they qualify for such leaves in accordance with Section 5.4 of this Contract and Section 44977 and 44977.5 of the California Education Code.

Employees who are disabled for longer than the maximum four months provided under Pregnancy Disability Leave may still be eligible for differential sick leave under Section 5.4 of the contract and Section 44977 and 44977.5 of the California Education Code.

5.2.1 Adoption/Placement of a Foster Child/Paternity Leave

Unit members are entitled to up to three (3) days adoption/placement of a foster child/paternity leave without loss of pay. When used, this leave shall be in addition to all other leaves.

5.3 Parental Leave

The District provides unit members with parental leave pursuant to Education Code section 44977.5. A copy of the Education Code section is attached as Appendix J.

5.3.1 Per California Family Rights Act (CFRA), unit members may request additional time for purposes of Parental Leave.

5.4 Reproductive Healthcare and End of Pregnancy Leave shall be provided as specified in District policy/regulations and the law.

5.5 Personal Necessity Leave

Unit members may use up to seven (7) days per year of accumulated sick leave for personal necessity leave. Personal necessity leave shall not require a statement of reason.

5.5.1 Observance of a Religious Holiday

5.5.1.1 A unit member may use up to seven (7) days of personal necessity leave for observance of religious holidays.

5.5.1.2 Independent of 5.4.1.1 above, a unit member may be absent up to three (3) days to observe a religious holiday(s). In order to be absent under this provision, the unit member must give five (5) days advance notice to the Assistant Superintendent for Human Resources and agree to provide an equal number of days service on a date(s) mutually agreed between the unit member and the Assistant Superintendent for Human Resources. In the event the unit member does not provide service as mutually agreed by June 30 of that school year, there shall be a per diem deduction(s) for the day(s) originally absent.

5.6 Sick Leave

Each unit member shall be granted sick leave at the rate of ten (10) days for the standard work year for that position. This sick leave shall be cumulative without limit.

5.6.1 A regular unit member working more or less than the standard work year for their position shall receive prorated sick leave based upon the standard work year for that position.

5.6.2 In the event of illness/injury, the unit member shall utilize sick leave in the following order:

5.6.2.1 Use balance of current year's sick leave

5.6.2.2 Use other accumulated sick leave

5.6.2.3 If absence extends beyond accumulated sick leave and is less than or equal to one hundred (100) days following expiration of the current year's sick leave, the unit member shall receive the difference between their pay and the amount paid to a short-term substitute, or if no short-term substitute employee was employed, the amount which would have been paid to the short-term substitute had a substitute been employed. The differential pay shall extend for a maximum of one hundred (100) days beginning with the expiration of the current year's sick leave. The employee's health and welfare program shall remain in effect during this period of injury.

5.6.2.4 Illness/injury, the unit member may be required to provide to the Assistant Superintendent for Human Resources a written statement from a physician certifying the nature of the illness/injury. At reasonable intervals thereafter, the District may require from the unit member additional written statements by a physician certifying to the continuing nature of the injury.

5.7 Catastrophic Leave Bank

5.7.1 Definitions

5.7.1.1 "Catastrophic illness or injury" means any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the unit member’s family, which incapacity requires the unit member to take time off from work for an extended

period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off. Examples of catastrophic illness or injury include, but are not limited to: cancer, heart attacks or strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

5.7.1.2 “Day,” for the purposes of this Article, means any day a unit member is expected to be on duty as determined by the terms of this Agreement.

5.7.1.3 "Family member" shall be defined as spouse, registered domestic partner, parent, or child.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

5.7.1.4 "Eligible leave credits" means sick leave accrued to the donating employee.

5.7.2 Eligibility and Contributions

5.7.2.1 Unit members on active duty with the District who have a minimum of ten (10) days of accrued sick leave are eligible to contribute to the Catastrophic Leave Bank.

5.7.2.2 Participation is voluntary. Only contributors will be permitted to withdraw from the Bank.

5.7.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the following year's open enrollment period to join and are not eligible to withdraw from the Bank until they are enrolled.

5.7.2.4 The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

5.7.2.5 Cancellation occurs automatically whenever a unit member is unable to make their annual contribution.

Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned upon cancellation.

5.7.2.6 Contributions shall be made between July 1 and October 1 of each year. Eligible unit members returning from extended leave, which included the enrollment period, and eligible new hires are permitted to contribute within 30 calendar days of resuming or beginning work.

5.7.2.7 The rate of contribution by each participating unit member shall be limited to one (1) day of sick leave every other year. Contributions are irrevocable.

5.7.2.8 Part-time unit members may contribute and use catastrophic leave on a pro-rata basis.

5.7.3 Withdrawal from the Bank

5.7.3.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.

5.7.3.2 Unit members must use all sick leave, but not differential leave, available to them before being eligible for a withdrawal from the Bank. Participants who are approved and who have exhausted all accrued sick leave are entitled to supplement their differential leave with Catastrophic Leave charged at one-half day increments.

5.7.3.3 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve consecutive months.

5.7.3.4 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

5.7.3.5 If a unit member has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Assistant Superintendent for Human Resources may require a medical review by a physician of the District's choice at the unit member's expense. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Assistant Superintendent for Human Resources may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report.

5.7.3.6 Catastrophic leave credits shall not be used for illness or injury which qualify the unit member for workers' compensation benefits.

5.7.3.7 If the unit member may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the District may require the unit member to apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS and Social Security shall be submitted within ten (10) days or the unit member's entitlement to Catastrophic Leave Bank payments will cease.

5.7.3.8 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to pay the participant any funds whatsoever. If a request for withdrawal is denied because of insufficient days to fund the request, the District shall notify the unit member, in writing, of the reason for the denial.

5.7.3.9 Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within ten (10) days of denial, appeal, in writing, to the Superintendent. The Superintendent shall hold a hearing within fifteen (15) days. The Superintendent shall issue a confidential written decision within fifteen (15) workdays of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the family may process the appeal.

5.7.3.10 Approval or denial of catastrophic leave requests shall be final and not subject to grievance.

5.7.3.11 Participants and applicants shall complete the form attached in Appendix A.

5.7.3.12 Unit members do not accrue sick leave while using catastrophic leave credits. If the catastrophic illness or injury crosses over into a new school year, the unit member shall first exhaust all newly accrued sick leave before drawing down any remaining balance of approved Catastrophic Leave Bank Days.

5.7.4 Administration of the Bank

5.7.4.1 The Human Resources office shall maintain the records of the Catastrophic Leave Bank, receive withdrawal requests, verify the validity of requests, approve or deny the requests, and communicate its decision, in writing, to the unit member participants.

5.7.4.2 The District shall approve all properly submitted requests complying with the terms of this Article on a first come first served basis. Withdrawals may not be denied on the basis of the type of illness or injury, except as provided in this Article.

5.7.4.3 In the event the parties agree to discontinue the Bank, the parties will negotiate how the hours donated will be returned to the donating unit members.

5.7.4.4 The Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or other action arising from the District's implementation and administration of Article 5.4.3 "Catastrophic Leave Bank", including reasonable attorney fees and costs. The Association as the indemnitor shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

5.8 Family Care and Medical Leave

The governing Board shall grant Family Care and Medical Leave ("CFRA") to eligible employees in accordance with current state and federal law. Employees taking this leave shall be reinstated in the same or comparable position upon returning from family care leave, except as allowed by law.

Definitions:

"Family care and medical leave" means any of the following:

(1) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee.

(2) Leave to care for a child, parent, grandparent, grandchild, sibling, spouse or registered domestic partner who has a serious health condition.

(3) Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions under the California Family Rights Act (CFRA).

(4) 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.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

(1) Inpatient care in a hospital, hospice, or residential health care facility.

(2) Continuing treatment or continuing supervision by a health care provider.

5.8.1 Eligibility

5.8.1.1 Unit members who have served more than 12 months with the District, and who have served at least 1250 hours of work service (178.5 days of full time service) with the District during the previous twelve-month period are eligible for Family Care and Medical Leave in accordance with state and federal law. If both parents

of a child work for the District, their Family Care and Medical Leave related to the birth or placement of their child shall be limited to a total of twelve (12) weeks.

5.8.1.2 A unit member on Family Care and Medical Leave under this Section may use any accrued leave or other paid leave or may elect to take it as unpaid leave. If a member takes such a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave during the period of the leave.

5.8.2 Duration

5.8.2.1 Leave under this Section may be taken for a total of twelve (12) workweeks in a twelve (12) month period.

5.8.2.2 Family Care and Medical Leave may be taken in one-half day increments.

5.8.3 Benefits

5.8.3.1 While on Family Care and Medical Leave, a unit member's group health insurance coverage including dental and vision shall be maintained by the District at the same level and under the same conditions as coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

5.8.3.2 Maintenance of Status. The employee shall retain their status with the District during the Family Care and Medical Leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority. For purposes of layoff or recall, the employee returning from Family Care and Medical Leave shall return with no less seniority than they had when the leave began.

5.8.3.3 Leave taken pursuant to the California Family Rights Act (CFRA) shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA) except for any pregnancy disability leave. If an employee is disabled due to pregnancy, childbirth, or related medical conditions, they may be entitled to take up to four months of pregnancy disability leave in addition to the twelve weeks of Family Care and Medical Leave.

5.8.4 Reinstatement

As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from their health care provider that the employee is able to resume work at least two (2) weeks before returning to work.

5.8.4.1 Upon granting an employee's request for Family Care and Medical Leave, the District shall reinstate the employee in the same or a comparable position when the leave ends.

5.8.4.2 An employee who takes leave has no greater right to reinstatement than if they had been continuously employed during the leave period. If the District reduces its workforce during the leave period, and the employee is laid off for legitimate reasons at that time, they are not entitled to reinstatement, provided the District has no continuing obligations under a collective bargaining agreement or otherwise.

5.8.5 Procedures

5.8.5.1 Requests, Advance Notice and Certification. The employee shall give the District at least thirty (30) days written advance notice of their need for Family Care and Medical Leave. If the employee learns of the need for this leave fewer than thirty (30) days in advance, they shall provide such notice as soon as practicable.

5.8.5.2 When requesting Family Care and Medical Leave because of a serious health condition, the request shall be supported by a certification from a health care provider of the person requiring care. This certification shall include the following:

5.8.5.2.1 The date on which the serious health condition commenced.

5.8.5.2.2 The probable duration of the condition.

5.8.5.2.3 If the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the health care provider's certification of both of the following:

5.8.5.2.3.1 Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse.

5.8.5.2.3.2 Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

5.8.5.2.4 If the employee is requesting leave because of their own serious health condition, the health care provider's certification, that due to the serious health condition, the employee is unable to perform the functions of their job.

5.8.5.3 If this leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

5.8.5.4 If the member is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

5.8.5.5 If additional leave is needed when the time estimated by the health care provider expires, the District may require the member to provide re-certification of the need for the leave specified above.

5.8.5.6 If the District has reason to doubt the validity of a certification that accompanies a request for leave, the District may challenge the certification and require the unit member to obtain, at District expense, a second opinion from a District-approved health care practitioner not regularly employed by the District. If the second opinion is contrary to the first, the District may require, again at District expense, that the unit member obtain a third medical opinion from a third health care practitioner approved by both the unit member and the District.

5.9 Industrial Accident and Illness Leave

5.9.1 Unit members are entitled to industrial accident or illness leave according to the provisions in California Education Code section 44984 for personal injury which has qualified for Workers' Compensation.

5.9.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due to them for the same accident or illness.

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

5.9.4 For any days absent from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefits check(s) from the District's worker's compensation carrier which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

5.9.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

5.10 Jury Duty Leave

5.10.1 Unit members are entitled to paid leave for jury duty or as a subpoenaed witness in court, or legal proceedings when serving other than as a litigant.

5.10.2 Any amount received for jury service or witness fees, other than mileage, shall be payable to the District.

5.11 Military Leave

5.11.1 Unit members who are members of any reserve corps of the Armed Forces of the United Sates 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 California Education Code and the California Military and Veterans Code.

5.11.2 Unit members on military leave shall retain those rights and privileges as required by law.

5.11.3 Voluntary participation by a unit member in Reserve Corps and National Guard training periods must occur only at times when the unit member is not assigned to work.

Leave for former members of the Armed Forces, Former or current members of the National Guard or Federal Reserves

The District provides unit members who are former active duty members of the Armed Forces or a former or current member of the California National Guard, or a Federal Reserve component leave for treatment of an eligible service-connected disability pursuant to Education Code section 44978.2, Appendix K.

5.12 Long-Term Leave

5.12.1 The District may grant long-term leaves without pay for health, hardship, study, and other reasons acceptable to the District. Except under extenuating circumstances, all requests for such leaves must be submitted by May 1.

5.12.2 Unit members granted a long-term leave shall inform the Assistant Superintendent for Human Resources in writing within ninety (90) days of the leave expiration of their intention to return or not return to the District. This provision applies to leaves granted for one (1) semester or more.

5.12.3 While on leave under this section, unit members may elect to continue medical, dental, and vision premium payments at their own expense with the Business Office.

5.12.4 Unit members requesting a leave of absence for the remainder of any contractual school year may be granted a leave for the remainder of that school year only. Thirty (30) days prior to the expiration of a long term leave, a unit member may reapply for an extension.

5.12.5 The District shall specify beginning and ending dates for all long term leaves.

5.13 Sabbatical Leave

Upon recommendation of the Superintendent or designee, the District may grant sabbatical leaves to unit members for purposes of permitting study and travel, or individual projects of said employees, which shall benefit the schools and the pupils of the District. The granting of leaves is subject to the following conditions:

5.13.1 Service

The sabbatical leave applicant must have served at least seven (7) consecutive years as a full-time certificated employee of the District. (Qualifying shall be interpreted as seventy-five percent (75%) of the teaching days of a school year.)

5.13.2 Number of Persons Allowed Sabbatical Leave

The number of persons allowed sabbatical leave during any given school year shall not exceed one percent (1%) of the certificated employees.

5.13.3 Length of Sabbatical Leave

Sabbatical leaves may be granted for the full year at half pay or for one (1) semester of school year at full pay.

5.13.4 Applications for Sabbatical Leave

Application for sabbatical leave must be made to the District through the Assistant Superintendent for Human Resources on the District Sabbatical Leave form. Application must be made by March 1 of the school year preceding the one for which the leave is requested.

All requests for sabbatical leave shall be reviewed by the Sabbatical Leave Committee. This committee shall be composed of the following persons:

a. A District Office administrator as chairperson.

b. One (1) building level administrator appointed by the Superintendent or designee.

c. Two (2) non-administrative certificated employees selected by the Association.

The Committee shall recommend approval or disapproval of sabbatical leaves by March 31st.

5.13.5 Sabbatical Leave for Study

Sabbatical leaves shall be granted for the purpose of full-time graduate study or research or extensive travel. A unit member shall complete twenty-four (24) semester units of study, which is related to the unit member's assignment. Not less than eight (8) semester units shall be completed during either semester while on such leave. These courses shall be exclusive of correspondence and/or extension courses. Previous to such leave, the Sabbatical Leave Committee must approve the courses. A special project or research problem may be substituted for the unit requirements, if approved in advance by the Sabbatical Leave Committee. Transcripts of other evidence of completion shall be submitted to the Human Resources Office within sixty (60) days after the unit member returns to duty, except that if credit is to be claimed for salary classification (or increment), transcripts must be filed in accordance with the salary schedule requirements.

5.13.6 Sabbatical Leaves for a Combination of Study and Travel

Unit members on sabbatical leaves for study and travel shall be on continuous travel status for at least four and one-half (4 ½) months of leave granted. The applicant for leave shall complete a minimum of twelve (12) semester units of work during the sabbatical year, not less than eight (8) of which shall be completed during a semester. In addition, all other provisions of Section 5.10.4 and Section 5.10.5 shall apply.

5.13.7 Sabbatical Leave for Individual Project(s)

In preplanning individual projects, the applicant shall include a detailed plan of the project, a detailed statement of the time to be allocated to the project, the name and position of the supervisor, university or consultant, and a statement that the work to be done in the project shall be equivalent in time spent and in the quality of work, to twenty-four (24) semester units for a one (1) year sabbatical leave, or twelve (12) semester units for a half (1/2) year sabbatical leave.

The Sabbatical Leave Committee shall evaluate the value of the project and its equivalence to course units. Evidence of completion of the project shall include one or more of the following: a log book, a daily journal, slides, photographs or charts to show stages of development, verification of completed work by advisor, university or consultant, or specific evidence of a completed project.

5.13.8 Sabbatical Leave Agreement

Unit members applying for sabbatical leave must sign an agreement to return to service in the District for not less than two (2) years upon completion of the leave. The sabbatical leave shall be counted as a year of experience on the salary schedule, and the unit member shall be entitled to return to the same type of position as held when the leave was granted.

5.13.9 Sabbatical Leave Not Completed

Should injury or illness prevent a unit member from completing a sabbatical leave the sabbatical leave shall be terminated, and all provisions of sick leave shall apply. If death prevents the unit member from fulfilling their agreement to return to service in the District, no repayment of salary shall be required from their estate.

5.13.10 Detailed Written Report

Each unit member who has been on sabbatical leave shall file with the Sabbatical Leave Committee a detailed written report not later than sixty (60) days after return to active duty. The employee shall not be considered as having completed the requirements of a sabbatical leave until such report has been filed with the Sabbatical Leave Committee.

5.13.11 District's Right to Disseminate Information

The District shall retain the right to disseminate for the good of the District any information received as the result of any sabbatical leave.

5.13.12 Indemnification Bond

The terms and conditions of leave shall be agreed upon in writing, and shall include, but not be limited to, an indemnification bond for failure to successfully complete the sabbatical program or render the necessary post-leave service, a stipulation to a post leave service of not less than two (2) years for a full year leave, and one (1) full year for a one-half (1/2) year leave, a description of the sabbatical program, and appropriate reporting procedures as may be designated by the Superintendent or designee.

5.14 Leave of Absence for Employee Elected to the Legislature

5.14.1 A permanent employee in a position requiring certification qualifications who is elected to the Legislature shall be granted

a leave of absence from their duties as an employee of the District by the Governing Board of the District.

5.14.2 During the term of such leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon by the unit member and the District.

5.14.3 Such absence shall not affect in any way the classification of such employee.

5.14.4 Within six (6) months after the term of office of such employee expires, they shall be entitled to return to the position held by them at the time of their election, at the salary to which they would have been entitled had they not absented themself from the service of the District under this section.

5.14.5 Notwithstanding any provision of law to the contrary, an employee shall not have any right to such position of the person employed to take the place of any elected official following the return of such elected official to their original position.

5.15 Association Release Time

Elected officers or designated representatives of the Association are entitled to a total of sixty (60) days per year of release time for professional business. The substitute's salary for the first forty-five (45) days of this release time is to be paid by the Association at the current rate, and the remaining fifteen (15) days is to be paid by the District. A request for release time is to be submitted to the Assistant Superintendent for Human Resources or designee for approval five (5) days in advance of the absence whenever practical. On an emergency basis, a phone call followed by a written notice shall be allowed.

ARTICLE VI: ASSIGNMENT, TRANSFER AND EARLY RETIREMENT

6.1 Openings

6.1.1 The Human Resources Office shall provide for posting at each school a list of openings as they occur throughout the year. The specifications of the position and the qualifications required of the applicant shall be on file in the Human Resources Office.

6.1.2 Unit members shall indicate their desire for transfer or reassignment to the Assistant Superintendent for Human Resources prior to April 1st.

6.1.3 A list of unit members requesting transfer shall be sent to each site administrator by April 15th for consideration for vacancies as they occur.

6.1.4 A unit member who has not requested a transfer or reassignment in writing prior to April 1st may apply for openings as they occur.

6.1.5 Written notice of transfer or reassignment shall be given by an administrator to the unit member as soon as practicable and, under normal circumstances, not later than ten (10) days before the end of the unit member's work year.

6.1.6 A unit member requesting a transfer shall have consideration and the opportunity for an interview for any District opening within the same certification.

6.1.7 A unit member returning from a job sharing assignment shall have consideration for openings within their certification.

6.1.8 A special education teacher who requests a reassignment shall meet with the Assistant Superintendent for Human Resources to explore potential assignments.

6.1.9 The Association President shall be notified of all certificated openings or any newly created certificated classification, excluding management and supervisory positions, under Article 1, Section 1.2, of the Agreement, within three (3) days.

6.2 Assignment

6.2.1 Unit members shall be assigned only within the scope of their teaching certificates and/or their major or minor fields of study.

6.2.2 The site administrator shall prepare a tentative schedule indicating the number of classes at each grade level and subject. Bilingual, and other special classes shall be indicated. The tentative schedule shall be posted and distributed no later than March 15.

6.2.3 Unit members shall be surveyed by site administrators and shall indicate grade level and subject preferences by April 1. Site Administrators shall publish the results of the survey, including names, within ten (10) days.

A tentative master schedule, including names, shall be posted and distributed by April 15. Whenever practicable, the unit member will be notified prior to publication of the on-site assignment and may request a conference with the site administrator and/or the Assistant Superintendent for Human Resources.

6.2.4 Any middle school 7th and/or 8th grade teacher who is required to change subject area during the academic year shall be notified a minimum of twenty (20) days before the end of the current grading period, except under unusual circumstances including, but not limited to enrollment changes or certification requirements.

6.2.5 Except under unusual circumstances, no middle school (7-8) teacher shall be required to teach more than two (2) unrelated subject areas.

6.2.6 Unit members shall be assigned, whenever practicable, to a single classroom.

6.2.7 No regular classroom teacher in an elementary school shall be required to serve in more than two (2) classroom locations in one (1) school year.

6.2.8 No regular classroom teacher shall be required to serve in more than two (2) schools in one (1) school year, except in emergencies beyond the control of the District.

6.2.9 A unit member may appeal an assignment to the site administrator or Assistant Superintendent for Human Resources. Upon request, specific reason(s) for the assignment

shall be given by the Assistant Superintendent for Human Resources to the unit member.

6.3 Employee-Requested Transfer or Reassignment

6.3.1 Employee Requested Transfer

6.3.1.1 A unit member may request a transfer to another location by submitting a written request prior to April 1st to the Assistant Superintendent for Human Resources. In evaluating such a request, the District shall consider the following:

a. The comparability requirements of State and Federal guidelines.

b. Racial-ethnic background of the school community.

c. Special school programs.

d. Length of certificated service within the District.

e. Potential contribution of the individual to the school or department.

f. Date of transfer request.

g. Reason(s) for the transfer

6.3.1.2 Transfer is contingent upon interview and approval by the receiving site administrator or supervising administrator.

6.3.1.3 Upon request, specific reason(s) for transfer denial shall be given to the unit member by the Assistant Superintendent for Human Resources or designee.

6.3.2 Employee Requested Reassignment

6.3.2.1 Unit members requesting a reassignment shall indicate their grade level/subject choice as their first preference on the assignment survey. The form must be submitted to the site administrator by April 1st.

6.3.2.2 Upon request, specific reason(s) for reassignment denial shall be given to a unit member, by the Assistant Superintendent of Human Resources or designee.

6.4 Administrative Transfer or Reassignment

Upon request, any unit member administratively transferred or reassigned under this section shall be notified by the Assistant Superintendent for Human Resources of the specific reason prior to the publication of the transfer or reassignment and may request a conference with the Assistant Superintendent for Human Resources.

Unit members shall not be administratively transferred more than once in a two (2) year period.

Any unit member who is involuntarily assigned to a different grade level shall not be involuntarily assigned to a different grade level again for at least two (2) years without the consent of the unit member except when the assignment is caused by declining enrollment, elimination of programs or compliance with law, e.g., Office for Civil Rights requirements.

6.4.1 Reasons for Administrative Transfer or Reassignment

Administrative transfers or reassignment may be made for one of the following three (3) reasons:

- Educationally-related needs of the District
- Over-staffing or relocation of programs
- To provide a new teaching setting for certain staff members

6.4.1.1 Educationally-related needs of the District

Administrative transfer or reassignment may be made and shall be based exclusively on the educationally-related needs of the District.

6.4.1.1.1 Volunteers shall be considered first but are not automatically entitled to the position.

6.4.1.1.2 A transfer may be made to meet State compliance requirements and/or because a specialized credential is required. The unit member shall be granted two (2) days of paid service without teaching duties within the first three (3) weeks of the new assignment to prepare. The unit member shall also receive six hundred dollars ($600.00) for instructional materials and shall be compensated at the hourly rate for 7 hours.

6.4.1.1.3 When a unit member is transferred to a new location where a specialized credential is required, the District shall pay the application fee for the specialized credential. This payment shall be made one time only.

6.4.1.2 Over-staffing or relocation of programs

In selecting a unit member to be reassigned or transferred because a school is over-staffed, the District is over-staffed, a program is being relocated or in implementing primary class size reduction, the administration shall consider the following: volunteers first; comparability requirements of State and Federal guidelines; racial-ethnic background of the school community; educational school programs; credential requirements; and length of certificated service in the District. The District shall consider enrollment fluctuation in making decisions to relocate staff due to under enrollment prior to September 15th.

6.4.1.2.1 The unit member shall be granted two (2) self-directed work days of paid service without teaching duties within the first three (3) weeks of the new assignment to prepare. The unit member shall also receive Six Hundred Dollars ($600.00) for instructional materials and shall be compensated at the hourly rate for 7 hours.

6.4.1.2.2 Excess staff shall select from district openings based on their seniority in the district, with the understanding that if positions require limited credentials, those must first be filled by excess staff who carry those credentials. Unit members with the identical starting date shall have their seniority position determined through a randomized drawing in Human Resources.

6.4.1.3 To provide a new teaching setting for certain staff members

Administrative transfer or reassignment may include transfer or reassignment as a means of providing a new teaching setting for a unit member whose performance has been evaluated with a reemployment recommendation of "no" or "yes with qualifications."

6.4.1.3.1 During the school year, a teacher reassigned to a different grade level at the same site shall be given, one (1) self-directed work day without responsibilities to prepare for the new assignment.

6.4.1.3.2 During the school year, a teacher transferred to a different site shall be given, two (2) self-directed work days without responsibilities to prepare for the new assignment. The unit member shall also receive six hundred dollars ($600.00) for instructional materials and shall be compensated at the hourly rate for 7 hours.

6.5 Early Retirement Program

Unit members interested in participating in the Early Retirement Program who meet the following criteria should meet with the Assistant Superintendent for Human Resources and make application by February 1. Acceptance into the Early Retirement Program is at the sole discretion of the District. Participants who are selected by the District must obtain approval of their project by the Assistant Superintendent for Human Resources and the project supervisor.

6.5.1 A unit member accepted into the Early Retirement Program must resign.

6.5.2 A unit member must be eligible for California State Teachers' Retirement System regular retirement benefits.

6.5.3 A unit member must work a minimum of 30 days.

6.5.4 Selection of participants in the Early Retirement Program may not be grieved under Article X of this Agreement. A unit member not selected may request a conference with the Superintendent. Participation in the Early Retirement Program is not an entitlement, but shall be subject to review and confirmation annually by June 1st.

6.6 Job Sharing

6.6.1 Joint applications for a job-sharing assignment for the following school year shall be filed with the Assistant Superintendent for Human Resources Office no later than April 1. Unit members in a job-sharing assignment must renew their application each year.

6.6.2 The Assistant Superintendent for Human Resources shall notify, in writing, the site administrator and the applicant(s) of

the District decision. An unsuccessful applicant(s) shall, upon request, be notified of the specific reasons for denial.

6.6.3 If a unit member on a part-time contract is in a job-sharing assignment and elects to return to full-time teaching, and the unit member notifies the Assistant Superintendent for Human Resources within 30 days of the end of the school year, the unit member shall be given a full-time position within their certification at the beginning of the next school year.

6.7 Retirement Notification

In exchange for a unit member providing the District with a minimum of five full months advanced notice of retirement, the District will provide a $2,000 stipend in the last paycheck for a unit member who provides notice as follows:

The unit member planning to retire within or at the end of the school year must provide written notice to the Assistant Superintendent for Human Resources. If the unit member will retire within the school year, the unit member must provide written notice no later than five full months prior to the last day they plan to work of the school year in which they will retire. If the unit member will retire at the end of the school year, the unit member must provide written notice by January 30th of the school year in which they will retire. The retirement notice must be irrevocable to be eligible for the $2,000 stipend.

ARTICLE VII: SAFETY CONDITIONS

7.1 Unit employees shall not be required to perform tasks which endanger their health or safety. A unit member who notes such conditions must report, in writing, to the site administrator or designee the location of the hazard and the type of injury which is likely to occur. Hazards verified by the site administrator or designee shall be remedied as soon as practicable. A written report of any action taken or the action planned to be taken, along with a timeline, shall be given to the unit member within five (5) working days. If, in this process, an inspection is required, such inspection shall be performed by a qualified inspector.

7.1.1 Upon request of the Association, the District shall review the specifications for additional facilities in regard to asbestos content.

7.1.2 Upon request the District shall supply verification that the formaldehyde level in any new relocatable facility is within established health limits prior to occupancy by a unit member.

7.1.3 The District and the Association shall form a joint committee to develop procedures for handling emergencies and the inspection of real and/or potential hazards: fires, earthquakes, intruders on campus, disasters, et cetera. The District shall facilitate a process where schools and departments develop plans to assure necessary staffing in the event of an emergency/disaster. Such plans shall consider the home and/or personal responsibilities of unit members.

7.1.4 Each site administrator shall assure that procedures and systems are in place to cover emergencies such as fires, earthquakes, and intruders on campus.

7.1.4.1 Each school site shall perform regular monthly fire or disaster drills. Drills for intruders on campus and disasters shall be held at least twice a year. These drills shall be held at various times during the school day.

7.1.4.2 Each site in the District shall have a Disaster Kit. The Safety Committee at each site shall recommend to the District what shall be in the kit and where it shall be housed.

7.1.5 All reports received by the District of inspections by local, state or federal health or safety agencies regarding potential hazardous conditions shall be available to any unit member upon request.

7.2 Except in the event of a system failure each school shall have a communication system whereby unit members may contact the office.

7.2.1 Unit members shall have access from their classrooms to an outside telephone line for emergency purposes. The District will make every reasonable effort to repair a non-working phone as soon as possible.

7.3 A unit member shall immediately report threats or cases of assault or battery suffered in connection with their employment to the site administrator or designee who shall immediately take action to assure the safety of the unit member and report the incident to the police. Such notification shall be immediately forwarded to the Superintendent or designee, who shall take further action.

7.3.1 All staff at the school site shall be notified by the site administrator in person prior to receiving a student who has been charged with or convicted of a suspendable/expellable offense(s). The District will ensure that every school site has in place and follows a procedure for notifying teachers of each pupil who has engaged in or who is reasonably suspected to have engaged in any of the acts set forth in Education Code section 48900 and required to be disclosed to teachers under Education Code section 49079. (See Appendix K for copies of 48900 and 49079).

7.4 A teacher may suspend, for good cause, any pupil from their class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The procedures as set forth in section 48910 of the Education Code shall be followed. (See Appendix K for a copy of section 48910).

7.4.1 The parties agree that site safety is best served when at least one site administrator is present when students are on campus. When this is not possible, an administrator will be available by phone. Teachers who may serve as administrative designee(s) during the school day in the absence of a principal and/or a vice-principal shall be identified within the first month of school.

7.5 Except as specified in a job description, a unit member shall not be required to perform any procedures that are deemed to be medical in nature that the unit member has not voluntarily been trained to do.

7.6 It shall be the District's responsibility to move cabinets, files and all teaching materials, including student books that must be removed from the classroom for any move or for storage at the site. Classroom and teaching materials that will be moved must be packed and labeled by the unit member prior to the date the move is scheduled. Unit members shall ensure that their materials are ready for moving on the date established by site administrator with a minimum of 48 hours notice. Unit members shall not be required to perform cleaning services normally performed by a custodian.

7.6.1 All classrooms shall be cleaned daily, except when beyond District control, e.g., due to personnel issues involving the classified unit.

7.7 Potentially hazardous conditions/materials shall be identified to the schools as follows:

a. The Warehouse catalog shall indicate any items that are potentially hazardous/toxic.

b. Any safety precaution literature in regard to hazardous/toxic materials shall be available to the user. There shall be a binder of all hazardous materials and precautions in the school office.

c. Materials shall be used in accordance with any safety labels.

d. When a potentially hazardous condition is identified, including but not limited to heating and cooling systems, air purity, mold and refuse, an inspection by a qualified inspector shall be made and the condition remedied as appropriate. A copy of the report and a timeline for any repairs shall be given to the unit member. Emergencies shall be dealt with immediately.

e. Unit members shall only use materials that have been approved and/or provided by the District. Unit members who wish to purchase materials/supplies which have not been approved and/or provided by the District shall obtain approval from the Assistant Superintendent, Business Services or designee, prior to purchase.

f. The District shall provide annual training on a-e above.

7.7.1 In classrooms where toilet training is necessary, the District shall provide water, gloves, and proper cleaning materials.

7.7.2 All hazardous waste (i.e., diapers) shall be removed from the classroom on a daily basis.

7.8 All bathrooms and toilets shall be cleaned daily when school is in session.

7.9 All teachers shall be notified at least two (2) weeks before any planned construction, roofing, painting, paving, and annual notice of the pesticide and herbicide spraying schedules, so that, if necessary, the school staff can come up with a workable plan for safety of teachers and students.

7.10 When practical, unit members shall be able to control heating or heating/cooling thermostats governing work locations. The District is responsible for maintaining heating/cooling systems at each site.

7.11 Materials, such as rolling carts and textbook bins handled by unit members, shall be in safe working condition. Unit members shall report any equipment that is not in safe working condition and shall not use or handle any such equipment.

7.12 CPR and First Aid classes shall be offered by the District three (3) times a year. The classes shall be voluntary on the part of the unit member. The District shall pay for registration of unit members accepted into a class if no substitute is required, but shall not pay a unit member for attendance. Those unit members who have been trained at District expense shall be placed on a list which will be made available at the site. Notification of classes shall be sent out in District wide email to all District personnel as well as posted at sites. Classes shall include certification of small children and adults.

ARTICLE VIII: CLASS SIZE

8.1 The maximum class size for transitional kindergarten to third grade shall be 24 to 1.

8.2 The maximum class size for fourth through eighth grade classes shall be thirty-two (32) students at K-6 and K-8 schools.

8.3 Combination classes, grades K-3 shall be limited to twenty-two (22) students. Combination classes grades 4-6, shall be limited to twenty-eight (28) students. Combination classes that are self-contained in grades 7-8 at K-8 schools shall be limited to twenty-eight (28) students. If combination classes include two grades with different class size limits those classes shall be limited to the lowest grade's class size limit.

8.4 The District shall employ one (1) certificated staff member for every twenty-three point five (23.5) enrolled students in grades seven (7) and eight (8) at the middle schools. Administrative, and/or teaching leadership personnel, counselors, special education teachers, and librarians shall be excluded from this calculation.

8.4.1 The District will limit the total number of students assigned to each middle school teacher to one hundred sixty (160)

8.4.2 The District will limit the number of students assigned to each Physical Education, Band and Choral teacher to two hundred (200) students. These limitations do not apply to the activity period.

8.4.3 The maximum class size for middle school teachers shall be thirty-two (32) for all classes except Physical Education, Band, and Choral.

8.4.4 The maximum class size for Physical Education teachers shall be forty-four (44) students.

8.5 Caseloads

8.5.1 The maximum caseload for a Resource Specialist shall be twenty-eight (28) students; for a Speech and Language Pathologist, fifty-five (55) students; Teachers of the Visually Impaired (TVI), fourteen (14) Students and for an A.P.E. Teacher, fifty-five (55) students, and for Pre-K, Speech and Language Pathologist, forty (40) students. When Pre-K students are included in a mixed caseload of an SLP, each student shall count as 1.37 times a student for the purpose of counting towards the total caseload.

8.5.2 There shall be a minimum of two (2) FTE psychologists, one (1) FTE Speech and Language Pathologist (SLP), and one (1) FTE Special Education Teacher assigned to the preschool assessment center ("PAC"). Any of the staff may be assigned to support students at other sites only based on assessment needs.

8.5.3 The District will make every effort to cover any paraeducator absences with substitutes who are qualified under state and federal law to the extent such persons are available.

8.6 The District shall not exceed a class size of thirteen (13) in any Cross-Categorical Special Day Class. If the fourteenth ($14^{th)}$ student is enrolled, a stipend shall be paid to the teacher at the rate of Fifteen dollars ($15.00) per day per student for any student in excess of thirteen (13). In no event shall the actual enrollment exceed fourteen (14) students. This stipend shall be paid on a monthly basis.

8.6.1 Upon the thirteenth (13th) enrolled student, an additional hour of aide time shall be provided by the District not to exceed teacher contract day, unless there are a minimum of two para educators for the duration of the instructional day.

8.6.2 General Ed teachers shall be compensated at the rate of five dollars ($5.00) per day per student for any SDC student(s) mainstreamed into their classroom if that SDC student puts the General Ed teacher over their class size limit. A teacher eligible for this payment shall be responsible for submitting the tracking form signed by the teacher and the principal to the site in accordance with the schedule provided by the District.

8.6.3 The District will make every effort to cover any paraeducator absences with substitutes who are qualified under state and federal law to the extend such persons are available.

8.7 The District shall not exceed a class size of ten (10) in any Categorical Special Day Class. If the 11^{th} student is enrolled, a stipend shall be paid to the teacher at the rate of fifteen dollars ($15) per day per student for any student in excess of ten (10). In no event shall the actual enrollment exceed eleven (11) students. This stipend shall be paid on a monthly basis.

8.7.1 The District will make every effort to cover any paraeducator absences with substitutes who are qualified under state and federal law to the extent such persons are available.

8.8 Specialized or experimental programs or projects approved by the Board may deviate from the class maximums noted above. Individual teachers, however, may elect not to participate in such projects.

8.9 Any concerns from a student's case manager regarding student support will be communicated in writing by the case manager to site the administration with a copy (cc) to appropriate special education administrators. The written concern will be accompanied by data collection related to the concern. The site administrator may meet with the case manager and will reply in writing within fifteen (15) school days regarding what action will be taken, if any. The content of the response from the site administrator is not the subject to the Grievance Procedure.

8.10 No grievance regarding class size shall be filed until after Labor Day.

8.11 The class size provisions noted above may be exceeded in the event of an emergency.

8.12 The following positions shall be provided unless a reduction in positions is authorized by the Board of Education. Such Board action is excluded from the Grievance Procedure (Article X).

Counselors	3 per District
Music Teachers	4 per District
Nurses	4.2 per District
Psychologists	4 per District
Speech and Language Pathologists	6.5 per District
Resource Specialists	As authorized and funded by SELPA (Special Education Local Planning Area)

8.12.1 The District shall attempt to establish its staffing configurations for any positions other than classroom teachers by March 15 and notify all of the unit members involved of its decision.

8.13 Since the inclusion or mainstreaming of a special day class student with exceptional needs into a regular classroom demands significant additional teacher time and/or preparation, the unit member may request a conference with the site administrator, SDC teacher, resource specialist(s), and/or a representative from Special Education in order to discuss concerns and explore possible alternatives. These may include, but are not limited to, the following:

a. Reassignment of student(s)

b. Additional aide time

c. More special education specialist time and/or assistance

d. Other consultation and/or assistance

e. Supplemental materials

8.13.1 General education teachers who attend an IEP meeting for any SDC student who is not on their roster will be compensated for thirty (30) minutes at the hourly extra duty rate. This additional pay shall apply only for meetings that are in excess of 30 minutes long. When possible, case managers will give general education teachers a 48 hour prior invitation to IEP meetings. Case managers will distribute invitations to IEP meetings equitably amongst general education teachers within the appropriate grade level when possible.

8.14 Overage Caps

Overages shall not exceed contractual class size, total number of students assigned, or caseload levels beyond the following number of assigned students:

a. Grades TK-1: one (1) over class size.

b. Grades 2-3: two (2) over class size.

c. Grades 4-6: one (1) over class size.

d. Grades 7-8 (at elementary schools): one (1) over class size.

e. Grades 7-8 (middle-school): ten (10) over total number of students assigned.

f. Resource Specialists: one (1) over caseload.

g. Physical Education, Band & Choral classes covered by Article 8.4.2: ten (10) over total number of students assigned.

h. Speech and Language Pathologists, A.P.E. Teachers, Pre-K/T-K Speech and Language Pathologists: two (2) over caseload.

8.14.1 Compensable Overages

Members shall be entitled to extra compensation for overages.

a. Members are not entitled to extra compensation for any overages that occur before the end of the tenth instructional day of the school year.

b. This compensation shall be paid on a monthly basis and begins with the over-enrollment of any student beginning the eleventh day of the school year.

8.14.2 Amount of Compensation

Extra compensation for compensable overages shall be as follows:

a. Grades T-K-6:
Thirteen dollars ($13.00) per student per day that there is a class size overage. In grades 4-6 with block/core scheduling: Thirteen dollars ($13.00) per student per day that there is a class size overage which will be divided equitably amongst the core (ELA, Math, Science and Social Studies) teachers who have the overage.)

b. Each 7th and 8th grade teacher at a K-8 school will be compensated $3.00 per period/subject that they have 33 students enrolled.

c. Resource Specialists: Thirteen dollars ($13.00) per student, per day that there is a caseload overage

d. 7th & 8th grade middle school classes, Physical Education classes and Band & Choral classes covered by Article 8.4:

Five dollars ($5.00) per student, per day that there is a total number of students assigned overage.

e. Speech and Language Pathologists, A.P.E. Teachers, Pre-K/T-K Speech and Language Pathologists:

Twenty-two dollars ($22.00) per student, per week, that there is a caseload overage.

8.14.3 Assignment of Overages

Where the District determines that assigning a student will cause a class size, daily count or caseload overage, it will first request volunteers. If no teacher volunteers, the District is authorized to assign the student, except as provided below.

. The District shall not require any 4th-8th grade teacher in a K-6 or K-8 school to accept a student assignment that causes an overage if the student is being assigned for a period greater than two school weeks, unless the assignment is during the last four weeks of school.

ARTICLE IX: EVALUATION

9.1 The evaluation of the District's certificated personnel should promote the professional growth and development of all parties involved in the process, a satisfactory level of staff competency and performance and assure that strong instructional strategies are being implemented in every classroom. Evaluation should be an on-going task with continual feedback to the certificated staff.

The Franklin-McKinley School District expects the evaluation of personnel to be professional in nature. Those responsible for personnel evaluation are expected to follow orderly methods of identifying strengths and deficiencies, to suggest and extend assistance for remediation of deficiencies and to maintain accurate and impartial records as outlined in the evaluation policy.

9.2 Evaluation Relationships

In the Franklin-McKinley School District, certificated evaluation is based upon a positive relationship between an evaluator and an evaluatee. The District believes that in order for a successful evaluation to result there must be mutual respect and confidence existing between evaluator and evaluatee.

All certificated personnel within the school district are to be evaluated. The evaluation process will be consistent with applicable California Education Code provisions. The evaluator of each unit member shall be an administrator designated by the District, whose identity shall be established and made known to the employee prior to the first day of instruction.
The implementation of these evaluation procedures rests with the designated administrator. While other certificated staff may be called upon to assist fellow employees, they will not be required to render evaluative judgments on an evaluatee's performance.

As a basis for evaluation, an evaluator and evaluatee will jointly agree on objectives to be used in the evaluation process. The evaluator and the evaluatee may adjust objectives because of changing conditions in the job situation.

In order to assure as much objectivity as possible, each evaluation will be supported by adequate and valid data from which judgments have been made. If the objectivity of the evaluation is questionable, the unit member may request a second evaluator through the Assistant Superintendent, Human Resources or designee.

9.3 Evaluatees Responsibilities

9.3.1 The evaluatee will become familiar with the responsibilities stated in their job description and with specific responsibilities related to his/her assignment to a particular school/department.

9.3.2 By the 20th school day, the evaluatee will write objectives on the Certificated Staff Objective Forms in three of the following areas as defined by the California Standards for the Teaching Profession: (or successor designation as mutually agreed to by the Association and the District). The teacher shall choose two of the standards and the site administrator shall choose one.

STANDARD 1: Engaging and Supporting All Students In Learning (One required).

STANDARD 2: Understanding and Organizing Subject Matter For Student Learning (One required).

STANDARD 3: Planning Instruction and Designing Learning Experiences for all Students (One required).

STANDARD 4: Creating and Maintaining Effective Environments For Student Learning (One required).

STANDARD 5: Assessing Student Learning (One required).

STANDARD 6: Developing As A Professional Educator (One required).

Support staff members will be expected to write a comparable total number of objectives, mutually agreeable with the evaluator and evaluatee and related to their job descriptions.

Should an evaluatee receive an “IMPROVEMENT NEEDED” within any area of the most recent evaluation, the evaluator may require the unit member to participate in the development of an action plan.

9.3.3 The evaluatee will arrive at agreement on standards of performance with evaluator. No later than the thirtieth (30th) instructional day, the evaluator and the evaluatee will meet to review the evaluatee's written objectives. If an evaluator will not accept the evaluatee's objectives, the unit member may appeal to the Assistant Superintendent, Human Resources or designee.

9.3.4 The evaluatee will conduct appropriate programs for meeting the objectives agreed upon with the evaluator.

When submitting objectives for District approval, evaluatees will also identify any necessary teaching materials, which are not available at the time of writing, including: a) title of material; b) vendor; c) cost; and d) availability, including alternate materials. If the District agrees that the materials are necessary to meet the objectives, but the materials are not provided, the objective(s) will be changed.

If an evaluatee determines that they are unable to provide an appropriate instructional program for a student, they shall notify the evaluator in writing. This shall include: a) name of child; b) date of first recognition of problem; c) outline of steps taken, including requested and provided support services; d) dates of parent conferencing; e) identified learning modality; f) attendance record. The evaluatee will initiate a meeting with the evaluator within ten (10) days of recognition for the purpose of establishing alternate objectives for said child.

9.3.5 The evaluatee will submit documentation of progress toward meeting objectives and will complete the "Assessment of Results" section of the Certificated Staff Objective Form (Appendix D)

9.3.6 The evaluatee will meet with the evaluator in order to review the achievement of instructional objectives and other evaluatee responsibilities.

9.3.7 The evaluatee will execute, to the best of their ability, the recommendations for improvement of their performance.

9.4 Evaluator Responsibilities

In the performance of their duties the evaluator will utilize a monitoring process which includes the following:

9.4.1 The evaluator will take appropriate steps early in the year to assure that each evaluatee understands the responsibilities stated in job descriptions and related to specific assignments. In this effort, special assistance will be given to new employees.

9.4.2 The evaluator will establish a calendar for evaluation conferences.

9.4.3 The evaluator will hold conferences when appropriate following observations and/or other visitations. These

observations will be recorded in writing on appropriate forms, a copy of which will be given to the evaluatee.

9.4.4 The evaluator will, during the conference, discuss the degree of attainment of outlined standards of performance with the evaluatee as well as the evaluatee's other responsibilities and make suggestions for improvement when necessary.

9.5 Procedures for Personnel Evaluation

9.5.1 Prior to the first instructional day of the school year, the District will provide staff with District procedures related to personnel evaluation.

9.5.2 Evaluation is a continual process which will include, the monitoring of adherence to curriculum objectives, maintenance of a suitable learning environment, instructional techniques and strategies, progress of pupils toward standards established by the District, and developing as a professional educator, all of which are defined by the California Standards for the Teaching Profession.

9.5.3 Monitoring will include continuing review with all certificated employees and follow-up counseling whenever the performance in any area is marked "IMPROVEMENT NEEDED" in the summative evaluation. In the latter case the evaluator has the obligation to follow the procedures listed below:

a. The evaluator will notify the employee in writing of the performance that needs to improve.

b. The written notice of performance, improvement needed, will be clearly and comprehensively stated.

c. The evaluator will actually confer with the employee and make specific recommendations on improvement of their performance.

d. The evaluator will offer assistance to the employee to improve their performance.

9.5.4 When a unit member receives an "unsatisfactory" in any indicator, the evaluator has the obligation to follow the following procedures:

a. Evaluatee needs to be notified in writing of the performance that was unsatisfactory.

b. Any unsatisfactory needs to be clearly and comprehensively defined.

c. State measurable objectives for improvement.

d. State the means for measuring improvement.

e. State evaluator's role in assisting unit member, (model, demonstrate).

f. State timeline for completion/and resources available.

9.5.5 By the thirtieth (30th) instructional day, each evaluatee and their evaluator will have reviewed and mutually agreed upon objectives. If mutually agreed, objectives may be modified on or before January 31st.

9.5.6 The objectives must be written for completion prior to the final evaluation date.

9.5.7 During the school year, every probationary certificated staff member will receive a minimum of two (2) classroom observations by the evaluator. Each permanent teaching employee to be evaluated will receive a minimum of one (1) classroom observation by the evaluator. Observations may be conducted for employees not scheduled for evaluation at the discretion of the evaluator. These observations are not to occur on the first two or last two instructional weeks of the school year, or on the two days before or after a school break period of at least five (5) instructional days. None of the time limitations set forth in this section apply to or in any manner limit when a post observation conference may be held.

9.5.7.1 Prior to the observation, a pre-observation conference between the evaluatee and administrator can occur, and is recommended. The pre-observation conference must occur if either party requests it.

9.5.7.2 Within three (3) days of the observation, the evaluator will give evaluatee a copy of the observation form containing the descriptors that were observed in the observation.

9.5.7.3 Within five (5) days of the observation, or later by mutual agreement, both parties will meet for a post-observation conference. Both parties will complete, collaboratively, the post observation form.

9.5.8 Every probationary certificated staff member will be evaluated by their immediate supervisor in writing at least twice each school year; once, no later than the last instructional day in December, and a second time no later than March 1. Permanent employees shall be evaluated at least once every three (3) years. This change is subject to using the first year of this Agreement as a reset for transitioning to the (3) three-year cycle. The District shall establish the cycle for this transition. Those to be evaluated will be notified by the evaluator prior to the first day of instruction. Permanent employees may be evaluated at any time during the school year if, in the opinion of the evaluator, the employee's performance merits an "IMPROVEMENT NEEDED" or "UNSATISFACTORY" rating in any area. Permanent employees to be evaluated will be evaluated at least thirty (30) days before the end of the school year. The Progress/Summary Evaluation Form will be used for all evaluations. Staff scheduled for evaluation will submit "Certificated Staff Objective Forms" (see Appendix D to this Agreement). Staff not being evaluated are encouraged to submit individual or grade/departmental objectives and are encouraged to meet with the administrator to review the employee's objectives.

9.5.9 When performance is unsatisfactory in three (3) out of five (5) indicators in one of the following areas; Engaging and Supporting all Students in Learning/Understanding and Organizing Subject Matter for Students Learning/Planning Instruction and Designing Learning Experiences for all Students, the evaluatee will be provided the evaluator's specific action plan.

All areas marked UNSATISFACTORY must be fully explained in the "Comment" section. If the recommendation is being made for non-employment or reemployment with qualifications, the evaluator must indicate which area of the evaluation is the basis for this recommendation.

9.5.10 Evaluation of an evaluatee's competence will not include the use of publisher's norms established by standardized tests.

9.5.11 If the Evaluatee feels that the District has not followed evaluation procedures, the evaluatee may utilize the grievance procedure.

9.6 JOB DESCRIPTIONS

9.6.1 Job descriptions for certificated employees are contained in the Job Description binder in each school office. Additional copies of job descriptions are available from the Human Resources Office.

9.7 COMPLAINTS AGAINST EMPLOYEES

9.7.1 A complaint regarding a certificated staff member made to any member of the administration or Board of Education by any parent, student or other person, which does or may influence evaluation of the certificated staff member shall be discussed with the staff member.

9.7.2 The following steps must be followed if a complaint becomes part of the unit member's evaluation:

9.7.2.1 The complaint must be reported to the staff member by the administrator in a timely manner. If the complaint is written, a copy will be given to the employee.

9.7.2.2 The staff member against whom the complaint is made may seek legal counsel or representation.

9.7.2.3 The administration will make an investigation of the complaint and review its findings with the employee.

9.7.2.4 In the process of the investigation of the complaint, the employee will be consulted and given the opportunity to be heard.

9.7.2.5 Only a complaint, which has been verified by the District, may be placed in the employee's personnel file, in which case the employee may submit a written response to be attached to the complaint.

9.8 "PROGRESS/SUMMARY EVALUATION FORM" (APPENDIX C)

9.8.1 The format of the evaluation instrument parallels that of the six (6) areas of evaluation specified in the California Standards for the Teaching Profession and should reflect the degree to which the evaluatee is fulfilling the requirements of their assignment. In special cases, a performance task listed on the evaluation form may not apply to the evaluatee. In those situations, the evaluator will use the term “not applicable” or “N/A”. Conversely, there may be special situations in which performance tasks will be added to the form because of the nature of the certificated assignment.

The evaluator will check each of the applicable items, rating the evaluatee's performance in one (1) of three (3) categories.

9.8.2 "Competent" ratings reflect the performance of the successful evaluatee who consistently plans for and carries out required activities with considerable satisfaction.

9.8.3 When performance is less than competent, the evaluator will so indicate by checking the "IMPROVEMENT NEEDED" or "UNSATISFACTORY" column. In such cases, the evaluator is required to state clearly the nature of the deficiency and to make specific recommendations for improvement. All areas marked for improvement must be fully explained in the "Comment" section. If the recommendation is being made for non-reemployment or reemployment with qualifications for a probationary or temporary employee, the evaluator must indicate which area(s) of the evaluation is the basis for this recommendation.

9.8.4 The evaluator and the evaluatee then sign the completed "PROGRESS/SUMMARY EVALUATION FORM". As indicated, the evaluatee has the option to append a statement to the original copies, which will be placed in the evaluatee's personnel file.

9.8.5 The completed evaluation forms are confidential documents and should be so regarded by all parties.

9.9 Evaluation Observations Forms

9.9.1 In each building/department, the form should be consistent with objectives.

The observation will be completed by using the District's: a) Pre-observation Form, (optional): b) Observation Form: c) Post Observation Form, as per 9.5.7.

9.10 Use of "Certificated Staff Objective Form" (Appendix D)

9.10.1 The objective and the action plans are used as a means to achieve desired outcomes. At the time the performance objectives are developed and agreed upon, it is necessary to also discuss and agree on the actions and the efforts to be taken to attain the objectives. The "Certificated Staff Objective Form" is prepared so that both staff member and supervisor understand what is to be done, the outcome desired and the method of measurement that will be used to determine whether the objective has been attained.

ARTICLE X: GRIEVANCES (See Article II, 2.23-2.25)

10.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as possible at any level of the procedure. When counting days, day one is the end of the workday following the day on which the grievance/response is submitted.

10.1.1 A grievant is entitled to have a representative present at any level of the grievance procedure.

10.1.2 If at the end of the school year or track, a grievant is unable to attend a grievance meeting, he is entitled to designate in writing a representative to act in his/her absence.

10.1.3 Forms for filing grievances and other related documents shall be developed jointly by the Superintendent or designee and the Association.

10.1.4 Grievance forms shall be available from each site office, the Human Resources Office, the Association Office, and the faculty grievance representative.

10.1.5 The time limits for processing grievances may be waived, extended or reduced by mutual agreement between the District and the Association when confirmed in writing.

10.1.6 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.

10.1.7 Failure by the grievant to file an appeal to the next step within the time limits specified automatically denies the grievance.

10.1.8 By mutual written agreement, the grievance may revert to a prior level for consideration.

10.1.9 Upon written request, the District or the grievant shall provide pertinent information, which is relevant to the issues raised by the grievance. Information that is privileged under law, is excluded from this provision.

10.1.10 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

10.1.11 When it is necessary for the grievant or his/her representative to attend a grievance meeting or hearing scheduled during the day by the administrator or the arbitrator, the representative shall, upon notification to his/her site administrator or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is required to appear in such investigations, meetings, or hearings, as a witness shall be accorded the same right.

10.1.12 Any unit member 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 District 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.

10.1.13 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

10.1.14 No party in interest shall take reprisals affecting employment status of any unit member, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.

10.2 Procedures

10.2.1 Informal Level

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

10.2.2 Formal Level

10.2.2.1 Step I

a. Within fifteen (15) days after the grievant knew, 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. Upon the request of the grievant, there shall be a conference between the supervisor and the grievant within five (5) days. The supervisor shall communicate his/her decision to the grievant in writing within twelve (12) days after receiving the grievance. A copy will be provided simultaneously to each of the two (2) Association representatives designated by FMEA for this purpose.

10.2.2.2 Step II

a. In the event the grievant is not satisfied with the decision rendered at Step I, he may appeal the grievance to the Superintendent or designated representative within twelve (12) days of receipt of the written decision from Step I.

b. 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.

c. The Superintendent or designee shall communicate his/her decision in writing to the grievant within twelve (12) days after receiving the appeal. A copy will be provided simultaneously to each of the two (2) Association representatives designated by FMEA for this purpose.

d. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits.

10.2.3 Arbitration

10.2.3.1 Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, the Association may within twelve (12) days submit the grievance to arbitration and shall notify the Superintendent in writing.

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 or the American Arbitration Association to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by coin toss.

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 and court reporter. If both parties request a transcript, the total cost of the two transcripts and court reporter shall be divided equally between the District and the grievant.

c. Once the arbitrator has been selected, the hearing shall be scheduled as mutually agreed upon by the parties and the arbitrator. Hearings shall be confined to working days.

d. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.

e. 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.

f. Neither the District nor the grievant shall be permitted to assert any grounds or evidence 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.

g. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

h. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies which the arbitrator judges to be proper. The award of the arbitrator shall be final and binding on the parties, and a copy shall be submitted to the Superintendent, the grievant, and the Association.

i. The District may request the arbitrator to rule on the arbitrability of a grievance by submitting a written request to the arbitrator no later than sixty (60) days prior to the scheduled date of the arbitration hearing. A copy shall be sent to the Association simultaneously. The Association shall have an opportunity to respond in writing to the District's request within fifteen (15) days of service of the District's request. The arbitrator shall have the discretion to rule on the arbitrability of the grievance either before the hearing commences or at the conclusion of the hearing. If the arbitrator rules on the arbitrability of the grievance before the hearing commences, he/she shall issue his/her ruling no later than thirty (30) days prior to the date of the scheduled hearing.

ARTICLE XI: SUMMER SCHOOL

11.1 In the event the District provides a summer school program, the District shall give preference to regularly employed teachers who are qualified for available summer school positions and who have notified the Assistant Superintendent for Human Resources of their desire to teach.

11.2 Location of summer school and invitation to apply for positions shall be posted in every school no later than April 1. Interested teachers will return the completed application to the district no later than May 1.

11.3 Written notice of assignment and location shall be included with each offer of employment.

11.4 Offers of employment for summer school assignments shall be made commencing no later than the last work day in May. Offers of employment for intersession shall be made on the sixth (6^{th}) day after posting.

11.5 First priority shall be provided to summer school classes for remediation in core subject areas.

11.6 A summer school offer of employment shall be null and void if anticipated student registration does not materialize and/or class enrollments fail to meet the District standards. No offer of employment shall be canceled after the tenth (10^{th}) day of summer school instruction.

11.7 The summer school rates of pay shall be as provided in Appendix J, and shall apply to all time that teachers are required to be on campus.

11.8 Student lunch periods shall be utilized by teachers for self-directed collaboration activities. Teachers shall not be assigned any duty during the student lunchtime, breaks or recesses, except in the case of an emergency as defined in section 2.12 of this Agreement.

11.9 When implementing hourly programs, the summer school compensation and staff development time shall be uniform throughout the district. When "prep time" is designated as a component of a program it shall be uniform throughout the District. This shall not preclude sites from offering additional hours (to be compensated per section 11.7) to their hourly programs based on the receipt of the revenue other than the state funded summer school programs.

11.10 Except for this article as outlined above and the Grievance Procedure, no other articles or provisions in this Agreement shall apply to summer school personnel.

ARTICLE XII: DUES DEDUCTION PROCESS

12.1 The Franklin-McKinley Education Association/California Teachers' Association/National Education Association, is responsible for administering their membership process. Pursuant to FMEA written authorization, the District shall deduct one tenth (1/10th) of such Association dues from the regular salary check of the unit member each month for ten (10) months.

12.2 With respect to all sums deducted by the District pursuant to this Article, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of new unit members.

12.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

12.4 The Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or other action arising from the provisions contained herein, including reasonable attorney fees and costs. The Association as the indemnitor shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XIII: NEGOTIATION PROCEDURES

13.1 Negotiations General

No later than one hundred (100) days prior to the expiration of this Agreement, the Association shall present to the Board its initial proposals for inclusion in a successor agreement. The Board and the Association shall then proceed pursuant to the PERB rules and regulations implementing Government Code section 3547. Following the Board's adoption of its initial proposals at a public meeting, the parties shall meet and negotiate regarding matters within the scope of representation.

13.2 Outside Consultants

The negotiating sessions shall be private; however, either party may utilize the service of outside consultants to assist in or be present at negotiations.

13.3 Representatives

Authorized officers, consultants, individual representatives or committees may represent the District and the Association in negotiation sessions.

13.4 Time and Place

Negotiating sessions shall be held at times and places as mutually agreed upon by the parties.

13.5 Number of Representatives

13.5.1 The Association shall be allowed released time for up to five (5) of its members for the purpose of meeting and negotiating at agreed upon meetings with the District representatives on all matters within the scope of representation pursuant to Government Code section 3543.2.

13.5.2 Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in negotiating sessions, they shall suffer no loss in compensation for such time-spent meeting and negotiating with District representatives.

13.6 Reports

13.6.1 Both parties shall make available to each other, upon reasonable, written request, a copy of documents pertinent to the issues under negotiation, not otherwise privileged by law.

13.6.2 Upon request prior to February 15, the District shall furnish on the respective salary schedules as of January 15 the Association with the placement of unit members of the same year. The Scattergram shall be provided by March 1st.

13.7 Tentative Agreements

Unless the parties agree to the contrary, when tentative agreement has been reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the session. All items remain tentative until both parties approve the entire agreement.

13.8 Final Approval

When the final agreement has been reached on all items, the parties shall have the total agreement ratified by the District and the membership of the Association.

13.9 Distribution of Agreement

Within one (1) month of ratification of the Agreement by both parties, the employer agrees to print sufficient copies of the Agreement for distribution to all unit members.

ARTICLE XIV: ASSOCIATION RIGHTS

14.1 Right to Represent

The Association shall have the right to represent unit members in employment relations with the District.

14.2 Legal Rights

The District agrees not to impose or threaten to impose reprisals on unit members, discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement, carrying out of this Agreement or filing any grievance hereunder.

14.3 Rights of Access, Communication and Use of Facilities

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

14.3.1 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.

14.3.2 Communication

The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to the use of regular inter-school delivery services and mailboxes 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 the District for such communication shall impose no cost. A copy of general distribution Association material shall be sent to the Superintendent and each site administrator.

14.3.3 Use of Facilities

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

1. Intended use does not extend beyond the time the school is usually open;

2. Use of such facilities does not conflict with previously scheduled use of such facilities or when the buildings are available for use;

3. The use does not require additional expense for custodial and/or other services;

4. A unit member has been identified as the responsible party;

5. One (1) day's prior notice has been given.

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

14.3.3.2 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.

14.3.3.3 The Association shall indicate names of unit members authorized to accept Association responsibility for such use of facilities.

14.4 Board Agendas

The District shall provide to the Association two (2) copies of the Board agenda and unapproved minutes of prior Board meetings in advance of each Board meeting.

14.5 Mondays, following the workday, are reserved for Association activity. No required District or school site functions shall be scheduled on Mondays.

14.5.1 Members of FMEA's Board of Directors and Representative Council shall be released on Monday meeting days after students have been dismissed for the instructional day. Such time shall be made up at a time(s) mutually agreed between the unit member and the site administrator. (See Appendix F)

14.6 Employee Names

The District shall provide the Association with names and assignments of all bargaining unit personnel no later than July 30 of each school year and all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment.

ARTICLE XV: MANAGEMENT RIGHTS

15.1 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.

15.1.1 Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; 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; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The Board retains the right to hire, classify, assign, evaluate, transfer, promote, and terminate unit members. In addition, the Board retains the right to discipline unit members consistent with the provisions of the California Education Code.

15.1.2 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.

15.1.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

15.1.4 "Emergency" as used in this section refers to conflagrations; earthquake; flood; pestilence; plague; war; famine; civil unrest; national or state proclaimed days of mourning; observances or holidays; or other occurrences which interrupt normal operation of the schools and over which the Governing Board has no control.

15.1.5 Tuesdays are reserved for District activity. No Association functions shall be scheduled on this day. The Association shall not hold any local school meetings on Tuesday until the end of the work day as specified by each on-site administrator; however, if the Association meeting shall conflict with a school or District activity, no Association meeting shall be held on Tuesday.

ARTICLE XVI: NO STRIKE, NO LOCKOUT

16.1 The Franklin-McKinley Education 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 Franklin-McKinley Education Association, in consideration of the terms and conditions of this Agreement, shall not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and shall undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, shall not authorize or permit any lockout of Franklin-McKinley Education Association members or other persons covered by this Agreement.

ARTICLE XVII: EFFECT OF AGREEMENT

17.1 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 Association shall support this Agreement for its terms and shall not seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

17.1.1 A pilot program may deviate from the provisions of the Agreement on an annual basis with the approval of the Board of Education, FMEA, and all unit members directly involved.

17.2 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.

17.3 Completion of Agreement

During the term of this Agreement, except when negotiating a successor agreement, the Association expressly waives and relinquishes the right to meet and negotiate. The Association agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement. This is true 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.

17.4 Individual Contracts

Any individual contract between the District and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this contract, during its duration, shall be controlling.

17.5 Savings

17.5.1 If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent

permitted by law, but all other provisions shall continue in full force and effect.

17.5.2 Should a provision or application be deemed invalid, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

17.6 Miscellaneous

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

17.6.2 There shall be two (2) signed copies of the final Agreement for record-keeping purposes. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE XVIII: TEACHER RIGHTS

18.1 Personal and Academic Freedom

18.1.1 Academic freedom shall be guaranteed to staff members in the study, investigation, representation and interpretation of facts or ideas concerning mankind, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to maturity level of the student, community expectations, District rules and policies, and the laws of the State of California.

18.1.2 This District recognizes that the personal life of a staff member is not an appropriate concern of the District, except as it may affect work performance.

18.2 Sexual Harassment/Harassment

A unit member who alleges sexual harassment/harassment shall follow procedures in District Policy 4119.11 (see Appendix E)

18.3 The District shall establish and regularly update a webpage on the District's website, which shall provide employment-related information including certificated and classified vacancies.

18.4 Participation in Teacher Training

Unit members who wish to participate in teacher training opportunities shall be released, at no loss in pay and benefits, to attend such opportunities upon written approval of the site administrator and the administrator covering the cost of the substitute and other costs related to attendance at these training opportunities. Such approval shall be submitted on a form developed by the Human Resources Office. A copy is to be returned by the unit member, a copy to be returned to site and the site administrator to forward a copy to the Human Resources Office.

18.4.1 Unit members who are not assigned to work on a given day(s) and are requested to attend training opportunities shall have the option to attend and to receive professional growth (or, if offered, college credit) or be paid at the rate as specified in Section 3.3 for attendance at such workshops. If the unit member chooses the college credit option then they shall pay the expense for tuition.

18.4.2 Consideration shall be given by the site administrator to a unit member's request to be excused from participation in a staff development offering if they have attended an equivalent

session in the past.

18.5 Before a class is split, the principal shall consider utilizing the following available personnel:

Principal
Vice Principal
Credentialed non-classroom assigned personnel

(The above list of personnel is not in any order of priority.)

When classes are split between two (2) or more unit members, because all of the above-referenced personnel are not available, said unit members shall receive the rate specified in Section 3.6 on a pro rata basis.

ARTICLE XIX: SITE-BASED DECISION MAKING

19.1 Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of working life and education.

At this time, the District does not have a formal site-based decision making process implemented. All parties need a more clearly defined model of site-based decision making.

Therefore, by July 15, 1999, a joint committee shall be formed, composed-of four (4) District designated members and four (4) FMEA designated members with joint chairpersons. The committee shall meet over the next school year to explore the concept of site-based decision making. Any specific written agreements for the key issues that are reached shall be forwarded to the District's and FMEA's negotiating teams for consideration 45 days prior to the end of the 1999-2000 school year.

The committee shall consider, but not be limited to, the following critical issues:

1. Philosophy, goals and objectives
2. Scope of decisions/recommendations
3. Methods for initiation within a school site
4. Who the participants in the process shall be
5. Participant's roles
6. Responsibilities of site committees
7. Relationship to collective bargaining
8. Which decisions are site level and which are District Level
9. Training and release time
10. Funding
11. Communication vehicles-both internal and external
12. Rotation and roving issues at individual school sites

19.2 Unit members shall have input into District-wide or school-level staff development.

19.3 The Association and District agree to study educational reform to create an atmosphere of innovation and experimentation to improve student learning within a climate that does not violate the rights of either party (including, but not limited to Charter Schools), and to form a partnership for the implementation of agreed-upon District Board of Education goals. Prior to implementation, any program of significant educational reform (including a Charter School proposal) shall be discussed with the Association.

ARTICLE XX DISCIPLINARY PROCEDURES AND DISMISSAL

20.1 A unit member shall not be disciplined except for just cause.

20.2 A unit member may be dismissed only according to the provisions of the California Education Code.

20.3 Suspensions without pay, which exceed fifteen (15) days in length, shall be implemented according to the provisions of the California Education Code.

20.4 Disciplinary action (other than dismissal) taken pursuant to this Article, including suspension without pay which are less than fifteen (15) days in length shall be grievable under Article X of this Agreement.

20.5 Arbitration of reprimands shall be limited to one day. The parties agree that no briefs or court reporters will be required.

Signature Page

Annette Grasty — 6/24/2024

Annette Grasty
Assistant Superintendent

Date

Scott Shulimson — 6/28/2024

Scott Shulimson
FMEA President

Date

Edgar Quiroz Medrano — 7/6/2024

Edgar Quiroz Medrano
Lead Negotiator

Date

FMEA Members

Loari Bioletto
Kris Clarke
Melissa Garcia
Lidia Martinez

District Members

Amy Brandt
Amy Black
Magdalena Moore
Becky Roussin
Jason Vann

Tentative Agreement
Between
FMEA and FMSD
November 19, 2025

The parties agree to the following tentative agreement settling re-opener negotiations for 2025-2026:

1. TA's for Articles III, IV, and VIII are attached and made a part of this Agreement.
2. All language not changed in the TA's or in the current agreement remains status quo.

FOR FMSD

Date: 11-19-25

George Kleidon, Ed.D.
Assistant Superintendent, HR

FOR FMEA

Date: 11/19/25

Edgar Quiroz-Medrano
Lead Negotiator

Tentative Agreement between
the Franklin-McKinley School District and the FMEA

April 23, 2026

The parties agree to fully settle the reopener negotiations for the Collective Bargaining Agreement for the 2026-2027 school year based on the following:

1. TAs for Articles III and VIII are provided below.

2. Parties agree to a one-year Side Letter of Agreement regarding the Student Art & Music Teacher Prep Pilot Program for the 2026-2027 school year.

3. All language not changed in TA's or in the current agreement remains status quo.

FOR FMSD

george.kleidon Date: 5/21/2026

George Kleidon, Ed.D.
Assistant Superintendent, HR

FOR FMEA

Tuan-Anh Huynh Date: 5/21/2026

Tuan-Anh Huynh
FMEA President

APPENDIX A

Franklin-McKinley School District
Catastrophic Leave Form (Article 5.6)
Donations/Withdrawal Request

Date:_____

Name:_____

School Site:_____

OPTIONAL - DEPOSITS (1 Day Every Other Year) - OPTIONAL

Current amount of accrued sick leave: _____days (minimum 10)

Date of Deposit:_____
(Between July 1st and October 1st or 30 calendar days from the 1st day of resuming or beginning work)

This contribution by each participating unit member shall be limited to one (1) day of sick leave every other year. Contributions are irrevocable. (5.6.2.7)

WITHDRAWALS

Withdrawal Request Date:_____

Number of days requesting to withdraw:_____
(30 day maximum)

Reason for Withdrawal Request_____

_____

Do you qualify for workers compensation benefits?_____YES_____NO

Are you eligible for a Disability Award, Retirement under STRS or Social Security?_____YES_____NO

Doctor's note attached/received?_____YES_____NO

(Must be received within twenty calendar days of the request. Failure to submit within the allocated time shall disqualify the unit member from further Catastrophic Leave payments.)

FOR HUMAN RESOURCES USE ONLY

Withdrawal Request: _____Approved
_____Denied

Reason for denial: _____

_____

_____

_____

APPENDIX B

Franklin-McKinley School District
Board Policy
Recovery For Property Loss Or Damage

BP 3515.4
Business and Non-instructional Operations

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. To discourage such acts, the district shall seek reimbursement of damages, within the limitations specified in law, from any individual, or from the parent/guardian of any minor, who has committed theft or has willfully damaged district or employee property.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5131 - Conduct)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5136 - Gangs)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Rewards

When district or law enforcement officials have not been able to identify the person(s) responsible for the theft or vandalism of district property, the Board may authorize a reward for the identification and apprehension of the responsible person(s).

The Board authorizes the Superintendent or designee to offer a reward in any amount he/she deems appropriate, not exceeding $2,500. A reward in excess of $2,500 shall be authorized in advance by the Board.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure.

Legal Reference:
EDUCATION CODE
19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring
19911 Libraries, willful detention of property
44810 Willful interference with classroom conduct
48904 Liability of parent/guardian for willful misconduct
CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor
GOVERNMENT CODE
53069.5 Reward for information concerning person causing death, injury, or property damage
53069.6 Actions to recover damages
54951 Local agency, definition
PENAL CODE
484 Theft defined
594 Vandalism
594.1 Aerosol paint and etching cream
640.5 Graffiti; facilities or vehicles of governmental entity
640.6 Graffiti

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

APPENDIX C

Franklin-McKinley School District

PROGRESS/SUMMARY EVALUATION

EVALUATEE NAME_____DATE_____SCHOOL/DEPT. _____

PROBATIONARY_____PERMANENT_____PRESENT ASSIGNMENT_____

	Competent	Improvement Needed	Unsatisfactory
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Connecting students' prior knowledge, life experience and interests with learning goals.			
2. Using a variety of instructional strategies and resources to respond to students' diverse needs.			
3. Facilitating learning experiences that promote autonomy, interaction and choice.			
4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.			
5. Promoting self-directed, reflective learning for all students.			
UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Demonstrating knowledge of subject matter content and student development.			
2. Organizing curriculum to support student understanding of the subject matter.			
3. Interrelating ideas and information within and across subject matter areas.			
4. Developing student understanding through instructional strategies that are appropriate to the subject matter.			
5. Using materials, resources and technologies to make subject matter accessible to all students.			
PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.			
2. Establishing and articulating goals for student learning.			
3. Developing and sequencing instructional activities and materials for student learning.			
4. Designing short-term and long-term plans to foster student learning.			
5. Modifying instructional plans to adjust for student needs.			
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Creating a physical environment that engages all students.			
2. Establishing a climate that promotes fairness and respect.			
3. Promoting social development and group responsibility.			
4. Establishing and maintaining standards for student behavior.			
5. Planning and implementing classroom procedures and routines that support student learning.			
ASSESSING STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Establishing and communicating learning goals for all students.			
2. Collecting and using multiple sources of information to assess student learning.			
3. Involving and guiding all students in assessing their own learning.			
4. Using the results of assessments to guide instruction.			
5. Communicating with students, families and other audiences about student progress.			
6. Evidence of achievement towards meeting grade level standards on district assessments.			
DEVELOPING AS A PROFESSIONAL EDUCATOR (assessed by one or more of the following: reflection, observation, documentation or conferences).			
1. Reflecting on teaching practice and planning professional development.			
2. Establishing professional goals and pursuing opportunities to grow professionally.			
3. Working with communities to improve professional practice.			
4. Working with families to improve professional practice.			
5. Working with colleagues to improve professional practice.			
6. Complies with district established rules, regulations, policies, contracts and laws.			

Franklin-McKinley School District

PROGRESS/SUMMARY EVALUATION

(All areas marked for Improvement must be fully explained in the Recommendations section. If the recommendation is being made for reemployment with qualifications, the evaluator must Indicate which area(s) of the evaluation are the basis for this recommendation).

COMMENDATIONS AND RECOMMENDATIONS

Commendations:

Recommendations:

I have received a copy of this evaluation. I understand that my signature does not necessarily indicate agreement with its content. I further understand that I may append a statement to this evaluation within the (10) days.

Evaluatee Signature	Date	Evaluator Signature	Date

APPENDIX D

FRANKLIN-MCKINLEY SCHOOL DISTRICT
CERTIFICATED STAFF OBJECTIVE FORM

Evaluatee:_____ Position:_____
Evaluator: Position:

School Year: Date:

Objective: Be explicit. State desired outcome and method of measuring results.

Action Plan: State steps or activities that will be conducted to achieve the objectives. Indicate approximate date when each will be completed. Also indicate how you will document completion.

ASSESSMENT OF RESULTS (To be completed by evaluatee and reviewed by Evaluator).

Check	Objective was:	Reviewed by Evaluator:
___	Fully Achieved	___ Concur with Evaluatee's Assessment
___	Partially Achieved	___ Don't Concur
___	Not Achieved (*)	
___	In Progress (*)	

(*) Explanations required; use separate sheet
Note: Attach to Progress/Summary Evaluation Report

APPENDIX E

Franklin-McKinley ESD

Board Policy

Sexual Harassment

BP 4119.11
Personnel

The Governing Board prohibits sexual harassment of district employees. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify, or otherwise participate in the complaint process established pursuant to this policy and accompanying administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Any district employee who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her supervisor, the principal, district administrator, or Superintendent.

A supervisor, principal, or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 -

Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
11009 Employment discrimination
11021 Retaliation
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments
CODE OF FEDERAL REGULATIONS, TITLE 34
106.9 Dissemination of policy
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:
OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL
Protecting Students from Harassment and Hate Crime, January 1999

WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr/index.html

Policy FRANKLIN-MCKINLEY SCHOOL DISTRICT
adopted: August 22, 2017 San Jose, California

APPENDIX F

RELEASE FORM – FMEA BOARD OF DIRECTORS AND REPRESENTATIVE COUNCIL

_____-_____ SCHOOL YEAR

I am a member of the FMEA

Board of Directors
Representative Council

Attending Monday meetings of this groups require that I leave school _____ minutes before the regular work day ends on days these meetings are held.

My plan for making up this on-site time is as follows:

_____ _____
Employee Date

_____ _____
Approved by Site Administrator Date

APPENDIX G – 1

Franklin-McKinley School District
Certificated Salary Schedule
Fiscal Year 2026-2027 (1.25% Increase Effective July 1, 2026)
184 Work Days (11 Month)

	B.A. I	B.A. + 30 II	B.A. + 45 III	B.A. + 60 IV	B.A. + 75 V
1	66,480.85	75,344.47	79,353.40	-	-
2	68,282.26	78,852.28	82,859.35	86,870.15	90,879.08
3	72,056.47	82,358.23	86,369.03	90,377.96	94,385.03
4	75,830.68	85,867.91	89,874.98	93,883.92	97,892.85
5	79,606.75	89,373.87	93,382.80	97,389.87	101,400.67
6	83,379.10	92,879.82	96,888.75	100,899.55	104,908.48
7	87,155.17	96,387.64	100,394.71	104,405.50	108,414.44
8	90,929.38	99,893.59	103,904.39	107,913.32	111,920.39
9	94,705.45	103,403.27	107,410.34	111,419.27	115,428.21
10	98,479.66	106,909.22	110,918.16	114,925.23	118,936.02
11	102,253.87	110,415.18	114,424.11	118,434.90	122,443.84
12		113,922.99	117,930.06	121,940.86	125,949.79

Master's Incentive Increment: $1,850
Additional Master's Incentive Increment is added when applicable: $2,000
Doctorate Incentive Increment: $2,000

Longevity Increments: Classification II, III, IV, and V only:
(Based on years of service in the Franklin-McKinley School District)

14th through 17th year:	$1,600
18th through 21st year:	$3,100
22nd through 25th year:	$4,600
26th year and thereafter:	$6,100

Effective 7/1/2026
1.25% Increase

APPENDIX G-2

Franklin-McKinley School District

Certificated Salary Pay Schedule

Fiscal Year 2026-2027 (1.25% Increase Effective July 1, 2026)

184 Work Days (11 Month)

		Range				
		I	II	III	IV	V
Years of Experience	Rate of Pay	B.A. Degree	B.A. Degree + 30 Units	B.A. Degree + 45 Units	B.A. Degree + 60 Units	B.A. Degree + 75 Units
1	**Annual**	**66,480.85**	**75,344.47**	**79,353.40**	-	-
	11 month	6,043.71	6,849.50	7,213.95	-	-
	Daily	361.31	409.48	431.27	-	-
2	**Annual**	**68,282.26**	**78,852.28**	**82,859.35**	**86,870.15**	**90,879.08**
	11 month	6,207.48	7,168.39	7,532.67	7,897.29	8,261.73
	Daily	371.10	428.55	450.32	472.12	493.91
3	**Annual**	**72,056.47**	**82,358.23**	**86,369.03**	**90,377.96**	**94,385.03**
	11 month	6,550.59	7,487.11	7,851.73	8,216.18	8,580.46
	Daily	391.61	447.60	469.40	491.18	512.96
4	**Annual**	**75,830.68**	**85,867.91**	**89,874.98**	**93,883.92**	**97,892.85**
	11 month	6,893.70	7,806.17	8,170.45	8,534.90	8,899.35
	Daily	412.12	466.67	488.45	510.24	532.03
5	**Annual**	**79,606.75**	**89,373.87**	**93,382.80**	**97,389.87**	**101,400.67**
	11 month	7,236.98	8,124.90	8,489.35	8,853.62	9,218.24
	Daily	432.65	485.73	507.52	529.29	551.09
6	**Annual**	**83,379.10**	**92,879.82**	**96,888.75**	**100,899.55**	**104,908.48**
	11 month	7,579.92	8,443.62	8,808.07	9,172.69	9,537.13
	Daily	453.15	504.78	526.57	548.37	570.15
7	**Annual**	**87,155.17**	**96,387.64**	**100,394.71**	**104,405.50**	**108,414.44**
	11 month	7,923.20	8,762.51	9,126.79	9,491.41	9,855.86
	Daily	473.67	523.85	545.62	567.42	589.21
8	**Annual**	**90,929.38**	**99,893.59**	**103,904.39**	**107,913.32**	**111,920.39**
	11 month	8,266.31	9,081.24	9,445.85	9,810.30	10,174.58
	Daily	494.18	542.90	564.70	586.49	608.26
9	**Annual**	**94,705.45**	**103,403.27**	**107,410.34**	**111,419.27**	**115,428.21**
	11 month	8,609.59	9,400.30	9,764.58	10,129.02	10,493.47
	Daily	514.70	561.97	583.75	605.54	627.33
10	**Annual**	**98,479.66**	**106,909.22**	**110,918.16**	**114,925.23**	**118,936.02**
	11 month	8,952.70	9,719.02	10,083.47	10,447.75	10,812.37
	Daily	535.22	581.03	602.82	624.59	646.39
11	**Annual**	**102,253.87**	**110,415.18**	**114,424.11**	**118,434.90**	**122,443.84**
	11 month	9,295.81	10,037.74	10,402.19	10,766.81	11,131.26
	Daily	555.73	600.08	621.87	643.67	665.46
12	**Annual**	-	**113,922.99**	**117,930.06**	**121,940.86**	**125,949.79**
	11 month	-	10,356.64	10,720.91	11,085.53	11,449.98
	Daily	-	619.15	640.92	662.72	684.51

Master's Incentive Increment: $1,850
Additional Master's Incentive Increment is added when applicable: $2,000
Doctorate Incentive Increment: $2,000

Longevity Increments: Classification II, III, IV and V only:
*(Based on years of service in the Franklin-McKinley School District)

14th through 17th years:	$1,600.00
18th through 21st years:	$3,100.00
22nd through 25th years:	$4,600.00
26th year and thereafter:	$6,100.00

APPROVED
JUN 09 2026
By: Gerry Kher

Effective 7/1/2026
1.25% Increase

APPENDIX G-3

Franklin-McKinley School District

Psychologist/Nurse/Speech Therapist/Social Worker Annual Salary Schedule

Fiscal Year 2026-2027 (1.25% Increase Effective July 1, 2026)

(194 Work Days)

Years of Experience	Annual Salary	75+ Units
First	$97,255.74	$102,564.97
Second	$102,114.15	$107,434.56
Third	$107,235.23	$112,551.91
Fourth	$112,531.42	$117,853.68
Fifth	$118,140.57	$123,442.35
Sixth	$124,031.02	$129,338.38
Seventh	$130,316.40	$135,610.72

Master's Incentive Increment: $1,850
Additional Master's Incentive Increment is added when applicable: $2,000
Doctorate Incentive Increment: $2,000

Longevity Increments:
(Based on years of service in the Franklin-McKinley School District.)

14th through 17th year:	$1,600
18th through 21st year:	$3,100
22nd through 25th year:	$4,600
26th year and thereafter:	$6,100

Effective 7/1/2026
1.25% Increase

APPENDIX G-4

Franklin-McKinley School District

Psychologist/Nurse/Speech Therapist/Social Worker Salary Schedule

Fiscal Year 2026-2027 (1.25% Increase Effective July 1, 2026)

194 Work Days

		Range	
		I	II
Years of Experience	Rate of Pay		75 + Units
1	**Annual**	**97,255.74**	**102,564.97**
	11 month	8,841.43	9,324.09
	Daily	501.32	528.69
2	**Annual**	**102,114.15**	**107,434.56**
	11 month	9,283.10	9,766.78
	Daily	526.36	553.79
3	**Annual**	**107,235.23**	**112,551.91**
	11 month	9,748.66	10,231.99
	Daily	552.76	580.16
4	**Annual**	**112,531.42**	**117,853.68**
	11 month	10,230.13	10,713.97
	Daily	580.06	607.49
5	**Annual**	**118,140.57**	**123,442.35**
	11 month	10,740.05	11,222.03
	Daily	608.97	636.30
6	**Annual**	**124,031.02**	**129,338.38**
	11 month	11,275.55	11,758.03
	Daily	639.34	666.69
7	**Annual**	**130,316.40**	**135,610.72**
	11 month	11,846.95	12,328.25
	Daily	671.73	699.02

Master's Incentive Increment: $1,850

Additional Master's Incentive Increment is added when applicable: $2,000

Doctorate Incentive Increment: $2,000

Longevity Increments:

*(Based on years of service in the Franklin-McKinley School District)

14th through 17th years:	$1,600.00
18th through 21st years:	$3,100.00
22nd through 25th years:	$4,600.00
26th year and thereafter:	$6,100.00

APPROVED
JUN 09 2026
By:

Effective 7/1/2026
1.25% Increase

APPENDIX - H

SIDE LETTER – OBLIGATION TO BARGAIN

The parties acknowledge an obligation to bargain, upon request, regarding the impact of the Reinvesting in California Schools Act Initiative, if enacted, which affects the terms of this Agreement.

APPENDIX - I Ed Code 48900, 48910 and 49079

California Education Code - §48900.

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) A superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities

California Education Code - §48910

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900 , for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900 , to the principal or the designee of the principal for consideration of a suspension from the school.

California Education Code - §49079

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2 , 48900.3 , 48900.4 , or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

APPENDIX - J

California Education Code - §44977.5

(a)(1) Notwithstanding any other law, during each school year, a person employed in a position requiring certification qualifications may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

(2) In school districts that use the differential pay system described in Section 44977 , when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code , the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.

(3) In school districts that use the differential pay system described in Section 44983 , when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code , the person shall be compensated at no less than 50 percent of his or her regular salary for the remaining portion of the 12-workweek period of parental leave.

(b) For purposes of subdivision (a), all of the following apply:

(1) The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

(2) A person employed in a position requiring certification qualifications shall not be provided more than one 12-week period for parental leave during any 12-month period.

(3) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code . The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

(c) This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing school district.

(d) Notwithstanding subdivision (a) of Section 12945.2 of the Government Code , a person employed in a position requiring certification qualifications is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

(e) Nothing in this section shall be construed to diminish the obligation of a public school employer to comply with any collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code that provides greater parental leave rights to employees than the rights established under this section.

(f) For purposes of this section, "* * * parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

APPENDIX - K

California Education Code - §44978.2

(a)(1) In addition to any other entitlement for leave of absence for illness or injury with pay, a certificated employee hired on or after, or employed on or after, January 1, 2017, who is a former active duty member of the Armed Forces of the United States or a former or current member of the California National Guard or a federal reserve component, with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability.

(2) Credit for leave of absence for illness or injury granted under this subdivision shall be credited to a qualifying certificated employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs, or on the first day the qualifying certificated employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment.

(3) Notwithstanding paragraph (2), credit for leave of absence for illness or injury granted under this subdivision shall be credited to a certificated employee on the date the employee receives confirmation of submission of his or her disability application to the United States Department of Veterans Affairs. When the certificated employee receives his or her disability rating decision from the United States Department of Veterans Affairs, the employee shall report that information to the employer. If the certificated employee's disability rating decision makes the employee ineligible pursuant to paragraph (1), the employer may change the leave of absence for illness or injury time used before the disability rating decision to an alternative leave balance. If the certificated employee's disability rating decision makes the employee eligible pursuant to paragraph (1), the employee shall be entitled to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability minus the time used before the disability rating decision, for the 12-month period beginning with the confirmation of submission of his or her disability application.

(4) Leave of absence for illness or injury credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.

(5) Submission of satisfactory proof that a leave of absence for illness or injury granted under this subdivision is used for treatment of a service-connected disability may be required pursuant to rules adopted by the governing board of a school district.

(b) A certificated employee, as described in subdivision (a), employed less than 5 days per week, shall be entitled to that proportion of 10 days' leave of absence for illness or injury granted pursuant to subdivision (a) as the number of days he or she is employed per week bears to 5.

(c) Nothing in this section shall be construed to diminish the obligation of a public school employer to comply with any collective bargaining agreement entered into by a public school employer and an exclusive bargaining representative pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code that provides greater leave of absence rights to employees than the rights established under this section.