CSEA AGREEMENT
2024-2027



Agreement by and between the

California School Employees

Association CSEA Chapter 518

and

Farmersville Unified School District

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ARTICLE 1: AGREEMENT, DURATION AND NEGOTIATIONS PROCEDURES

1.1 **Agreement.** The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between Farmersville Unified School District, the California School Employees Association ("CSEA") and its Farmersville Chapter #518 (collectively, the "Parties"). This Agreement is entered into pursuant to Chapter 10.7. Sections 3540-3549 of the Government Code.

1.2 **Duration:** This agreement shall remain in full force and effect from July 1, 2024 through June 30, 2027 (three years)

1.3 **Reopeners.** During the 2025-2026 school year and 2026-2027 school year, the parties agree to negotiate Pay, Fringe Benefits, and two (2) additional articles chosen by each party. The Parties will submit re-opener proposals in April of each year of this Agreement. The proposals will be submitted in time for placement on the April Board agenda. The Parties agree to commence negotiations on a successor contract after April 2027.

1.4 **Severability.** If any provision of this Agreement is held to be void, voidable or unenforceable as a matter of law, the remaining portions of the Agreement shall remain in full force and effect.

1.5 **Negotiations Procedures.**

1.5.1 Notification and Public Notice. Prior to the start of negotiations, the Parties shall exchange initial proposals and the District shall provide public notice of the proposals in compliance with law.

1.5.2 Commencement of Negotiations. After satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

1.5.3 Release Time for Negotiations. CSEA shall have the right to designate five (5) employees and the Chapter President (six total), who shall be given reasonable release time to participate in negotiations.

1.5.4 Tentative Agreement and Ratification. Once a tentative agreement is reached, the tentative agreement shall be reduced to writing. The Association agrees to present the written tentative agreement in good faith to its membership for approval as soon as possible and to notify the District in writing whether the tentative agreement has been approved or disapproved. Similarly, the District agrees to present the written tentative agreement in good faith to its governing board for approval and to notify the Association in writing whether the tentative agreement has been approved or disapproved. If either party fails to approve the Tentative Agreement, the Parties agree to immediately recommence negotiations.

1.5.5 **Final Agreement.** The District agrees to revise the Collective Bargaining Agreement to incorporate the changes contemplated by the tentative agreement(s) within sixty (60) business days following ratification by both the Association and the District's governing board. The final Collective Bargaining Agreement shall be signed by both Parties and initialed on each page, then published as set forth below.

1.5.6 **Publication of the Agreement.** Upon final approval by both the District and the Association, the District agrees to publish the final Agreement by posting the final Agreement on the District's website and emailing a PDF copy and word processing copy to the Association President and Field Representative. The District will notify the Association President and Field Representative when it has been posted on the District's website. The Association agrees to review the final Agreement as posted on the District's website with in thirty (30) calendar days after its posting and notify the District in writing of any errors. One (1) hard copy of the Agreement will be placed at each school site and/or department and available to unit members.

ARTICLE 2: RECOGNITION

2.1 **Acknowledgment.** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees holding those positions described in Appendix A: Attached hereto and incorporated by reference as a part of this Agreement.

2.2 **New Positions.** New classification created or positions added to classes shall be subject to negotiations between the Board and CSEA to determine if those positions are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) and shall be subjected to the grievance procedures contained in this contract.

2.3 **District Authority.** It is understood and agreed that the Board retains all of its power and authority to direct, manage, and control its operation to full extent of the law except as modified, abridged, or limited by this Agreement or by Chapter 10.7 (commencing with section 3540), Division 4 of Title I of the California Government Code.

ARTICLE 3: DISCRIMINATION

3.1 **Discrimination Prohibited.** No employee in the unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

ARTICLE 4: CHECK OFF ORGANIZATIONAL SECURITY

4.1 **Check Off:** CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.

A. The District shall deduct in accordance with the CSEA dues schedule, for the wages of all unit members who have submitted authorization forms to CSEA.

B. The District shall deduct the initiation fee and dues in accordance with the dues schedule, from the wages of all unit members who after the date of execution of the Agreement, become members of CSEA and submit to CSEA a dues authorization form.

C. The District shall not interfere with the terms of any agreement between CSEA and the District's employee regarding that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specific window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

D. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation requests.

E. The employers shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty {30) days or more after such submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.

4.2 **Religious Objection:** If an employee in the bargaining unit belongs to a recognized religious sect which does not permit it members to pay a representation fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in a scholarship, the amount deducted will be deposited by the District with recognized charitable organization designated by the employee but in no event shall the charitable organization be a religious sect.

For a member of the bargaining unit who does not pay the Association membership dues or service fee, the District's sole responsibility and obligation shall be to notify said employee, in writing, and he/she is in violation of this Article of the Agreement.

4.3 **Hold Harmless Clause:** CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

The Association agrees to furnish any information required by the District to fulfill the provisions of this Article and the District shall not be held in jeopardy or liability should the Association fail to provide such information.

ARTICLE 5: ORGANIZATIONAL RIGHTS

5.1 **CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

5.1.1 Organizational representatives shall have reasonable access to all school buildings to discuss organizational business with all employees, provided it does not interfere with the educational program. The organizational representative shall inform the building principal, or, in the principal's absence, the office secretary when on-site visits are made.

5.1.2 The right to use institutional bulletin boards, mailboxes, and the use of the intra- school mail system for the posting or transmission of information or notices concerning CSEA matters. This includes the right to use District email in compliance with the District's Board Policies and Technology Use Agreement applicable to District technology. The use of District technology for union-related communication shall occur during non-work time. The Parties understand that there is no expectation of privacy when using District technology.

5.1.3 The right to use institutional equipment, facilities, and buildings at reasonable times, as defined by District policy.

5.1.4 The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.

5.1.5 The right to be supplied with a seniority roster of all bargaining unit employees upon request.

5.1.6 The right to receive two (2) copies of any public budget or financial material submitted at regular meetings of the Governing Board necessary for CSEA to fulfill its role as the exclusive bargaining representative.

5.1.7 The right to receive one (1) copy of the regular Board packet upon request.

5.1.8 The right to designate two (2) CSEA bargaining unit employees to be released up to five (5) days each to attend the CSEA state conference.

5.1.9 The right to have District Human Resources staff include CSEA materials, including but not limited to a copy of the current collective bargaining agreement, in the District's orientation packet provided to new hires for bargaining unit positions.

5.2 **Distribution of Contract:** Within thirty (30) days after the execution of this contract the District shall distribute an electronic copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be provided with an electronic copy of this Agreement by the District at the time of employment. Each bargaining unit employee shall be provided by the District an electronic copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. The District shall provide a paper copy of the contract or any written changes to the contract to any bargaining unit employee upon request. A hard copy shall be kept available for review at each school site office, major department office and the District office.

ARTICLE 6: EMPLOYEE EVALUATIONS

6.1 Evaluations:

6.1.1 Probationary Employees: The initial probationary period for service in a classified position shall be six (6) months of paid service or 130 days of paid service, whichever is longer. "Paid service" shall include only days on which the employee is in paid status, excluding any unpaid leaves or breaks in service. Probationary employees shall be evaluated two times: once before the end of the first three (3) months of paid service, and before the end of the first six (6) months of paid service.

Failure to complete an evaluation shall not be construed as granting permanency, nor shall it alter the probationary status of the employee. The District retains the right to release probationary employees at any time during the probationary period, with or without cause.

6.1.2 Promotional Probationary Employees: The probationary period for service in a promotional position shall be six (6) months of paid service or 130 days of paid service, whichever is longer, and shall include at least one evaluation before the end of their first four (4) months of the promotional probationary period. Employees who fail to complete six (6) months or 130 days of paid service, whichever is longer, in the promotional position shall return to the position originally promoted from permanent status.

6.1.3 Permanent Employees: Permanent employees shall be evaluated a minimum of once annually. At his or her discretion, the evaluator may conduct additional evaluations of a permanent employee during the work year.

6.2 Procedures:

6.2.1 Evaluation Process: The employee's immediate supervisor, general supervisor, or designee, shall be responsible for conducting the employee's evaluation on the form attached in Appendix B. The employee shall be notified in writing as early as practical in the school year who their evaluator will be.

6.2.2 Receipt of Evaluation: A completed evaluation shall be shared with the employee. The employee's immediate supervisor shall meet with the employee to review and discuss the evaluation.

6.2.3 Acknowledgement of Receipt of Evaluation: No evaluation shall be placed in any employee's personnel file until the evaluation has been reviewed with the employee and the employee has signed and dated the evaluation indicating he or she has reviewed the evaluation. The employee's signature on the evaluation only signifies that the employee has reviewed the evaluation. The employee's signature on the evaluation does not signify the employee's agreement with the contents of the evaluation. In the event an employee refuses to sign the evaluation form, the evaluator shall note the refusal on the form and forward the completed evaluation for inclusion in the employee's personnel file and hard copy along with an email shall be provided to the employee.

6.2.4 Copy of Evaluation: The employee will receive a copy of the evaluation at the time.

6.2.5 **Basis of Evaluation:** The evaluation shall be based on the employee's overall performance, including their ability to effectively perform the work outlined in their job description. Evaluations shall be based on the immediate supervisor's, general supervisor, or designee's direct observations, supervisory knowledge, work product review, and credible information received in the course of supervisory duties. Any formal negative evaluation comments should include examples where reasonably possible.

6.2.6 **Employee Response to Evaluation:** The parties agree that evaluations are not subject to the grievance procedure. An employee may submit a written response to his or her evaluation, within ten (10) working days following receipt of the evaluation. The response shall be attached to the employee's evaluation and maintained in the employee's personnel file.

6.2.7 **Evaluation Storage:** Upon completion and signature, all evaluations shall be maintained in the employee's personnel file in the District Office and maintained as confidential.

Performance Appraisal: The District's performance appraisal for classified employees shall be attached as Appendix B.

6.3 **Personnel Files:**

6.3.1 **Storage of Personnel Files:** The personnel file of each employee shall be maintained at the District's Central Administration Office.

6.3.2 **Material Placed in Personnel Files:** Employees shall be provided with copies of any written material of a negative nature prior to the document being placed in the employee's personnel file. The employee shall be given an opportunity to prepare a written response which shall be attached to the material prior to placement in the employee's personnel file.

6.3.3 **Inspection Rights:** An employee shall have the right, at any reasonable time, outside of regular working hours, to examine, inspect and/or obtain copies of any material from the employee's personnel file.

6.3.3.1 An employee may not inspect ratings, reports, or records which:

a) Were obtained prior to the employment of the employee.
b) Were prepared by identifiable interview panel members, or
c) Were obtained in connection with a promotional examination.

6.3.4 **Confidentiality of Personnel Files:** All personnel files are confidential and shall not be made available for inspection to anyone other than confidential, supervisory, and management employees of the District.

6.3.5 **Personnel File Access:** The District shall keep a log indicating the name of the person who has accessed an employee's personnel file, the name of the employee whose file was accessed as well as the date this occurred.

6.3.5.1 Both the log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative (if authorized by the employee). Authorization from the employee to allow the CSEA representative to examine the employee's personnel file must be in writing. The log shall be maintained and stored in the employee's personnel file.

6.3.5.2 The Superintendent, his/her secretaries, human resources personnel and business manager/chief business officer are exempt from recording their access to employee personnel files in the log described in section 4.3.5.

6.3.6 **Placement of Documents into Personnel File:** Any person shall sign the material and signify the date of which such material was drafted prior to placing the material into an employee's personnel file.

ARTICLE 7: HOURS AND OVERTIME

7.1 **Work Year.** The work year for classified unit members shall be established by the District. The District shall convene a committee to discuss the instructional calendar for the next school year. The CSEA chapter president, or his/her designee, shall be included on the committee.

7.1.1 10- month employees' work year is between 176-199 workdays.
7.1.2 11- month employees' work year is between 200 -246 workdays.
7.1.3 12- month employees' work year is 247 or more workdays.
7.1.4 10 and 11-month employee calendars for the following school year shall be distributed by May 15, or as soon thereafter, pending board approval. A signed copy of the calendar shall be returned to their supervisor by May 31.

7.2 **Employee Workweek.** The workweek for full-time classified unit members of the District shall consist of five (5) consecutive workdays and forty (40) hours per week, beginning Monday and ending on a Friday, unless otherwise stated in the job description of the position. This Article does not restrict the District from extending the regular workday or workweek on an overtime basis. In the event the District needs to alter the above mentioned workweek, CSEA and the District shall meet to negotiate the changes.

7.3 **Workday.** The workday for all employees shall be established and regularly followed by the District at the beginning of each school year. Full-time classified unit members shall work eight (8) hours per day.

7.3.1 Once during the school year, a supervisor and unit member may agree to adjust the unit member's start time by not more than 30 minutes before or after the start time that was set at the beginning of the year.

7.3.2 If the change in start time exceeds 30 minutes, or if the unit member and supervisor are unable to reach an agreement for adjustment to start time, a CSEA representative and the District's human resources department will be contacted to meet and negotiate in an effort to resolve the adjustment of the start time.

7.4 **Meal Periods.** Unit members who work six (6) or more hours during the workday shall be provided an unpaid meal period of one-half (1/2) hour. The requirement to take a one- half (1/2) hour unpaid meal break applies for every additional six (6) hours the unit members works within a workday. If a unit member works, no more than six (6) hours the meal period may be waived by mutual consent of both the District and the unit member. The waiver shall be in writing. Meal periods may not be used to lengthen a rest period. Meal periods are to be taken each day and cannot be skipped to make up for a late arrival at work or to leave work early, unless approved by a supervisor in case of emergency.

7.4.1 The District will make every effort to provide a duty- free meal period whenever it is necessary for a bargaining unit member to be on official business during or after their regular workday. It is the bargaining unit member's responsibility to exercise the meal period.
7.4.2 If a bargaining unit member is required by their immediate supervisor to work during his/her meal period, they shall receive pay at the rate established by California Law for all time worked during their normal meal period. It is the employee's responsibility to submit a timesheet.
7.4.3 Any employee on a field trip with students who are unable to take an uninterrupted meal shall be compensated for thirty (30) minutes. It is the employee's responsibility to submit a timesheet.

7.5 **Rest Periods.** Unit members working four (4) continuous hours or more a day shall be provided uninterrupted fifteen (15) minute rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, or major fraction thereof. "Major fraction" includes a work period of more than two hours. Time from unused rest periods may not be used to lengthen meal period(s), unless approved by a supervisor in case of emergency. Rest periods are to be taken each day and cannot be skipped to make up for a late arrival at work or to leave work early, unless approved by a supervisor in case of emergency.

7.6 **Extra Time Definition**. Extra time refers to additional work hours assigned to a bargaining unit member by a supervisor or District administrator beyond the employee's regular daily or weekly schedule but not exceeding eight (8) hours in a day or forty (40) hours in a week. Extra time shall be compensated at the employee's regular hourly rate of pay. This provision applies to both part-time and full-time bargaining unit members, including work performed outside the bargaining unit member's regular calendar (e.g., summer school, intersession, or special projects), when such work does not exceed the daily or weekly overtime threshold. This article does not impact the District's ability to utilize persons who are not regularly employed by the District to work as a substitute employee for an absent bargaining unit member who is using vacation or is on leave under Article 12, or while a vacant position is being filled.

7.6.1 Extra Time Distribution. All extra time hours shall be distributed on a rotational basis by seniority as equally as is practical among bargaining unit members within each work site by classification. This will be done first by job classification within the site or department, then as determined appropriate by the District.

7.6.2 The District may require bargaining unit member assigned extra time or overtime, to remain in that assignment for the duration of the assignment, even if the additional hours result in the employee working in excess of eight (8) hours per day or forty (40) hours per week. Such excess hours shall be compensated at the applicable overtime rate. If, in performing assigned duties, the employee determines that additional time beyond the assigned hours will be required to complete the work, the bargaining unit member must obtain prior approval of the Supervisor before continuing beyond the assigned time.

7.7 **Overtime.** Overtime is any time worked in excess of eight (8) hours in any one day or forty (40) hours in any calendar week. Compensation for overtime shall be provided at a rate equal to one and one-half at the unit member's regular rate of pay.

7.7.1 Unit members whose workday average is four (4) or more hours per day shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following commencement of the workweek at the rate equal to one and one-half (1/2) times the unit member's regular rate of pay.

7.7.2 Unit members whose workday average is less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following commencement of the workweek at the rate equal to one and one-half (1 ½) times the unit member's regular rate of pay.

7.7.3 All overtime must be approved in advance in writing by the employee's immediate supervisor, except verbal authorization is allowed in case of emergency.

7.7.4 **Overtime Distribution.** The District shall assign overtime to qualified bargaining unit members within each worksite by classification, first by rotation beginning with the most senior employee or determined appropriate by the District when the overtime is not specific to a particular job classification (e.g., school events requiring general assistance), the District shall assign the work by seniority. Only if there are no qualified part-time bargaining unit members or other bargaining unit members who will not result in overtime available, overtime may be assigned.

7.7.4.1 If no bargaining unit members at the site where the overtime occurs accept the overtime assignment, the District may offer the assignment to other bargaining unit members within the same classification at different school sites, beginning with the most senior employee and rotating accordingly.

7.8 **Compensatory Time Off.** Bargaining unit members may request to earn compensatory time off in lieu of cash compensation for overtime worked in accordance with state and federal law.

7.8.1 **Payment.** Employees will receive compensatory time at a rate of one and one-half(½) hours for each hour of overtime worked.

7.8.2 **Scheduling.** The District shall permit an employee who requests to use compensatory time to do so within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District. The employee shall provide notice to their supervisor when requesting compensatory time off. The employee shall obtain approval through the District's electronic absence reporting system, which the employee must submit at least seventy-two (72) hours in advance.

7.8.3 **Accrual and Payout.** Bargaining unit members authorized to take compensatory time in lieu of cash compensation for authorized overtime shall take the compensatory time off within the fiscal year it was earned. If not scheduled by July 10 of the next fiscal year, the employee shall be paid for all compensatory time accrued of more than 40 hours. The District encourages bargaining unit members to rake the hours accumulated in the year this it was accrued. Compensatory time off which is not used by the employee shall be paid out to the employee at the employee's regular rate of pay. "Regular rate of pay" is the rate earned buy the employee at the time the employee receives payment for compensatory time off.

7.9 **Minimum Call-In Time.** Any employee called in to work on a day or at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

7.10 **Minimum Call-Back Time.** Any employee called back to work on the same workday after completion of their regular shift shall receive a minimum of two (2) hours at the appropriate rate of pay.

7.11 **Working Temporarily In A Higher Classification.** An employee who is assigned by his/her immediate supervisor to perform duties outside his/her classification for five or more working days within a fifteen-calendar day period shall have his/her salary adjusted for the time actually worked in the higher classification. The employee shall be paid at the higher rate for the hours worked in the higher classification upward to reflect a six percent (6%) increase over their current base salary or Step 1 on the salary schedule of the higher classification, whichever is greater, on the first day the employee works out of his/her classification.

7.12 Evening Shifts

7.12.1 Employees who are regularly assigned to begin work on or after 2:00 PM shall receive additional monthly pay of four percent (4%) of the employee's base salary.

7.12.2 Custodial employees who are regularly assigned to the evening shift may be allowed to substitute for a custodial employee who is regularly assigned to a day shift in lieu of working the evening shift if the day shift employee is absent for more than three (3) consecutive days.

7.13 Current Employees Doing Back-Fill. The District can utilize presently employed full-time and part-time bargaining unit members to back-fill for a classified employee on leave or vacation, or while a vacant position is being filled. The back-fill work may be in a position different from his/her regular assignment, or in the same classification as his/her regularly assigned classified position. The District will attempt to use bargaining unit members for back-filling prior to hiring a substitute employee. The employee performing back-fill duties may not exceed eight (8) hours in a single workday. If an employee works additional hours more than twenty (20) consecutive working days, the employee's basic assignment shall not be changed to reflect the longer hours. The employee working the extra hours will not affect the employee's eligibility for health and welfare benefits. The employees will receive additional CalPERS service credit if allowed applicable under law and regulation.

7.13.1 The District may utilize persons who are not regularly employed by the District to work as a substitute employee for an absent bargaining unit member who is using vacation or is on leave under Article 12, or while a vacant position is being filled. The District may use a presently employed part -time bargaining unit member to back-fill for an employee who is absent due to vacation or leave, or while the District is fillinga vacant position.

7.13.2 The back-fill assignments shall be offered to interested employees on a rotational basis by seniority for all interested employees who meet the qualifications for the job.

7.13.3 Employees shall annually notify their supervisor and Human Resources in writing by June 1st of each year if interested in backfilling through the next fiscal year. Employees should also include the classifications they would be interested in backfilling, along with their qualifications. No employee shall be added after June 1st. The backfill list is active for the entire fiscal year (July 1 – June 30).

7.13.4 Once the backfill list is finalized, the District shall notify each employee of their placement number on the backfill list, based on District seniority. If the employee is not satisfactorily performing the job duties or meeting the performance standards of the job classification, the employee will revert back to their regular assignment.

7.13.5 When backfill opportunities arise; Human Resources shall offer the backfill assignment directly to the next eligible employee on the list by seniority. The District shall maintain documentation of offers and responses for review upon request.

7.13.6 A currently employed bargaining unit member performing back-fill work for an employee on leave shall be paid at their current rate of pay regardless of whether the employee is working in a position/classification which is the same as his/her regular assignment, or in a lower classification. Bargaining unit members working in higher classifications shall be paid as set forth in section 7.10.

7.13.7 The currently employed bargaining unit member performing back-fill work shall not be eligible for health and welfare benefits based upon the additional work hours.

7.13.8 Based on provisions of the Affordable Care Act, the District can be required to provide health benefits to an employee if he/she averages thirty (30) hours of work per week or more. The District will monitor bargaining unit members' total work hours per week so that part-time employees do not exceed an average of thirty {30) hours of work per week or more.

ARTICLE 8: PAY

8.1 **Regular Rate of Pay.** The pay rate for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the 2025-2026 CSEA Salary Schedule attached as Appendix A. The 2024-2025 salary schedule shall be increased by two-percent (2%) for all bargaining unit members retroactive to July 1, 2025. The retroactive payment shall apply to regular base salary earnings only and shall not apply to extra time or stipends. Salary schedule increases only apply to those bargaining unit members at the time of ratification and moving forward.

During the 2024-2025 successor negotiations, the Parties agreed to a minimum increase of two percent (2%) to the 2023-2024 Classified Salary Schedule effective January 1, 2025.

The District shall provide up to four (4) hours of uninterrupted time during their regular workday to each Classified employee to complete District assigned mandated training. The immediate supervisor will coordinate the time.

8.2 **Paychecks.**

8.2.1 **Sick Leave and Vacation Balance.** Paychecks shall indicate sick leave and vacation leave balances as of the date of issue. Leave balances are dependent upon the employee submitting required absence forms.

8.2.2 **Frequency -Once Monthly.** All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

8.3 **Out of Classification Pay.** See Article 7 for provisions regarding employees working out of classification.

8.4 **Payroll Errors.**

8.4.1 **Underpayment:** If there is a payroll error resulting in an underpayment to a bargaining unit member, the District shall provide the member with a supplemental payment within five (5) work days following determination of the error, or as soon as practical thereafter.

8.4.2 **Overpayment:** If there is a payroll error resulting in an overpayment to a bargaining unit member, the District and the member shall work out a repayment plan in which the employee consents to a monthly payroll deduction over a period of time until the overpayment is reimbursed to the District. The member may request representation by CSEA in this process.

8.4.3 **Undelivered Checks:** Any paycheck for an employee in the bargaining unit which is not delivered within ten (10) days of mailing or is not direct deposited into the employee's account, shall be replaced not later than three (3) days following the employee's demand of the payroll department for replacement of the check. A ten (10) day waiting period for undelivered mailed or direct deposited checks is required by Tulare County Office of Education.

8.4.4 The District will pay for a total of three (3) employees only, to include the Maintenance/Pool Technician and two (2) alternate maintenance unit members decided by interest and seniority, to be regularly certified to maintain the district's pool(s). Unit members will not be docked for work time lost for training and the district will cover expense as per 10.1.6.

8.5 Special Compensation.

8.5.1 Longevity Pay.

8.5.1.1 Commencing with the 2018-2019 school year, all full- time, twelve (12) month employees who have completed ten (10) full years of continuous service to the District shall at the commencement of the eleventh (11th) year receive an additional Eighty-Five ($100.00) per month. Employees working less than twelve (12) months or less than full time shall receive a prorated amount.

8.5.1.2 Commencing with the 2018-2019 school year, all full-time, twelve (12) month employees who have completed fifteen (15) full years of continuous service to the District shall at the commencement of the sixteenth (16th) year receive an additional One Hundred Dollars ($150.00) per month. Employees working less than twelve (12) months or less than full time shall receive a prorated amount.

8.5.1.3 Commencing with the 2018-2019 school year, all full-time, twelve (12) month employees who have completed twenty (20) years of service to the District shall at the commencement of the twenty-first (21st) year receive an additional One Hundred Fifteen Dollars ($200.00) per month. Employees working less than twelve (12) months or less than full-time shall receive a prorated amount.

Total Years of Service to the District	Total Longevity Pay
10 Years	$100.00 per month
15 Years	$150.00 per month
20 Years	$200.00 per month

8.5.2 **Bilingual Premium Pay:** Designated employees selected by the District shall receive bilingual premium pay at a rate of One Hundred Twenty-Five Dollars ($125.00) per month, as per Article 7.1.1, 7.1.2, and 7.1.3, who routinely and consistently assist in communication in languages other than English and have passed a proficiency test. The maximum number of Instructional Aides per school site eligible to receive Bilingual Premium Pay shall not exceed five (5). The Instructional Aides who receive Bilingual Premium Pay shall be determined by seniority.

8.5.3 **School Bus Certificate Pay:** Any employee required by the District to drive a school bus must maintain a school bus drivers' certificate, and shall receive additional compensation of $200.00 per month as long as the certificate is maintained.

8.5.4 **Professional Growth Pay:** Any employee who has earned an AA/AS degree in a field related to their current job assignment shall receive a $200 annual-district stipend. Any employee who has earned a BA in a field related to their current job assignment shall be eligible for a $500 annual -district stipend. Any employee who has earned a master's degree in a field related to their current job assignment shall be eligible for a $1000 annual -District stipend.

To qualify for salary schedule placement or advancement for the applicable contract year, proof of professional growth units must be submitted via official transcript from an accredited college or university. Transcripts must be received by Human Resources at the time of hire or no later than September 1st of the applicable school year. If transcripts are received by this deadline, any resulting salary adjustment shall be applied retroactively to July 1st of that contract year. Transcripts received after September 1st will be considered for salary placement or advancement beginning the following contract year.

It shall be the responsibility of the employee to ensure timely submission of all required documentation. Failure to submit official transcripts by the stated deadline shall result in ineligibility for advancement or range change until the following contract year. No retroactive adjustments or payments will be made for documentation received after the established deadline.

8.5.5 **Night Custodian Pay.** See Article 7.12

8.6 **Anniversary Dates for Step Increase and Longevity Pay.**

8.6.1 **Employees Hired After July 1, 2006.** Any employee hired prior to January 1 of the fiscal year shall be moved to the next available step of their salary schedule on July 1 of the following fiscal year for purposes of step increases and longevity pay. Any employee hired on or after January 1 of the fiscal year shall be moved to the next available step of their salary schedule on July 1 of the second subsequent fiscal year for purposes of step increases and longevity pay.

8.6.2 **Employees Hired Before July 1, 2006.** Employees hired by the District prior to July 1, 2006, will retain their original hire dates as their anniversary date with the District for purposes of step increases and longevity pay.

8.7 **Tax/Retirement Liability.** Neither the District nor the Association make any representation or warranty with respect to the tax or retirement consequences of this agreement, including but not limited to, whether specific forms of compensation are creditable for retirement purposes. The unit members shall be responsible for their own tax and retirement planning.

8.8 **Attendance Incentive**. Perfect attendance requires a bargaining unit member's attendance at work for all duty days they are scheduled to work. Perfect attendance means no absences, tardies, early departure, late arrival, except as specially listed below.

The District shall pay on, or before January 30th, the amount of four hundred dollars ($400) to each full-time bargaining unit member who was employed and in paid status for the entire qualifying period who had perfect attendance for all duty days from July 1, through December 31 of the current school year. The District shall pay, on or before July 30th, the amount of four hundred dollars ($400)

to each full-time bargaining unit member who was employed and in paid status for the entire qualifying period who had perfect attendance for all duty days from January 1 through June 30 of the current school year.

Part-time employees shall be prorated based on their comparison to a full-time employee.

The following will not count against a member's attendance record:

a. A member is selected and does attend an in-service workshop, training, or event due to District requirement, request, or approval.
b. A member is performing a back-fill assignment.
c. A member is required and does service on or report for Jury Duty.
d. Protected release time and union activity in compliance with the law.
e. Vacation leave for 12-month employees.

ARTICLE 9: EMPLOYEE EXPENSES AND MATERIALS

9.1 **Uniforms:** For purposes of this section, the term uniform shall mean District-issued work attire designed to present a consistent and professional appearance for all staff within each department. Employees are required to wear their District-issued uniforms during all working hours unless otherwise authorized by their supervisor. The intent of this provision is to ensure staff maintain a safe, identifiable, and uniform appearance while representing the District. The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms required by the District to be worn or used by employees in the following classes:

9.1.1 **MOT and Technology Personnel:**

a. Five (5) uniforms shall be provided upon initial employment b
   Five (5) uniforms shall be provided each year thereafter
c. Uniform shall consist of pants and shirt.

9.1.2 **Cafeteria personnel:**

a. Five (5) uniforms shall be provided upon initial employment
b. Five (5) uniforms each year thereafter
c. Uniforms shall consist of aprons, tops and pants.

9.1.3 Should a bargaining unit member elect to waive all or a portion of their five (5) uniforms they shall make said election no later than May 15.

9.2 **Tools:** The District shall provide all tools, equipment, and supplies reasonably necessary to unit employees for performance of employee duties.

9.3 **Safety Equipment:** Should the duties of an employee reasonably require use of equipment or gear to ensure the safety of the employee or others, the District agrees to provide such gear or equipment.

ARTICLE 10: FRINGE BENEFITS

10.1 Health and Welfare Benefits

The District shall provide eligible bargaining unit members life insurance. Eligible unit members and their eligible dependents shall be provided with medical, dental and vision insurance plans. For the 2024-2025 school years, the District shall contribute $1,356.75/per month ($16,281.00/school year) retroactive to October 1, 2024. This contribution will cover the 2024-2025 cost of the District's Plan C covered through SISC in full.

10.2 Eligibility

10.2.1 Unit members who are regularly scheduled to work eight (8) hours per day shall be entitled to the District's Premium Contribution as defined in section 10.6 below.

10.2.2 Unit members who work less than eight (8) hours per day, but four (4) hours or more per day shall be entitled to a pro-rata amount of the District's Premium Contribution as defined in section 10.6 below. For example, a unit member working six (6) hours per day shall be entitled to 75% of the District's Premium Contribution. Any expenses in excess of the District's contribution will be at the unit member's expense pursuant to section 10.8 below.

10.2.3 Dependent eligibility shall be determined by the District's insurance carrier in accordance with all requirements of law, as the District's insurance carrier and such requirements may change from time to time.

10.3 Part-Time Unit Members

10.3.1 **Part Time Defined.** For purposes of this Article, a part-time unit member is a unit member who works less than eight (8) hours a day.

10.3.2 **Fringe Benefits on Self-Pay Basis.** Unit members who work less than four (4) hours a day shall not be entitled to any portion of the District's Premium Contribution for medical, dental and vision benefits, but may participate in any fringe benefits offered to eligible unit members on a self-pay basis so long as all premium payments are paid in advance in a timely manner as required by the District and the District's benefit carriers.

10.3.3 **Option to Decline Coverage**. Part-time unit members may decline to participate in the medical, dental and vision plans offered by the District if allowed by the District's benefit carriers.

10.4 Benefit Carriers

The health plans offered by the District will be made available from District selected benefit carriers, as those carriers may change from time to time. As of the 2015-2016 school year, the current District selected health benefit provider is Self-Insured Schools of California ("SISC").

10.5 Insurance Advisory Committee

The medical, dental, and vision plans shall be selected by the District. However, a committee shall be formed to investigate less costly health and welfare programs. Committee members shall include three District representatives and one bargaining unit member from each school site. At least three different classifications will be represented on the committee. The District will determine the dates and times of the meetings.

10.6 District's Premium Contribution

The District's Premium Contribution for medical, dental and vision benefits for each full- time eligible bargaining unit members and their eligible spouses and dependents. Effective October 1, 2024, the District shall contribute up to $1,356.75 per month ($16,281.00 per year) per unit member. This contribution will cover the 2024-2025 cost of the District's Plan C covered through SISC.

For the 2025-2026 school year, the District shall contribute $1,436.75/per month ($17,241.00/school year) effective October 1, 2025.

10.7 Unit Members Who Work a Split Shift

The District will provide employees who are regularly assigned to work a split shift, with a release of job duties of more than one (1) hour in the same position fully paid vision coverage. "Regularly assigned" for the purposes of this Article means at least 90% of the employee's week involves working a split shift.

10.8 Employee Health Care Expenses

All health and welfare benefit costs in excess of a unit member's monthly District's Premium Contribution or pro-rata amount of the District's Premium Contribution for part-time unit members shall be deducted from the unit member's monthly paycheck. The District shall maintain an IRS Section 125 Flexible Benefit Plan for unit members to use for qualifying out-of-pocket health care expenses.

10.9 Cash In Lieu

Bargaining unit members shall not be entitled to receive cash in lieu of participating in the District's health benefits program.

10.10 Unpaid Leaves/Coverage Termination

Unit members placed on unpaid leaves of absence or who are otherwise in unpaid status shall not be entitled to a District contribution toward health and welfare benefits during the period the unit member is in unpaid status unless required by law. The unit member may participate in any health and welfare benefits offered to full-time unit members on a self-pay basis so long as such participation is permitted by the District 's carriers and all premiums are paid in advance as required by the District's benefit carriers.

10.11 Spouse and Dependent Eligibility Upon Death of Unit Member

Spouse and dependent eligibility for a District contribution toward benefits ceases upon the death of the unit member; however, a spouse or eligible dependent may participate in any health and welfare benefits offered to full-time unit members on a self-pay basis so long as: (a) such participation is allowed by the District's benefit carriers' rules, regulations and requirements; (b) all premiums are paid in advance as required by the District's benefit carriers; and (c) so long as participation is permitted by law.

10.12 Employment Termination

Unit members shall be entitled to a District contribution towards benefits until the last day of the month in which the unit member's employment terminates. Thereafter, the unit member shall only be entitled to continued coverage on a self-pay basis as provided by COBRA or as authorized by law, and only so long as all premiums are paid in advance as required by law and as required by the District's benefit carriers.

10.13 Retired Unit Members' Health and Welfare Benefits

10.13.1 Ten (10) to Nineteen (19) Years of Service.

10.13.1.1 For unit members hired before January 1, 2026: The District will pay 62% of its annual District Premium Contribution as defined in section 10.6 above for a full-time unit member's medical, dental and vision insurance benefits when the unit member retires at the ages of 55 to 65 and works at the District for ten (10) to nineteen (19) consecutive years immediately preceding retirement. The District will make the payment until the unit member reaches the age of 65 or until he/she qualifies for Medicare (whichever comes first) so long as such participation is allowed by the District's benefit carriers' rules, regulations and requirements and permitted by law. The unit member is responsible for paying health and welfare benefit costs in excess of the District's payment in advance and in a timely manner as required by the District and the District's benefit carriers. If the unit member fails to pay these costs in advance and in a timely manner as required by the District and the District's benefit carriers, the District is no longer obligated to make the payment.

10.13.1.2 For unit members hired on or after January 1, 2026:

10.13.1.2.1 For unit members who retire from a part-time position, the District's contribution shall be prorated based on the unit member's full-time equivalency (FTE) at the time of retirement. The prorated contribution shall be calculated by multiplying the District's full-time contribution rate by the unit member's FTE percentage. The District will

continue making contributions under this provision until the earlier of (1) the unit member reaching the age of sixty-five (65), or (2) the unit member becoming eligible for Medicare, provided continued participation is permitted under the District's benefit carriers' rules, regulations, and requirements, and allowed by law.

10.13.1.2.2 For unit members who retire from part-time position, the District's contribution shall be prorated based on the unit member's full-time equivalency (FTE) at the time of retirement. The prorated contribution shall be calculated by multiplying the District's full-time contribution rate by the unit member's FTE percentage.

10.13.2 **Twenty (20) to Twenty-Four (24) Years of Service.**

10.13.2.1 For unit members hired before January 1, 2026:

The District will pay 70% of its annual District Premium Contribution as defined in section 10.6 above for a full-time unit member's medical, dental and vision insurance benefits when the unit member retires at the ages of 55 to 65 and works at the District for twenty (20) to twenty-four (24) consecutive years immediately preceding retirement. The District will make the payment until the unit member reaches the age of 65 or until he/she qualifies for Medicare (whichever comes first) so long as such participation is allowed by the District's benefit carriers' rules, regulations and requirements and permitted by law. The unit member is responsible for paying health and welfare benefit costs in excess of the District's payment in advance and in a timely manner as required by the District and the District's benefit carriers. If the unit member fails to pay these costs in advance and in a timely manner as required by the District and the District's benefit carriers, the District is no longer obligated to make the payment.

10.13.2.1.1 For unit members who retire from a part-time position, the District's contribution shall be prorated based on the unit member's full-time equivalency (FTE) at the time of retirement. The prorated contribution shall be calculated by multiplying the District's full-time contribution rate by the unit member's FTE percentage. The District will continue making contributions under this provision until the earlier of (1) the unit member reaching the age of sixty-five (65), or (2) the unit member becoming eligible for Medicare, provided continued participation is permitted under the District's benefit carriers' rules, regulations, and requirements, and allowed by law.

10.13.2.1.2 The unit members shall be responsible for paying any portion of the premium cost exceeding the District's contribution, and such payments must be made in advance and in a timely manner as required by the District and its benefit carriers. Failure to submit timely payment shall release the District from any further obligation to provide contributions or continued coverage.

10.13.3 Twenty-Five Years of Service or More.

10.13.3.1 For unit members hired before January 1, 2026:

The District will pay 100% of its annual District Premium Contribution as defined in section 10.6 above for a full-time unit member's medical, dental and vision insurance benefits when the unit member retires at the ages of 55 to 65 and works at the District for at least twenty-five (25) consecutive years immediately preceding retirement. The District will make the payment until the unit member reaches the age of 65 or until he/she qualifies for Medicare (whichever comes first) so long as such participation is allowed by the District's benefit carriers' rules, regulations and requirements and permitted by law. The unit member is responsible for paying health and welfare benefit costs in excess of the District's payment in advance and in a timely manner as required by the District and the District's benefit carriers. If the unit member fails to pay these costs in advance and in a timely manner as required by the District and the District's benefit carriers, the District is no longer obligated to make the payment.

10.13.3.2 For unit members hired on or after January 1, 2026:

10.13.3.2.1 For unit members who retire from a part-time position, the District's contribution shall be prorated based on the unit member's full-time equivalency (FTE) at the time of retirement. The prorated contribution shall be calculated by multiplying the District's full-time contribution rate by the unit member's FTE percentage. The District will continue making contributions under this provision until the earlier of (1) the unit member reaching the age of sixty-five (65), or (2) the unit member becoming eligible for Medicare, provided continued participation is permitted under the District's benefit carriers' rules, regulations, and requirements, and allowed by law.

10.13.3.2.2 The unit member shall be responsible for paying any portion of the premium cost exceeding the District's contribution, and such payments must be made in advance and in a timely manner as required by the District's benefit carriers. Failure to submit timely payment shall release the District from any further obligation to provide contributions or continued coverage.

10.14 Disability Insurance

The District shall automatically enroll all unit members in a secondary disability insurance plan so long as such enrollment is allowed by the District's benefit carrier's rules, regulations and requirements and permitted by law. The current District selected disability benefit provider is American Fidelity. The cost of the disability insurance plan shall be automatically deducted from the unit member's paycheck.

10.15 The District shall pay the cost of a fifty-thousand-dollar ($50,000) life insurance policy for all unit members. The District shall be responsible for enrolling in life insurance coverage, subject to the rules, regulations, and requirements of the life insurance carrier.

Life insurance coverage shall terminate if the unit member's employment with the District terminates.

10.16 Work-Related Expenses

The District shall reimburse unit members for out-of-pocket work-related expenses including mileage, meals, and lodging, as follows:

10.16.1 Mileage. The District shall reimburse any unit member required to use his/her vehicle on District authorized related business at the current IRS standard mileage rate. This shall not include commuting to and from a unit member's home and the District.

10.16.1.1 Employees shall be in paid status for actual travel time incurred while conducting District-required and authorized business and within the approved itinerary or schedule.

10.16.2 Meals. The District shall reimburse unit members for meals while they are away from the District on District-related business.

10.16.3 Lodging. The District shall reimburse unit members who are away from the District overnight on District-related business.

10.17. CalPERS Employer Paid Member Contributions ("EPMC").

The District shall pay 100% of the employee's CalPERS member contribution for unit members hired before July 1, 2016 who were enrolled in the CalPERS system prior to January 1, 2013. This provision will only apply to classic CalPERS members (i.e., those individuals that entered the CalPERS system before January 1, 2013). The Parties acknowledge that the law prohibits EPMC's for new CalPERS members (i.e., those individuals that entered the CalPERS system on or after January 1, 2013).

ARTICLE 11: HOLIDAYS

11.1 Scheduled Holidays:

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

11.1.1	New Year's Day
11.1.2	Martin Luther King's Holiday
11.1.3	Lincoln's Birthday
11.1.4	Washington's Birthday
11.1.5	Good Friday (12-month employees working 260 days only)
11.1.6	Memorial Day
11.1.7	Juneteenth
11.1.8	Independence Day
11.1.9	Labor Day
11.1.10	Veteran's Day
11.1.11	Thanksgiving Day and the following Friday in lieu of Admissions Day
11.1.12	Christmas Eve
11.1.13	Christmas Day
11.1.14	New Year's Eve

11.2 Additional Holidays:

Every day declared by the President or Governor of this state as a public fast, mourning, Thanksgiving, or holiday which is also a paid day off for federal or state employees, or any day declared a holiday by the Governing Board shall be paid a holiday for employees in the bargaining unit.

11.3 Holidays on Saturday or Sunday:

When a holiday falls on a Saturday, the preceding regular workday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following regular workday shall be deemed to be that holiday.

11.4 Holiday Eligibility:

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for that holiday.

11.4.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

11.5 Leap Year Floating Holiday:

In leap years, 12-month employees shall be granted one (1) floating holiday to be used in that specific leap year. In order to use the floating holiday, employees shall obtain prior approval from their immediate supervisor.

ARTICLE 12: VACATION

12.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis (July 1-June30).

12.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it was earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

12.3 Accumulation:

12.3.1 Accumulation by Amount of Months Worked:

12.3.1.1 Bargaining unit employees who are working twelve (12} months (260 days) shall earn vacation entitlement in accordance with the following schedule:

Years of Service	Entitlement
0-4	10 days
5 - 9	12 days
10-14	15 days
15 - 19 and over	17 days
20 and over	18 days

12.3.1.2 Bargaining unit employees who are working less than 260 days for either ten (10) or eleven (11) months per fiscal year shall earn vacation entitlement in accordance with the same schedule as employees working 260 days per fiscal year, except that they shall be paid for all vacation days on a monthly basis and shall not be entitled to take vacation days off during the year.

12.3.2 New employees may not use vacation days until they have completed six (6) months of employment in the District.

12.4 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in a working status.

12.5 **Vacation Pay upon Termination:** When an employee in the bargaining unit is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

12.6 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of vacation and pay for each holiday falling within that period.

12.7 **Loss of Vacation Benefits:** Nothing in this Article shall cause any employee to lose any current vacation benefits.

12.8 **Carrying Over Vacation:** An employee may elect to carry over up to fifteen (15) days of vacation to the succeeding fiscal year. No more than fifteen (15) days of accrued, unused vacation shall be paid at the time the employee leaves District employment or retires. Employees may cash-out all or part of the unused portion of his/her vacation allotment at the end of the fiscal year in lieu of carrying-over vacation days.

12.8.1 Employees who choose to cash out all or part of the unused portion of his/her annual vacation must complete the District provided Vacation Payoff Request form. The form must be submitted to the District office by July 5th of each fiscal year. Vacation Payoff Requests can be made once per fiscal year.

ARTICLE 13: LEAVES

13.1 Bereavement Leave

Purpose. Bereavement Leave shall provide time-off work in event of a death of a member of the employee's immediate family.

13.1.1 **"Immediate family"** means mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in law, sister, sister- in-law or foster-child when the employee has legal guardianship, of the employee, or any relative living in the immediate household of the employee.

13.1.2 **Procedure.** An employee shall notify his/her supervisor as soon as possible of the Bereavement Leave and his/her expected duration of absence. If an employee's Bereavement Leave will be longer than expected, the employee shall notify his/her supervisor as soon as possible of his/her expected date of return to work. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

13.1.3 **Requirements.** An employee shall be granted up to three (3) days of Bereavement Leave to the employee that will be fully-paid. If an employee is required to travel in excess 300 miles one way, an employee shall be granted up to a total of five (5) days of fully paid Bereavement Leave.

13.1.4 **Return to Service.** The employee shall provide, upon District request, additional verification supporting the use of Bereavement Leave.

13.2 Jury Duty Leave

13.2.1 **Procedures.** An employee called for Jury Duty Leave who is actually required to report for jury service shall submit a request for leave accompanied by the official court document to his/her immediate supervisor. If an employee receives a jury summons without actually performing jury service they are not entitled to leave.

13.2.2 **Compensation.** An employee granted Jury Duty Leave shall be entitled to as many days of paid leave as are necessary for appearance on jury duty. Jury duty leave shall be granted regardless of the time of the employee's shift.

13.2.3 **Return to Service.** The employee shall return to work the next working day following their dismissal from service on a jury. Immediately upon returning to work the employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence. The employee shall provide, upon District request, additional verification supporting the use of Jury Duty Leave.

If the employee has received juror duty fees from the court those fees shall be remitted to the District.

13.3 Sick Leave

13.3.1 Entitlement. Full-time employees employed twelve (12) months a year shall be entitled to ninety-six (96) hours, per fiscal year. Sick leave is accrued at a rate of one (1) day per month. Full-time employees who work ten (10) months each fiscal year shall earn ten (10) days of fully-paid sick leave, or eighty (80) hours, per fiscal year. "Full-time employees" as used in this section means employees who work eight (8) hours a day or forty (40) hours a week. An employee who works less than a full-time assignment shall be granted sick leave in proportion to the assigned hours of work, but in no circumstance shall any employee receive less than twenty-four (24) hours of sick leave per fiscal year. For example, an employee working six (6) hours per day for five (5) days per week for eleven (11) months per year is entitled to 66 hours of sick leave (i.e., 75% of 96 hours is 72 hours, minus one month of sick leave accrual, which is 6 hours, is a total of 66 hours).

13.3.2 Annual Crediting of Sick Leave. Each July 1, every employee shall receive a sick leave allotment credit equal to the employee's sick leave entitlement for the fiscal year. An employee may use such credited sick leave at any time during the fiscal year, even if credit for sick leave has not yet been accrued. An employee who does not complete a given year of service shall have deducted from his or her final paycheck any unearned sick leave used as of the date of separation from employment. The amount deducted shall equal the employee's daily rate of pay times the number of sick leave days used but unearned as of the effective date of separation from employment. An employee is not entitled to a payout of earned, unused days of sick leave upon separation from employment.

13.3.3 Minimum Increments/Accumulations. Sick leave shall be taken in a minimum increment of fifteen (15) minutes. Unused days of sick leave shall be accumulated from year to year without limitation. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

13.3.4 Purpose. Sick leave may be used for any of the following:

a. The employee's personal injury or illness, regardless of whether or not the cause of the injury or illness arises out of or in the course of employment.
b. An injury or illness of an immediate family member, in accordance with Labor Code sections 233 and 246.5.
c. A female employee's absence due to pregnancy, miscarriage, childbirth and recovery. Sick leave usage for this purpose shall not be used for childcare, child rearing, or preparation for child rearing, but shall be limited to the causes set forth above. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by the employee's medical specialist. The employee shall be entitled to return to a position comparable to that held at the time the leave commenced.

d. Medical and dental appointments of an employee or an employee's immediate family member, in accordance with Labor Code sections 233or 246.5.
e. An employee may use sick leave when quarantined by the County Health Department because of another person's illness.
f. Employees who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance.
g. Any other purpose required by state or federal law.

13.3.5 **"Immediate Family Member" Defined**. In relation to Sick Leave, "immediate family member" includes any of the following:

a. Employee's child, including biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis
b. Employee's spouse or registered domestic partner
c. Employee's parent or the parent of an employee's spouse or registered domestic partner, including a biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child
d. Sibling
e. Grandparent

13.4 Extended Illness Leave

13.4.1 **Eligibility.** After an employee exhausts his/her industrial accident and illness leave, sick leave, compensatory time off, vacation and all other available paid leaves of absence, he/she is entitled to Extended Illness Leave for his/her illness or accident.

13.4.2 **Entitlement.** An employee shall be granted up to five months or less of Extended Illness Leave. As used in relation to Extended Illness Leave, an employee shall not be provided more than five months of Extended Illness Leave per accident or illness. If a fiscal year terminates before the five months is exhausted, the employee may take the balance of the five months in the subsequent fiscal year. An employee shall not be provided more than five months of Extended Illness Leave per fiscal year.

13.4.2.1 **Entitlement to Other Sick Leave**: When a bargaining unit member is absent from duties on account of illness or accident, the employee shall notify the District no less than (60) minutes prior to the start of the assigned work shift. An employee who is absent on account of illness or accident shall, for a period of five months, the amount deducted from the salary due to the employee shall not exceed the sum which is actually paid to a substitute employee.

13.4.3 **Minimum Increments/Accumulations**. Extended illness leave shall be taken in a minimum increment of fifteen (15) minutes. Extended illness leave days of sick leave shall not accumulate from year to year. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

13.5 Industrial Accident and Illness Leave

13.5.1 Purpose. Industrial Accident and Illness Leave shall be granted for illness and injury that occurs within the course and scope of an employee's assigned duties.

13.5.2 Procedures. An employee who has sustained a job-related illness or injury shall report the injury on the appropriate District form within twenty-four (24) hours of knowledge that the illness or injury may be job-related to his/her immediate supervisor. In order to qualify for Industrial Accident or Illness Leave, an employee must be examined and treated, if necessary, by a physician identified by the District or the District's workers compensation insurance carrier or the physician designated by the employee in advance.

13.5.3 Requirements

13.5.3.1 Industrial Accident and Illness Leave shall not be for more than sixty (60) working days in any one fiscal year for the same accident or illness. An employee must have worked for the District at least one (1) year, or twelve (12) calendar months, before being eligible for Industrial Accident and Illness Leave.

13.5.3.2 Industrial Accident and Illness Leave shall not be accumulated from year to year.

13.5.3.3 Industrial Accident and Illness Leave shall commence on the first day of absence.

13.5.3.4 Industrial Accident and Illness Leave shall be reduced by one (1) day for authorized absences regardless of the length of an employees' absence or whether a temporary disability indemnity award. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

13.5.3.5 When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the employee will be entitled to only the amount of unused leave due for the same illness or injury.

13.5.3.6 During any Industrial Accident and Illness Leave or other paid leave of absence the employee shall endorse to the District the temporary disability indemnity checks received on account of his/ her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. At no time shall an employee's total payment exceed his/her regular salary.

13.5.4 **Return to Service.** An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of verification from a medical specialist that the employee is able to return to his/her position without restrictions. The District, at its own expense, may request the opinion of another medical specialist after the employee returns to work.

13.5.5 **Entitlement to Other Leaves.** When an employee has exhausted his/her Industrial Accident and Illness Leave and remains medically unable to return to work, the employee may use Sick Leave and Extended Illness Leave pursuant to sections 12.3 and 12.4 above. During an employee's Sick Leave and Extended Illness Leave on the account of his/her industrial accident or illness, the employee shall continue to endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness pursuant to section 12.5.3.6 above. Section 12.5.4 above will govern an employee's return to service after use of Sick Leave and Extended Illness Leave on the account of his/her industrial accident or illness.

13.6 **Family Care and Medical Leaves.** An eligible employee shall be entitled up to twelve (12) work weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CRFA"). The FMLA and CFRA statutes and regulations shall govern the interpretation of this section.

13.6.1 An employee is eligible for FMLA and/or CFRA leave if he/she has been employed by the District for at least twelve (12) months and has served at least one thousand two hundred fifty (1250) hours over the previous twelve (12) months.

13.6.2 Unpaid FMLA and CFRA leave shall be available for the following purposes:

13.6.2.1 For the birth of the employee's child.
13.6.2.2 Placement of a child with an employee for adoption or foster care.
13.6.2.3 To care for the employee's child, spouse, or parent with a serious health condition.
13.6.2.4 For an employee's own serious health condition that keeps the employee from performing his/her job function.

13.6.3 FMLA and/or CFRA leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the leave requirements of law.

13.6.4 An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense.

13.6.5 Where advance notice is possible, an employee must provide thirty (30) days' advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of this leave.

13.6.6 Parental Leave. Employees are entitled to parental leave pursuant to Education Code Section 45196.1 and it shall run concurrently with unpaid CFRA child bonding leave, child rearing leave, and/or unpaid (FMLA) child bonding leave. To be eligible to continue parental leave under Education Code section 45196.1 with 50% pay once all current and accumulated sick leave is exhausted, an employee is not required to have worked 1,250 hours in the 12 months prior to commencing the leave.

13.7 Notice and Verification Requirements Applicable to all Leaves

13.7.1 Any time an employee will be absent, the employee shall provide notice to the District in advance, if possible. The employee shall notify the District by calling the employee's immediate supervisor as soon as possible.

13.7.2 The Superintendent or designee may require written verification by the employee's physician, chiropractor, psychologist, physician's assistant, or nurse practitioner whenever: (a) an employee has been absent for three (3) consecutive days; or (b) whenever the employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends or holidays, whenever substantial evidence indicates that an absence may not be related to illness or injury.

13.7.3 The District may require the employee obtain a second opinion from a health care provider selected by the District if additional medical information is needed to determine the employee's fitness for duty or to clarify the reasonable accommodations that may be needed. In this instance all costs not covered by the employee's insurance shall be paid by the District so that the additional opinion is obtained at District expense. If the second opinion is contrary to the first, the District may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the District . In this instance all costs not covered by the employee's insurance shall be paid by the District so that the additional opinion is obtained at District expense. The third medical opinion shall be conclusive.

13.7.4 In those cases where an employee is aware that an absence will be needed for ten (10) consecutive work days or more, the employee shall notify his/her immediate supervisor of the need for extended sick leave and shall provide the District with a statement from the employee's health care provider confirming an estimate of the anticipated length of absence. Before returning to work, a unit member who has been absent for ten (10) consecutive work days or more shall submit verification from his/her physician stating that he/she is able to return to work.

13.7.5 Victims of domestic violence who utilize sick leave shall give reasonable notice to his/her immediate supervisor, unless advance notice is not feasible. When an unscheduled absence occurs for these reasons, the District may request verification from a medical professional, domestic violence advocate, a police officer, court, or counselor.

13.8 Personal Necessity Leave

13.8.1 Purpose. Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. Unused Personal Necessity Leave may not be accumulated from year to year.

13.8.2 Eligibility. The unit member shall submit a request for Personal Necessity Leave approval via the District's electronic absence system form to Human Resources not less than twenty four (24) hours prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. Prior approval of Personal Necessity Leave shall not be required in the event of death or serious illness of a member of the employee's immediate family or accident involving the person or property of the employee's immediate family. The employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify his/her immediate supervisor as soon as possible of the expected commencement and duration of the absence. Human Resources retains discretion and control in approving and denying all requests for Personal Necessity Leave. A denial of Personal Necessity Leave is not subject to the Grievance Procedures in Article XIV.

13.8.3 Minimum Increments/Accumulations. Personal necessity leave shall be taken in a minimum increment of fifteen (15) minutes. The employee shall enter their absence in the District's electronic absence reporting system, or coordinate with their supervisor to ensure the system is updated to reflect their absence.

13.8.4 Requirements. An employee may use up to ten (10) days per year of accumulated sick leave for purposes of approved Personal Necessity Leave.

Acceptable purposes for the use of Personal Necessity Leave include the following:

a. Death of immediate family member that exceed Bereavement Leave Provisions. "Immediate Family" is defined in Section 13.1.1 above.
b. To attend a funeral for a friend or family member.
c. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family, as defined in paragraph 13.1 of this Article.
d. Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena, or any order made with jurisdiction.
e. Enrolling his/her child in a school or with a licensed childcare provider, participating in his/her child's school or childcare provider's activities or addressing his/her child's school or childcare provider's emergency (limit 40 hours per year and not more than 8 hours per month). [Note: employee may also use vacation or compensatory time off for these purposes.]

Under no circumstances shall an employee use Personal Necessity Leave for holidays, vacation, or work stoppage.

13.8.5 Verification. Upon District request, the employee shall provide verification supporting the use of Personal Necessity Leave.

13.8.6 "Discretionary" Day. Employees may use three (3) days of Personal Necessity Leave without providing a reason for such use to the District, which will be known as a "Discretionary" Day. Employees must adhere to the procedures in Section 12.8.2. above when requesting use of a "Discretionary" Day. Human Resources retains discretion and control in approving and denying all requests for a "No Tell" Day. A denial of a "Discretionary" Day is not subject to the Grievance Procedures in Article XIV. Unused "No Tell" Days may not be accumulated from year to year. Notice for use of a Discretionary Day must be given seventy-two (72) hours prior to the absence. No more than two (2) employees per day per school site or department will be granted approval. These days of leave with no reason required do not accumulate from year to year.

13.9 Catastrophic Health Leave

13.9.1 Purpose. A Catastrophic Leave Program will be provided for the benefit of permanent classified employees of the Farmersville Unified School District. If a permanent employee or a member of the employee's immediate family suffers from a catastrophic illness or injury, and he/she has exhausted all paid leave entitlements, the employee may request eligible leave to be donated from other employees.

13.9.2 Catastrophic Leave Eligibility. The decision regarding the eligibility to grant a catastrophic leave request shall not be subject to the grievance procedures in Article 15.

13.9.3 Definitions. For purposes of administering the Catastrophic Leave Program, the following definitions shall apply:

13.9.3.1 Catastrophic Illness or Injury: "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate any classified employee for an extended period of time, or that incapacitates a member of the employee's family and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

13.9.3.2 Member: For purposes of this program, a family member is defined as a spouse, domestic partner, child or stepchild, legally adopted child, foster child, child of the domestic partner, mother or father, step-mother or step-father, or any relative living in the home of the employee for whom the employee has sole responsibility. The District may give consideration to special circumstances.

13.9.3.3 Leave Eligible for Donation: Eligible leave is earned sick leave and/or vacation leave accrued to the donating employee.

13.9.3.4 Donation of Days: Upon notification of the need for a sick leave donation for catastrophic leave, employees may donate a maximum of forty (40) hours of accrued sick leave and/or vacation leave. To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than fifteen (15) days. For a full-time employee, fifteen (15) days equals 120 hours of sick leave. For a four (4) hour a day employee, twenty (20)

days equals eighty (80) hours of sick leave. For a two (2) hour a day employee, 20 days equals (40) hours of sick leave.

13.9.3.5 Exhaustion of Leave Entitlement: The employee has exhausted all paid leave entitlement when all accrued paid leave, including but not limited to vacation time, compensatory time off, and all Extended Illness Leave, has been used for employee injury or illness.

13.9.3.6 Health Benefits: An employee who is eligible for health and welfare benefits under Article IX shall continue to receive such benefits during catastrophic leave.

13.9.4 **Procedure:** The employee who is suffering from a catastrophic illness or injury shall submit a written request for leave donation to the District. The employee must have exhausted all entitlements to paid leave as defined in section 12.9.3.1 to be eligible for catastrophic leave donations. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request for catastrophic leave. Information of financial hardship must also be submitted.

13.9.4.1 An employee whose family member is suffering from a catastrophic illness, or injury shall submit a written request for use of his/her own sick leave and/or a catastrophic leave donation. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request for catastrophic leave. Reasons requiring the presence of an employee to care for a family member and information of financial hardship must also be submitted.

13.9.4.2 The Superintendent or Designee will determine the eligibility of such leave requests on a case-by-case basis. Final determination of whether to grant the catastrophic leave will be made by the Superintendent or Designee and shall be final and irrevocable upon acceptance and approval by the Board of Trustees.

13.9.4.3 Upon approval of the request for catastrophic leave by the Board, the District will send a written notification seeking leave donations, via email or District mail, to members of CSEA. Sick leave and/or vacation leave donations shall be made on an approved District form and must be submitted to the District within ten (10) work days from the date of the notification seeking leave donations.

13.9.4.4 The Superintendent and/or her/his designee, will administer the acquisition and distribution of the donated sick leave and/or vacation leave. Donations shall be distributed by chronological date of donation. Donated sick leave and/or vacation leave not utilized by the recipient, prior to his/her return to work shall be returned to the donor.

13.9.5 **Maximum Catastrophic Leave**. An employee may receive a maximum of one hundred twenty (120) workday's catastrophic leave per illness or injury. For an 8- hour employee this is equivalent to 960 hours of sick leave. For a 4-hour employee this equals 480 hours of sick leave. For a 2-hour employee this equals 240 hours of sick leave.

13.9.6 **Hold Harmless**. Employees who donate or receive leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Trustees, and employees harmless with respect to the Catastrophic Leave Program.

13.10 Unauthorized Leave

Employees are to report to work and perform their duties unless absent as authorized by state law or under the provisions of this Agreement. Any other absence is an unauthorized absence. The Board will deduct one day's pay for each day of unauthorized absence. Unauthorized absences shall also be grounds for discipline in accordance with established policies and law.

ARTICLE 14: TRANSFERS/ PROMOTIONS

14.1 Definitions

14.1.1 **Transfer Defined.** A transfer is defined as a change of job location within the same job classification.

14.1.2 **Promotion Defined**. A promotion is defined as a change from one job classification into a different job classification with a higher salary range. Reclassifications are not considered promotions.

14.2 **Transfer Authority.** The District has full and complete rights and authority to effect transfers among bargaining unit personnel. In the exercise of such rights and authority, however, the District agrees that it shall give consideration to the expressed desires/requests of bargaining unit members. The District agrees to conference with the transferring bargaining unit member at least five (5) working days in advance of transfer, except in case of an emergency.

14.3 **Notice of Vacancies.** Vacancies in the bargaining unit positions shall be posted on official District posting locations for five (5) calendar days. During this time, applications from current bargaining unit members will be accepted and applications will be considered.

14.4 **Promotional Opportunities.** For newly created or vacant positions within the bargaining unit, the District will review the in-house applicants for the promotional position first. If there are at least five (5) in-house applicants who meet all the minimum qualifications for the promotional position, based upon the job description, the District shall interview and select the most qualified applicant from among the District in-house applicants.

14.4.1 If there are not five (5) District in-house applicants who meet the minimum qualifications of the job description for the promotional position the District may interview applicants from outside the bargaining unit or persons from outside the District, as well as considering the in-house applicants.

14.5 **Denial of Employee Transfer/ Promotion Request.** When an employee's transfer or promotion request has not been granted, such employee may meet with the appropriate supervisor and a union representative, if desired, to ascertain and discuss the reasons for the employee's non-selection.

14.6 **Probationary Period in Promotional Position.** When a bargaining unit member is promoted, he/she shall serve a six (6) month probationary period in the new promotional position. If a permanent employee fails to successfully complete the six (6) month probationary period in the promotional position, he/she shall be returned to the prior classification from which he/she promoted.

14.7 **Promotion Rate of Pay.** If the classification the employee is promoting into has a maximum salary less than 5% above the employees current rate of pay the employee shall be placed on the highest step available.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions:

15.1.1 **Grievance**: An alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations or procedures of the District which are not included in this Agreement.

15.1.2 **Grievant:** An employee or group of employees covered by this Agreement who files a Grievance. When CSEA is the Grievant, the Grievance must specify the names of the affected bargaining unit members.

15.1.3 **Day:** Any day in which the administrative offices of the District are open.

15.1.4 **Immediate Supervisor:** The lowest level administrator or non-bargaining unit manager having responsibility for supervising the Grievant and who has the authority to resolve Grievances.

15.1.5 **Representative:** A representative is a fellow employee, employee organization, or legal counsel who participates in the grievance procedure.

15.2 General Provisions

15.2.1 The purpose of the grievance process is to attempt to secure equitable solutions to grievances. All parties agree these proceedings will be kept informal, and that the Grievant and immediate supervisor should attempt to resolve the grievance at the informal level.

15.2.2 The parties shall strictly adhere to all timelines in this Grievance procedure. Failure by the Grievant to comply with the timelines shall result in waiver of the right to further process the Grievance.

15.2.3 Failure by the District to meet a deadline set forth in this Article constitutes the right for the Grievant to appeal automatically to the next step in the grievance process. Failure of the Grievant to adhere to a deadline in the grievance process shall terminate the grievance and waives any right to further appeal.

15.2.4 Timelines contained in this Grievance procedure may be extended by mutual written agreement of the parties.

15.2.5 Until the final disposition of a Grievance takes place, the Grievant is required to conform to the original direction of his/her supervisor.

15.2.6 If any Grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

15.2.7 The Grievant has the right to have a representative present at any step of the Grievance procedure. However, the presence of the representative does not waive the requirement that the Grievant be present at each step of the Grievance procedure.

15.2.8 CSEA shall have the right to file Grievances on behalf of all bargaining unit employees and/or CSEA.

15.2.9 All Grievances, decisions and appeals at the formal level of this procedure shall be on a form approved by the parties. The approved form is Appendix F to this Agreement. If a Grievance is not presented or appealed on the approved form, it shall be returned to the Grievant. In order to continue to pursue the Grievance, the Grievant must resubmit the Grievance on the proper form within the required timelines.

15.2.10 The District will inform CSEA of all proposed settlements of formal Grievances by individual bargaining unit members and shall provide CSEA with the opportunity to comment or respond.

15.2.11 Nothing in this Article prevents the Grievant from terminating the Grievance at any time by giving written notice to the District.

15.3 Grievance Process

15.3.1 **Pre-Grievance Conference - Informal Conference with Immediate Supervisor.** Any employee who believes he/she has a Grievance shall present the Grievance orally to his/her immediate supervisor within five (5) days after the Grievant becomes aware, or reasonably should have been aware, of the circumstances which form the basis for the Grievance. The Supervisor shall hold discussions and attempt to resolve the grievance. If the grievance is not resolved the Grievant may proceed to Level 1.

15.3.2 **Level 1 - Written Grievance to Immediate Supervisor.** Within ten (10) days after the pre-grievance conference, the Grievant must present the Grievance in writing to his/her immediate supervisor on the form contained in the Appendix. The Grievance shall contain a clear and concise statement of the Grievance, the circumstances involved, the section of the CBA alleged to be violated, the decision rendered at the pre-grievance conference (if any) and the remedy sought.

15.3.3 The immediate supervisor shall communicate a decision to the Grievant in writing within ten (10) days after receiving the Grievance. Within the ten (10) daytime line, either party may request a conference to discuss the Grievance. If the Grievant is not satisfied with the response at Level 2 the Grievant may appeal to Level 3.

15.3.4 **Level 2 - Superintendent or Designee.** Within ten (10) days of the receipt of the Level 1 decision, the Grievant may appeal the Level 2 decision to the Superintendent or his/her designee. The written appeal shall include a copy of the original grievance, the decision rendered at Level 2 and a clear and concise statement of the reason for the appeal.

The Superintendent or his/her designee shall communicate his/her written decision to the Grievant within ten (10) days. If the Grievant is not satisfied with the Superintendent or designee's decision at Level 2, the Grievant may appeal the decision to Level 3.

15.3.5 **Level 3 - Mediation.** Within ten (10) days of the receipt of the Level 2 decision, CSEA may submit a written request for submission of the dispute tot eh California State Mediation and Conciliation Services (CSMCS) for mediation. All timelines shall be considered on hold while the parties pursue mediation.

15.3.6 **Level 4 - Governing Board.** If the Grievance is not resolved at mediation, the Grievant and/or CSEA may within ten (10) days of the last mediation session appeal the decision to the Governing Board. The District shall prepare the record of the Grievance process to date, including a copy of the original Grievance, appeal(s), and the decisions at each level. The matter will be scheduled for consideration in closed session at the next regularly scheduled Board meeting, if possible.

The Grievant shall have the option of making a presentation to the Board or having the Board decide the Grievance based on the written documentation alone. If the Grievant chooses to make a presentation, the District shall also have the opportunity to make a presentation. If the Grievant chooses for the Board to make a decision based on written documentation alone, the Board shall not hear additional information from the decision- maker at Level 2 without affording the Grievant an opportunity to respond.

The Board shall make a decision in writing and communicate the decision to the Grievant within thirty (30) days. The decision of the Board shall be final.

ARTICLE 16: SAFETY

16.1 Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing of any findings and corrective action taken.

ARTICLE 17: DISCIPLINE

17.1 Discipline of a permanent bargaining unit member shall be for cause and shall be conducted procedurally in accordance with this Article.

17.2 Definitions

The following actions shall be considered "discipline" or "disciplinary action" for the purpose of this Article:

Demotion - A District -initiated movement of an employee from a classification of higher range to a classification of lower range without the employee's written consent. An involuntary reduction in work hours due to discipline can also be considered a demotion.

Suspension - Temporary removal from service for a specified period of time without pay.

Dismissal - Severance of the employment relationship.

17.3 Steps of Progressive Discipline. The District shall follow the steps of a progressive discipline except where the Superintendent or his/her designee determines that the misconduct justifies the skipping of steps of progressive discipline. Progressive discipline shall not limit the District's right to evaluate unit members pursuant to Article 6 of this Agreement. In addition, nothing in Article 6, Evaluations, shall limit the District's right to discipline employees pursuant to this Article.

17.3.1 STEP 1. Verbal Warning. The Verbal Warning meeting shall take place between the administrator/supervisor and the unit member and shall occur within a reasonable time after the District becomes aware of the misconduct.

17.3.2 STEP 2. Written Warning. A Written Warning shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's / supervisor's expectation for improvement. It shall not be placed in the employee's personnel file, except as an attachment to a Written Reprimand. The employee shall have the right to attach his/her statement of rebuttal to any Written Warning within ten (10) working days. Such statements or rebuttal shall remain with the Written Warning if attached to a Written Reprimand.

17.3.3 STEP 3. Written Reprimand. A Written Reprimand shall report the specific acts or omissions upon which the reprimand is based and shall specify the administrator's/supervisor's expectation for improvement. The employee shall sign the Written Reprimand, only to acknowledge receipt and not to imply concurrence. All Written Reprimands shall include a statement informing the employee of the following: (1) the Written Reprimand shall be placed in the employee's personnel file; and (2) the employee has the right to submit a written response to the Written Reprimand within ten (10) working days, and that the response shall be attached to the written reprimand.

17.4 Causes for Discipline

The District may take disciplinary action against an employee for one or more of the following causes:

17.4.1 Job Performance Issues:

a. Failure to adequately perform job duties, including inefficiency.
b. Carelessness or negligence in the performance of a job duty or in the care of District property (including acts or omissions which result in an unsafe work environment).
c. Insubordination or violation of any lawful directive by a supervisor.
d. Discourteous, offensive, or abusive treatment of employees, students, parents, or other members of the public (including threats, intimidation, and inappropriate use of physical force).
e. Failure to maintain licenses, certificates or proficiencies required for the position by law, or job description.
f. Physical or mental inability to perform essential job functions, except as otherwise provided by contract or law regulating the retirement of employees.
g. Failure to take or subscribe to any oath or affirmation required by law in connection with employment.

17.4.2 Attendance Issues:

a. Repeated tardiness.
b. Absent without qualifying available leave.
c. Inefficiency resulting from excessive absenteeism.
d. Abandonment of position (failure to report to work and to notify the District of legitimate reason for absence which continues for five (5) consecutive workdays).

17.4.3 Property Issues:

a. Willful or negligent damage to property belonging to the District, other employees or visitors or waste of District supplies or equipment.
b. Misuse, theft or misappropriation of property belonging to the District, other employees, students or visitors.

17.4.4 Violations of Laws or Rules:

a. Violation of policies, rules and/or regulations of the District or of the laws or regulations of federal, state, or local governments and their agencies which are applicable to the public schools.
b. Use or possession of alcoholic beverages or controlled substances on the job or reporting to work under the influence of alcohol or a controlled substance.
c. Conviction of a felony or misdemeanor that impacts the unit member's status as a District employee.
d. Conviction of a sex or drug offense as specified in Education Code sections 44010 and 44011 or determination that the employee is a sexual psychopath as specified in Education Code section 45124.

17.4.5 Ethical Issues:

a. Dishonesty.
b. Immoral conduct.
c. Knowing falsification of District records or any information supplied to the District.
d. Offering anything of value in exchange for special treatment in connection with one's employment or accepting anything of value in exchange for special treatment to another employee, student, parent, or other member of the public.
e. Unlawful discrimination, harassment, bullying or abusive conduct.

17.5 Notice of Disciplinary Action for Dismissal, Demotion, or Suspension Without Pay

17.5.1 Statement of Charges

For a suspension without pay, demotion or dismissal; the District shall serve an employee with a notice, either personally or by certified mail, return receipt requested, to the employee's address of record on file with the District which contains a statement of the specific charges against the employee, including the causes on which discipline is based, and the specific acts or omissions supporting those causes. No charges, however, shall be based on acts which occurred prior to the employee becoming permanent or for acts or omissions which occurred more than two (2) years prior to the service of the statement of charges, unless such acts or omissions were concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed them.

17.5.2 Skelly Meeting

For a suspension without pay, demotion or dismissal, the employee shall be offered an opportunity to meet with the Superintendent or an impartial designee who was not directly involved in preparation of the statement of charges or any investigation upon which the charges are based and who has the authority to amend or dismiss the charges. This meeting shall be scheduled by the Superintendent or designee to occur generally within ten (10) workdays of service of the Notice, or in any event before the date of any hearing or imposition of discipline. The employee shall have a right to view all documentation upon which the proposed discipline is based and may respond to the charges either orally or in writing. The Superintendent or designee shall have the authority to modify or reject the charges and the recommended disciplinary action. The Superintendent or designee shall inform the employee of his/her decision within five (5) workdays.

17.5.3 Right to Request a Hearing

For disciplinary actions of dismissal, demotion, or suspension without pay, the employee may request a hearing by submitting a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges. The request for hearing must be submitted to the District within five (5) workdays after personal service of the statement of charges. The time within which the hearing may be requested shall be ten (10) workdays after service of the statement of charges by certified mail. The request for hearing must be actually received in the Superintendent's Office within this time period.

17.5.4 Hearing Procedures

If the employee fails to request a hearing by the applicable deadline, the employee waives the right to a hearing and the disciplinary action may be imposed. If the employee requests a hearing, it shall be held within a reasonable period of time after the filing of a demand for hearing. Technical rules of evidence shall not apply at the hearing.

17.5.5 Governing Board Hearing

For a suspension without pay, demotion, or dismissal, the hearing shall be before the Governing Board of the District. Either the employee, CSEA on the employee's behalf, or the District may request a record of the hearing be made by certified court reporter. The requesting party shall bear the cost of such record. When both parties make a joint request for a record of the hearing, the parties will share equally in the cost of the record. The hearing shall be in closed session unless the employee makes a written request for a public hearing at least five (5) workdays prior to the hearing. The Board may deliberate in closed session outside the presence of the employee and the representatives of the District presenting the case against the employee. The Board's decision shall be final.

17.5.6 Hearing Conducted by Hearing Officer

The Board, at its option, may delegate the function of conducting the hearing to a hearing officer. The District and employee/representative shall attempt to mutually agree upon a hearing officer. If, within three (3) workdays after issuance of signed charges the parties cannot mutually agree, the employee/representative shall select the hearing officer from a list of at least five (5) potential hearing officers provided by the District. The hearing officers shall be attorneys licensed in California and/or current or retired school district administrators familiar with personnel procedures. The list shall include two (2) attorneys and two (2) administrators, with the fifth (5th) person being either an attorney or administrator. [The list shall not include an administrator who is employed or has been employed with the District within the prior four (4) years. The list shall not include an attorney or law firm that has had a contract with the District within the prior four (4) years.]

a. If the hearing is conducted by a hearing officer, the hearing officer shall prepare a proposed written decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be filed with the Board within sixty (60) calendar days after the hearing. Thereafter, the proposed decision will be furnished to the employee within ten (10) calendar days after the proposed decision is received by the Board. The Board shall meet to consider the proposed decision and may:

1. Adopt the proposed decision in its entirety.
2. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
3. Reject the proposed reduction in personnel action, approve the personnel action sought by the Superintendent or designee, or any lesser penalty, and adopt the balance of the proposed decision.
4. Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item 17.5.6.a above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision upon rehearing shall be furnished to the Board within sixty (60) calendar days and then to the employee within ten (10) calendar days after the proposed decision is received by the Board.

17.5.7 Information Considered

In arriving at a decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records that were introduced into evidence at the hearing, including records of any prior personnel action against the employee in which a personnel action was ultimately sustained or any records that were contained in the employee's personnel files.

17.6 Service by Certified Mail of the Statement of Charges

For all disciplinary actions, service of the statement of charges by certified mail shall be considered complete upon deposit in the U.S. Mail.

ARTICLE 18: RECLASSIFICATION PROCEDURES

18.1 Definitions

Reclassification is the permanent upgrading of a bargaining unit position to a higher classification as a result of a significant change of permanent duties and responsibilities assigned to the incumbent in the position by the District. An increase in the volume of work (workload) shall not be the basis for reclassification.

18.2 Timeline

18.2.1 Reclassification can be requested when the essential functions of a position change, or if there has been an addition of duties over time.

18.2.2 Beginning with the 2016-2017 school year, reclassification requests must be submitted to the Human Resources and the CSEA chapter president (or his/her designee) between October 1 and October 31 of a given school year. If October 31 falls on a weekend or holiday, the deadline will be extended to the following workday.

18.2.3 No later than November 30 of the year in which the reclassification submission was submitted, CSEA and the District shall schedule negotiations dates and times for all reclassification submissions.

18.3 Reclassification Procedures

18.3.1 Requests for reclassification may be made for a given position no more than once every three (3) years. Reclassification requests will not be accepted if the position was reclassified during the prior three (3) school years, regardless of whether the position was or was not reclassified. For example, a request for reclassification submitted in 2016-2017 for a given position will preclude subsequent requests for reclassification of that position until the 2019-2020 school year.

18.3.2 If a position is reclassified, the reclassification will be effective following approval by both the District's governing board and CSEA.

18.3.3 In order to request reclassification, the permanent employee currently holding the position must submit the Reclassification Questionnaire to Human Resources and the CSEA chapter president or his/her designee. A copy of the Reclassification Questionnaire is attached as Appendix D. An incomplete Reclassification Questionnaire submitted will not be considered; however, in that case the employee may re-submit a complete Reclassification Questionnaire for consideration the following year.

18.3.4 The Director of Personnel, or designee, will determine whether the position should be referred to the Reclassification Committee ("Committee") for consideration of a change in classification, including consideration of a change in salary range or step; or

18.3.4.1 Whether the employee in the position is currently working out of the job classification.

18.3.5 The Reclassification Committee will be made up of two (2) members of CSEA, appointed by CSEA, and two (2) members of the District's management team.

18.3.6 Upon referral of a position, the Reclassification Committee ("Committee") will meet and review the requests. The Committee's review shall include the job description of the requested position along with the Reclassification Questionnaire submitted by the employee. The Committee shall evaluate whether the duties described represent a significant and permanent change in assigned duties that clearly exceed the scope of the current job classification, as authorized. Following its review, the Committee will vote on whether to recommend the reclassification. If the Committee is tied, the Committee will select a neutral third party by consensus to determine whether to recommend the reclassification. If no consensus is reached, the Superintendent shall determine whether to recommend approval of the reclassification.

18.3.7 If the Committee recommends reclassification, the written recommendation will state what change in classification is recommended, including any recommendation as to the position's salary range and step.

18.3.8 If the reclassification is denied, notice of the denial shall be mailed to the bargaining unit member via certified U.S. mail to their last known address. The applicant may appeal the denial to the Governing Board. The appeal must be made in writing within 15 workdays of receipt of the denial and submitted to the Director of Human Resources. Neither the Governing Board nor the Committee's decision may be grieved.

18.3.9 If a position is reclassified such that a new job description is required, the Director of Personnel, or his/her designee, will revise the job description with CSEA.

18.3.10 All changes to job descriptions and/or changes to the position's salary range shall require CSEA and Board approval. The employee's step placement shall be negotiated by CSEA and the District.

ARTICLE 19: REEMPLOYMENT AFTER LAY-OFF

19.1 **Laid Off Employees.** "Laid off employees" include those employees on the 39-month reemployment list, as well as those employees who accepted a voluntary demotion or reduction in hours in lieu of being laid off and/or displaced another employee with less seniority in a position in which they previously served, i.e."bumping."

19.2 **39-Month Reemployment List.** The District will maintain a 39-Month Reemployment List which will include all laid-off employees in order of seniority. Seniority is determined by the employee's first date of paid service as a regular employee at the District. If two or more employees have the same first date of paid service, seniority will be determined by the last four digits of the employee's social security number. The employee with the highest number will be considered the most senior.

19.3 **Reemployment in Previously Held Positions.** Laid off employees are not required to apply for vacant positions they previously held atthe District.

19.3.1 **Notification**. Within five (5) workdays after a classified position becomes vacant Human Resources will call and email the most senior laid off employee who previously held the vacant position. The employee must notify the District of either acceptance or denial of the position, by telephone, or email, to Human Resources within three (3) working days after Human Resources initially informed the employee of the vacant position. If an employee denies the position or fails to respond within the three-day period, the District will then notify the next most senior laid off employee until a laid off employee accepts the position. The District will not notify a laid off employee of a vacant position if the employee has informed the District he/she is not interested in such positions. If none of the laid off employees accept the position, the District will post the position for current employees and outside applicants, in accordance with the terms of this Agreement.

19.3.2 Denial or Failure to Respond. The District is not obligated to offer a laid off employee a vacant position if they decline the position or fail to respond by the three-day deadline. The District will remove an employee from the 39-Month Reemployment List if he/she fails to respond to two (2) of the District's offers of employment.

19.3.3 Phone Number and Email. Employees are solely responsible for maintaining their current phone numbers and/or email addresses with Human Resources. If Human Resources reaches a wrong or disconnected phone number and/or an email is returned as "undeliverable," it will not continue to notify the employee until the employee updates his/her phone number and/or email address with Human Resources.

19.3.4 **Failure to Report to Work.** If an employee fails to report to work without justification after he/she accepts a position, he/she will be permanently removed from the reemployment list.

19.3.5 **Probationary Period.** An employee does not have to complete a probationary period for a position they have previously held at the District.

19.4 **Positions Not Previously Held.** Laid off employees are required to apply for vacant positions they have not previously held at the District.

19.4.1 **Notification.** Human Resources will notify all laid off employees of a vacant position via email and regular U.S. mail ("Notices") to the last known addresses on file in Human Resources within ten (10) working days after the position becomes vacant. The District may also post the vacant position for internal and/or for outside applicants.

19.4.2 **Content of Notices.** Notices will consist of a job posting which will include where applications can be found and the deadline to submit applications. The Notices will include the job title, a brief description of the duties, the number of hours and work year, and the salary range.

19.4.3 **Email and Mailing Address.** It is each employee's sole responsibility to maintain his/her correct email and/or mailing addresses with Human Resources. If the District sends a Notice to an employee and the email and/or mail is returned as "undeliverable," the District is not obligated to continue sending Notices until the employee corrects his/her address(es) with Human Resources. The District will also email all Notices to the CSEA Chapter President via his/her District email address within ten (10) working days after the position becomes vacant.

19.4.4 **Applications.** Laid off employees must submit a complete application by the deadline specified in the Notice so the District can determine whether they are qualified for the position. The District may refuse to consider any incomplete and late applications.

19.4.5 **Interviews.** The District has the right to interview any applicant for the vacant position to determine his/her qualifications. The District may refuse to consider any application if an employee fails to schedule or fails to appear for a scheduled interview.

19.4.6 **Qualifications.** The District has the right to determine the qualifications for any vacant position. Qualifications can be found in the position's job description and/or job posting.

19.4.7 **Hiring Preferences.** Following interviews, if a laid off employee and outside applicant are equally qualified for a position, the laid off employee will receive the position. If more than one laid-off employee is qualified for a vacant position, the most qualified employee will receive the position. If laid-off employees and existing District employees apply for a position, the most qualified employee will receive the position. It is within the District's discretion to determine which applicant is the most qualified for the vacancy.

19.4.8 **Acceptance.** After the District notifies an applicant, they were selected for a position, they must accept or decline the position by notifying Human Resources within three (3) working days from the time of the notification of being selected for the vacancy.

19.4.9 **Failure to Respond.** The District is not obligated to offer an employee a vacant position if they fail to respond by the three-day deadline. The District will

remove an employee from the 39-Month Reemployment List who fails to respond to two (2) of the District's offers of employment.

19.4.10 **Failure to Report to Work.** If an employee fails to report to work without justification after he/she accepts a position, he/she will be permanently removed from the reemployment list.

19.4.11 **Probationary Period.** Laid off employees must complete 12-month probationary period if they have not previously held the position within the District.

19.5 **Promotional Positions.** Laid off employees have a right to participate in promotional examinations and/or interviews but are not entitled to any preference for promotional positions. A laid off employee must complete a promotional position's probationary period.

19.6 **Step Placement.** A reemployed laid off employee will be placed at the same Step on the Classified Employees Salary Schedule as if they had been continuously employed with the District.

19.7 **Failure to Complete Probationary Period.** If a laid off employee is reemployed and fails to successfully complete the required probationary period, he/she will be returned to the 39-Month Reemployment List for the remainder of the 39-month period. The 39- month period will be calculated as the time remaining as of the employee's first date of employment in his/her new position.

19.7.1 **Employees Who Voluntarily Demoted or Accepted a Reduction in Hours.** A laid off employee who was first voluntarily demoted or who accepted a reduction in hours and then is hired into another position with the district (either a lateral transfer or promotion) and who does not successfully complete the prescribed probationary period in the new position, will be returned to the job they last performed. This will be either the demoted position or the reduced hours position the employee accepted in lieu of layoff.

For Farmersville USD:

Superintendent

Assistant Superintendent of Curriculum & Instruction

Business Manager/CBO

Date: 5/12/26

Board Ratified: _____

For CSEA:

Elizabeth Dominguez

CSEA President

CSEA Chapter #518 Labor Representative

Date: May 12, 2026

ED

APPENDIX

1.024

Farmersville

CLASSIFIED SALARY SCHEDULE
2025-26
2.40% COLA Effective 07/01/2025

Range	1	2	3	4	5	6	7	8	9	10
1	16.43	17.03	17.62	18.24	18.88	19.54	20.22	20.93	21.66	22.42
2	16.75	17.34	17.94	18.57	19.22	19.90	20.59	21.31	22.06	22.83
3	17.05	17.65	18.27	18.91	19.57	20.25	20.96	21.69	22.45	23.24
4	17.35	17.96	18.59	19.24	19.91	20.61	21.33	22.08	22.85	23.65
5	17.65	18.27	18.91	19.57	20.26	20.96	21.70	22.46	23.24	24.06
6	17.95	18.58	19.23	19.90	20.60	21.32	22.07	22.84	23.64	24.47
7	18.25	18.89	19.55	20.24	20.94	21.68	22.43	23.22	24.03	24.87
8	18.55	19.20	19.87	20.57	21.29	22.03	22.80	23.60	24.43	25.28
9	18.85	19.51	20.19	20.90	21.63	22.39	23.17	23.98	24.82	25.69
10	19.15	19.82	20.51	21.23	21.98	22.74	23.54	24.36	25.22	26.10
11	19.45	20.13	20.84	21.56	22.32	23.10	23.91	24.75	25.61	26.51
12	19.75	20.44	21.16	21.90	22.66	23.46	24.28	25.13	26.01	26.92
13	20.05	20.75	21.48	22.23	23.01	23.81	24.65	25.51	26.40	27.33
14	20.35	21.06	21.80	22.56	23.35	24.17	25.01	25.89	26.80	27.73
15	20.65	21.37	22.12	22.89	23.70	24.52	25.38	26.27	27.19	28.14
16	20.95	21.68	22.44	23.23	24.04	24.88	25.75	26.65	27.59	28.55
17	21.25	21.99	22.76	23.56	24.38	25.24	26.12	27.03	27.98	28.96
18	21.55	22.30	23.08	23.89	24.73	25.59	26.49	27.42	28.38	29.37
19	21.85	22.61	23.40	24.22	25.07	25.95	26.86	27.80	28.77	29.78
20	22.15	22.92	23.73	24.56	25.42	26.31	27.23	28.18	29.17	30.19
21	22.45	23.23	24.05	24.89	25.76	26.66	27.59	28.56	29.56	30.59
22	22.75	23.54	24.37	25.22	26.10	27.02	27.96	28.94	29.95	31.00
23	23.05	23.85	24.69	25.55	26.45	27.37	28.33	29.32	30.35	31.41
24	23.35	24.16	25.01	25.89	26.79	27.73	28.70	29.70	30.74	31.82
25	23.65	24.48	25.33	26.22	27.14	28.09	29.07	30.09	31.14	32.23
26	23.95	24.79	25.65	26.55	27.48	28.44	29.44	30.47	31.53	32.64
27	24.25	25.10	25.97	26.88	27.82	28.80	29.81	30.85	31.93	33.05
28	24.55	25.41	26.30	27.22	28.17	29.15	30.17	31.23	32.32	33.45
29	24.85	25.72	26.62	27.55	28.51	29.51	30.54	31.61	32.72	33.86
30	25.15	26.03	26.94	27.88	28.86	29.87	30.91	31.99	33.11	34.27
31	25.45	26.34	27.26	28.21	29.20	30.22	31.28	32.37	33.51	34.68
32	25.75	26.65	27.58	28.55	29.54	30.58	31.65	32.76	33.90	35.09
33	26.05	26.96	27.90	28.88	29.89	30.93	32.02	33.14	34.30	35.50
34	26.35	27.27	28.22	29.21	30.23	31.29	32.39	33.52	34.69	35.91
35	26.65	27.58	28.54	29.54	30.58	31.65	32.75	33.90	35.09	36.32
36	26.95	27.89	28.86	29.87	30.92	32.00	33.12	34.28	35.48	36.72
37	27.25	28.20	29.19	30.21	31.26	32.36	33.49	34.66	35.88	37.13
38	27.54	28.51	29.51	30.54	31.61	32.71	33.86	35.04	36.27	37.54
39	27.84	28.82	29.83	30.87	31.95	33.07	34.23	35.43	36.67	37.95
40	28.14	29.13	30.15	31.20	32.30	33.43	34.60	35.81	37.06	38.36
41	28.44	29.44	30.47	31.54	32.64	33.78	34.97	36.19	37.46	38.77
42	28.74	29.75	30.79	31.87	32.98	34.14	35.33	36.57	37.85	39.18
43	29.04	30.06	31.11	32.20	33.33	34.50	35.70	36.95	38.25	39.60
44	29.34	30.37	31.43	32.53	33.67	34.85	36.07	37.33	38.64	40.00
45	29.64	30.68	31.75	32.87	34.02	35.21	36.44	37.71	39.03	40.41
46	29.94	30.99	32.08	33.20	34.36	35.56	36.81	38.10	39.43	40.82
47	30.24	31.30	32.40	33.53	34.70	35.92	37.18	38.48	39.82	41.23
48	30.54	31.61	32.72	33.86	35.05	36.28	37.55	38.86	40.22	41.64
49	30.84	31.92	33.04	34.20	35.39	36.63	37.91	39.24	40.61	42.05
50	31.14	32.23	33.36	34.53	35.74	36.99	38.28	39.62	41.01	42.46
51	31.44	32.54	33.68	34.86	36.08	37.34	38.65	40.00	41.40	42.87
52	31.74	32.85	34.00	35.19	36.42	37.70	39.02	40.38	41.80	43.27
53	32.04	33.16	34.32	35.53	36.77	38.06	39.39	40.77	42.19	43.68
54	32.34	33.47	34.65	35.86	37.11	38.41	39.76	41.15	42.59	44.09
55	32.64	33.78	34.97	36.19	37.46	38.77	40.12	41.53	42.98	44.50
56	32.94	34.09	35.29	36.52	37.80	39.12	40.49	41.91	43.38	44.91
57	33.24	34.40	35.61	36.86	38.15	39.48	40.86	42.29	43.77	45.32
58	33.54	34.71	35.93	37.19	38.49	39.84	41.23	42.67	44.17	45.73

Effective 07/01/2022 Increase to Salary Schedule by 9% (BA 05/09/2023)

Range	1	2	3	4	5	6	7	8	9	10
59	33.84	35.03	36.25	37.52	38.83	40.19	41.60	43.06	44.56	46.13
60	34.14	35.34	36.57	37.85	39.18	40.55	41.97	43.44	44.96	46.54
61	34.44	35.65	36.89	38.18	39.52	40.90	42.34	43.82	45.35	46.95
62	34.74	35.96	37.21	38.52	39.87	41.26	42.70	44.20	45.75	47.36
63	35.04	36.27	37.54	38.85	40.21	41.62	43.07	44.58	46.14	47.77
64	35.34	36.58	37.86	39.18	40.55	41.97	43.44	44.96	46.54	48.18
65	35.64	36.89	38.18	39.51	40.90	42.33	43.81	45.34	46.93	48.59
66	35.94	37.20	38.50	39.85	41.24	42.68	44.18	45.73	47.33	48.99
67	36.24	37.51	38.82	40.18	41.59	43.04	44.55	46.11	47.72	49.40
68	36.54	37.82	39.14	40.51	41.93	43.40	44.92	46.49	48.12	49.81
69	36.84	38.13	39.46	40.84	42.27	43.75	45.28	46.87	48.51	50.22
70	37.14	38.44	39.78	41.18	42.62	44.11	45.65	47.25	48.90	50.63

Position	Range	Position	Range	Position	Range
ACCOUNTING TECHNICIAN	22	CUSTODIAN II	15	MAINTENANCE WORKER	21
ADULT SCHOOL OFFICE CLERK	11	CALPADS/SIS Coordinator	70	MAINTENANCE WORKER II	27
Alternative Education Secretary	18	DISTRICT OFFICE SECRETARY	19	MAINTENANCE/POOL TECHNICIAN	32
ASSISTANT EXPANDED LEARNING COORDINATOR	60	EARLY CHILDHOOD COORDINATOR	7	MASTER HV MECHANIC	64
ASSISTANT SUPERINTENDENT SECRETARY	25	ELEMENTARY SECRETARY	16	MIDDLE SCHOOL SECRETARY	16
ATTENDANCE CLERK/OFFICE CLERK	10	FINANCE CLERK	18	NOON DUTY AIDE	2
AVID Tutor (Diploma to 36 units)	3	FOOD SERVICE CLERK	7	OUTREACH CONSULTANT	11
AVID Tutor (37-72 units)	6	FOOD SERVICE DELIVERY DRIVER	17	REGISTRAR/ATTENDANCE CLERK 9-12	13
BREAKFAST AIDE	1	FOOD SERVICE WORKER I/VENDING CART SERVER	2	SECRETARY II / GUIDANCE	21
BUS DRIVER	27	HEALTH AIDE	4	SECRETARY II / MOTF	21
BUS DRIVER/UTILITY WORKER	27	HIGH SCHOOL SECRETARY	19	SITE COMPUTER TECHNICIAN	23
CAMPUS AIDE	9	INSTRUCTIONAL ASSISTANT (Diploma to 36 units)	3	SPED INSTRUCTIONAL AIDE (Diploma to 36 units)	3
CHILD CARE AIDE	1	INSTRUCTIONAL ASSISTANT (37-72 units)	6	SPED INSTRUCTIONAL AIDE (37-72 units)	7
CHOIR ACCOMPANIST	6	INSTRUCTIONAL ASSISTANT-BEHAVIOR MANAGEMENT	7	SPED PRESCHOOL TEACHER AIDE	3
COMMUNITY LIASON	3	LEAD CUSTODIAN	17	SPED PRESCHOOL TEACHER	26
COMPUTER INSTRUCTIONAL AIDE	23	LIBRARY TECHNICIAN (48-89 units)	11	SPED & STUDENT SERVICES OFFICE CLERK	10
COMPUTER NETWORK TECHNICIAN	56	LIBRARY TECHNICIAN (90-120 units)	16	SPECIAL FRIENDS PARAPROFESSIONAL	1
COMPUTER TECHNICIAN	28	LIBRARY TECHNICIAN (120 units+LTC)	17	SPEECH-LANGUAGE PATHOLOGY ASSISTANT (SLPA)	32
COOK	13	LICENSED VOCATIONAL NURSE (LVN)	32	TRANSPORTATION & OPERATIONS SUPERVISOR	41
CROSSING GUARD	1	LOCKER ROOM ATT/INST AIDE (Diploma to 36 units)	3	UTILITY WORKER	17
CUSTODIAN/MAINTENANCE/GROUNDS	13	LOCKER ROOM ATT/INST AIDE (Diploma to 36 units)	3	WEB-TECHNOLOGY SPECIALIST	33
CUSTODIAN I	10	LOCKER ROOM ATTENDANT/INST AIDE (37-72 units)	6		

Farmersville
Unified School District

CLASSIFIED PERFORMANCE APPRAISAL

EMPLOYEE NAME	CLASSIFICATION	LOCATION
DATE		
	COVERS PERIOD FROM _____ TO _____	

☐ Probationary (0 - 3 months)	Date of Employment: _____
☐ Probationary (4 – 6 months)	Date of Promotion (if applicable): _____
☐ Permanent (Annual)	Date of Last Report: _____

EVALUATION/PERFORMANCE STANDARDS

Rating Scale: 5 = Excellent, 4 = Above Average, 3 = Satisfactory, 2 = Needs Improvement, 1 = Unsatisfactory, NA = Not Applicable

#	Evaluation Category	Descriptor	Rating (circle one)
1	Productivity	Completes expected volume of work efficiently	NA 1 2 3 4 5
2	Quality of Work	Accuracy, neatness, and attention to detail	NA 1 2 3 4 5
3	Attendance	Reports to work consistently and as scheduled	NA 1 2 3 4 5
4	Punctuality	Arrives on time and returns promptly from breaks	NA 1 2 3 4 5
5	Reliability	Dependable, meets commitments, minimal supervision	NA 1 2 3 4 5
6	Thoroughness	Completes tasks carefully and completely	NA 1 2 3 4 5
7	Conscientiousness	Demonstrates care and dedication in work duties	NA 1 2 3 4 5
8	Self-Initiative	Anticipates needs, takes appropriate action	NA 1 2 3 4 5
9	Attitude	Displays positive, respectful, and cooperative demeanor	NA 1 2 3 4 5
10	Work Habits	Maintains organized, safe, and efficient practices	NA 1 2 3 4 5
11	Adherence to Rules	Follows policies, procedures, and directions	NA 1 2 3 4 5
12	Dress/Grooming	Maintains appropriate professional appearance	NA 1 2 3 4 5
13	Receptiveness	Accepts feedback and makes appropriate changes	NA 1 2 3 4 5
14	Judgment	Makes sound decisions within scope of position	NA 1 2 3 4 5
15	Timeliness	Meets deadlines and time constraints effectively	NA 1 2 3 4 5
16	Cooperativeness	Works well with colleagues, teams, and departments	NA 1 2 3 4 5
17	Communication/Relations	Interacts effectively with students, staff, parents	NA 1 2 3 4 5
18	Accuracy	Minimizes errors in work product	NA 1 2 3 4 5
19	Efficiency	Uses time and resources wisely	NA 1 2 3 4 5
20	Commitment	Demonstrates strong work ethic and dedication	NA 1 2 3 4 5

OVERALL AVERAGE: _____

(Calculating Overall Average: Add numerical scores for all applicable evaluation categories (excluding "NA"), divide total by number of categories scored)

1) COMMENDATIONS (Highlight employee strengths and areas of excellence):

2) RECOMMENDATIONS (Identify areas needing improvement and offer guidance for professional growth):

Evaluator's Signature | Position | Date

Employee's Signature | Date

**Employee signature indicates receipt, not necessarily agreement. **

Employee Comments (optional):

Farmersville
Unified School District

Application for Reclassification Instructions

Important Instructions

1. An employee seeking reclassification must submit two (2) copies of the request and deliver one copy to the District's Human Resources Department and the other copy to the CSEA Chapter President.
2. Before requesting reclassification, employee must review Article 18 of the Collective Bargaining Agreement to ensure your request meets the criteria for reclassification.
3. All required materials must be complete and submitted together at the time of filing. Additional materials may not be added after the submission deadline unless mutually agreed by the District and CSEA.
4. Job descriptions and salary placement are determined by the Reclassification Committee, subject to negotiations with CSEA. Employees may submit suggested revisions for review, but final determinations rest with the Committee.
5. Any member of the Reclassification Committee, whether representing the District or CSEA, who has a *direct conflict of interest* in a particular case shall recuse themselves from participation in discussions or decisions for the request. A direct conflict includes being the employee under review, an immediate relative, or an individual with a supervisory relationship to the employee.

Checklist of Required Materials

A complete reclassification application must include the following:

- Reclassification Questionnaire (Appendix B) – completed and signed by employee.
- Supervisor Response – completed and signed by the immediate supervisor.
- Current job description.
- Suggested revisions to the job description and a recommended salary range (optional).
- Supporting documentation: information outlining additional duties and responsibilities acquired over time, justification for the request, historical overview with approximate dates, frequency, and supervisor assignments.
- Any other relevant information supporting the request.

Employee Certification

I certify that the information provided is accurate and complete to the best of my knowledge and that this submission is a complete packet at the time of filing.

Employee Signature: _____ **Date:** _____

Farmersville
Unified School District

RECLASSIFICATION QUESTIONNAIRE

Employee Information:

Employee Name (Last, First, Middle): _____

Present Position Title: _____

Department/Office: _____ Immediate Supervisor: _____

Work Schedule (Hours/Week): _____ Date of Submission: _____

SECTION 1: CLASSIFICATION STATUS

Is this request for an existing District classification?

___ Yes (identify classification: _____)

___ No, a new classification may be required.

SECTION 2: DESCRIPTION OF DUTIES

1. Describe in detail any new or additional duties and responsibilities you have been assigned since initially starting this position.
   - Who assigned these duties _____
   - When the duties began _____
   - How often these duties are performed _____

(Attach additional pages if necessary)

2. Explain why you believe these additional duties justify a reclassification:

3. Are these new duties:

   ___ Temporary due to leaves, vacancies, or special projects?

   ___ Permanently assigned by your supervisor or administrator?

SECTION 3: SIGNATURE

I certify that the information provided is accurate and complete to the best of my knowledge.

Employee Signature: _____ Date: _____

Farmersville
Unified School District

SUPERVISOR RESPONSE TO RECLASSIFICATION REQUEST

Supervisor Information:

Supervisor Name: _____ Date Received _____

Employee Requesting Reclassification: _____

Employee's Current Position Title: _____

SECTION 1: REVIEW OF DUTIES

1. Identify any additional duties that have been assigned to the employee since their appointment to this position.
   - Who assigned these new duties _____
   - When did the new duties begin _____
   - Were the new duties assigned temporary or permanent _____

2. In your professional judgment, do the newly assigned duties reflect:
   ___ A substantial, permanent, and material change in job responsibilities?
   ___ A temporary increase in workload or coverage for vacancies?
   ___ Duties voluntarily assumed by the employee without authorization.

SECTION 2: RECOMMENDATION

3. Do you recommend that this position be referred for reclassification review?
   ___ Yes
   ___ No

Please explain your reasoning:

SECTION 3: SIGNATURE

By signing below, I acknowledge that I have reviewed the employee's submitted duties against the current District job description. To the best of my knowledge, the new duties identified are not already included within the current job classification.

Supervisor Signature: _____ Date: _____

FORMAL GRIEVANCE

Name of Grievant (Please Print): Job Title: Date of Hire:	Work Phone: Home Phone: ☐ Send documents to external representative
Home Mailing Address: Street or P.O. Box: City: State: Zip:	Work Mailing Address: Dept: Street or P.O. Box: City: State: Zip:
Date, time and place of event leading to grievance:	Date you became aware of the event, (if different)
Detailed description of grievance including names of other persons involved, or in attendance at informal conference, if any	
Applicable sections of Collective Bargaining Agreement	
Proposed resolution to grievance:	
Decision of Administration:	
Grievant: File a copy of this form with your immediate supervisor and retain a copy for filing at the next step. If you do not receive a response within 5 working days of informal conference, 10 days at succeeding steps, or disagree with the action taken, you may file a copy of the grievance at the next step.	

Step	Grievance Filed with *(Please Print Name)*	Date	Grievant's Signature	Date
1				
2				
3				
4				