AGREEMENT

Between the

Turlock Unified School District

and the

Turlock Teachers Association

July 1, 2023 - June 30, 2026

03/2026

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ARTICLE 1

AGREEMENT

The governing Board of the Turlock Unified School District (District) and the Turlock Teachers Association (Association), which is affiliated with the California Teachers Association and the National Education Association, have negotiated the following Agreement pursuant to Government Code 3540-3549.

This Agreement is made and effective March 17, 2026, by and between the Turlock Teachers Association, hereinafter referred to as "TTA" and the Turlock Unified School District, hereinafter referred to as "District," collectively referred to as the "Parties." By entering into the Agreement, the Parties acknowledge that this contract shall remain in effective until negotiations are completed regardless of the expiration date.

This Agreement shall remain in effect from July 1, 2023 until June 30, 2026. Upon ratification for the current fiscal year, the contract shall be closed for the 2024-2025 fiscal year.

It is mutually understood that Article 5-Salaries and Benefits and Article 18-Work Year Calendar are automatic reopeners during the length of the Agreement. TTA and the District may present two (2) Articles each for reopener negotiations. Reopener negotiations are scheduled for the 2024-2025 and 2025-2026 fiscal years. The Successor Agreement shall be negotiated before or during the 2026-2027 fiscal year and all Articles shall be open for negotiations.

By mutual agreement and verification from both Parties, non-substantive changes may be made to contract language prior to the Agreement being printed for mass distribution (e.g., his/her to employee, typos, grammar, etc.).

If any provision of this collective bargaining agreement or any application of this agreement to any employee is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

ARTICLE 2

DISTRICT RIGHTS

The District maintains all of its rights, powers, and authority provided by law to direct, manage, and control the District to the full extent of the law. Included in those exclusive rights, powers, and authority are the following: to determine its organization; to determine the mission, goals, and objectives of the organization; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; to manage and maintain the efficiency of its operations; to determine the kinds and levels of services to be provided and the methods and means of providing them; to establish its educational philosophies, policies, goals, and objectives; to establish the curriculum; to ensure the rights and educational opportunities of its students; to direct the work of its employees; to determine staffing patterns; to determine the number and kinds of personnel required; to build, move, or modify facilities; and to adopt, amend, or rescind its policies, rules, and regulations as the District, in its discretion, shall deem necessary. The District shall further be entitled to take action on any matter in the event of an emergency.

The District's rights, powers, and authority as discussed herein are limited only by applicable law and as specifically and unequivocally limited, abridged, and/or modified by this Agreement.

ARTICLE 3

RECOGNITION

3.1 Pursuant to the certification of the Public Employment Relations Board, Docket No. S-R-61, the District recognizes the Association as the exclusive representative for the following unit of employees:

Shall Include: Teachers, Permanent, TK-12
Teachers, Probationary, TK-12
Teachers, Temporary, TK-12
Teachers, Intern, TK-12
Teachers, Special Education
Teachers, Head Start and State Preschool
Teachers, C.T.E.
Nurses
Counselors, TK-12
Instructional Coaches
Speech Therapists
Resource Specialists
Early Childhood Education Program Specialists

Shall Exclude: Management, Supervisory and Confidential Staff
Interim Management, Supervisory and Confidential Staff
Psychologists
Behavioral Specialists
Mental Health Clinicians
Inclusion Specialists
Student Support Clinicians
Teachers, Summer School
Teachers, Substitutes
Teachers, Adult School
Counselors, Adult School

3.2 Adjustments to the unit may be made upon mutual agreement of the District and the Association.

3.3 As used in this Agreement, the term "employee" refers only to persons included in the bargaining unit.

ARTICLE 4

HOURS OF WORK

4.1 Work Year

4.1.1 Except as set forth below, employees shall work the traditional calendar, consisting of 183 workdays that include 180 student instructional days with three (3) professional development days.

a. Work Year for Grades 7-12 Counselors: The work year of Grades 7-12 counselors shall be five (5) days beyond the traditional calendar. Compensation for these additional days is reflected in the counselor Salary Schedule in Appendix A. These additional days of service shall be determined by the Principal unless otherwise agreed to by the employee and the Principal. For planning purposes, counselors shall submit a work year calendar to their immediate supervisors for approval on or before July 15. Site administration may approve calendar revisions as needed throughout the school year.

Grades 7-12 counselors may have up to four (4) additional days a year to be paid at per diem rate. These days must be mutually agreed upon by the site administration and the employee and shall be completed in full or half (3.5 hrs.) day increments. Additional hours may be assigned by the Principal with the consent of the employee. Compensation for any additional hours shall be at the hourly rate or accrued as compensatory time as described in Article 4.5.

b. Work Year for Agriculture Teachers: The work year of agriculture teachers shall be thirty-six (36) days beyond the traditional calendar for work completed during the summer as identified in the Agriculture Teacher Salary Schedule in Appendix A. Agriculture teachers shall provide a preliminary work calendar for the months of June, July and August. Note: These days are not provided for preparation for the following school year. This calendar shall be submitted to their administrator by May 1st for approval. Subsequent changes to the calendar shall be approved by the site administrator before the date of the change to the extent possible.

4.1.2 Preceding the first student instructional day, 5.25 consecutive hours of a professional development day shall be designated to complete mandated training videos, and for employees to prepare instructional materials and/or the learning environment for students.

4.1.3 Regular full-time employees must be in paid status for at least seventy-five percent (75%) of the total workdays to earn a full year of experience credit for salary advancement. Probationary employees must work at least seventy-five percent (75%) of the total workdays to earn a full year of credit towards permanent status as outlined in Ed Code § 44975. Employees who participate in a job share will accrue their time for service credit according to the Job Share provision in this contract.

4.2 Workday

4.2.1 The employee's normal workday shall not exceed 424 minutes, with a minimum 30-minute duty free lunch for employees in grades 7-12 and a minimum 40-minute duty

free lunch for employees in grades TK-6. The length of the duty-free lunch for counselors shall not exceed that of other employees in grades 7-12. The number of instructional minutes offered shall meet the following requirements:

a. AM/PM Transitional Kindergarten/Kindergarten – 200 daily minutes
b. Extended Day Transitional Kindergarten/Kindergarten – 300 daily minutes
c. No less than 54,000 annual minutes in grades 1-8 inclusive
d. No less than 64,800 annual minutes in grades 9-12 inclusive
e. Early morning "A/0" period classes (7-12) to not exceed daily minutes in periods 1-6

Transitional Kindergarten and Kindergarten teachers assigned to an AM/PM program shall provide a minimum of two hundred (200) minutes of daily instruction as noted above. Such teachers shall also provide an additional one hundred (100) minutes per day of instructional assistance to the grade level partner, or a designated colleague at the school site. Instructional assistance shall be established yearly by the site administrator in collaboration with the TK/K team. The instructional minutes do not have to be consecutive, shall not infringe upon the employee's duty-free lunch period, and shall not occur on adjusted dismissal days. During scheduled parent conference week AM/PM TK/K shall be adjusted dismissal day.

4.2.2 Start and End of Workday

a. Employees assigned to an elementary or middle school sites shall be on duty no less than ten (10) minutes prior to the start of their scheduled workday and remain on duty at the school site unless prior arrangements have been made with the site administrator, for at least ten (10) minutes after the end of their scheduled workday. The workday for Transitional Kindergarten/Kindergarten teachers shall be no more or less than that of other employees. Arrival and departure times for Transitional Kindergarten/Kindergarten teachers may be adjusted in order to ensure an equal workday.

b. Employees assigned to a 9-12 comprehensive school site shall be on duty no less than five (5) minutes prior to the start of their scheduled workday and remain on duty at the school site, unless prior arrangements have been made with the site administrator, for at least five (5) minutes after the end of their scheduled workday.

c. Employees shall remain longer during an emergency affecting student safety.

d. Teaching staff shall be present in classrooms or at a school event with their classes/students at the start and end-of posted bell schedules.

4.2.3 Preparation Time: Preparation time and/or preparation period is defined as an employee's block of designated time during the contractual workday to engage in tasks associated with their teaching, including paperwork for meetings, planning and preparing for academic lessons, and/or organizing assessments.

a. Teaching employees in grades TK-6 will be provided no less than 135 minutes per week for preparation of lessons and/or voluntary collaboration. Full-time

teaching employees in grades 7-12 will have one (1) preparation period per day equivalent to one (1) teaching period.

b. Every effort will be made to refrain from assigning teaching duties to employees in grades 7-12 during preparation periods. The preparation period shall be used to substitute for other teachers only in cases of emergency, unusual situations, or by mutual agreement. Teaching employees shall receive in-lieu time for additional work assignments performed during preparation periods.

c. Every effort will be made to refrain from scheduling voluntary professional development, trainings, and/or site activity meetings during preparation periods. However, when district initiatives determine the need to provide professional development during a portion of the regular workday, staff shall be provided with professional discretion to attend voluntarily if the training conflicts with their preparation periods. "Staff shall be provided with professional discretion to attend voluntarily if the training conflicts with their preparation periods without reproach," shall be included in the training notification.

d. If mandated safety related training occurs during TK-12 grade preparation periods when emergencies or unusual situations exist, employees shall receive in-lieu time.

e. Employees shall be exempt from receiving in-lieu time for attending professional development (e.g., in-service training, workshops, etc.,) when professional development occurs during a full workday.

4.3 Professional Duties: All employees are required to perform professional duties outside the normal workday. These duties include:

4.3.1 Faculty Meetings

A Faculty meeting is a meeting under the direction of the site principal or district administration in which all site certificated employees are required to attend. Faculty Meetings will be limited to no more than two (2) per calendar month and will begin within fifteen (15) minutes of the dismissal bell. Faculty Meetings will not exceed sixty (60) minutes per meeting unless a change is mutually agreed upon by the majority of staff members or in an emergency. Faculty meetings shall not be scheduled during parent conferences.

4.3.2 Public Relations Evening Meetings

a. TK-K Meet and Greet or Back-to-School Night as determined by site administration with input from TK/K team
b. Grades 1-12 Back-to-School Night
c. TK-6 Open House/Parent Night to be held before the District statewide testing window
d. 7-8 Spring Parent Night

4.3.3 Communication of Academic Progress: Employees shall maintain an accurate gradebook system and shall communicate academic progress and/or student accountability with parent(s)/guardian(s) beyond traditional notification (e.g. progress reports and report cards). Communication may include, but is not limited to, web-based programs, formal meetings, telephone calls, electronic mail, and written correspondence.

4.3.4 The District and case managers agree to make a good faith effort within the limitations of State and Federal Law to ensure that Individualized Educational Plan (IEP) meetings do not occur beyond the contractual workday.

4.4 Employees Serving as Substitutes

4.4.1 If the District is unable to provide a substitute and as a result a TK-12 teacher is assigned all or part of another teacher's class for a half day or more for TK-6, or one (1) period or more for 7-12, the employee providing substitute service shall receive pay at the current District employee substitute rate. The amount of pay will be prorated among the number of affected teachers. The amount of prorated pay per period for grades 7-12 teachers shall be the District employees' substitute rate divided by the number of periods at the employees' school site.

4.4.2 Employees who are not assigned a designated preparation period may acquire in-lieu compensatory time by providing substitute teacher service during periods when they are not assigned student instruction duties.

4.4.3 The District shall make a reasonable effort to obtain a substitute before asking site employees to volunteer for substitute service.

4.4.4 The District shall make every effort to limit the use of employees without a regular teaching assignment as a substitute.

4.5 In-Lieu/Compensatory Time off

4.5.1. TK-6 compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's per-diem hourly rate of pay. The amount of compensatory time granted for any type of service shall equal one (1) hour of compensatory time for one (1) hour of actual work. Seven (7) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full workday. Compensatory time may be taken in half-day increments any day of the week or in full hours on Wednesday afternoons.

4.5.2. 7-8 compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's per-diem hourly rate of pay. One (1) instructional period shall be considered the equivalent of one (1) hour. Dependent on the number of instructional periods, Six (6) or Seven (7) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full workday.

4.5.3. Compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's per-diem hourly rate of pay. One (1) instructional period shall be considered the equivalent of one (1) hour. Six (6) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full workday.

4.5.4. Employees shall not be entitled to accrue more than four (4) full days of compensatory time at any one (1) time, unless specifically authorized by the Superintendent or designee.

4.5.5 Accumulated compensatory time may be transferred from one (1) employee to another only with the specific parameters noted in catastrophic leave donations. Accumulated compensatory time may be carried over from one (1) school year to the next school year.

4.5.6 Employees shall request authorization to utilize accumulated compensatory time at least one (1) week in advance of the requested date(s). Requests submitted less than one (1) full week in advance will normally be denied unless the Principal determines that unusual circumstances warrant an exception.

4.5.7 Requests submitted at any time shall also be denied when the Principal determines that adequate substitute coverage is not available or that the employee's absence will have a significant detrimental effect on District operations or the instructional program.

4.6 Adjusted Dismissal Days: During the school year, there will be days in which students are dismissed prior to the regular dismissal time, as follows:

a. First day of school for dedicated site/faculty meetings to occur within the contracted day, except for TK and Kindergarten teachers. AM/PM TK/K shall be provided up to three (3) hours of preparation time before school starts, or after contract hours, if used after the first day of school. These hours shall be used by the end of the first week of the school year. Compensation shall be at the hourly rate of pay and paid through an Extra Work Agreement (EWA).

b. Last day of school before winter break, employees shall remain on duty for ten (10) minutes after student dismissal.

c. On the day leading into the President's Holiday, PLC time will be eliminated with an early release for teachers. Employees shall remain on duty for ten (10) minutes after student dismissal.

d. Last day of school, employees shall remain on duty for ten (10) minutes after student dismissal.

e. Grades TK-8 parent conferences

f. Weekly embedded collaboration time with Professional Learning Community (PLC) activities as directed by site/district administration. One (1) PLC meeting for each trimester/quarter, outside of finals week for grades 9-12, will be used for grade reporting. These dates will be communicated to staff at the beginning of each school year. PLC time shall be eliminated on Back to School Night for TJHS and Dutcher campuses if Back to School Night is held on a Wednesday.

4.7 Adjunct/Co-Curricular Assignments

Annually, the 9-12 Principals shall prepare a list of preliminary adjunct or co-curricular assignments, to be filled by 9-12 teachers, up to twenty (20) hours. For part-time employees this shall be up to four (4) hours per each instructional period taught. This working document shall be posted, and assignments shall be filled first by volunteers on a first-come-first served basis. When volunteers are exhausted, the site administrator shall assign the remaining duties to teachers by qualifications, expertise, employee abilities and/or limitations. Employees earning Class I-IV stipends from Appendix A, shall be

deferred from initial placement on the adjunct/co-curricular list of assignments until placement of staff who are not receiving stipends and/or individuals who earn Class V-VIII stipends are prioritized. The procedure for placement on the list shall commence with employees not receiving stipends followed by a reverse order process of employees who receive stipends Class VIII-I.

Site administration shall have discretion to move and/or add adjunct or co-curricular assignments when conflicts with schedules arise and/or when commitments are not met. Administration will make a good faith effort to accommodate staff requests when scheduling conflicts exists, however, the administrator's and/or designees' decision shall be final. Back-to-School Night shall be included in the bank of twenty (20) hours.

Any additional adjunct or co-curricular assignment not listed by site principals need prior approval from the appropriate administrator.

If additional hours of assignment exceed the number of hours in the bank, those assignments shall be for extra pay at the hourly rate.

4.8 Emergency Causing Reduced Number of Instructional Days: In the event of an emergency or other condition which would result in less than 180 instructional days, the school year shall be extended for a like number of days after the end of the normal school year to ensure a minimum of 180 days of instruction. These days shall be added on as soon as practicable after the conclusion of the normal school year.

4.9 Emergency Causing Reduced Instructional Minutes: In the event of an emergency or other conditions which would result in fewer minutes of annual instructional time than the previous school year, but not less than 180 instructional days, the following procedures shall apply:

a. All rally/assembly schedules for the remainder of the school year shall be cancelled before employees may be required to teach beyond their regular workday or regular work year.

b. If additional minutes of instruction are still required after cancellation of remaining rally/assembly schedules, the District and the Association, by mutual consent, may agree to increase the regular instructional day for whatever number of minutes and for whatever number of days is necessary to ensure the same number of annual instructional minutes as the previous school year.

c. If the District and the Association do not mutually agree to increase the regular instructional day to achieve the same number of instructional minutes as existed during the previous school year, the District and the Association, by mutual consent, may agree to increase the instructional day during the Final Examination Schedule to ensure the same number of annual instructional minutes as existed during the previous school year.

4.10 Notwithstanding any section of this Agreement, the District and the Association agree to comply with any Federal or State regulation or law that requires any holiday to be observed on a particular date unless a waiver is granted by the appropriate Federal or State agency having lawful jurisdiction to grant such waivers. In such an instance, if a waiver is not granted, the required date would replace the date so indicated in this agreement.

ARTICLE 5

SALARIES AND BENEFITS

5.1 Salaries

5.1.1 All employees shall be paid in accordance with the salary schedules attached as Appendix A.

5.1.2 For the 2025-2026 school year, the 2024-2025 Salary Schedules in Appendix A shall be increased by 2% retroactive to the first day of work as of July 1, 2025 for all employees in paid status at the time of Board approval of this agreement or retired after July 1, 2025. Increase to the salary schedule will be reflected no earlier than the April 30, 2026 payroll. The retroactive salary payment will be made no earlier than the May 31, 2026 payroll. No changes to the stipend table shall take effect until the 2026–27 school year.

5.1.3 Employees shall be granted year for year credit for allowable prior credentialed teaching experience outside of the District. School nurses employed on or after July 1, 2001, shall be granted year for year credit for service as a registered nurse.

5.1.4 Employees at the end of any column will, upon moving to the next column, be given full credit for years of service in the District.

5.2 Health and Welfare Benefits: The District offers Health and Welfare Benefits to all benefit eligible employee working at least half-time. Participation in District provided Health and Welfare benefits are voluntary. Medical, vision and dental insurance benefits are separate plans. Eligible employees may elect to participate in one or more of these benefit plans.

5.2.1 Beginning December 2022, the District will pay a maximum annual cap of $12,000 for eligible employees who participate in the District's health and welfare benefit plans. An employee's share of plan costs shall be paid monthly by payroll deduction.

5.2.2 Cash Out

a. Employees Hired Prior to July 1, 2016. All benefit eligible employees hired prior to July 1, 2016 shall remain eligible to receive cash in lieu of a District contribution to benefits in the amount of $5,906/year if the unit member is currently participating in the cash out program, the unit member annually provides proof of alternate medical insurance, and the unit member completes the District-provided Declination of Coverage form.

b. Employees Hired On or After July 1, 2016 (start date on or after July 1, 2016). All benefit eligible employees hired on or after July 1, 2016 shall be eligible to receive cash in lieu of a District contribution to benefits in the amount of $3,000/year if the unit member is currently participating in the cash out program, and the unit member annually provides proof of alternate medical insurance, and the unit member completes the District-provided Declination of Coverage form.

5.3 Benefits Retirees: At retirement, employees who have been purchasing District health, dental and/or vision insurance may continue to do so by paying the District or its benefit providers in the

manner prescribed by the District, so long as such participation is permitted by law and by the District's providers. Employees who are not taking District insurance at the time of retirement may elect to join a District health plan if they meet all time and eligibility requirements.

5.4 In Lieu Compensatory Time "Cash Out": Employees shall have the option to "cash out" any unused compensatory (in-lieu) time at the employee's per diem hourly rate for work performed during or outside of the contractual workday. It shall be the responsibility of the employee to notify the Payroll Office, in writing, of the employee's irrevocable decision to be paid for any or all unused compensatory time. This notification must be submitted to the Payroll Office no later than April 15 of that school year. Any employee may submit multiple requests during a school year, but none (0) may be submitted after April 15.

5.5 Extra Period Assignment Employees at secondary schools, other than counselors, may be employed for an extra period by mutual agreement with the District. Such employees shall be paid an additional pro-rata amount of their salary in lieu of the normal preparation period. Said agreements shall not extend beyond the end of the academic school year.

5.6 District Employee Substitute Rate: An employee on a non-workday may request to serve as a substitute for other employees in the District. Pay shall be $30 above the current sub rate for such service.

5.7 Differential Pay Rate: Differential Pay shall be defined as the difference between an employee's salary and the general education rate paid to a substitute. Differential Pay shall be calculated at this rate whether or not a substitute has been hired.

5.8 Hourly Rates: Employees may be employed for additional time by mutual agreement with the District and will be compensated at the rate of $40.00 per hour.

5.9 Stipends:

5.9.1 Payment for performance of extra duties shall be in accordance with Appendix A. All stipends are subject to specific prior approval of the principal or designee and approval of the Board of Trustees.

Clubs are available to all students grades 1-12 and employees are eligible to receive Club Advisor stipends in accordance with time spent advising the club during non-contract time (including lunch periods). Clubs must be officially approved by the site administration and the Associated Student Body (secondary) and the site principal (elementary). Minimum of ten (10) hours required to receive a stipend.

By mutual consent of the affected employees and the District, employees may share a stipend responsibility/payment.

5.9.2 CLAD/BCLAD Stipends: Employees who have obtained a CLAD or BCLAD credential and were employed by the District prior to July 1, 2008 shall receive a stipend in accordance with the stipend table in Appendix A.

Employees hired on or after July 1, 2008 who have obtained and are utilizing a BCLAD credential in their teaching assignment shall receive a stipend in accordance with the stipend table in Appendix A. "Utilizing" is defined as teaching a class, or teaching/working in a program designed to develop students' primary language (primary language is not

English), when the content instruction is delivered in the students' primary language (not English), or teaching in a dual immersion program. Employees utilizing a BCLAD credential outside of their normal workday will be compensated at the hourly rate.

CLAD/BCLAD credentialed teachers, who are employed in less than full-time status for the entire school year shall receive a prorated stipend.

5.9.3 Combination Class Stipend: TK-6 classroom teachers who are assigned to a combination class of two (2) or more different grade levels shall receive a Class VII stipend if assigned a combination class for more than ten (10) consecutive school days.

5.9.4 Induction support providers shall receive a special assignment stipend for providing support to new teachers participating in the District's induction program in accordance with the stipend table in Appendix A.

5.9.5 SLPs shall receive a stipend in accordance with Appendix A for providing support to a SLP Intern or newly credentialed SLP who is in paid status with the District.

5.10 Longevity Steps:

5.10.1 21st Year Longevity Step: All full-time employees who have completed twenty (20) or more years of accrued paid service, but less than twenty-five (25) years, shall be placed on Step 21 of the salary schedule.

5.10.2 26th Year Longevity Step: All full-time employees who have completed twenty-five (25) or more years of accrued paid service, but less than thirty (30), shall be placed on Step 26 of the salary schedule.

5.10.3 31st Year Longevity Step: All full-time employees who have completed thirty (30) or more years of accrued paid service shall be placed on Step 31 of the salary schedule.

5.10.4 Special Assignments-Stipends Longevity: All employees in designated Class I–VI assignments shall be eligible for a longevity increase after five (5) consecutive years of service within the same program, effective beginning Fall 2022.

5.11 Speech and Language Pathologists/Speech Therapists Reimbursement: Speech and Language Pathologists/Speech Therapists will be reimbursed for the cost of obtaining their Speech and Language Pathology and Audiology license. This reimbursement will remain in effect as long as Speech and Language Pathologist services are reimbursed by Medi-Cal funds.

5.12 Career and Technical Education (CTE): Beginning in 2023-24, a Career and Technical Education, CTE, teacher who possesses at least 5 years of full-time industry experience (in the field they are teaching) and possesses a valid CTE credential in their subject matter, shall be considered commensurate with a teacher possessing a BA/BS and shall be appropriately placed on the salary schedule starting in Column 1. The CTE teacher who meets this criterion is eligible to take units for salary advancement in accordance with Article 5.13.

5.13 Units for Salary Advancement:

5.13.1 Credit for additional units beyond a bachelor's degree must be approved prior to enrolling in courses. Courses that are not approved in advance shall not be accepted. All completed

course approval requests for salary advancement shall be submitted on the District's designated "Application for the Approval of College Units" form (Appendix C) to site Principals or designees and shall include a copy of the employee's growth plan. Principals or designees will review requests within ten (10) days. For approval of units submitted between June 10th and August 1st, the ten (10) day timeline for review shall not apply. If denied, the application will be returned to the employee. If approved, the application will be forwarded to the Educational Services Department for review. Cabinet shall have final approval. Educational Services will provide notice to the employee, worksite, and the Human Resources Department regarding the status (approval/denial of application) of the employee's submission.

a. During the District's onboarding process, newly hired employees who may be currently enrolled in coursework and unable to obtain preapproval as required above, shall be provided with the paperwork to request approval of any coursework in which they are enrolled. Said paperwork shall be submitted to site Principals or designees within thirty (30) days of their first workday. Approval of such units may be granted provided the coursework meets the criteria for salary advancement as defined in this article.

5.13.2 Credit for additional units beyond a regular credential or degree must be limited to 15 semester units in a fiscal year, July to June. Units may be accrued over more than one year. One semester unit equals a minimum of 15 hours of class time. There shall be no exception to this paragraph except in those cases where an employee requests and receives approval from the District prior to the completion of the course.

5.13.3 Types of academic courses and/or professional training that shall be considered for salary schedule column advancement credit shall meet one of the following criteria:

- Graduate level, post BA courses provided by accredited universities that may be recognized as part of an advanced degree, credential or certificate.
- Other coursework, training or conferences in person or virtual that will enhance job performance or effectiveness. Coursework, training, or conferences in this category shall demonstrate academic or professional standards through one (1) of the following: lecture/presentation, interaction with the instructor/trainer/presenter, interaction with class participants, formal assessments (i.e. chapter test, midterm, or final exam), or assignments/projects (i.e. research paper, unit plan or presentation). Lower-division courses may be considered if they enhance job performance and teacher effectiveness.

5.13.4 Beginning in 2023-2024, courses accredited by the Board of Registered Nursing that are eligible for Continuing Education Units (CEUs) shall count towards advancement on the salary schedule. One (1) CEU shall be equivalent to fifteen (15) hours of class time. CEUs earned for the purpose of maintaining a California Nursing License shall be eligible for salary advancement of two (2) CEUs maximum every two years. All pre-approved CEUs may also contribute towards the annual cap of 15 semester units for salary progression.

5.13.5 All coursework and/or professional training applied toward units for advancement must occur outside the regular workday and meet the employee's assignment or professional growth goals as approved by the site principal. Units earned through conferences, classes, workshops, and courses paid for with District funds and/or attended during contract time will not be eligible for salary advancement. University extension units based on accumulated hours of workshop/conference attendance will not be eligible for salary

advancement unless an employee receives prior approval and elects to pay additional fees for unit credit.

5.13.6 It is the responsibility of the employee to submit official sealed or official digital transcripts of courses completed for salary column advancement to the Human Resources Department by September 10 of the current fiscal year to qualify for advancement and placement on the salary schedule. The District may waive the above deadline for unusual or extenuating circumstances. If official verification of completed courses is not submitted to the Human Resources Department by September 10, it shall be the responsibility of the employee to resubmit units the following fiscal year.

ARTICLE 6

LEAVES OF ABSENCE

6.1 Leaves for Illness or Injury

Each employee will be allowed ten (10) days of absence due to accident, illness or quarantine each year, at full pay, and any days not used will be accumulated by the employee for use, if necessary, during succeeding years as accumulated sick leave. The employee must verify any absence by filing a record of absence. A request for a substitute teacher shall be submitted online prior to the absence, whenever practicable, and the District's absence form shall be submitted in advance or upon the employee's return to the work site.

After all earned sick leave days, at full pay, has been used and additional absence due to illness, accident, or quarantine is necessary, the employee shall receive differential pay for up to a total of five (5) school months.

Any employee who has unused leave of absence for illness or accident accumulated in another California school district at the time of employment by the District, shall be credited in this District with the accumulated days in accordance with law. It is the employee's responsibility to notify the District Human Resources department in writing so that necessary documents may be completed to accomplish the transfer of benefits.

Employees shall receive a copy of their accumulated sick leave at the beginning of the school year and at the end of each month.

6.2 Pregnancy/Birth Disability Leave

Each employee who is required to be absent from duties because of temporary disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, shall be entitled to a leave of absence with pay in the same manner as leaves for illness, injury, or other disability. It is not the responsibility of the employee to secure a substitute for the period of leave.

The determination of temporary disability, the length of the leave of absence, and the beginning and ending dates of the leave shall be made by the employee and the employee's physician.

Accumulated sick leave may be applied to such leave. After all accumulated sick leave is exhausted, the employee is eligible to receive differential pay for a period of up to five (5) months or for the duration of the temporary disability, whichever is less.

An employee may request additional time after temporary disability has ended and may use differential pay as provided by law.

An employee desiring a leave of absence for a period of time longer than the actual temporary disability, as determined by the employee and her physician, may request a leave of absence without pay.

6.3 New Parent Leave

An employee shall be granted three (3) days of paid leave immediately before, during, or after the birth of a child. This leave may also be taken in connection with the adoption of a child. The three (3) days of leave is non-accumulative, and it shall not exceed three (3) days in any school year. Prior notification is required.

6.4 Parental Leave

An employee may choose to take up to twelve (12) workweeks of parental leave to bond with his/her child. Such leave is available for the reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of a child by the employee.

Available and accumulated sick leave will be applied towards these twelve (12) work weeks of parental leave until all fully paid sick leave is exhausted. Thereafter, the employee may elect to receive differential pay for the balance of the bonding period or take the remaining days unpaid. Parental Leave shall run concurrently with the leave provided under the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Such leave need not be taken in one continuous period of time. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. Such leave shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee.

The employee shall notify the Human Resources department of the intent to take parental leave associated with the birth of a child as soon as practicable but, barring a medical emergency, no less than twenty (20) workdays prior to the date on which the leave is to begin. Such leave notice shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave and whether the employee intends to use available sick leave and differential pay or whether the employee intends to take unpaid leave.

6.5 Adoption Leave

An employee shall be granted three (3) days of paid leave immediately before, during, or after the birth of an adopted child and/or the date when the employee has received physical custody of an adopted child. The three (3) days of leave is non-accumulative, and it shall not exceed three (3) days in any school year. Prior notification is required.

When an employee intends to take Parental Leave associated with adoption of a child, the employee shall provide written notice to the Human Resources department of the employee's intent to pursue an adoption no less than sixty (60) calendar days prior to the beginning of the leave.

The employee shall provide reasonable updates as requested by the District regarding the anticipated arrival of the child. When the employee is informed of the date that the employee will receive physical custody of the child, the employee shall immediately notify the District of the start date of the leave.

6.6 Personal Necessity Leave

Personal necessity is defined as an activity that is unavoidable, inevitable, or indispensable, and that cannot be taken care of at any time other than during the regularly scheduled teaching day.

Employees shall not be required to secure advanced permission for leave "a-d" below; however, advanced notification is required. A request for a substitute teacher shall be made prior to the absence, and a record of absence form shall be filed prior to the absence whenever possible.

Personal necessity leave shall not be used for recreational purposes, seeking employment outside the District, or concerted activities against the District.

An employee may use not more than seven (7) days of accrued sick leave for absences due to:

a. Death or serious illness of a member of employee's immediate family. Serious illness is defined as an illness or injury that necessitates the assistance of a caregiver as determined by a licensed medical professional who has the authority to prescribe medication;

b. Accident, involving the employee's person or property, or the person or property of the employee's immediate family;

c. Appearance in court as a litigant or as a witness under an official order. A litigant is a person engaged in a lawsuit. An official order is a court summons, subpoena, or citation;

d. Illness or medical appointment for preventative care and/or diagnosis for a child, spouse, or parent of the employee.

e. Other cases of personal necessity that are considered personal and compelling (e.g. major life activities; such as: weddings, graduations, or moving a child to college) may be approved in advance by the site Principal or supervisor. If the request is denied, the employee may appeal to the Assistant Superintendent of Human Resources or designee. Should the appeal be denied by the Assistant Superintendent of Human Resources or designee, the denial can be grieved.

In the cases of hardship or when extenuating circumstances exist, by mutual agreement of the Turlock Teachers Association President and the Superintendent or his/her designee, additional days of personal necessity may be drawn from the employee's accumulated sick leave balance. Requests shall be submitted in writing to the Human Resources Department for review and approval. This type of personal necessity leave shall not exceed twenty (20) days per request. The District shall have the option to request verification. Should the request be denied by the Superintendent or designee, the denial shall not be subject to the Grievance Procedure in Article 11.

From the maximum of seven (7) days of personal necessity leave each year, employees may take four (4) days of Discretionary Leave (Advanced Notification) with prior approval from the site principal or supervisor. Employees shall make a good faith effort to not use Discretionary Leave at the start of the contractual school year, the first week of school with students, and on days when District Professional Development is scheduled. The remaining

three (3) days are to be used consistent with normal contractual reasons for personal necessity leave. The site Principal or supervisor may only deny such request if this leave will result in more than 4% of the employees of the District being granted this Discretionary Leave on the requested date(s); if a qualified substitute teacher is not available; or if school-wide testing and or in-service training is being conducted on the requested day(s) and the site Principal determines that such leave will have an adverse impact on the testing or required in-service training. This leave shall not be available during periods of work stoppages, sickouts, or other concerted activities.

Advanced notification is defined as no later than the close of business two (2) days prior to taking said leave (i.e., no later than close of business day on Tuesday when requesting leave for Friday). In the event of unusual circumstances, the Superintendent or designee may waive the restrictions for two (2) full workdays of advance notification.

6.7 Differential Pay Leave

For good reason, employees may be granted "differential pay" leaves by the District with the approval of the Superintendent (or designee) and the Association President (or designee). Employees on differential pay leave will be compensated at the differential pay rate. Denial of this leave shall not be subject to the Grievance Procedure.

6.8 Association Leave

6.8.1 The District shall grant no more than ten (10) days of Association leave to members for the purpose of professional development. The Association shall reimburse the District for the cost of the substitute for these ten (10) days. Any requests for leave after the ten (10) days, the Association agrees to pay the employee's daily rate of pay, including benefits. These ten (10) days shall not be used for any kind of concerted activities against the District.

6.8.2 The President or an elected officer shall be granted Association Leave not related to the ten (10) professional development days and shall have the option of utilizing such leave in half-day increments with non-contiguous hours if a suitable substitute is available and is willing to accept such a half-day assignment with non-contiguous hours. For example, instead of the President's or elected officer's` absence being from 8:00 a.m. until 11:00 a.m. it might be from 10:00 a.m. until 11:00 a.m. and then again from noon until 2:00 p.m. It shall be the responsibility of the President or elected officer to clarify this information to the Principal, school secretary and substitute when such an arrangement is made. The Association shall reimburse the District for the cost of the president or elected officer's daily rate of pay, including benefits. The Association and District shall establish the amount of Association leave for the President as defined through an annual MOU.

Leave may be granted to any employee designated by the president serving as a representative for bargaining unit members. The association will provide the District with a list of elected or appointed officers (local and state) annually by the first day of school. Changes to this list shall be submitted to the Human Resources department before requests are made for association leave. These changes shall not prevent association leave requests.

6.9 Leave for Study and Travel or Study Only

A leave of absence for study and travel or study only, which will benefit the school and the pupils of the District, may be granted by the Governing Board to employees who have been employed in the Turlock Unified School District for at least seven (7) consecutive years.

This leave of absence may be granted for periods of up to one (1) full year. Salaries and all other benefits, including health and welfare benefits, shall be 50% of normal salaries and benefits for that portion of the school year which is utilized for such an approved leave. (Example: A YRE employee with 178 workdays who is on such leave for 60 workdays would have his/her annual salary and health and welfare benefits reduced by 17% (60/178 X 50%) of the normal amounts.) These reductions in salaries and benefits shall be made during payroll periods which occur during the approved leave unless the District and the employee have mutually agreed to an alternate arrangement.

6.10 Leave of Absence Without Pay

Leave of absence without compensation, for a sufficient reason, may be granted to employees for a full school year or less on recommendation of the Superintendent, with Board approval.

Letters of application for leave of absence without pay must be submitted to the District Office by March 1 or October 1, preceding the year or semester of leave. Applications for leave for any health reason(s) shall be accompanied by a physician's recommendation and are not subject to the March 1 or October 1 filing date.

Employees on leave may elect to continue individual subscription to the medical, dental, vision, and prescription programs by making the payments for the premiums to the District in accordance with the accounting division's procedures for receiving such payments.

Notification of intent to return to the District shall be on file in the Superintendent's office not later than March 1, prior to the beginning of the next school year. Employees on leave for reason of health shall file a statement from a physician certifying that the employee's health will permit a return to service in the District.

A leave of absence without pay lasting more than forty-five (45) school days shall not count as a year of service in the District.

6.11 Military Leave

An employee shall be granted military leave as required by the California Education Code and the California Military and Veterans Code.

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

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

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

d. Upon request, the employee shall submit satisfactory proof that a leave of absence for illness or injury granted under this Article is used for treatment of a service-connected disability.

e. An employee employed less than five (5) days per week, shall be entitled to that proportion of ten (10) days' leave of absence for illness or injury as the number of days the individual is employed per week bears to 5.

6.12 Bereavement Leave

An employee is entitled to a leave of absence, not to exceed four (4) days, or six (6) days if out of state travel or travel beyond 300 miles (one-way) from Turlock is required, on account of the death of any member of their immediate family as defined below. This is time to mourn, make arrangements, attend services, and for other formal and/or related bereavement events. Verification may be requested for bereavement leave. Bereavement leave shall be taken in full days and shall be taken within (18) months for the 2023-2024 school year and twelve (12) months for the succeeding school years of the family members passing. Days need not be consecutive. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board of Trustees.

Employees may be provided with two (2) days maximum of bereavement leave for a former spouse/domestic partner with whom the employee shares biological or legally adopted children. Prior approval shall be required by a Human Resources administrator. Verification for this leave may be requested (e.g., obituary etc.).

Members of the immediate family are:

a. The spouse or domestic partner of employee
b. The mother, father, step-mother, step-father, grandmother, grandfather, or a grandchild of the employee or the spouse/domestic partner of the employee, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, half-brother, brother-in-law, sister, step-sister, half-sister, sister-in-law of the employee, spouse or domestic partner
c. Any person living in the immediate household of the employee
d. Any foster child or foster parent of the employee if such relationship was established through legal foster placement.

6.13 Reproductive Loss Leave

Certificated employees shall be entitled to take leave for a reproductive loss event as defined in Section 12945.6 of the Government Code.

Employees shall be eligible to take up to five (5) days of leave for a reproductive loss. Accumulated sick leave and compensatory time off may be utilized for such leave. After all accumulated sick leave is exhausted, employees may request a leave of absence without compensation.

Reproductive Loss Leave need not be taken immediately or consecutively but must be taken within three (3) months from the loss event.

Employees will be entitled to take up to twenty (20) days within a 12-month period if they experience more than one (1) reproductive loss.

Verification (e.g., doctor's note) may be requested for Reproductive Loss Leave.

6.14 Industrial Accident Leave

Each certificated employee shall be eligible for industrial accident and illness leaves of absence.

Such accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or the Industrial Accident Commission.

Employees shall notify the District Human Resources department within twenty-four (24) hours when an injury or illness occurs arising out of and in the course of employment.

Allowable leave for each accident or illness shall be for a period of not more than sixty (60) days. Such leave shall not be accumulative from year-to-year.

Industrial accident or illness leave shall commence on the first day of absence.

Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due employee for the same illness or injury.

The leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability indemnity award.

During any paid leave of absence, the employee shall be paid the salary due the employee for any month in which the absence occurs.

While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate salary warrants and shall deduct from their normal retirement and other authorized deductions.

Upon termination of the leave, the employee shall be entitled to the benefits provided for sick leave by law, and employee absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, the employee may elect to take as much of the employee's accumulated sick leave which, when added to the employee's temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary.

Any employee receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Board authorizes travel outside the State.

6.15 Jury Duty Leave

Employees shall be granted leaves of absence with pay for jury duty.

An employee called for jury duty shall notify the school secretary or supervisor immediately upon receipt of the jury summons.

Notification of return to work shall be made just as soon as the information is available to the employees.

Juror's fees, exclusive of mileage, received by the employee shall be deposited to the credit of the District.

6.16 Catastrophic Leave

6.16.1 Purpose: A Catastrophic Leave Program will be provided for the benefit of employees of the Turlock Unified School District. If an employee or a member of the employee's family suffers from a catastrophic illness or injury, and he/she has exhausted all leave entitlements, the employee may request eligible leave to be donated from other employees. The term "employee" for the purpose of this article is defined as employees covered under the Turlock Teachers Association collective bargaining agreement.

6.16.2 Catastrophic Leave Committee: The Catastrophic Leave Committee shall administer the Catastrophic Leave Program. The Committee will be established on an annual basis at the conclusion of each school year for the following year and composed of two (2) representatives of the Turlock Teachers Association appointed by the President of the union, two (2) members appointed by the Superintendent or designee, and one (1) classified employee of the District Human Resources department.

6.16.3 The Catastrophic Leave Committee will determine the eligibility of such leave requests on a case-by-case basis.

6.16.4 Definitions: For the purpose of administering Catastrophic Leave, the following definitions shall apply:

a. Catastrophic Illness or Injury: As defined by Education Code section 44043.5(a)(1) "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and such incapacity requires the employee to take time off from work for an extended period of time for that family member, and taking extended time off 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.

b. Family Member: For purposes of this policy, a family member is defined as a spouse/domestic partner, child or step-child, legally adopted child, foster child if such physical placement of the child in the foster home was made by legal foster placement, 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 Committee will give consideration to special circumstances.

c. Leave Eligible for Donation: Eligible leave is earned sick leave accrued by the donating employee.

d. Donation of Days: Employees may donate one (1) or two (2) full days of earned sick leave per request to other employees. The cumulative total of donated days from all donors shall not exceed thirty (30) days per request.

e. Exhaustion of Leave Entitlement: The employee has exhausted all paid leave entitlement when all accrued paid leave, and fifteen(15) days of differential pay leave has been used for employee injury or illness.

6.16.5 Procedure:

a. The employee who is suffering from a catastrophic illness or injury shall submit a written request for leave donation to the Turlock Teachers Association President. The employee must have exhausted all entitlement to paid leave as defined in this Article, to be eligible for 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. Information of financial hardship must also be submitted.

b. An employee whose family member is suffering from a catastrophic illness or injury shall submit a written request for use of their sick leave and/or 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. Reasons requiring the presence of an employee to care for a family member and information of financial hardship must also be submitted.

c. The President of the Turlock Teachers Association will notify and provide a copy of the catastrophic leave request to the Assistant Superintendent of Human Resources, who will request a meeting of the Catastrophic Leave Committee.

d. Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee and shall be final and irrevocable upon acceptance and approval by the Board of Trustees. When provided with necessary information pertaining to an extenuating circumstance, by majority vote, the Committee may waive the fifteen (15) day requirement. The Committee's decision shall be final and shall not be subject to the Grievance Procedure in Article 11.

6.16.6 Upon approval of the request for catastrophic leave by the Board, the Turlock Teachers Association President, or his/her designee, will send a written notification seeking leave donations, via email or District mail, to members of the Turlock Teachers Association. Sick leave donations shall be made on a form developed by the Turlock Teachers Association and District. The leave donations must be submitted to the Turlock Teachers Association President within ten (10) work days from the date of the notification seeking leave donations.

6.16.7 The Turlock Teachers Association President will provide the leave donation forms to the Assistant Superintendent of Human Resources and/or his/her designee. The District Human Resources department, in conjunction with the Payroll department, will administer the distribution of the donated sick leave. Donations shall be distributed by chronological date of donation. Donated sick leave not utilized by the recipient, prior to his/her return to work, shall be returned to the donor.

6.16.8 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.

6.17 Pre-Retirement Reduction of Workload

The District shall implement and make available to employees the provisions of Education Code Sections 22713 and 44922 under the following terms and conditions:

6.17.1 The employee shall have reached the age of fifty-five (55) prior to reduction in workload and shall meet all other requirements as determined by the State Teachers Retirement System. The Assistant Superintendent of Human Resources shall verify the employee's eligibility with the administrative staff of the State Teachers Retirement System.

6.17.2 The employee shall have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

6.17.3 During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbaticals and other approved leaves of absence, shall not be used in computing the five-year full-time service requirement.

6.17.4 The option of part-time employment shall be exercised at the request of the employee when requested in writing no later than March 15 of the school year prior to the first year of participation and can be revoked only with the mutual consent of the employer and the employee. However, the District agrees to allow an employee to revoke such participation for the second school year of participation if the employee submits such a request in writing to the Assistant Superintendent of Human Resources no later than March 15 of the first school year of participation.

6.17.5 The employee shall be paid a salary which is the pro-rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.

6.17.6 The employee shall receive health benefits as provided in Section 53201 of the Government code in the same manner as a full-time employee. The employee shall contribute to the State Teachers Retirement System the amount which would have been contributed had the employee been employed full-time. The District shall also contribute to the State Teachers Retirement System an amount based upon the salary that would have been paid to the employee for full-time service. Unless otherwise mutually agreed between the District and the employee, the employee shall be paid in twelve (12) pro-rata payments.

6.17.7 The employee shall work full time starting on the first day of the contracted school year and shall continue to work full time until she or he has consecutively

completed one-half of the number of contracted days (currently a minimum of 91.5 days) for the school year, except those teachers on an early Year Round track shall continue to work full time through and including the last school day in December. By mutual consent of the District and the employee, he or she may continue to work full time until a later date. The employee shall then remain on full-time leave of absence through the remainder of the school year. Employees who do not work at least one-half of the contracted school year, as described above, will have service credit calculated based on actual time worked.

6.17.8 The employee shall only be entitled to a single one-time participation in this reduction of workload program. The period of this part-time employment shall be for a maximum of five (5) consecutive school years.

6.17.9 The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. This subdivision shall not apply to any employee subject to Education Code Section 22724.

6.17.10 Initial requests for participation must be submitted in writing by the employee to the Assistant Superintendent of Human Resources no later than March 15 of the school year immediately prior to the first year of participation.

6.18 Employees shall be eligible for exchange days subject to the following conditions:

6.18.1 Employees must apply to the site administrator or supervisor one (1) week prior to the desired exchange. The request shall contain both unit members' signatures.

6.18.2 The site administrator/supervisor's decision is final.

ARTICLE 7

TRANSFER, ASSIGNMENT AND REASSIGNMENT

Transfers and reassignments may be initiated by either the District or the employee. Vacancies shall be posted on-line and at school sites. The District shall have the final decision in determining transfers, assignments and reassignments, except as required by law or the specific provisions of this Article. Such decisions shall not be arbitrary or capricious. When the District has the foreknowledge of the need for involuntary transfer(s) or reassignment(s) that will commence at the start of the following school year, the District shall notify affected teachers as soon as reasonably possible.

The District reserves the right to first fill a vacant position with an involuntary transfer as per Article 7.2.1, and then shall fill vacant positions according to Article 7.3.3.

TRANSFER is defined as the movement of an employee from one (1) school/site to another. (Example: An employee is transferred from Brown School to Osborn School.)

VOLUNTARY TRANSFER is defined as movement initiated by the employee.

INVOLUNTARY TRANSFER is defined as movement initiated by the District.

TEMPORARY TRANSFER is defined as movement initiated by the employee or the District that has a specified beginning and ending date.

ASSIGNMENT is defined as the specific grade level, department, other specified certificated duty and/or YRE Track for an employee. (Examples: Third grade teaching assignment, History teaching assignment, school nurse assignment and Yellow YRE Track assignment.)

REASSIGNMENT is defined as the change from one (1) assignment to another. (Examples: A teacher is reassigned from a second grade class to a third grade class or a teacher is reassigned from a Blue Track to a Green Track.) This definition does not apply to alternating "a.m./p.m." Kindergarten teachers.

VOLUNTARY REASSIGNMENT is defined as a change initiated by the employee.

INVOLUNTARY REASSIGNMENT is defined as a change initiated by the District.

TEMPORARY REASSIGNMENT is defined as a change initiated by the employee or the District that has a specified beginning and ending date.

SENIORITY is defined as the date of first rendered paid service and subsequent continuous service of the employee with the Turlock Unified School District or in the former Turlock Joint Elementary School District or the Turlock Joint Union High School District.

VACANCY is defined as a paid position posted on the District's online application system.

7.1. Voluntary Transfers

7.1.1 Vacant positions will be posted on the District's online application system. The Current Certificated Vacancy form will also be posted at school sites and concurrently emailed to all certificated employees with the Request for Transfer form attached. The signed Request for Transfer form must be returned to the Human Resources Office by the closing date for the position as posted on the District's on-line application system.

7.1.2 Transfer of a certificated employee shall be considered only when the position requested is vacant.

7.1.3 Current employees are guaranteed a minimum of five (5) days from the posting date to submit the Request for Transfer form to the Human Resources Office before any vacancy can be filled. If the application deadline date on the District's on-line application system extends beyond those five (5) days, current employees may still submit the Request for Transfer form for that position.

7.1.4 The District will consider requests for transfer if the requesting employee possesses the appropriate credential, training, experience and abilities for the vacant position. For each position, applicants who are selected for an interview, including transfer requests, shall be afforded the same interview process. The District shall have sole discretion to approve requests for voluntary transfers, without an interview, if there are no other candidates for the position and the employee possesses the appropriate credential, training, experience, abilities, and satisfactory evaluations.

7.1.5 When considering voluntary transfers for a coming school year, the District shall offer an interview to employees who were either involuntarily reassigned or involuntarily transferred for the current school year. The interview shall be for positions the employee has requested a transfer to and for which they are qualified. It shall be the obligation of the employee to submit a Request for Transfer form to the Human Resources Office. The District shall have sole discretion to approve requests for voluntary transfers, without an interview, if there are no other candidates for the position and the employee possesses the appropriate credential, training, experience, abilities, and satisfactory evaluations.

7.1.6 In instances where an employee accepts a temporary transfer, the District shall agree in writing to return the employee to the previous assignment at the conclusion of the duration of the transfer, providing the vacancy exists. The affected employee shall make the request in writing on the district-provided form at the time of the reassignment.

7.1.7 Transfer decisions shall be based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for transfer and any personal hardships of affected employees. When the qualifications, professional experience, and skills of two or more affected employees are deemed by the District to be equal, the District shall make a selection based on District seniority of those being considered for such a transfer.

7.1.8 If requested, the employee shall be given the reason for the denial of the voluntary transfer in writing and/or be able to request to meet with the Superintendent or designee regarding the reasons for the denial.

7.1.9 The District shall have the discretion to designate vacant positions that occur after the start of the school year as temporary or permanent Full Time Equivalent (FTE) for the site. Positions designated as permanent, shall be made available to tenured employees. Positions filled by external candidates shall be designated as temporary. Hard-to-fill positions like SLP (Speech Therapist), School Nurse, Special Education, Math, Science and Music may be designated as permanent after consulting with TTA. Positions that apply to this section shall be posted simultaneously for internal and external candidates for a minimum of five (5) days. District employees who are selected for voluntary transfers shall at the discretion of the Human Resources Department remain at their sites until suitable replacements are hired and placed.

7.2. Involuntary Transfers

7.2.1 Reasons for an Involuntary Transfer include:

Educational needs of the District;
Balancing the staff of a school or department;
Changes in enrollment;
Placement of personnel returning from leaves;
Opening and closing of schools; or
Reduction or elimination of staffing or programs.

7.2.2 If requested, the employee shall be given the reason for the transfer in writing and/or be able to request to meet with the Superintendent or designee regarding the reasons for the transfer.

7.2.3 Employees who are to be involuntarily transferred shall have the right to indicate a preference of assignment, if more than one (1) transfer option is available.

7.2.4 No employee may be transferred as a means to punish.

7.2.5 When involuntary transfers are required because of changes in enrollment, the District will consider voluntary transfers first. The District is not obligated to accept the request by a volunteer who does not meet the educational needs of the District.

7.2.6 Involuntary transfer decisions will be based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for involuntary transfer and any personal hardships of affected employees. When the qualifications, professional experience, and skills of two or more affected employees are deemed by the District to be equal, the District shall make a selection based on District and/or site seniority of those being considered.

7.2.7 The District will consult with Grade 7-12 Department Chairpersons and the affected employee prior to the involuntary transfer.

7.2.8 In instances where an employee is involuntarily transferred, the District shall agree in writing to return the employee to the previous assignment, provided a vacancy exists, at the beginning of the year immediately following the duration of the transfer. In cases where the involuntary transfer has occurred to balance staff within a school or department, the employee may return to the previous assignment at the end of a two (2)-year term, provided a vacancy exists. The affected employee shall make this request in writing on the district-provided form at the time of the involuntary transfer.

7.2.9 When considering employee-initiated transfers for a coming school year, the District shall offer an interview to employees who were either involuntarily reassigned or involuntarily transferred for the current school year. The interview shall be for positions the employee has requested a transfer to and for which they are qualified. It shall be the obligation of the employee to submit a Request for Transfer form to the Human Resources Office. The District shall have sole discretion to approve requests for employee-initiated transfers without an interview, if there are no other candidates for the position and the employee possesses the appropriate credential, training, experience, abilities, and satisfactory evaluations.

7.2.10 An employee who has been involuntarily transferred prior to the contractual year shall have for preparation two (2) days, at the hourly rate, before assuming the new assignment.

7.2.11 An employee who has been involuntarily transferred during the contractual year, shall have for preparation two (2) teaching days, at full salary or two (2) non-teaching days at the hourly rate before assuming the new assignment.

7.2.12 An employee returning from an involuntary transfer will not be considered for another involuntary transfer for a minimum of five (5) years.

7.3. Assignments and Reassignments

7.3.1 The District shall only assign or reassign employees within their credential authorizations except as otherwise allowed by law.

7.3.2 The District will consult with grade 7–12 Department Chairpersons and the affected employee prior to the reassignment.

7.3.3 The site principal shall notify all site employees in writing of any vacant positions in a timely and equitable manner. Site employees who are interested in a reassignment shall notify the site Principal in writing within three (3) days of receipt of written notice. School site vacancies shall first be open to employees currently working at the particular school site where the vacancy has become available. After any and all reassignments have been made from within the school site, remaining vacancies will be posted on the District's online application system.

Positions becoming vacant outside of the contractual year shall not follow the three (3) day internal waiting period. The vacancy shall be simultaneously communicated to employees and posted on the District's online application

system. Employees interested in such vacancies may still be considered, but will need to complete the request to transfer form.

7.3.4 The District may involuntarily reassign employees for any of the following reasons:

Educational needs of the District;
Balancing the staff of a school or department;
Changes in enrollment;
Placement of personnel returning from leaves;
Opening and closing of schools; or
Reduction or elimination of staffing or programs.

7.3.5 No employee may be involuntarily reassigned as a means to punish.

7.3.6 Involuntary and voluntary reassignments shall be made based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for involuntary and voluntary reassignments and any personal hardships of affected employees. When the qualifications, professional experience, and skills of two or more affected employees are deemed by the District to be equal, the District shall make a selection based on District and/or site seniority of those being considered.

7.3.7 In instances where an employee is involuntarily reassigned, the District shall agree in writing to return the employee to the previous assignment, provided the assignment is vacant at the beginning of the year immediately following their initial reassignment. In cases where the involuntary reassignment occurred to balance staff within a school or department, the employee may return to the previous assignment at the end of a two (2)-year term, provided the assignment is vacant. The affected employee shall make this request in writing on the district provided form at the time of the reassignment.

7.3.8 An employee who is involuntarily reassigned to a different track shall be given first consideration for subsequent vacancies on the previous track.

7.3.9 The Principal will attempt to honor the requests of employees for assignments and reassignments if the requesting employee possesses the appropriate credential, training, experience and abilities for the indicated position. However, the final decision with respect to assignment and reassignment is solely within the discretion of the District.

7.3.10 An employee who has been involuntarily reassigned five (5) days prior to the contractual year shall have for preparation two (2) days, at the hourly rate, before assuming the new assignment.

7.3.11 An employee who has been involuntarily reassigned during the contractual year shall have for preparation two (2) teaching days, at full salary, or two (2) non-teaching days at the hourly rate, before assuming the new assignment.

7.3.12 An employee who has been involuntarily reassigned within a department during the contractual year shall have for preparation 3.5 teaching hours (a half-day), at full salary, or three and a half (3.5) hours at the hourly rate for each new course.

7.3.13 The District shall make a reasonable effort to limit the number of different course offerings assigned to grade 7–12 teachers during a school year.

7.4. Involuntary On-Site Relocation

7.4.1 The District may involuntarily relocate employees from one classroom or building to another classroom or building at the same work site.

7.4.2 No employee may be relocated as a means to punish.

7.4.3 An employee who has been involuntarily relocated to another classroom or building on the same site, prior to the contractual year, shall have for preparation one (1) day, at the hourly rate, before assuming the new assignment.

7.4.4 An employee who has been involuntarily relocated to another classroom or building on the same site, during the contractual year, shall have for preparation one (1) teaching day at full salary, or one (1) non-teaching day, at the hourly rate, before assuming the new assignment.

7.5 Opening or Closing of Schools

In the event that the District determines to open a new school or close an existing school, the District shall reasonably notify the Association of the pending District action and provide the Association with an opportunity to address the impact of such action upon the certificated unit as it relates to the collective bargaining agreement or other mandatory subjects of bargaining.

ARTICLE 8

CLASS SIZE

8.1 The District shall make a good faith effort to maintain the following classroom teacher student enrollment ratios:

- **TK:** Per Education Code (EC) Section 48000(g) the average transitional kindergarten (TK) class enrollment of not more than 24 students for each school site with a 1 to 10 adult-to-student ratio.
- **K-3:** 1:24
- **4-6:** 1:32
- **7-12 Core Subjects:** 1:32
    - Core subjects include: English Language Arts, Spanish Language Arts, Math, Science (including AG Sciences), and Social Science.
- **TK-12 Special Education:** Stanislaus SELPA Program Standards (Including Designated Instructional Services)

Any student receiving specialized academic instruction who is placed in general education classroom for any portion of the instructional day shall be included as a member of that classroom in a good faith effort to maintain the teacher-student enrollment ratios noted above.

A reasonable effort shall be made by administration and/or counselors to balance all class sizes within a grade level or department. Balancing may occur in consultation with teachers.

8.2 If a classroom teacher's assignment exceeds the following thresholds for more than five (5) consecutive student attendance days, the teacher may request a meeting with the site principal to review concerns and challenges:

- Grades K-3: More than twenty-five (25) students.
- Grades 4-6: More than thirty-three (33) students, or more than twenty-eight (28) students in a combination class.
- Grades 7-12 Core Subjects: Class average exceeds thirty-three (33) students.

If the site principal and teacher are unable to find a solution addressing the concerns and challenges of the impacted teacher(s), an Association representative, the principal, and an administrative designee shall work together to address the concerns as presented and determine a support plan (which may include additional supervision) within ten (10) days after the initial attempt. The support plan will be sent in writing to the Superintendent within five (5) student attendance days. The Superintendent's decision shall be final. Any meetings related to this article shall not occur during instructional time and shall be in person unless by mutual agreement.

8.3 In determining (7-12) class sizes, the District will take into account the following variables:

1. Nature of the subject taught
2. Teaching/learning methods employed
3. The organization of instruction
4. Overall balance within a department, course, or period of instruction
5. Number of available seats/stations

ARTICLE 9

EVALUATION

The primary purpose of the evaluation is to facilitate the professional growth of the employees in order to provide the finest possible educational opportunities for students. This is best accomplished when the evaluation is a continuing, cooperative, professional process between employees and evaluators.

The District retains the sole responsibility for the evaluation and assessment of the job performance of each employee and, except as required by law or by specific provisions of this Agreement, shall have the final decision in evaluating and assessing the performance of individual employees.

The evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis.

9.1 Evaluation Classifications

9.1.1 Probationary Employees: A written evaluation of the employee's overall performance shall be completed at least once each school year for probationary employees including interns, temporary teachers and/or emergency credential holders until permanency is granted.

9.1.2 Permanent Employees: A written evaluation of the employee's overall performance shall be completed at least every other year for permanent employees.

9.1.3 Five Year Cycles: An employee with permanent status, who has been employed at least ten (10) years with the school district, and whose previous evaluations were rated satisfactory may mutually agree to an evaluation being completed at least every five (5) years (e.g. an employee evaluated in the Spring of 2020 would be evaluated again by the end of the 2024-2025 school year). The certificated employee or the evaluator may withdraw consent at any time E.C. 44664 (3). This agreement shall be documented on the evaluation form found in the appendices.

9.2 Evaluation Measures

The evaluation and assessment of the overall performance and competence of teaching employees shall include the findings of a documented classroom observation(s) conducted by the evaluator(s) unless due to the unavailability of the employee. The evaluation document should include but not be limited to:

a. Description of the employee's assignment;

b. Instructional techniques and strategies used by the employee;

c. Employee's adherence to the curricular objectives;

d. Maintenance of a suitable learning environment within the scope of the employee's responsibility;

e. Adherence to the California State Standards for the Teaching Profession (CSTP), (revised 2024);

f. Involvement(s) on site-based committees or with activities, (e.g. Leadership, Red Ribbon Week, Go Green Week, etc.).

g. Commendations and recommendations

9.3 Initial Evaluation Meeting:

9.3.1 By the 20th day of the employee's school year, notification will be given to those employees to be evaluated.

9.3.1.1 Notification timelines will be adjusted accordingly when employees are not present at the start of the new school year due to an approved leave of absence or their assignment began after the start of the school year.

9.3.1.2 If a permanent employee is scheduled to be evaluated during a specific school year, but is granted a leave of absence for ninety (90) days or more, the site administrator shall have discretion to schedule the evaluation during the succeeding school year. The evaluation timeline shall be adjusted accordingly and the employee will be notified.

9.3.2 A meeting between the evaluator and the employee will be held within the first thirty (30) days of the employee's school year. The completion of the Certificated Evaluation Process Timeline Form (Appendix B) may be completed during this meeting. Meeting timelines will be adjusted accordingly when employees are not present at the start of the new school year due to an approved leave of absence or their assignment began after the start of the school year. At this meeting, the evaluator and employee shall reach mutual agreement upon the method of evaluation.

9.3.2.1 Employees in permanent status who have demonstrated satisfactory performance shall have the option of one (1) documented formal observation or a series of informal observation(s). With the consent of the teacher and the evaluator, informal observation(s) alone will suffice. If agreement is not reached, one (1) formal observation shall be utilized for the evaluation.

9.3.2.2 All employees in permanent status whose most recent observation and/or evaluation were not satisfactory shall have one (1) documented formal observation. Additional observations may be conducted as determined by the evaluator.

9.3.2.3 All employees with probationary or temporary status shall have two (2) scheduled documented formal observations. Additional observations may be conducted as determined by the evaluator. This section shall not apply to permanent employees of the District who are placed in temporary positions (e.g. Intervention Positions, Art, Music Teachers, etc.). The first observation shall be completed before the end of December unless the employee has started their assignment after the start of the school year. In

this instance, the first observation date shall be determined by the evaluator.

9.3.2.4 Non-teaching employees shall be evaluated through the informal observation process.

9.3.3 The evaluator and employee shall also reach mutual agreement on the following:

9.3.3.1 The employee's overall duties and responsibilities upon which focus will be given for professional growth and improvement;

9.3.3.2 The types of assessment that may be utilized to measure student growth (if in a teaching assignment).

9.3.3.3 Possible optional and creative methods which employee and evaluator may wish to incorporate into the evaluation such as self-evaluation, peer evaluation, etc. Such optional methods should only be utilized with mutual consent of both parties.

9.3.3.4 The Pre-Observation Conference Form for Formal Observation (Appendix B) may be completed by the employee prior to the observation upon request from the evaluator.

9.4 Observation Procedures

9.4.1 Evaluations will be based on observations made in the employee's primary working environment. Observation(s) is/are completed by either a series of unscheduled (informal) drop-in visits or by one (1) scheduled (formal) observation for the major portion of an entire period of instruction or equivalent duration.

9.4.2 If requested, by either the employee or the evaluator, a scheduled observation shall be preceded by a pre-observation conference where the employee and evaluator will discuss the objectives, strategies and expected outcomes of the observation. The employee or evaluator shall request this conference at least three (3) working days prior to the observation.

9.4.3 A post observation conference shall normally be held not more than ten (10) working days after the observation. When practicable, the evaluator should provide the employee with a draft copy of the observation prior to this conference. Mutual review of this draft provides an additional opportunity to ensure an accurate, comprehensive, and meaningful evaluation. If the conference is not held within ten (10) working days due to the unavailability of either the evaluator or employee, the employee has the option of accepting the observation as written or nullifying the observation and requesting a new observation. By mutual agreement the employee and evaluator may agree to extend the ten (10) day timeline.

9.4.4 If after discussing the observation with the employee, the evaluator determines that there is inaccurate information included in the report, the evaluator shall revise the report. After receiving the observation report, the employee may submit a written response to be included with the revised report.

9.4.5 If a teaching employee receives an unsatisfactory observation, the employee shall be given specific written recommendations to help improve his/her performance. The employee shall have the right to an additional observation in a different subject, class, or period which they are currently assigned to teach. A request can be made for an additional observation of the employee's choice and/or an observation by a concurrent evaluator. Additional observations may occur on an as-needed basis, as determined by the evaluator. Unsatisfactory observations with performance areas needing improvement may result in an unsatisfactory summative evaluation.

9.4.6 If a non-teaching employee receives an unsatisfactory observation, the employee shall be given specific written recommendations to help improve his/her performance. The employee shall have the right to an additional observation in another job responsibility of the employee's choice and/or an observation by a concurrent evaluator. Additional observations may occur on an as-needed basis, as determined by the evaluator. Unsatisfactory observations with performance areas needing improvement may result in an unsatisfactory summative evaluation.

9.5 Summative Evaluation Procedures

9.5.1 Pursuant to Education Code Section 44663, the written summative evaluation must be transmitted to the certificated employee no later than thirty (30) calendar days before the last school day and the final conference must be conducted before the last day of school. The results of documented observation(s) shall be reflected in the evaluation of the employee. The employee shall have the right to representation during the evaluation conference.

a. One (1) Area of Concern performance rating in any of the six (6) California Standards for the Teaching Profession (CSTP) will result in a Satisfactory summative evaluation performance rating.

b. An Area of Concern performance rating in two (2) to four (4) of the six (6) California Standards for the Teaching Profession (CSTP) will result in an Area of Concern summative evaluation performance rating.

c. An Area of Concern performance rating in five (5) to six (6) of the California Standards for the Teaching Profession (CSTP) will result in an Unsatisfactory summative evaluation performance rating.

d. An unsatisfactory performance rating in any of the six (6) California Standards for the Teaching Profession (CSTP) will result in an Unsatisfactory summative evaluation performance rating.

9.5.2 The employee shall have up to thirty (30) working days to submit a written response to the written summative evaluation report to become part of that observation or evaluation. The signature of the employee acknowledges receipt, but does not necessarily indicate agreement.

9.5.3 An employee who is assigned to more than one (1) school site shall be evaluated at only a single site with input from their other site(s). However, if the employee

receives an unsatisfactory evaluation, the District may require an additional evaluation at a second school site.

9.5.4 A permanent employee who receives an unsatisfactory summative evaluation shall be evaluated the following school year. Following the first unsatisfactory summative evaluation, recommendations for improvement shall be implemented from the date of the evaluation meeting through the following school year. Recommendations for support will be provided by the District and shall be documented in the Support Plan (See Appendix B). Supports shall include but are not limited to professional development, conference attendance, teacher observation, and/or professional readings at the cost of the District upon mutual agreement.

9.6 Employee Improvement Plan (EIP)

9.6.1 Once an employee receives two (2) consecutive years of unsatisfactory summative evaluations, the employee shall be required to participate in the Employee Improvement Plan (EIP), the following school year. The purpose of this plan is to provide collaborative support for employee growth in the area(s) of need in accordance with the unsatisfactory summative evaluation. The employee shall have the right to representation during the evaluation conference.

9.6.2 Timelines for EIP

a. Upon receipt of the second consecutive unsatisfactory evaluation, the employee shall be notified of their participation in the EIP. The EIP shall list the area of improvement as noted in the summative evaluation.

b. Within thirty (30) days prior to the last day of the school year, the EIP team will meet to select a consulting teacher. The team shall include the participant's site administrator (evaluator), the employee, and one (1) member appointed by the Association or chosen by the employee. The name and details of the participant's evaluation and EIP plan are to be kept confidential.

c. Within the first twenty (20) days of the following school year, the participant and consulting teacher shall create an action plan which includes two (2) observations and improvement goals. The first observation shall be completed before the end of December, and the post conference shall be held not more than ten (10) working days after the observation.

9.6.3 This action plan shall be presented to the participant's evaluator during the initial evaluation meeting. Upon mutual agreement of the plan, the evaluator shall facilitate opportunities for professional growth as defined and shall take into consideration any associated costs.

9.6.4 The consulting teacher shall be present at all meetings between the employee and administration throughout the observation and evaluation process. The consulting teacher shall have the option of being present during the observation(s).

9.6.5 The insight gained by the consulting teacher, from attending the observation(s) shall be used in discussions with the employee to improve the employee's teaching practices, identify strengths, and to provide specific feedback/support. None of the notes, perspective, or conversational points from the consulting teacher shall be included in the summative evaluation.

9.6.6 If during the first year with the consulting teacher:

a. The employee receives a satisfactory summative evaluation, the consulting teacher will no longer be utilized. The employee will be evaluated by an administrator the following school year.

b. The first observation results in satisfactory performance, the current action plan shall continue as written.

c. The first observation results in unsatisfactory performance, the EIP team shall reconvene to revise the initial action plan.

d. The employee receives a satisfactory and unsatisfactory observation which results in an overall unsatisfactory summative evaluation, the team shall reconvene, and the employee shall enter into year two with the EIP.

e. The employee receives two (2) unsatisfactory observations, resulting in an overall unsatisfactory summative evaluation, the District has the discretion to initiate disciplinary action.

9.67 If, during the second year with the consulting teacher:

a. The employee receives a satisfactory summative evaluation, the consulting teacher will no longer be utilized. The employee will be evaluated by an administrator the following school year.

b. The first observation results in satisfactory performance, the current action plan shall continue as written.

c. The first observation results in unsatisfactory performance, the EIP team shall reconvene to revise the initial action plan and/or the District has the discretion to initiate disciplinary action.

d. Receives a satisfactory and unsatisfactory observation which results in an overall unsatisfactory summative evaluation, the District has the discretion to move for dismissal.

9.6.8 Consulting Teacher Provisions

9.6.8.1 A consulting teacher would be recommended by the EIP team based on their demonstration with subject matter competence, effective teaching strategies, and who has at least five (5) years of classroom experience. Non-teaching employees shall be recommended based on subject matter competency and experience. Additional consideration will be given to

employees who have been in the District for ten (10) years and are currently on a 5-year evaluation cycle.

9.6.8.2 If the consulting teacher and the participating teacher are not a successful match or the initial recommended mentor is unwilling or unable, the team will reconvene prior to September 30, to select a different employee to continue support.

9.6.8.3 A consulting teacher shall receive a stipend according to the Special Assignments-Stipends schedule in the Appendix A and shall have up to four (4) paid days of release time during the school year to provide instructional support(s). Release days may be taken in half-day increments. Consulting teachers who do not fulfill a full year of support shall receive a prorated stipend. Teachers may use designated prep time to fill the roles and responsibilities of being a consulting teacher but shall not accrue in-lieu compensation.

ARTICLE 10

SAFETY CONDITIONS

10.1 Safe Working Conditions

The District will continue its efforts to provide safe employment conditions. Within the first thirty (30) days of the school year, the District shall make accessible, at each school site, a written copy of the District's policies on safety procedures and student discipline, including the rights of suspended students.

10.1.1 Unsafe Working Conditions

Any employee who observes working conditions which the employee believes to be unsafe shall report such condition(s), including the reasons for believing it to be unsafe, to the employee's supervisor. If requested, the employee shall be given a written response within five (5) working days explaining how the concern will be addressed.

10.1.2 Student Threat

Pursuant to Education Code section 49079, the District shall notify the teacher of any student who has engaged in, or is reasonably suspected to have engaged in, any of the acts that are grounds for suspension and/or expulsion (except for possession or use of tobacco products) under Education Code sections 48900, 48900.2, 48900.3, 48900.4, 48900.7. The District shall provide the information to the teacher based upon records maintained by the District in its ordinary course of business, or received from a law enforcement agency or previous school district, regarding a student described herein. The information provided shall be from the previous three (3) school years and shall be received and held in confidence by the employee.

10.1.3 Assault

Employees shall report cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor as soon as possible. It is the duty of the employee and the supervisor who has knowledge of the incident to promptly report the matter to law enforcement. The District shall take reasonable measures to support the employee with a positive and safe working environment. The District has no control over law enforcement's response to the report of the incident. Incidents in which an employee has been assaulted or been physically harmed by a student shall be documented and the student may or may not be returned to the employee's class as determined through the disciplinary and/or IEP process.

10.2 Damages to Personal Property

The District will provide for the payment of the cost of replacing or repairing property of an employee which is worn or carried by the employee such as eyeglasses, hearing aids, dentures, watches or articles of clothing when such items are damaged as a result of act committed by another party while the employee is on duty.

The District shall be responsible for losses or damages to personal instructional items, such as tape recorders or other teaching aids, when the employee has requested in writing and is granted its use by the building Principal or his assistant prior to its use in school. The District will not assume that portion of losses covered by private insurance carriers.

The employee must report his losses or damages to the administrator or immediate supervisor as soon as possible following the occurrence.

An employee whose person or property is injured or damaged by the willful misconduct of a pupil may request the school District to pursue legal action as stipulated by law.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 *Definitions:*

11.1.1 A "grievance" is a claim by a bargaining unit employee(s) or Association that the District has violated, misinterpreted, or misapplied an express provision of the Agreement in a manner which adversely affects the bargaining unit employee(s).

11.1.2 A "grievant" is the person or entity identified in section 11.1.1 above who files a grievance in accordance with this Article, claiming a violation, misrepresentation, or misapplication of expressed provisions of the Agreement.

11.1.3 A "day" is a work day in which the central administrative office of the District is open for business, excluding Thanksgiving, Winter, and Spring breaks.

11.1.4 An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving employee.

11.2 *Purpose:*

11.2.1 The purpose of this process is to attain a fair resolution to a grievance at the lowest administrative level possible. It is mutually acknowledged that these proceedings will maintain an informal and confidential nature tailored to the appropriateness of each stage.

11.2.2 Given the crucial need for a timely resolution of grievances, it is essential to observe the established timelines at each level. Both parties are encouraged to give priority to the process for a timely resolution.

11.3 *Procedure:*

11.3.1. Level One

11.3.1.1 The grievant or Association shall meet with the immediate supervisor and attempt to resolve the grievance informally. The request for this meeting shall be in writing and made within fifteen (15) days after the occurrence of the act or condition giving rise to the grievance. The immediate supervisor shall schedule the requested meeting to be held within five (5) days of the receipt of the request.

11.3.1.2 If either the grievant/Association or the immediate supervisor are unable to resolve the grievance informally at the conclusion of the first meeting, the parties, by mutual agreement, may schedule an additional informal Level One meeting. This additional meeting serves to provide additional time needed to research or otherwise collect pertinent information which may be helpful in settling the grievance at Level One. This meeting shall be scheduled to be held within five (5) days of the original Level One meeting.

11.3.1.3 If the grievance is not settled at the conclusion of the first meeting (only if 11.3.1.2 was invoked) or the mutually agreed upon second meeting, the grievant or Association may proceed to Level Two. The immediate supervisor and grievant or Association shall send written notification to the Assistant Superintendent or HR designee, indicating the date of the meeting in which the parties were unable to resolve the grievance.

11.3.2 Level Two

11.3.2.1 If the grievance is not settled at Level One, the grievant or Association shall request a meeting and submit to the Assistant Superintendent of Human Resources or designee, a formal written statement of the grievance with a copy sent to the Superintendent. Such statement shall be on the Turlock Unified School District/Turlock Teachers Association Statement of Grievance form and shall contain: a listing of the provision(s) of the Agreement alleged to have been violated, a statement describing the precise conduct of the District alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), and a listing of the specific actions requested to remedy the grievance.

11.3.2.2 This written statement of the grievance shall be submitted within ten (10) days after the final meeting held at Level One.

11.3.2.3 The Assistant Superintendent of Human Resources or designee shall present a written decision to the grievant or Association within ten (10) days after receiving the Level Two grievance.

11.3.3 Level Three

11.3.3.1 If the grievance is not settled at Level Two, the grievant or Association may appeal it to the Superintendent. Such appeal shall be in writing and shall be submitted within five (5) days after the grievant or Association receives the Assistant Superintendent Human Resources or designee Level Two decision. This appeal shall include a copy of the original grievance, the Assistant Superintendent Human Resource or designee written decision, and a statement of the reasons for the appeal.

11.3.3.2 The Superintendent or the Superintendent's designee shall respond to the appeal in writing within five (5) days after receipt of the request. Either the grievant or Association filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this five (5) day period. If such meeting is held, the time limit for the submission of the Superintendent's answer shall be extended until five (5) days after the close of the meeting.

11.3.4 Level Four

11.3.4.1 If the grievance is not settled at Level Three, the grievant or Association may request mediation of the grievance by obtaining the services of a mediator from the State Mediation and Conciliation Service. Such request must be made by the grievant or Association in writing to the Superintendent within ten (10) working days of the Superintendent’s decision at Level Three.

11.3.4.2 The parties shall engage in mediation in a good faith effort to resolve the grievance.

11.3.4.3 The grievant or Association may waive this step by written notice and proceed to Level Five.

11.3.5 Level Five

11.3.5.1 If the grievance is not settled at Level Three (only if 11.3.4.3 was invoked) or Level Four, the Association may submit, within five (5) days, a notice in writing to the Superintendent that the Association is proceeding on to advisory arbitration.

11.3.5.2 The parties shall attempt to select a mutually acceptable arbitrator. If no agreement can be reached within ten (10) days, they shall request the State Conciliation Services to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by a coin flip.

11.3.5.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. The Association reserves the right to decide whether to financially support the grievant in advisory arbitration.

11.3.5.4 All other expenses shall be borne by the party incurring them.

11.3.6 Level Six

11.3.6.1 If the grievance is not settled in Level 5, the Association may appeal to the Board of Trustees. Such appeal shall be in writing and shall include a copy of the original grievance and all answers submitted in the prior steps of the grievance procedure. The appeal must be submitted to the Board of Trustees within five (5) days after the arbitrator has given their Level 5 answer. Subject to timely inclusion on the agenda, the Board of Trustees shall respond in writing within five (5) days after the first regularly scheduled board meeting following the appeal.

11.4 *General Provisions:*

11.4.1 The filing of a grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.

11.4.2 Timelines for action by either party shall begin the day following the receipt of the written grievance documentation.

11.4.3 The time limits on the filing and processing of grievances may be extended only by mutual agreement committed to in writing.

11.4.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer the grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement or as provided in 11.4.3 and 11.4.5), the grievance may be appealed to the next step within the appropriate time limits.

11.4.5 The Association shall be entitled to a single thirty (30) day delay during any one (1) of the above indicated levels if the grievant and/or Association would otherwise

not be able to meet a required timeline because of being on summer vacation. Before utilizing such a delay the grievant and/or Association shall submit a written intent to the appropriate administrator handling the next level of the grievance which shall indicate intent to pursue the grievance. Failure to submit such written intent shall result in forfeiture of this right to a thirty (30) day delay. All applicable timelines shall resume at the conclusion of the requested thirty (30) day delay.

11.4.6 If a question arises as to the arbitrability of an issue, the arbitrator shall rule on the issue only after the merits of the case have been heard.

The decision of the arbitrator shall be advisory only and shall be in the form of a written recommendation to the Board of Trustees. Copies of the recommendation shall be simultaneously submitted to the District, the Association, and the grievant. The arbitrator's recommendation shall set forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator's recommendation shall be limited solely to the interpretation and application of this agreement to the precise issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment for that of the District.

The arbitrator's recommendation shall not attempt to add to, subtract from, notify, alter, amend or disregard any provisions or procedures contained in this agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The recommendation of the arbitrator shall be based solely on the evidence and testimony presented at the hearing.

ARTICLE 12

TERMINATION OF PROBATIONARY EMPLOYEES

Pursuant to Education Code section 44929.21, the District shall notify probationary employees, on or before March 15 of the employee's second complete consecutive school year of employment by the District in a position or positions requiring certification qualifications, of the decision to reelect or not reelect the employee for the next succeeding school year to the position. In the event that the District does not give notice pursuant to this article on or before March 15 of the employee's second complete consecutive school year of employment, the employee shall be deemed reelected for the next succeeding school year and shall become a permanent employee of the District.

ARTICLE 13

SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by any state or federal court or administrative agency of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any state or federal court or administrative agency of competent jurisdiction pending a final determination as to its validity, all other provisions of this Agreement shall not be affected thereby.

ARTICLE 14

YEAR-ROUND EDUCATION PROGRAM

14.1 The District may adopt and implement a Year-Round Education Program for students in the District which may change some working conditions for employees, but the District shall not violate any provision in this Article.

14.2 Employees assigned to a Year-Round Education Program shall have no more than 178 workdays which shall include no more than 175 student attendance days. Regular full-time employees must be in paid status for at least 134 workdays for Year-Round Education to earn a full year of experience credit. The Year-Round Education Program shall be a modified 4-track program generally described as a sixty (60) student attendance day / twenty (20) student non-attendance day schedule. By mutual agreement of the District and the Association, an alternate Year-Round Program and work year may also be implemented. A modified traditional schedule may also be added as an additional track. The total number of work days, student attendance days, and instructional minutes for this additional traditional track shall be the same as the other tracks at that site. A reasonable effort will be made to not have only one (1) workday in any week. However, traditional non-workdays such as District holidays will remain as non-workdays and employees will be assigned no more than 178 workdays. A single track YRE school calendar will consist of 183 workdays which shall include no more than 180 student attendance days. The District may take any action to ensure compliance with all incentive provisions in Education Code Sections 46200 - 46204 concerning days of instruction for students and amounts of instructional minutes.

14.3 The student instructional day and the employee workday in the Year-Round Education Program shall be increased to ensure that the annual number of instructional minutes in the Year-Round Program are as identical as possible to those in a Traditional Program. Minimum days shall be provided on the first and last day of each track.

14.4 Employees wanting to transfer out of a school which is originally implementing a Year-Round Education Program to another school shall follow the procedures in Article 7, but such employees shall be given first consideration for vacancies.

14.5 When an existing school site changes from a traditional school calendar to a Year-Round Education Program, the employees shall be initially assigned a track by the Principal according to the following procedures:

14.5.1 The teachers of that grade level or department shall have an opportunity to meet as a group with the Principal.

14.5.2 If unanimous agreement is reached among the affected teachers regarding their respective track assignments, the Principal shall not overrule this decision unless the Principal has good reason to believe that this selection of assignments will be detrimental to the instructional program of the school. If the Principal overrules the unanimous decision of the affected teachers, the Principal shall state his/her reasons in writing to the affected teachers if so requested by any of the affected teachers.

14.5.3 If the Principal overrules the unanimous decision of the affected teachers, or if the teachers cannot reach unanimous agreement among themselves, initial assignment to a track shall be made by the Principal after consideration of the following factors:

Certification of the employee;

Training and experience of the employee;

Track placement of any children of an employee so that an employee and the employee's children may be on the same or most similar track;

Track placement of any spouse of an employee so that employee and spouse may be on the same or most similar track;

Total years of paid service as a certificated employee in the District shall be the determining factor if the above factors are equal. It shall be the responsibility of the affected employees to promptly inform the Principal of any prior unpaid leaves.

14.5.4 Any employee who disagrees with the initial track assignment made by the Principal may appeal it in writing to the Superintendent specifying the reason(s) for the appeal. The Superintendent (or designee) shall review the appeal and make a decision within ten (10) workdays. The Superintendent's decision shall be final, but such decision shall not be arbitrary and capricious.

14.5.5 The District shall make a good faith effort to notify Year-Round Employees of their initial track assignment no later than April 1 of the prior school year.

14.6 When an additional school is opened as a new Year-Round Education Program, the employees shall be initially assigned a track by the Principal according to the following procedures:

14.6.1 Initial tracks shall first be selected by those employees who voluntarily transfer to the new site. These initial tracks shall be selected by mutual consent of the teacher and the Principal.

14.6.2 Remaining initial tracks shall be selected by teachers who are involuntarily transferred to the new site. These remaining initial tracks shall be selected according to the provisions in Article 14, Section 14.5.

14.7 The District within its discretion may request employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees shall be credited with one (1) additional illness leave day for each such twenty (20) additional days actually worked.

14.8 The District within its discretion may request employees to work different student attendance days than those on the regular work calendar without changing the number of workdays. Employees who agree to do so may rescind such agreement on a yearly basis.

14.9 Teachers assigned to the Year-Round Education Program shall be provided with a reasonable opportunity to serve as mentor teachers, participate on District committees, attend professional growth opportunities, or take any leaves specified in the Agreement. The District will make a good faith effort to involve all employees in a Year-Round Education Program in any District elections, surveys or questionnaires. However, the District shall have no obligation to provide additional compensation to employees who voluntarily participate in such activities during their non-workdays. By mutual agreement between the District and the employee, additional compensation may be provided at the hourly rate when the employee participates in such activities during their non-workdays.

14.10 Air conditioning and heating shall be provided to each classroom in the Year-Round Education Program. Flexibility to begin earlier in emergency conditions due to hot days or failure of air conditioners will be at the discretion of the District.

14.11 Portable storage cabinets shall be provided to each teacher in the Year-Round Education Program who must move to another classroom.

14.12 Reasonable assistance in moving materials of teachers (two (2) rolling cabinets and one (1) filing cabinet) shall be provided when a teacher must move to another room.

14.13 Special consideration shall be given to avoid rotating Kindergarten classes and TK-12 special education classes.

14.14 A Class VII stipend shall be paid to classroom teachers at Year-Round Educational sites who are required to rotate from one (1) classroom to another classroom after each of their track-off periods for that school year. Teachers who are not required to make a full rotation after all of their track-off periods shall receive a pro-rata stipend. This stipend shall be paid no later than the June salary warrant.

14.15 Teachers assigned to the Year-Round Education Program may be granted leaves of absence for periods of less than one (1) year if approved by the District.

14.16 An employee on a non-workday may request to serve as a substitute for other employees in the District. Pay shall be $30 above the current substitute rate for such service.

14.17 If the District adopts and implements a Year-Round Education Program, and then later determines to eliminate part or all of such program, it shall give reasonable prior notice to the Association.

14.18 Transfers and Reassignments of Year-Round Employees - The provisions of Article 7 of this Agreement shall apply regarding voluntary or involuntary transfers and reassignments of employees who are currently assigned to a Year-Round Education Program. However, if the transfer or reassignment will result in the employee changing to an assignment on a later payroll cycle, the employee may remain on his/her current payroll cycle if such an adjustment is necessary to ensure there will be no interruption in monthly payroll warrants.

In cases where employees require a payroll adjustment, the District shall send the employee a form prepared by the District which presents options for repayment in the event that the employee does not complete the required number of paid days of service in the school year.

The District will make every effort to notify employees no later than April 1 if an involuntary transfer or reassignment will result in a change to a different track or to a different work year schedule for the following school year.

ARTICLE 15

JOB SHARING

15.1 Teachers wishing to participate in the job sharing program shall apply through their Principal no later than March 15 of the prior school year. The request shall include a specific plan including the names of the two (2) participating teachers and their respective job sharing schedules. The Principal shall make appropriate recommendations and forward said request to the Superintendent or designee.

15.2 The District shall have the sole authority in determining whether or not to approve any request for job sharing.

15.3 Job sharing shall be approved for one (1) year only, but teachers wishing to continue participating may reapply for the following school year.

15.4 The job sharers may cover for each other for short term illnesses, at the rate currently authorized by the District for substitute teachers, with the mutual consent of the Principal and the "covering" teacher.

15.5 Teachers who request job sharing shall submit a written request for a leave of absence for 50% of their position for that school year. Said request for leave shall only be acted upon by the District if the request for job sharing is also approved.

15.6 Job sharing shall be 50% for both participating teachers.

15.7 Salaries and all other benefits, including health and welfare benefits, shall also be 50% of normal salaries and benefits for those teachers participating in job sharing.

15.8 This article shall only apply to those teachers who have specifically been approved for job sharing by the Superintendent and the Board of Trustees.

15.9 Teachers who work in job share arrangements shall advance on the certificated salary schedule every two (2) years, irrespective of the number of hours worked per day or number of days worked per week. It shall be the responsibility of the employee to notify the District in writing of this accrued service credit. Any employee who completes more than 75% of the total work days (132 YRE or 135 Traditional) in a school year will receive year for year service credit.

ARTICLE 16

ORGANIZATIONAL SECURITY

16.1 Any member of the bargaining unit may sign and deliver to the District a voluntary authorization in writing for the deduction of dues to the Association on a monthly basis. Such authorization may be revoked at any time but shall continue from year to year unless revoked. The amounts deducted shall be promptly remitted to the Association.

16.2 Pursuant to Government Code Section 3546, the Association hereby notifies the District that it requests all bargaining unit members either to join the Association or to pay to the Association an appropriate agency fee.

All bargaining unit members who have not voluntarily made application for membership in the Association within thirty (30) days, or within thirty (30) days from the commencement of assigned duties, shall become a member of the Association, or shall pay to the Association an agency fee in an amount to be determined by the Association and consistent with applicable law. Such agency fee shall be payable to the Association in one (1) lump sum cash payment or authorized through payroll deduction as provided for herein. In the event that a bargaining unit member does not pay such agency fee directly to the Association, or authorize payment through voluntary payroll deduction, the District shall begin payroll deduction as provided by Education Code Section 45061 and in the same manner as set forth herein.

16.3 The Association shall annually provide, to each bargaining unit member who is required to pay an agency fee, written notice of the agency fee requirement, the amount of the agency fee and the procedure for appealing all or any part of the agency fee consistent with current law and applicable regulations and decisions of the Public Employment Relations Board. Any disputes over the amount of the agency fee shall be resolved in a manner consistent with applicable law. Upon written certification to the District that the Association has complied with the legal requirements related to notification of non-member rights, deductions for service fees shall begin no later than the end of the month following the month in which proof of such notice is received by the District.

16.4 Notwithstanding any other provision of this Article, any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or agency fee to the Association, to pay an amount no greater than the amount of the agency fee to one of the following: (1) American Heart Association; (2) American Cancer Society; or (3) Turlock Teachers Association Scholarship Fund.
If requested, proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association and District as a condition of continued exemption from the agency fee provisions set forth above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. If requested, such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order

to review said proof of payment. The Association and the bargaining unit member shall resolve any dispute over the eligibility of a unit member under this provision.

16.5 Any unit member making a religious objection as set forth in Section 17.4 above, and who requests that the grievance provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance procedures. The Association is authorized to charge the employee for the reasonable cost of using such procedures.

16.6 The Association agrees to completely defend, indemnify, and hold the District harmless from any and all claims, demands, or suits, or other actions arising out of the provisions contained in this Article. The Association also agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 17

PROVISIONS FOR HEAD START AND PRESCHOOL TEACHERS

Notwithstanding the provisions of any other article in this Agreement, the following provisions shall apply to Head Start and Preschool teachers.

17.1 The attached current salary schedules for Head Start and Preschool teachers shall be included as an attachment to this agreement (refer to Appendix A). The Head Start program follows a federal fiscal year of September 1 through August 31. The State Preschool program follows a state fiscal year of July 1 through June 30.

17.2 Calendars for both Preschool and Head Start programs shall be established in conjunction with the TK-12 traditional and YRE calendar and will follow the guidelines set forth by state and federal regulations.

17.3 Preschool teachers may be required to work up to the equivalent of five (5) additional days prior to the first day of classes for that school year to perform home visits, orientation, and intake.

17.4 The workday of Preschool and Head Start teachers shall include instructional time, preparation time, parent meetings, home visits, parent and staff conferences, student supervision, necessary shopping, required paperwork, staff meetings, and other relevant program requirements in accordance with State and Federal guidelines, and professional duties (e.g. trainings, formal meetings, etc.).

1. Additional duties specifically assigned and approved in advance by the Delegate Coordinator or other authorized administrator beyond the normal contracted workday or work year shall be compensated at the employee's normal hourly rate of pay.

2. Class sizes shall be in accordance with prevailing state and federal regulations for the State Preschool and Federal Head Start programs.

3. Preschool and Head Start teachers shall be entitled to a non-paid duty free lunch period of at least thirty (30) minutes.

4. Duty hours for each teaching position shall be established by the District.

17.5 Teachers shall comply with all regulations required by the State Preschool and Federal Head Start programs

17.6 Teachers with students in special education or with behavior plans, shall receive training.

17.7 Teachers will be charged for actual hours used unless a substitute is hired. If a substitute is hired, the teacher will be charged a half day (for example three (3) hours for a six (6) hour teacher) or a full day depending on the time absent.

ARTICLE 18

WORK YEAR CALENDAR

Each year, the District and the Association shall negotiate the work year calendar two (2) years in advance.

In years when Veterans' Day is observed on a Wednesday, the Tuesday prior to the holiday shall follow a regular early release schedule for grades TK-6. PLC and preparation time will be required after student dismissal.

ARTICLE 19

PROGRESSIVE DISCIPLINE

19.1 Discipline shall be for just cause only and shall follow due process.

19.2 Progressive discipline shall be corrective and remedial and shall include the following steps except in instances where the unit member's conduct constitutes a threat to the safety of students, employees or property, or involves dishonesty or gross misconduct:

- Verbal warning which may be documented by an email
- Conference Summary Memorandum –formal documentation of verbal conference addressing employee performance and/or behavior(s)
- Letter of Warning –a written description of the conduct, including recommendations for corrective action(s). Letter of Warning is used to address employee performance and/or behavior(s) that are more serious in nature or when an employee has not responded to prior conferencing.
- Letter of Reprimand –a written description of the conduct, serving as a warning prior to disciplinary action(s). Letter of Reprimand is used as an official rebuke of an employee's unsatisfactory performance and/or behavior(s) and is a notice of disciplinary consequences if performance does not change.
- Suspension Without Pay

19.3 Before discipline, at the level of suspension without pay, is imposed, the unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed, and notice of the right to appeal such discipline by filing a grievance at Step 2 of the Grievance Procedure (Article 11).

19.4 Discipline under this Article is limited to suspensions of fifteen (15) days or less.

19.5 In instances where an employee is placed on administrative leave, the District will notify the Association as soon as feasible following notification to the employee.

ARTICLE 20

ASSOCIATION RIGHTS

20.1 Representation

The Association has the right under the Educational Employment Relations Act (EERA) to represent bargaining unit members in their employment relations with the District and is entitled to the rights of access pursuant to the EERA.

20.2 Access to District Resources

The Association shall have the right to use the Intra-District mail service, electronic mail service, and worksite mailboxes for communications without interference or censorship of such communications by the District unless such action is performed with the intent to disrupt District business.

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each worksite in an area frequented by employees.

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District meeting spaces at all reasonable times provided that such use do not interfere with District activities.

20.3 Access to District Information

The District, upon request by the Association, agrees to respond to the Association regarding available information concerning the financial resources and certificated and classified staffing of the District or any other information necessary to fulfill the Association's role as exclusive representative, within ten (10) days of the request or as soon as reasonably possible. Such information shall be supplied via electronic means whenever possible.

20.3.1 Pursuant to AB 119, the District shall provide the following reports electronically to the Association President on September 15, November 15, January 15, and April 15:

A. Excel Spreadsheet containing the following information:
   1. Name
   2. Date of Birth
   3. Job Title (Grade Level and Assignment)
   4. Work Location (School Site)
   5. Phone Numbers (work, home, and mobile)
   6. Personal (non-District) E-mail Address
   7. Home Address
   8. Indication of any on Leave of Absence

B. District Seniority List containing seniority date, date of hire, Employment/ FTE status, and credentials, permits, and/or authorizations.

C. District Dues Roster

New employee information shall be delivered to the Association President within thirty (30) calendar days of hire or by the first pay period of the month following hire.

The District shall not be required to provide an employee's home or mobile telephone number or personal email address to the Association if the employee does not provide such information to the District, if the employee has made a written request that such information not be released, or if the employee has an alternatively designated address pursuant to Government Code section 6207 (pertaining to victims of domestic violence, sexual abuse, and stalking).

20.4 New Member On-Boarding Process

20.4.1 Individual On-Boarding Process

The Association shall have up to fifteen (15) minutes of uninterrupted time, without administration present to communicate with newly hired employees during the initial on-boarding process, the meetings wherein the District advises newly hired employees of employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The District shall notify the Association President at least fifteen (15) calendar days prior to any on-boarding meetings with newly hired employees or as soon as the meeting is scheduled. If an Association representative is unable to attend an on-boarding meeting, the Association may submit material describing the function and relevance of the professional organization in the District, and the District agrees to provide such material to the newly hired member.

20.4.2 Group On-Boarding Process

The Association shall have up to sixty (60) minutes of uninterrupted time to communicate with new hires during New Employee Orientations-the voluntary group on-boarding meetings for newly hired employees which will be held once per month, excluding June and July. Such time will be determined by mutual agreement between the District and the Association. If an agreement is not reached, the District shall make the final determination. District administration will excuse themselves during Association time.

ARTICLE 21

SPECIAL EDUCATION

This article does not limit unit members from coverage under other Articles of this agreement. Language here is in addition to and provides expanded provisions as they specifically relate to special education employees. Language in this article does not supersede language in Articles 1-20.

21.1 The following definitions are intended to provide clarification related to roles of individuals within the District's Special Education Program. These definitions are not intended to redefine job responsibilities or to create new duties, assignments, or workload expectations.

INDIVIDUALIZED EDUCATION PROGRAM (IEP) refers to the legal document that outlines levels of performance, modifications, accommodations, goals, and special education services for students with one or more identified disabilities.

CASELOAD refers to the number of students with IEPs for whom the special education teacher or provider is assigned and each student is counted as "one" (1).

CASE MANAGER refers to the employee who facilitates the design, implements, and /or co-implements the IEP document. Case Managers include but are not limited to Special Day Class Teachers, Resource Teachers, Speech and Language Pathologists, and/or Adapted PE teachers.

21.2 The following definitions are intended to provide general clarification and are not intended to define or limit job duties.

SPECIAL EDUCATION INSTRUCTION/INTERVENTION includes providing direct and/or indirect instruction and/or overseeing the direct and/or consultative instruction or services provided for the purpose of intervention within the same classroom learning environment.

ASSESSMENTS AND REASSESSMENTS include initial assessments, interim assessments, eligibility evaluation, progress monitoring, and other special education assessments as needed.

DIRECTING THE WORK OF PARA-EDUCATORS includes directing work, training**,** planning**,** answering questions, and/or clarifying needed materials.

Training for Para-Educators may be provided by the District. If determined to be relevant and necessary to the position, this training may be provided intermittently. Training may include, but is not limited to, technology use, curriculum training, student engagement methods, and data collection techniques.

DIRECTING THE WORK OF SPEECH LANGUAGE PATHOLOGY ASSISTANTS (SLPAs) includes directing and supervising the work, training and planning for SLPAs.

21.3 Caseload

When assigning and reviewing caseloads for each class, teachers and staff ratios will be carefully considered to ensure adequate support is provided as determined by SELPA loading standards and travel time / set up between sites.

If a certificated special education teacher has a concern about their caseload, they may meet with site and/or Special Education administrator to review the concerns.

21.4 Case Management

21.4.1 Responsibilities include facilitating the discussion of the design, implementation and maintenance of the IEP, facilitating discussion of student placement through the meeting of the IEP team, collaboration with service providers, working with support staff, data entry, administering standardized, criterion, norm-referenced assessments, and collaboration with outside agencies. Case managers are also responsible for providing specialized academic instruction to students with an IEP.

21.4.2 Case Managers shall be given the option of up to six (6) hours during the week prior to the beginning of the school year, at the hourly rate of pay, to review caseloads and prepare services. The designated time shall be communicated in advance with site administration.

21.4.3 Case Manager Absence: When a case manager, excluding those noted in 21.4.4, is out on leave which exceeds five (5) consecutive days, the employee will make a good faith effort to ensure communication and clarification with site and/or District administration has been made. This communication shall include information related to the case manager's responsibilities needing to be met for the duration of the absence. Once the District is informed, it will ensure the employee's responsibilities are completed and student instructional IEP minutes are met.

Beginning with seniority, the District may seek a volunteer to complete case manager responsibilities. If a volunteer, rather than a substitute is selected, they shall be additionally compensated at the hourly rate of pay. The employee out on leave shall only be contacted to provide clarification as needed and if practicable; and shall not be asked to complete job-related tasks.

21.4.4 Speech and Language Pathologist (SLP) and Adapted PE (APE) Absence: When a service provider, is out on leave which exceeds five (5) consecutive days, the employee will make a good faith effort to ensure communication and clarification with site and/or District administration has been made. This communication shall include information related to the service provider's responsibilities needing to be met for the duration of the absence. Once the District is informed, it will take steps to ensure the employee's service responsibilities are completed and student service time minutes are met.

The District shall discuss the students' needs on the caseload and confer with affected district employees to rebalance current caseload to the extent possible and/or identify a qualified replacement in order to meet required service minutes. The employee out on leave shall only be contacted to provide clarification as needed and if practicable; and shall not be asked to complete job-related tasks.

21.5 IEP Provisions

Initial assessments and eligibility assessment(s), reports(s) or IEP writing related to those assessment(s) shall be conducted during instructional time and a substitute shall be hired, up to three (3) days per year to cover the above related responsibilities. Days may be taken in half (1/2) day increments.

The District agrees to make a good faith effort within the limitations of State and Federal Law to ensure that IEP meetings do not occur beyond the contractual workday.

Site administration shall make a good faith effort to balance the responsibility of attending IEP meetings equitability across general education grade level(s) or department(s).

21.6 Resource Specialist (RS)

A resource specialist shall not be assigned to more than two (2) work sites. A resource specialist shall receive preparation time equivalent to a general education unit member at the same site.

21.7 Speech and Language (SLP)

The District shall make a good faith effort to employ a part-time SLPA for all full-time internal SLPs to support instruction. When establishing caseloads that include only preschool students, caseload size shall not exceed forty (40) students.

21.8 Itinerant Teachers

Not including Adapted Physical Education (APE) Teachers, itinerant assignments shall be limited to three (3) sites. Itinerant employees shall receive preparation time equivalent to that of a general education teacher at the grade level the itinerant employee spends a majority of the contracted workday.

21.9 Professional Development

Careful consideration as to the type and relatedness of professional development opportunities for special education employees shall be made. The District will identify professional development needs through data collection, data review, and discussion with Special Education teachers. Based on District need, a site staff meeting may be replaced with Special Education related training.

21.10 Professional Learning Communities (PLC)

Special Education staff shall be aligned with up to two (2) PLC teams and shall have the option to confer with other grade level teams, when necessary, as agreed upon by teachers and site administration. One PLC meeting per month may be established for special education programs to meet as PLC. PLC meetings shall not encroach into planning periods.

21.11 Evaluation

Support staff evaluations shall be completed by the site administrator. In an effort to support special education teachers, site administrators may consult with employees for input regarding the performance of support staff. If the employee chooses to participate in the evaluation process, these conversations shall be held in confidence as they are personnel matters.

21.12 Students with IEPs in the General Education Classroom

The District and the Association support successful placement of students with IEPs in general education classrooms. Site administration/administrative designee will notify the affected employee(s) prior to assigning students with IEPs into the general education classroom and provide a copy of the student's IEP/Summary, when available.

If requested by a general education classroom teacher, the District shall provide training for employees with students with IEPs which may include how to read an IEP, how to interpret accommodations/modifications in the general education classroom, and/or rights and responsibilities of IEP team members.

21.13 Due Process Hearing

When a unit member is required to participate in a "Due Process Hearing" procedure, the District shall provide the employee with release time without loss of compensation. If the Due Process Hearing is held after regular hours of employment, employees shall be provided compensation at the hourly rate of pay.

21.14 If any changes are made through the Special Education Local Plan Area (SELPA), the District shall meet with the Association to negotiate the impact of the changes.

ARTICLE 22

ENTIRE AGREEMENT

This Agreement concludes all meeting and negotiating between the parties during the term of this Agreement unless otherwise specified and constitutes the sole, entire, and complete agreement between the parties and supersedes all prior agreements and understandings, oral or written, expressed or implied, between the District and the Association and expresses all obligations and restrictions imposed on each of the respective parties during its term.

APPENDIX A

TURLOCK UNIFIED SCHOOL DISTRICT

CERTIFICATED ANNUAL SALARY SCHEDULE 2025-26

STEP	I BA to BA +44	II BA to BA +44 w/MA	III BA +45	IV BA +45 w/MA	V BA +60	VI BA +60 w/MA	VII BA +75	VIII BA +75 w/MA
1	70,649	72,239	73,864	75,711	77,603	79,543	81,731	83,978
2	72,239	73,864	75,711	77,603	79,543	81,731	83,978	86,288
3	73,864	75,711	77,603	79,543	81,731	83,978	86,288	88,661
4	75,711	77,603	79,543	81,731	83,978	86,288	88,661	91,099
5	77,603	79,543	81,731	83,978	86,288	88,661	91,099	93,832
6	79,543	81,731	83,978	86,288	88,661	91,099	93,832	96,647
7	81,731	83,978	86,288	88,661	91,099	93,832	96,647	99,546
8	83,978	86,288	88,661	91,099	93,832	96,647	99,546	102,533
9	86,288	88,661	91,099	93,832	96,647	99,546	102,533	105,609
10			93,832	96,647	99,546	102,533	105,609	109,041
11					102,533	105,609	109,041	112,585
12					105,609	109,041	112,585	116,244
13					109,041	112,585	116,244	120,022
14							120,022	123,922
15							123,922	127,950
21	88,274	90,647	95,818	98,633	111,027	114,571	125,908	129,936
26	90,260	92,633	97,804	100,619	113,013	116,557	127,894	131,922
31	92,246	94,619	99,790	102,605	114,999	118,543	129,880	133,908

Classifications

Column I - BA Degree to BA+44 semester units or 66 quarter units.
Column II - BA Degree to BA+44 semester units or 66 quarter units with MA (Masters or earned Doctorate degree)
Column III - BA Degree +45 semester units or 67 1/2 quarter units.
Column IV - BA Degree +45 semester units or 67 1/2 quarter units with MA (Masters or earned Doctorate degree)
Column V - BA Degree +60 semester units or 90 quarter units.
Column VI - BA Degree +60 semester units or 90 quarter units with MA (Masters or earned Doctorate degree)
Column VII - BA Degree +75 semester units or 112 1/2 quarter units.
Column VIII- BA Degree +75 semester units or 112 1/2 quarter units with MA (Masters or earned Doctorate degree)

See Article V, 5.12 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development)

The deadline for filing transcripts and verification of employment for column advancement shall be September 10th.

ANNUAL BENEFIT AMOUNT**

$12,000 for eligible employees who participate in the District's health benefit plans.

**See Article V, 5.2.1 for language specific to cash out opportunity.

183 WORK DAY SCHEDULE

Salary Effective Date: July 1, 2025
Revised Date: March 4, 2026
Adopted by the Board of Trustees: March 17, 2026

TURLOCK UNIFIED SCHOOL DISTRICT

Special Assignments-Stipends

	Regular	**Longevity
Class I Assignment	**$4,620**	**$5,082**
HS Band Director**		
HS Head Athletic Coach**		
HS Cheer Leader Advisor**		

	Regular	**Longevity
Class II Assignment	**$3,960**	**$4,356**
HS Speech Advisor**		
HS Yearbook Advisor		
HS Drama Advisor**		

	Regular	**Longevity
Class III Assignment	**$3,025**	**$3,327.50**
HS Asst. Athletic Coach**		
HS Asst. Cheer Leader Advisor**		
HS Mock Trial**		
FFA Advisor**		
NJROTC Advisor**		

	Regular	**Longevity
Class IV Assignment	**$2,200**	**$2,420**
HS Choral Music Teacher**		
HS Color Guard/Drill Team Coach**		
HS Orchestra Advisor**		
HS Student Government Advisor		
HS Academic Decathlon Advisor**		
HS Science Olympiad Advisor**		

	Regular	**Longevity
Class V Assignment	**$1,650**	**$1,815**
Career/Work Experience Advisor		
Jr. High Band Director**		
Jr. High Choral Director**		
Jr. High Orchestra Director**		
Jr. High Head Athletic Coaches**		
Jr. High/Cont site Yearbook Advisor		
Jr. High Science Olympiad Advisor**		

	Regular	**Longevity
Class VI Assignment	**$1,375**	**$1,512.50**
Activity/Club Advisor >75 hrs		
All Other Jr. High Athletic Coaches**		
Jr. High Drama Advisor**		

Class VII Assignment	**$825**
Activity/Club Advisor 50-75 hrs	
Jr. High Student Govt Advisor	
K-6 Combination Classes	
TK-6 Yearbook Advisor	
Outdoor Education	

Class VIII Assignment	**$550**
Activity/Club Advisor 10-49 hrs	
Assembly/Rally Coordinator	
Jr. High Guitar/Mariachi	
TK-8 Sponsor of Intramural Sports	
YRE Rotating Teacher	

Class IX Assignment Other	
Counselors 7-8	$2,200
Counselors 9-12	$2,750
Jr High Athletic Director	$2,500
HS Athletic Director	$5,610
Elementary Guiding Coalition	$1,800
Secondary PLC Lead Teacher	$1,650
Department Chair	$1,650
Intern/Speech Therapist Support Provider	$1320 / participant
Induction Support Provider	$2,640/ 1 participant
	$4,950/ 2 participants
	$7,040/ 3 participants
CLAD/BCLAD *	$731
BCLAD (currently utilizing*)	$1,650
Consulting Teacher	$2,400/participant
ECE Program Specialist	$3,372
HOSA, FBLA, FCCLA Advisor (CTE specific/contingent upon grant funding availability. If grant funding not available, Advisors shall receive a Class VI stipend.)	$2,500

*See Article V

**Longevity increase after 5 consecutive years within the same program beginning Fall 2022

TURLOCK UNIFIED SCHOOL DISTRICT

COUNSELOR & SPEECH LANGUAGE PATHOLOGIST/THERAPIST ANNUAL SALARY SCHEDULE 2025-26

STEP	I BA to BA +44	II BA to BA +44 w/MA	III BA +45	IV BA +45 w/MA	V BA +60	VI BA +60 w/MA	VII BA +75	VIII BA +75 w/MA
1	72,569	74,202	75,871	77,768	79,712	81,705	83,952	86,261
2	74,202	75,871	77,768	79,712	81,705	83,952	86,261	88,633
3	75,871	77,768	79,712	81,705	83,952	86,261	88,633	91,070
4	77,768	79,712	81,705	83,952	86,261	88,633	91,070	93,575
5	79,712	81,705	83,952	86,261	88,633	91,070	93,575	96,382
6	81,705	83,952	86,261	88,633	91,070	93,575	96,382	99,273
7	83,952	86,261	88,633	91,070	93,575	96,382	99,273	102,252
8	86,261	88,633	91,070	93,575	96,382	99,273	102,252	105,319
9	88,633	91,070	93,575	96,382	99,273	102,252	105,319	108,479
10			96,382	99,273	102,252	105,319	108,479	112,004
11					105,319	108,479	112,004	115,644
12					108,479	112,004	115,644	119,403
13					112,004	115,644	119,403	123,283
14							123,283	127,290
15							127,290	131,427
21	90,673	93,110	98,422	101,313	114,044	117,684	129,330	133,467
26	92,713	95,150	100,462	103,353	116,084	119,724	131,370	135,507
31	94,753	97,190	102,502	105,393	118,124	121,764	133,410	137,547

Classifications

Column I - BA Degree to BA+44 semester units or 66 quarter units.
Column II - BA Degree to BA+44 semester units or 66 quarter units with MA (Masters or earned Doctorate degree)
Column III - BA Degree +45 semester units or 67 1/2 quarter units.
Column IV - BA Degree +45 semester units or 67 1/2 quarter units with MA (Masters or earned Doctorate degree)
Column V - BA Degree +60 semester units or 90 quarter units.
Column VI - BA Degree +60 semester units or 90 quarter units with MA (Masters or earned Doctorate degree)
Column VII - BA Degree +75 semester units or 112 1/2 quarter units.
Column VIII- BA Degree +75 semester units or 112 1/2 quarter units with MA (Masters or earned Doctorate degree)

See Article V, 5.12 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development)

The deadline for filing transcripts and verification of employment for column advancement shall be September 10th.

ANNUAL BENEFIT AMOUNT**

$12,000 for eligible employees who participate in the District's health benefit plans.

**See Article V, 5.2.1 for language specific to cash out opportunity.

188 WORK DAY SCHEDULE - COUNSELORS
183 WORK DAY SCHEDULE - SPEECH LANGUAGE PATHOLOGISTS/THERAPISTS

Salary Effective Date: July 1, 2025
Revised Date: March 4, 2026
Adopted by the Board of Trustees: March 17, 2026

TURLOCK UNIFIED SCHOOL DISTRICT
HEADSTART PROGRAM
HOURLY RATE SCHEDULE
2025-26

COLUMN	I	II	III	IV
Step	AA (or AS) degree	AA (or AS) + 30 units	BA degree	BA +45 units
1	31.06	31.60	36.78	37.42
2		32.15	37.42	38.07
3		32.71	38.07	38.74
4			38.74	39.42
5			39.42	40.11
6			40.11	40.81
10			40.81	41.52
15			41.52	42.25

ANNUAL BENEFIT AMOUNT**
$12,000 for eligible employees who participate in the District's health benefit plans.

PROVISIONS TO THE SALARY SCHEDULE:

1. CLASSIFICATIONS:
   - I. Child Development Teacher permit plus an AA or AS degree from an accredited college
   - II. Child Development Teacher permit plus an AA or AS degree and an additional 30 semester units
   - III. Child Development Teacher permit plus a BA or BS degree from an accredited college
   - IV. Child Development Teacher permit plus a BA or BS degree from an accredited college and 45 semester units

2. See Article V, 5.12 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development).
3. The deadline for filing transcripts of courses for salary column advancement shall be September 10.

**See Article V, 5.2.1 for language specific to cash out opportunity.

Salary Effective Date: July 1, 2025
Revised Date: March 4, 2026
Adopted by the Board of Trustees: March 17, 2026

TURLOCK UNIFIED SCHOOL DISTRICT
PRESCHOOL PROGRAM
HOURLY RATE SCHEDULE
2025-26

COLUMN	I	II	III	IV	V	VI
Step	Associate permit only	Associate permit with 30 units	Teacher certificate	AA (or AS) degree	AA (or AS) + 30 units	BA degree
1	29.55	29.99	30.51	31.04	31.58	36.78
2		30.51	31.04	31.58	32.13	37.42
3			31.58	32.13	32.69	38.07
4			32.13	32.69	33.26	38.74
5				33.26	33.84	39.42
6					34.43	40.11
10					35.03	40.81
15					35.64	41.52

ANNUAL BENEFIT AMOUNT**

$12,000 for eligible employees who participate in the District's health benefit plans.

PROVISIONS TO THE SALARY SCHEDULE:

1. CLASSIFICATIONS:
   - I. Child Development Associate permit from the Commission on Teacher Credentialing
   - II. Child Development Associate permit from the Commission on Teacher Credentialing plus 30 semester units from an accredited college
   - III. Child Development Teacher permit from the Commission on Teacher Credentialing
   - IV. Child Development Teacher permit plus an AA or AS degree from an accredited college
   - V. Child Development Teacher permit plus an AA or AS degree and an additional 30 semester units
   - VI. Child Development Teacher permit plus a BA or BS degree from an accredited college

2. See Article V, 5.12 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development).
3. The deadline for filing transcripts of courses for salary column advancement shall be September 10.

**See Article V, 5.2.1 for language specific to cash out opportunity.

Salary Effective Date: July 1, 2025
Revised Date: March 4, 2026
Adopted by the Board of Trustees: March 17, 2026

TURLOCK UNIFIED SCHOOL DISTRICT

AGRICULTURE TEACHER ANNUAL SALARY SCHEDULE 2025-26

STEP	I BA to BA +44	II BA to BA +44 w/MA	III BA +45	IV BA +45 w/MA	V BA +60	VI BA +60 w/MA	VII BA +75	VIII BA +75 w/MA
1	84,548	86,450	88,395	90,605	92,870	95,192	97,810	100,500
2	86,450	88,395	90,605	92,870	95,192	97,810	100,500	103,264
3	88,395	90,605	92,870	95,192	97,810	100,500	103,264	106,103
4	90,605	92,870	95,192	97,810	100,500	103,264	106,103	109,021
5	92,870	95,192	97,810	100,500	103,264	106,103	109,021	112,292
6	95,192	97,810	100,500	103,264	106,103	109,021	112,292	115,661
7	97,810	100,500	103,264	106,103	109,021	112,292	115,661	119,130
8	100,500	103,264	106,103	109,021	112,292	115,661	119,130	122,704
9	103,264	106,103	109,021	112,292	115,661	119,130	122,704	126,385
10			112,292	115,661	119,130	122,704	126,385	130,493
11					122,704	126,385	130,493	134,734
12					126,385	130,493	134,734	139,113
13					130,493	134,734	139,113	143,634
14							143,634	148,302
15							148,302	153,122
21	105,641	108,480	114,669	118,038	132,870	137,111	150,679	155,499
26	108,018	110,857	117,046	120,415	135,247	139,488	153,056	157,876
31	110,395	113,234	119,423	122,792	137,624	141,865	155,433	160,253

Classifications

Column I - BA Degree to BA+44 semester units or 66 quarter units.
Column II - BA Degree to BA+44 semester units or 66 quarter units with MA (Masters or earned Doctorate degree)
Column III - BA Degree +45 semester units or 67 1/2 quarter units.
Column IV - BA Degree +45 semester units or 67 1/2 quarter units with MA (Masters or earned Doctorate degree)
Column V - BA Degree +60 semester units or 90 quarter units.
Column VI - BA Degree +60 semester units or 90 quarter units with MA (Masters or earned Doctorate degree)
Column VII - BA Degree +75 semester units or 112 1/2 quarter units.
Column VIII- BA Degree +75 semester units or 112 1/2 quarter units with MA (Masters or earned Doctorate degree)

See Article V, 5.12 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development)

The deadline for filing transcripts and verification of employment for column advancement shall be September 10th.

ANNUAL BENEFIT AMOUNT**

$12,000 for eligible employees who participate in the District's health benefit plans.

**See Article V, 5.2.1 for language specific to cash out opportunity.

219 WORK DAY SCHEDULE

Salary Effective Date: July 1, 2025
Revised Date: March 4, 2026
Adopted by the Board of Trustees: March 17, 2026

APPENDIX B

Turlock Unified School District

Turlock Unified School District
Certificated Evaluation Process Timeline

Employee: _____ School Year: _____

Evaluator: _____ Site: _____

Status: ☐ Intern ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

☐ Support Plan ☐ EIP Year 1 ☐ EIP Year 2

Evaluation Procedure – As per Collective Bargaining Agreement

- ☐ By the 20th day of the certificated employee's school year, notification will be made for those teachers to be evaluated.
- ☐ Meeting between certificated employee and site administrator within the first thirty (30) days of the certificated employee's school year to discuss the observation process:
  - ☐ Type of Observation
    - ☐ Formal – Scheduled observation(s) for the major portion of an entire period of instruction.
    - ☐ Informal – Observation(s) is done by a series of unscheduled drop-in visits.
    - ☐ EIP Observations - One of two before the end of December
  - ☐ If requested or required, formal written goals and objectives will be submitted to the evaluator for approval;
  - ☐ A review of the employee's overall duties and responsibilities upon which primary focus will be given for professional growth and improvement;
  - ☐ Types of assessment that may be utilized to measure student growth;
  - ☐ Possible optional and creative methods which employee and evaluator may wish to incorporate into the evaluation such as self-evaluation, peer evaluation, etc. Such optional methods should only be utilized with mutual consent of both parties.
- ☐ The written evaluation must be transmitted to the certificated employee no later than thirty (30) calendar days before the end of the indicated school year and the final conference must be conducted before the last day of school. The results of all documented observation(s) shall be reflected in the evaluation of the employee. The employee shall have the right to representation during the evaluation conference.

_____ _____

Evaluator Signature Date Completed

_____ _____

Employee Signature Date Completed

3.31.22 Negotiated Revision

Turlock Unified School District
Pre-Observation Conference Form
for Formal Observation

Certificated Employee: _____ School Year: _____

Evaluator: _____ Site: _____

Status: ☐ Intern ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Please answer these questions and bring the completed form to your pre-observation conference.

1. What Common Core State Standards, or other curriculum standards, will you be teaching in this lesson?

2. What do you expect your students to learn by the end of this lesson?

3. What activities will you and your students be doing?

4. How will you know if your lesson is successful?

5. In my lesson, I would like you to focus on the following area that I am working on:

Please have the following items available on the day of observation:

_____ _____
Certificated Employee Signature Date

_____ _____
Evaluator Signature Date

TURLOCK UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM

Date: _____

Employee: _____ Evaluator: _____

Temporary ☐ Probationary ☐ Permanent ☐

Grade Level/Subject: _____ Status: Support Plan ☐ EIP 1 ☐ EIP 2 ☐

Number of Years in District: _____ Number of Years in Assignment: _____ School Site: _____

PERFORMANCE RATINGS BASED ON THE CALIFORNIA STANDARDS OF THE TEACHING PROFESSION (Ed. Code §44661.5)

1. **Satisfactory:** This rating demonstrates acceptable performance.
2. **Area of Concern:** This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the immediate supervisor.
3. **Unsatisfactory - Does Not Meet Standards:** This rating demonstrates unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

Standard 1 - Engaging & Supporting All Students in Learning ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

1.A Plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.
1.B Elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.
1.C Meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.
1.D Responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.

Summative Statement:

Standard 2 - Creating & Maintaining Effective Environments for Student Learning ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

2.A Guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.
2.B Communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.
2.C Organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.
2.D Build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.

Summative Statement:

Standard 3 - Understanding & Organizing Subject Matter for Student Learning ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

3.A Identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.
3.B Engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.
3.C Design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.
3.D Elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.
3.E Select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

Summative Statement:

Standard 4 - Planning Instruction & Designing Learning Experiences for all Students ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

4.A Shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
4.B Use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.
4.C Advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.
4.D Vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.

Summative Statement:

Standard 5 - Assessing Students for Learning ☐ Satisfactory ☐ Area of Concern ☐ Unsatisfactory

5.A Understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.
5.B Apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.
5.C Engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.
5.D Individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

Summative Statement:

Standard 6 - Developing as a Professional Educator ☐ Satisfactory ☐ Area of Concern ☐ Unsatisfactory

6.A Continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
6.B Amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student-including historically and persistently under served students-to reach identified goals.
6.C Collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.
6.D Collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.
6.E Demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.
6.F Strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.
6.G Cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

Summative Statement:

Commendations and recommendations must include those relative to the Standards:

Commendations:

Recommendations:

Summative Evaluation Performance Rating ☐ **Satisfactory** ☐ **Area of Concern** ☐ **Unsatisfactory**

- One (1) area of concern performance rating in any of the six (6) Standards will result in a satisfactory summative evaluation performance rating.
- An area of concern performance rating in two (2) to four (4) of the Standards will result in an area of concern summative evaluation performance rating.
- An area of concern performance rating in five (5) to six (6) of the Standards will result in an unsatisfactory summative evaluation performance rating.
- An unsatisfactory performance rating in any of the six (6) Standards will result in an unsatisfactory summative evaluation performance rating.

Evaluator **Date**

Employee: **Date**

(This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation within ten working days.) ***A signature on this evaluation does not necessarily signify agreement with the evaluation.***

Employee eligible for five-year evaluation cycle **Yes** **No**

Both parties agree to a five-year evaluation cycle **Yes** **No**

Evaluator **Date** **Employee** **Date**

Next evaluation due date:_____

____ **Support Plan required**

____ **Employee Improvement Plan - Year 1 Required** **Employee Improvement Plan - Year 2 Required**

Evaluator **Date** **Employee** **Date**

Signatures acknowledge discussion has been held outlining processes, supports, and requirements related to an improvement plan as designated above (Refer to Article 9).

Turlock Unified School District

Turlock Unified School District
Counselor Evaluation Form

Date: _____

Employee: _____ Evaluator: _____

Grade Level/Subject: _____ Status: Temporary ☐ Probationary ☐ Permanent ☐
Support Plan ☐ EIP 1 ☐ EIP 2 ☐

Number of Years in District: _____ Number of Years in Assignment: _____ School Site: _____

PERFORMANCE RATINGS BASED ON THE CALIFORNIA STANDARDS OF THE SCHOOL COUNSELING PROFESSION

1. **Satisfactory:** This rating demonstrates acceptable performance.
2. **Area of Concern:** This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the immediate supervisor.
3. **Unsatisfactory - Does Not Meet Standards:** This rating demonstrates unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

Standard 1 – ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

1.1 Ensure all students are engaged in a system of support designed for learning and academic success.
1.2 Advocate for educational opportunity, equity and access for all students.
1.3 Advocate for the learning and academic success of all students.
1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies.

Summative Statement:

Standard 2 – PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

2.1 Demonstrate organization skills
2.2 Develop outcome-based programs
2.3 Assess program outcomes and analyze data
2.4 Demonstrate leadership in program development

Summative Statement:

Standard 3 – UTILIZE MUTLTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHEIVEMENT

☐ Satisfactory ☐ Area of Concern ☐ Unsatisfactory

3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement.
3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career goals.
3.3 Monitor student personal, academic, and career progress.

Summative Statement:

Standard 4 – COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

☐ Satisfactory ☐ Area of Concern ☐ Unsatisfactory

4.1 Build and maintain student support teams for student achievement.
4.2 Provide consultation and education for teachers and parents.
4.3 Develop working relationships within the school that include school staff members, parents, and community members.
4.4 Coordinate support from community agencies.

Summative Statement:

Standard 5 – PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

5.1 Promote a positive, safe, and supportive learning environment.
5.2 Develop and implement programs that address the personal and social risk factors of students.
5.3 Develop and implement programs that reduce the incidence of school site violence.
5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.

Summative Statement:

Standard 6 – DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

6.1 Establish professional goals and pursue opportunities to improve.
6.2 Model effective practices and continuous progress in school counseling.
6.3 Adhere to professional codes of ethics, legal mandates, and district policies.

Summative Statement

Commendations:

Recommendations:

Summative Evaluation Performance Rating ☐ **Satisfactory** ☐ **Area of Concern** ☐ **Unsatisfactory**

- One (1) area of concern performance rating in any of the six (6) Standards will result in a satisfactory summative evaluation performance rating.
- An area of concern performance rating in two (2) to four (4) of the Standards will result in an area of concern summative evaluation performance rating.
- An area of concern performance rating in five (5) to six (6) of the Standards will result in an unsatisfactory summative evaluation performance rating.
- An unsatisfactory performance rating in any of the six (6) Standards will result in an unsatisfactory summative evaluation performance rating.

Evaluator **Date**

Employee: **Date**

(This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation within ten working days.) ***A signature on this evaluation does not necessarily signify agreement with the evaluation.***

Employee eligible for five-year evaluation cycle ___ **Yes** ___ **No**

Both parties agree to a five-year evaluation cycle ___ **Yes** ___ **No**

Evaluator **Date** **Employee** **Date**

Next evaluation due date:_____

____ **Support Plan required**

____ **Employee Improvement Plan - Year 1 Required** ____ **Employee Improvement Plan - Year 2 Required**

Evaluator **Date** **Employee** **Date**

Signatures acknowledge discussion has been held outlining processes, supports, and requirements related to an improvement plan as designated above (Refer to Article 9).

5.19.22 Negotiated Revision

TURLOCK UNIFIED SCHOOL DISTRICT
NURSE EVALUATION FORM

Date: _____

Employee: _____ Evaluator: _____

Temporary ☐ Probationary ☐ Permanent ☐

Grade Level/Subject: _____ Status: Support Plan ☐ EIP 1 ☐ EIP 2 ☐

Number of Years in District: _____ Number of Years in Assignment: _____ School Site: _____

PERFORMANCE RATINGS BASED ON THE CALIFORNIA STANDARDS OF THE AMERICAN NURSING ASSOCIATION
School Nurses/LVNs provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

1. **Satisfactory:** This rating demonstrates acceptable performance.
2. **Area of Concern:** This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the immediate supervisor.
3. **Unsatisfactory - Does Not Meet Standards:** This rating demonstrates unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

Standard 1 - KNOWLEDGE ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

- ☐ Assessment--Collects and analyzes comprehensive data pertinent to the student's health or the situation.
- ☐ Diagnosis--Analyzes assessment data to determine the nursing diagnoses and issues.
- ☐ Outcomes Identification--Identifies expected outcomes for a plan that is individualized to the student or the situation.
- ☐ Planning--Develops a plan that prescribes strategies and alternatives to attain expected outcomes.
- ☐ Implementation--Implements and documents the identified plan using evidenced-based interventions.
- ☐ Evaluation--Evaluates progress toward attainment of outcomes.
- ☐ Attains knowledge and competency that reflects current nursing practice.

Standard 2 - PROGRAM ☐Satisfactory ☐ Area of Concern ☐Unsatisfactory

- ☐ Conducts/completes mandated health screening programs.
- ☐ Implements needed health programs, policies, and procedures in accordance with district board policy.
- ☐ Safely develops, implements, and performs health-related procedures documented in an individualized health care plan.
- ☐ Coordinates health care delivery.
- ☐ Implements 504 plans, IEP's Student Success Team plans (SST) and individual health plans.
- ☐ Orients, trains, documents, and assesses competency of licensed and unlicensed personnel on health care procedures.
- ☐ Provides health education and employs strategies to promote health and a safe environment.

Standard 3 - COMMUNICATION ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

- ☐ Communicates effectively with agencies or schools (such as providing work schedule to supervisor and all assigned schools)
- ☐ Establishes positive rapport with staff, students, families, colleagues, and community stakeholders.
- ☐ Conducts self in a professional manner when communicating verbally or in writing.
- ☐ Collaborate with other members of the interdisciplinary team to develop IHCP, IEP and 504's.

Standard 4 - SUPPORT ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

- ☐ Serves as the health education resource person and demonstrates best practices and evidence-based criteria.
- ☐ Assists the client and family in identifying and securing appropriate services to address concerns and refers as needed.
- ☐ Works effectively with staff to provide support for children with special health needs and revises plans as needed.
- ☐ Assesses signs and symptoms of communicable disease and provides effective direction.
- ☐ Implements and enforces communicable disease policies in collaboration with public health department.
- ☐ Provides education to staff, students, or community related to health promotion measures according to school health plan.

Standard 5 – DEVELOPING AS A PROFESSIONAL ☐ Satisfactory ☐ Area of Concern ☐Unsatisfactory

- ☐ Utilizes the best available evidence, including research findings to guide practice decisions.
- ☐ Actively participates in research activities at various levels appropriate to the school nurse's education and position.
- ☐ Maintains clinical skills and knowledge that promote professional growth.
- ☐ Participates in identifying, collecting, analyzing, and formulating recommendation to improve school nursing practice.

Commendations and recommendations must include those relative to the Standards:

Commendations:

Recommendations:

Summative Evaluation Performance Rating ☐ **Satisfactory** ☐ **Area of Concern** ☐ **Unsatisfactory**

- One (1) area of concern performance rating in any of the five (5) Standards will result in a satisfactory summative evaluation performance rating.
- An area of concern performance rating in two (2) to three (3) of the Standards will result in an area of concern summative evaluation performance rating.
- An area of concern performance rating in four (4) to five (5) of the Standards will result in an unsatisfactory summative evaluation performance rating.
- An unsatisfactory performance rating in any of the five (5) Standards will result in an unsatisfactory summative evaluation performance rating.

_____ _____

Evaluator **Date**

_____ _____

Employee: **Date**

(This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation within ten (10) working days.) ***A signature on this evaluation does not necessarily signify agreement with the evaluation.***

Employee eligible for five-year evaluation cycle ___ **Yes** ___ **No**

Both parties agree to a five-year evaluation cycle ___ **Yes** ___ **No**

_____ _____

Evaluator **Date** **Employee** **Date**

Next evaluation due date:_____

____ **Support Plan required**

____ **Employee Improvement Plan - Year 1 Required** ____ **Employee Improvement Plan - Year 2 Required**

_____ _____

Evaluator **Date** **Employee** **Date**

Signatures acknowledge discussion has been held outlining processes, supports, and requirements related to an improvement plan as designated above (Refer to Article 9).

Turlock Unified School District

Turlock Unified School District
Certificated Support/Improvement Plan

Employee: _____ School Year: _____

Evaluator: _____ Site: _____

Grade Level/Subject: _____ Date: _____

Consulting Teacher (if applicable): _____

Status: ☐ Support Plan ☐ EIP Year 1 ☐ Revision ☐ EIP Year 2

Teaching Standard	
1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	
Recommendations/Expectations:	Action Plan:
2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	
Recommendations/Expectations:	Action Plan:
3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	
Recommendations/Expectations:	Action Plan:

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	
Recommendations/Expectations:	Action Plan:
5. ASSESSING STUDENT LEARNING	
Recommendations/Expectations:	Action Plan:
6. DEVELOPING AS A PROFESSIONAL EDUCATOR	
Recommendations/Expectations:	Action Plan:

Evaluator Signature _____ Date _____

Certificated Employee Signature _____ Date _____

Consulting Teacher Signature _____ Date _____

Signatures above signify this plan has been created and reviewed

Turlock Unified School District

Turlock Unified School District
Counselor Support/Improvement Plan

Employee: _____ School Year: _____

Evaluator: _____ Site: _____

Grade Level/Subject: _____ Date: _____

Consulting Teacher (if applicable): _____

Status: ☐ Support Plan ☐ EIP Year 1 ☐ Revision ☐ EIP Year 2

Teaching Standard	
1. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING	
Recommendations/Expectations:	Action Plan:
2. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS	
Recommendations/Expectations:	Action Plan:
3. UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPORVE STUDENT BEHAVIOR AND ACHIEVEMENT	
Recommendations/Expectations:	Action Plan:

4. COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES	
Recommendations/Expectations:	Action Plan:
5. PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS	
Recommendations/Expectations:	Action Plan:
6. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR	
Recommendations/Expectations:	Action Plan:

Evaluator Signature _____ Date _____

Certificated Employee Signature _____ Date _____

Consulting Teacher Signature _____ Date _____

Signatures above signify this plan has been created and reviewed

APPENDIX C

Turlock Unified School District

APPLICATION FOR THE APPROVAL OF COLLEGE UNITS FOR ADVANCEMENT ON THE SALARY SCHEDULE

To be completed and submitted to site Administrator PRIOR to enrolling in course(s)

Name of Applicant:_____

Site Assignment _____ Grade or Subject Taught:_____

College or University:_____ City/State:_____

Registration Date:_____ Class Dates from: _____ to _____

- Attach a course description for each class listed.
- Units earned through conferences, classes, workshops, and courses paid for with district funds and/or attended during contract time will **not** be eligible for salary advancement.
- Limited to 15 post B.A. semester units in a fiscal year July 1-June 30 (units may accrue over more than one year)
- Keep a copy of this form for your records.

The district supports many professional development events that are in line with the LCAP and provide ongoing professional growth and development for educators, but not all qualify for salary advancement.

See Article 5, Section 5.13 of the TUSD-TTA collective bargaining agreement for more specific information related to the following criteria:

a. ***Graduate level course***
b. ***Other coursework, training or conferences in person or virtual that will enhance job performance or effectiveness.***

Please submit a copy of your professional growth plan to site administration with your request.

Course Number	Course Title	Semester Unit/ Hours	CSTP	LCAP Goal	Applied toward advance degree/credential

How will taking the course(s) above enhance job performance or effectiveness?

_____
_____
_____
_____
_____

Approved by:_____ Date:_____
(School Principal)

❑Ed Services Reviewed: _____ Date: _____

❑Cabinet Approved: _____ Date: _____

❑Not Approved:_____ Date:_____

SIGNATURES

Anthony Silva, President
Board of Trustees
Turlock Unified School District

Meredith Pimentel
President
Turlock Teachers Association

Jennifer Collins
Lead Negotiator
Turlock Teachers Association

David Lattig
Secretary to the Board of Trustees
Turlock Unified School District

Joseph Silveira
Assistant Superintendent
Human Resources
Turlock Unified School District

This Agreement was ratified by the Turlock Unified School District Board of Trustees and the Association on March 17, 2026.