COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

Turlock Unified School District

AND

TFCE
Turlock Federation of Classified Employees, Local 2424A

July 1, 2025 - June 30, 2028

4/2026

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ARTICLE I

AGREEMENT

1. **Agreement.** This Agreement is made and entered into this 9th day of April, 2026, by and between the Turlock Unified School District, hereinafter referred to as the "District," and the Turlock Federation of Classified Employees hereinafter referred to as the “Federation." The Federation and District together shall hereinafter be referred to as the “Parties”. The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Parties. This Agreement is entered into pursuant to Chapter 10.7, Section 3540 - 3549.3 of the Government Code of the State of California.

2. **Duration**. The three (3) year Agreement shall remain in full effect from July 1, 2025, up to and including June 30, 2028. There shall be annual re-openers for Article VII – Salaries & Benefits and the Parties shall select up to two (2) additional re-openers for the 2026-2027 and 2027-2028 fiscal years. Additional re-openers may be selected by mutual agreement. The Successor Agreement for the subsequent three (3) fiscal years shall commence during the 2028-2029 fiscal year upon ratification.

3. **Change in Law**. If there is a change in state or federal law after the ratification of this agreement which results in a direct and irreconcilable conflict with any specific and express term of this Agreement, either Party may request to negotiate over the affected specific and express term.

4. By mutual agreement and verification by the Parties, non-substantive changes that do not impact terms and conditions of employment may be made to the Agreement prior to the contract being printed for mass distribution (Example: changing TC-AFT to TFCE).

5. The purpose of this Agreement is to facilitate the improvement of personnel management and employer-employee relations and to provide equitable and collaborative procedures for the resolution of differences and to establish rates of pay and other terms and conditions of employment.

ARTICLE II

RECOGNITION

1. **Exclusive Representative**. The District hereby recognizes the Federation as the exclusive representative for the purpose of the Rodda Act (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7) for all classified employees included within the Office Technical and Business Services Unit.

2. **Unit Composition**. The unit shall include all classified employees in the major groupings of Secretarial, Clerical, and Technology Services. Specifically, the unit shall include the following positions:

   Activities Account Clerk, Activities Account Technician, Administrative Secretary I, Administrative Secretary II, Administrative Secretary – Technology, Asst. AV/Textbook Clerk, Attendance Clerk I, Attendance Clerk II, Administrative Secretary II/TK-8, Attendance Specialist, AV/Textbook Clerk, Cafeteria Account Technician, Community Liaison, Computer Center Technician, Coordinator-Library Resources, Data & Information Analyst, Data Processing Technician, Data Systems Coordinator, Data Systems Coordinator-Special Education, District Accounts Payable Specialist, District Accounting Technician, Duplicating Aide, Duplicating Technician, ELOP Site Technician, Health Technician, Instructional Media Center Aide, Instructional Services Center Technician, Lead Technology Support Specialist, Library Clerk, Library Technician, Licensed Vocational Nurse, Purchasing Specialist, Registrar, School Secretary/Independent Study, Secretary I, Secretary II, Secretary II-Head Start, Secretary III, Secretary III/Registrar TAS, Technology Applications Specialists, Technology Support Specialist, Technology Support Specialist-Help Desk, Typist Clerk, and Typist Clerk-Head Start.

3. **Exclusions**. The bargaining unit shall exclude all management, supervisory, confidential, short-term employees who serve less than 75% of the year (195 days, E.C. 45103), and all other classified employees whose positions are not identified in Article II, section 2.

4. **Determination**. The determination of management, confidential, or supervisory employees shall be made by the District. Disputed designations shall be made by the PERB.

ARTICLE III

DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and contract out work on a temporary basis which does not cause the displacement of school District employees and which cannot reasonably be performed by current District employees in the normal course of their duties or through a reasonable amount of overtime.

   *Displacement: Causing a unit member to be laid off, transferred, reassigned, demoted, or having a reduction in hours.

   The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the law, and shall not be subject to the Grievance Procedure of the Agreement. This Article shall not be used, however, to violate the provisions of any other Article of this Agreement.

ARTICLE IV

FEDERATION RIGHTS

1. **Bulletin Boards.** The Federation shall have access to the use of the space of the official bulletin boards designated at each District facility for posting notices of its activities. Any notice posted pursuant to this section shall contain Federation identification and shall be dated.

2. **Distribution.**

2.1 **Use of District Mail System**. The Federation may make general distribution of materials to bargaining unit employees in employees' mailboxes and other means of communication maintained by the District. The Federation will distribute such materials using its own staff. Any materials so distributed shall be clearly identified as to source.

2.2 **Mailboxes.** Bargaining unit members shall have a designated mailbox centrally located at the employee work site. A reasonable effort shall be made to provide each unit member with an individual mailbox.

3. **Use of District Facilities.**

3.1 **Federation Meetings**. The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations and that arrangement for such use shall be made in accordance with District procedures for assigning meeting rooms.

4. **Distribution of Contract**. The District shall notify each bargaining unit employee of the online availability through the TUSD website of this Agreement and any addendum(s) and shall provide each new hire, subsequent to the effective date of this Agreement, one (1) copy of this Agreement and any addendum(s). Contracts and addendum(s) will be provided upon request.

5. **Classified In-Service Training.** The District shall provide the Federation with appropriate in-service training when necessary. Additionally, the District may collaborate with the Federation to plan and provide voluntary training opportunities on the designated certificated professional development day within the school year. Such training shall be conducted during regular work hours, and the topics shall be designed to enhance professional skills. Employees will not receive additional compensation for attending a voluntary training session.

6. **Release Time.**

6.1 **Meetings.** The Federation shall have the right to reasonable release time for the purpose of meeting and negotiating with the District and for the purpose of processing grievances. The District shall provide release time for five (5) representatives to meet and negotiate with the District in compliance with the EERA.

6.2 **Release time**. The District shall grant no more than fifty-six (56) hours of paid leave per year, to be allocated among Federation Officers, to attend to Federation business. Three (3) working days written notice will be given to the appropriate manager/supervisor from the classified President of the Federation. The District may grant another one hundred (100) hours of leave per year, to be allocated among all Federation members, to attend to Federation business. However, the Federation shall pay for the cost of the leave (e.g. substitutes).

7. **Right of Review.**

7.1 **Copies of Reports**. The Federation shall have the right to receive, upon written request one (1) copy of written reports that are public record, in accordance with State law. The District may charge the Federation for material costs associated with the production of requested material for multiple copies.

7.2 **Board Minutes and Agendas.** The District will post online, through the TUSD website, the agenda and minutes of Board meetings including all attachments and supporting documents except for documents of a confidential and or privileged nature as identified in the Brown Act. The posted minutes and agendas will be available at the same time and in the same form as those furnished to the Board of Trustees.

7.3 **District Policy and Procedures Manual**. The District Policy and Procedures Manual will be made available online through the TUSD website.

7.4 **Response to Requests**. The District will furnish all prepared written materials requested by the Federation within ten (10) working days. For materials not in written form, the District will respond in writing as to the availability and probable date of distribution.

8. **Dues Deduction.**

8.1 **Collection of Dues.** The District shall deduct, on a monthly or other mutually agreed upon basis, without charge, from the pay of those employees covered by this Agreement, who have affirmatively consented to be a Federation member, the Federation dues and any other plans or programs designated by the Federation. The District shall recognize the Federation President or the Treasurer as the sole authorized signatories for the implementation, modification, or termination of member dues. All proposed adjustments to the dues structure must be submitted in writing to the District for processing.

8.2 **Forwarding of Dues.** The total amount of dues deducted, together with a list of Federation members from whose pay the dues were deducted, shall be forwarded by the District to the Federation on a monthly basis.

8.3 **Changes by Written Notice.** If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least

thirty (30) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

8.4 **Salary Adjustment Reporting.** Upon request, the District shall notify the Federation, in writing, of any adjustments or changes to the base annual salary of bargaining unit members for the express purpose of maintaining current and accurate dues records.

9. **Hold harmless clause:** The Federation shall identify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from this Agreement.

10. **Member Notification.** The District shall make a reasonable effort to notify the Federation President and/or Treasurer within five (5) days after Board approval if any member is reassigned, transferred, demoted, promoted, retired, placed on the thirty-nine (39) month rehire list, resigns, or is terminated.

Within thirty (30) calendar days of hire, the District shall electronically provide the Federation with the following information for any newly hired bargaining unit employees:

a. Name
b. Job Title
c. Department
d. Work location
e. Work telephone number
f. Home and personal cellular telephone numbers
g. Personal email address
h. Home address
i. Employee ID
j. Hire date
k. Base annual salary

The Federation agrees to indemnify the District in the event of a Federation data breach in which the information provided by the District is compromised. The District shall be notified by the Federation as soon as feasible regarding any such data breach.

10.1 **Periodic Update of Member Information.** The information in a-k above (Member Notification) shall be electronically provided to the Federation every 120 days or tri-annually (three (3) times per year) commencing on or about the last working day in September, January, and May for all employees. The Federation and the District may waive this provision by mutual agreement to accommodate additional information requests outside of the stated timeline.

The District shall not be required to provide an employee's home or personal cellular telephone number or personal email address to the Federation if the employee does not provide such information to the District, 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 [this pertains to victims of domestic violence, sexual abuse and stalking].

11. **New Employee Orientation.** The District shall inform the Federation of any upcoming new employee group orientations at least ten (10) working days in advance of these meetings. The new employee orientations shall be held once per month as scheduled by the District (August through May) during established business hours. The Federation shall be given up to one (1) hour to make presentations and provide written materials to employees participating in such orientations immediately after the District presents its information. The District shall also include a membership authorization form along with the welcome kit, provided by the Federation, in all new hire packets. Release time shall be provided to Federation representatives during the regular work day.

12. **Savings Clause.** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within forty-five (45) business days of the invalidation.

ARTICLE V

NON-DISCRIMINATION

1. The District and Federation agree not to discriminate against any unit member on the basis of race, color, creed, national origin, religion, sex, pregnancy, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, veteran status, job status, or physical disability. The District and the Federation agree to comply with all federal and state laws regarding non-discrimination. Further, the District agrees not to discriminate against an employee because of his/her membership in the Federation or because of the exercise of his/her rights under District written rules, the law, and this Agreement.

ARTICLE VI

HOURS OF WORK

1. **Workweek.** The normal workweek for employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis, nor bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

2. **Workday.** The length of the workday shall be determined by the District for all classified assignments. Each employee shall be assigned to a fixed, regular and ascertainable number of hours per day, days per week, days per year, and months per year.

   2.1 The District may initiate a change in an employee's work schedule not to exceed forty-five (45) minutes either before or after the employee's current work schedule. Changes to employees' work schedules shall require a minimum notice of five (5) calendar days. By mutual agreement between the employee and the District, the five (5) day notice requirement may be waived.

   2.2 Employees contracted for more than 196 work days shall have the right to propose adjustments to their individual work calendars after initial approval, provided such changes do not occur on scheduled student instruction days. Any modifications shall require prior approval and mutual agreement between the employee and the District or site administrator.

3. **Lunch periods.** Employees assigned to a work day of four hours or more shall be entitled to a duty free lunch period as assigned by their administrator. The length of time for such lunch breaks may be for a period of no longer than sixty (60) minutes and no less than thirty (30) minutes. Lunch periods shall be scheduled for full-time employees at or approximately at the midpoint of each work shift. Lunch periods shall not be considered part of the regular workday. The immediate administrator shall determine the number of employees scheduled to be off for meal periods at any one time. Specific times for lunch breaks may be assigned if duties of the position require staff to be present at all times to achieve proper coverage of office/department duties. Lunch periods shall not be combined with breaks/rest periods or moved to the end of the workday for early dismissal.

4. **Rest periods**. Employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked, or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay of the employee. The immediate administrator shall determine the number of employees to be off for rest periods at any one time. Specific times for rest periods/breaks may be assigned if duties of the position require staff to be present at all times to achieve proper coverage of office/department duties.

The following list represents the rest period(s) hourly employees are entitled to:

Hours	AM break	Lunch Minimum	PM break
2 hours*	NA	NA	NA
3 hours*	NA	NA	NA
3.5 hours**	15 min.	NA	NA
3.75 hours**	15 min	NA	NA
4 hours	15 min.	30 min.	NA
5 hours	15 min.	30 min.	NA
6 hours	15 min.	30 min.	NA
7 hours	15 min.	30 min.	NA
8 hours	15 min.	30 min.	15 min.

*Employees working less than 3.5 hours are not entitled to a rest period.
NA – Not Applicable
** One 15 min. break AM or PM
Note: Overtime breaks/rest periods will be granted in the same manner as stated above.

5. **Overtime.** All authorized time worked in excess of eight (8) hours per day, or forty (40) hours per week shall be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay.

   If the District establishes a workday of less than eight (8) hours but seven (7) hours or more, and a workweek of less than forty (40) hours but thirty-five (35) hours or more for all employees in a classification, all time worked in excess of the established workday or workweek for employees in that classification shall be deemed to be overtime.

   All hours worked by an employee on any holiday designated by this Agreement shall be compensated at time and one-half the regular rate of pay, excluding regular pay received for the holiday.

   For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee. An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workday at the overtime rate. An employee having an average workday of less than four (4) hours during a workweek shall have any work required to be performed on the seventh day following the commencement of his workweek shall be compensated at the overtime rate.

6. **Minimum call back time**. Any employee who is called back to work after the completion of the normal workday or called back to work on a day when the employee is not scheduled to work shall be compensated for all hours worked at the appropriate rate of pay, but not less than one and one-half hours (1 ½) at the overtime rate.

7. **Shift differential.** Employees who are assigned to the swing shift, commencing at approximately 2:00 p.m. or after, shall be provided a paid meal period of thirty (30) minutes during the eight hour shift.

8. **Overtime distribution.** Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department.

9. **Hours in paid status/seniority**. For all employees hired on or before June 30, 1988, seniority shall be determined by the hours in paid status which were effective as of June 30, 1988. For all employees hired after July 1, 1988, seniority shall be determined totally by date of hire and not by "hours in paid status." This definition of seniority shall supersede any other references in the Agreement to "hours in paid status" or "seniority." In any and all articles of this Agreement, where "hours in paid status" is used to define seniority, the definition in this Article shall be used to determine actual seniority in that position.

10. **Increase in hours**. When additional hours are assigned to a part-time position on a regular basis, the assignment shall be posted. The District shall review the experience and the demonstrated skills of the applicants as evidenced by previous evaluations and direct observations of the administrator to determine which applicant is most qualified. In the event that two (2) or more applicants are found to be equally qualified, the increase in hours shall be granted to the applicant with the greater overall hours in paid status or seniority per Section 9 above. If equally qualified applicants have equal seniority, the decision shall be made by lot.

11. **Adjustment of assigned time**. Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

12. **Summer Assignments.** When work normally and customarily performed by employees is available (Summer School/Extended School Year) to be performed at times other than during the regular academic year (August-June), the work shall be offered to regular employees in the appropriate classification as provided in this section. Employees covered by this contract shall have priority for Summer School/Extended School Year positions.

    12.1 **Application process.** The District will post notices for anticipated vacancies for summer assignments prior to the close of each school year. Employees seeking summer employment shall file applications with the District, indicating preference in assignments and listing their qualifications for the assignments. If assignments are available in classifications which contain ten (10) month or school term employees, employees in those respective classifications shall be offered summer school/extended school year employment in their classification based on accumulated hours in paid status or seniority. If the incumbent is offered the summer assignment but declines the position the assignment will be offered to the most senior applicant serving in the classification.

    Employees applying for and accepting summer school positions shall make a commitment to work in the position for the entirety of the specified program. When extenuating

circumstances exist which prohibit employees from fulfilling their commitment to the program, a Human Resources administrator shall have the sole discretion to review the circumstances and grant final approval for splitting assignments.

12.2 **Review.** The District shall review the experience and the demonstrated skills of the applicants as evidenced by previous evaluations and observations of supervisors, previous education and training, and previous occupational experiences. Written and oral examinations may also be administered when appropriate. If two or more applicants are determined to be equally qualified, the applicant with the greater overall seniority shall be granted the position. In the event that equally qualified applicants have an equal amount of seniority, the decision shall be made by lot.

The District shall retain the right to offer summer assignments exclusively to employees who are in good standing with the District during the current year and prior year. Good standing with the District shall include but is not limited to satisfactory employee evaluations, record of positive attendance, and the absence of any pending investigations and/or discipline etc.

12.3 **Rate of Pay.** An employee who accepts such an assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular assigned year. No employee shall be required to accept such an assignment that is not so regularly assigned.

ARTICLE VII

SALARIES AND BENEFITS

1. **Salary**. The District remains committed to attracting and retaining employees and recognizes their important contributions in supporting a positive educational environment for all students.

Every bargaining unit position shall be placed in a classification. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification provided for in the TFCE Salary Schedule (Appendix A).

1.1. Salary Increase: For the 2025-2026 school year, the 2024-2025 Salary Schedules for TFCE shall be increased by two percent (2%) for base contract pay only 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 May 31, 2026 payroll. The retroactive salary payment will be made no earlier than the June 30, 2026 payroll.

The District's proposed two percent (2%) increase constitutes a total compensation package. For purposes of this agreement, "total compensation" is defined as any cost incurred by the District as a result of new or modified contract language, including but not limited to salary, benefits, leaves, stipends, or any other provision with a fiscal impact.

In the event another bargaining unit receives a total compensation increase as defined as the combined percentage value of increased contribution to health and welfare benefits, one time cash payments, or salary schedule increases greater than TFCE, the District shall grant TFCE the same total compensation percentage or one time offer for the 2025-2026 contract negotiations.

1.2. Exceptions: For purposes of this agreement, a "Salary Increase" does not include:

a) Adjustments made to address recruitment or retention challenges for specific positions within the bargaining unit, or

b) Updates to job descriptions negotiated separately, or

c) Compensation for additional work, including but not limited to additional days, hours, or minutes required to be worked.

1.3. Anniversary Date. The anniversary date for classified employees shall be July 1. Each employee may be eligible to advance to the next step of their classification July 1, provided that the employee was in paid status on January 1 of the preceding fiscal year. When an employee is promoted or reclassified to another position, the employee may advance to the next salary step on July 1 following the promotion or reclassification if the employee was in paid status as defined above. (*For example, if an employee is promoted or reclassified, the employee may advance to the next salary step with no loss of earned longevity).*

2. **Health and welfare benefits**. The District offers Health and Welfare Benefits to all benefit-eligible bargaining unit members. In order to participate, eligible bargaining unit members must work at least half-time (4 hours per day).

2.1. Participation: Participation in District-provided Health and Welfare benefits is voluntary. Medical, vision, and dental insurance benefits are separate plans. Therefore, eligible bargaining unit members may elect to participate in one (1) or more of these benefit plans.

2.2. Annual Allotment: The District will pay a maximum annual uniform benefit cap of $12,000.00 ($1,000.00 per month on a 12-month basis) for eligible bargaining unit members who participate (as the policy holder/subscriber) in the District's health and welfare benefit plans; bargaining unit members shall be responsible for all remaining premium costs. A bargaining unit member's share of plan costs shall be paid monthly by voluntary payroll deduction. The maximum annual uniform benefit cap(s) for employees and their dependents shall be as follows:

- Employee only: $12,000.00
- Employee + 1: $12,000.00
- Employee + Family: $12,000.00

2.3. Health Benefit Cash In Lieu Option. Benefit-eligible TFCE employees who choose not to enroll in a District-provided health plan may cash out their Health Benefit cap, provided they submit proof of alternate insurance annually and complete the District-provided Declination of Coverage form. The cash-out amount is as follows:

- Employees hired prior to July 1, 2016: $3,467.00 per year.
- Employees hired on or after July 1, 2016: $3,000.00 per year.

3. **Paychecks**. Regular paychecks of employees shall be itemized to include all authorized deductions jointly agreed upon by TFCE and the District. Employees shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Classified employees working ten (10) or eleven (11) months shall be paid over a twelve (12) month period in twelve (12) equal installments. Classified employees working in a year-round position shall be paid over a twelve (12) month period in twelve (12) equal installments. Deductions for absences, such as payroll deduction and differential, shall be deducted from payroll warrant for the month in which the absences occur or the month immediately following.

4. **Payroll errors**. Any payroll check which contains an error resulting in insufficient payment for an employee shall be replaced and/or a supplemental check issued. The District shall make a good faith effort to have the check issued not later than five working days following notice by the employee to the payroll department. When a payroll error results in overpayment to an employee, the parties will adhere to the provisions of Education Code section 44042.5, which provides a process for school employers to recover wage overpayments made to their employees.

5. **Promotion.** An employee who is promoted to a higher classification shall be guaranteed a minimum of 5% salary increase. Any employee who is not selected for promotion is entitled to a written explanation from the Superintendent's designee upon request. There shall be a six month probationary period following all promotions. However, permanent employees who do not

satisfactorily complete their probationary period following a promotion shall be reinstated to their previous permanent position.

6. **Reclassification Procedures.** Reclassification shall only occur by mutual agreement between the District and the Federation and under the following conditions:

6.1 **Definition:** Reclassification refers to the process of evaluating and upgrading of a position when the duties, responsibilities, and scope of work assigned to that position have substantially changed over time, and now exceeds the scope of the current job description. As such, requests based solely on increased workload, employee tenure, or anticipated future responsibilities will not be considered.

6.2 **Criteria for Reclassification Request:** Any request for reclassification must meet one or more of the following criteria:

- the essential functions, duties, and/or scope of work assigned to that position have substantially changed over a period of at least two (2) years and now exceed the scope of the current job description
- there is a permanent accretion of duties assigned to the position over an extended period of time that are more aligned with duties assigned to positions in higher classifications
- the qualifications of a position have changed significantly due to an identified need requiring different skills or certifications
- the work required cannot be distributed to another position whose job description includes the completion of the duties and the duties are ongoing and essential to the position

6.3 **Requests for Reclassification:** All reclassification requests must be submitted in writing to the Federation. Employees requesting a reclassification review shall complete and submit a reclassification request form to their administrator and the Federation President for initial review. Such requests must include a written statement from the employee on how the request meets criteria for reclassification as outlined above and supporting documentation. The Federation President will determine whether to submit the request to the District. Requests that meet one or more criteria shall be submitted to the Human Resources Department during the designated period of September 1st through November 30th annually. If a reclassification request is denied, it shall be eligible for resubmission no sooner than two (2) years from the date of the original denial.

6.4 **Review Process:** The Director of Human Resources and the Federation President will review eligible reclassification requests in a scheduled meeting in January. During this review, they will evaluate the documentation provided, request additional information if necessary, and may interview relevant employees. They may recommend reclassification if warranted or suggest alternative adjustments, such as workload redistribution or updates to the job description. In some cases, a new job title and job description may be necessary. Reclassification requests that meet criteria shall be referred to the Reclassification Committee. The reclassification committee will be made up of three (3) Federation

appointed members and three (3) district appointed members, plus a non-voting member of the Human Resources Department. The committee shall:

- review all reclassification requests by January 31st
- have the ability to bring the matter to resolution, either by agreeing with the request, denying it, or directing a change in the duties outside of the current job description or reassigning such duties as appropriate
- make its decision by majority vote
- seek input from the immediate administrator to verify the duties being performed and determine as to whether those duties are needed on an ongoing basis

6.5 **Committee Determination:** Where it is determined that essential functions and/or qualifications of a classification have changed, or there has been an accretion of duties, such that a reclassification to a higher classification is appropriate, the recommendation shall be submitted to the Superintendent or designee for final approval. If the committee recommends the updating of the job description or the creation of a new classification the Director of Human Resources and the Federation President will meet to discuss and, if appropriate, negotiate the impact and implementation of such changes in accordance with the collective bargaining agreement.

6.6 **Final Determination:** If the Superintendent or designee approves the reclassification, it will constitute mutual agreement between the District and the Federation. If reclassification is not approved, the District and the Federation may negotiate alternative adjustments as needed. Employees included in the reclassification review for final determination will receive a decision within ninety (90) days after the committee has issued its determination.

6.7 **Minimum Increase:** An employee reclassified to a higher classification shall receive a minimum of 5% salary increase and placement at their respective step in the new range (example - if an employee on Range 9, Step 6 has their position reclassified to Range 11, they shall be placed at Step 6, Range 11). An employee may be placed at a higher step by mutual agreement of the District and the Federation. Employees not eligible for placement in longevity steps, may result in a salary increase of less than five percent.

6.8 **Limitations:** Reclassification decisions shall not be retroactive. Approved reclassifications will take effect during the next pay warrant following approval.

7. **Mileage.** Any employees required to use their vehicles on District business shall be reimbursed at the current IRS rate. The employee will receive mileage reimbursement separately from the payroll warrant. This payment shall be processed in the next available accounts payable check run following submission of the approved claim.

8. **Compensation for an employee working out of classification**. Employees shall not be required to perform duties not a part of their classification except as provided in this Section:

8.1 **Temporary assignment.** Employees temporarily assigned to a higher classification for a minimum of one (1) day shall have their salary adjusted upward for the entire period they are required to work out of classification.

8.2 **Rate of Pay**. If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a 5% increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class. Job descriptions which include the phrase "other related work as required" shall mean that these additional duties are reasonably associated with their current job description.

9. **Compensation during required in-service training sessions**. Employees who are required to attend in-service training sessions or otherwise engages in training of any kind to continue their employment in a position shall receive compensation as follows:

9.1 **Training during assigned hours.** If training occurs during regularly assigned working hours, employees shall receive their regular salary. The administrator and employee shall meet if a required training to continue employment conflicts with an employee's duties, as determined by the administrator, or circumstances prevents the employee from attending the required training. At this meeting they shall review any future training(s) provided by the district, or offered outside of the district, to afford the employee the opportunity to attend the same or equivalent training. Preference shall be given to District training(s) that occur within the employees assigned hours whenever possible.

9.2 **Training outside of assigned hours.** When the training occurs at times other than the employee's regular working hours, the employees will be paid at the appropriate rate of pay. When such training necessitates that an employee work overtime, as defined in Article VI Section 5, the employee shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

9.3 **Training Costs**. Costs incurred by employees under a required training program to continue employment assigned by their administrator shall be reimbursed by the District, e.g., transportation, registration fees and supplies.

10. **Meals.** Employees who must have their meals away from the District, as a result of a work assignment, shall submit their claim and be reimbursed by the District, in accordance with District policy.

11. **Lodging.** Employees who must be lodged away from home overnight, as a result of a work assignment, shall submit their claim and be reimbursed by the District, in accordance with District policy.

12. **Uniforms.** The District agrees to pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards if they are required by the District.

13. **Tools.** The District agrees to provide tools, equipment and supplies reasonably necessary for the performance of employment duties.

14. **Physical examinations**. When the District requires a medical examination of a classified employee, either by rule or by its direction, or the direction or its authorized District administrator, or when classified employees are required by law to submit to a medical examination for continuance of employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with full reimbursement for the required examination. The District may designate a doctor or clinic where the employee shall be required to obtain a T.B. test. Employees may see their own physician to meet the T.B. test requirement, but if the District has designated a particular doctor or clinic for this test, the employees shall not be reimbursed for seeing their own physician.

15. **Holidays.** Please see Appendix "B".

16. **Vacation.**

16.1 **Eligibility.** Vacations shall be earned on a fiscal year basis, i.e., July 1 to June 30. Classifications working a twelve (12) month calendar shall be exclusive to requesting vacation time off.

16.2 **Paid Vacation.** Except as otherwise provided in this Article, paid vacation shall be utilized no later than June 30 of the year immediately following the school year in which it was earned. For example, a 12 month employee who earns one day of vacation per month would earn 12 days of vacation per school year. During the 2012-2013 school year, they would have earned all 12 days by June 30, 2013. They must utilize all of those 12 days earned during the 2013-2014 school year no later than June 30, 2014.

16.3 **Accumulation.** A vacation is earned on the basis of one day for each month in paid status. Upon completion of seven fiscal years of uninterrupted service, employees shall earn 1.25 days of vacation for each month in paid status. Upon completion of fourteen fiscal years of uninterrupted service, employees shall earn 1.67 days of vacation leave for each month in paid status. (See Appendix D)

16.4 **Vacation carry-over.** If for any reason an employee is not able to take all or any part of their annual vacation, up to the amount not taken shall, at the option of the employee, be accumulated for use not later than the end of the following year. Any portion of the remaining balance not carried over will be paid out in cash at the employees' regular rate of pay.

Effective July 1, 2025, if an employee is not able to take all or any part of their annual vacation, up to 80 hours shall, at the option of the employee, be accumulated for use no later than June 30th of the following year. Any portion of the remaining balance not carried over shall be paid out in cash at the employees' regular rate of pay.

16.5 **Vacation pay upon termination.** When an employee is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

16.6 **Vacation postponement.** If an employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have their schedule available at that time, or may request to carry over their vacation to the following year, or they may request compensation for all vacation earned and accumulated during the fiscal year. This provision does supersede the legal requirements for vacation to be utilized prior to differential pay being granted due to extended illnesses leave provisions.

16.7 **Interruption of vacation.** An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

16.8 **Holidays during vacation.** When a holiday falls during the scheduled vacation of any employees, that holiday shall not be charged as a vacation day.

16.9 **Vacation scheduling.** Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. Vacation requests shall be submitted in writing by all classified employees to the immediate supervisor by August 31 of each fiscal year. Employees with the greatest seniority shall be given their preference. Vacation requests submitted after August 31 of the same fiscal year shall be granted on a first come, first served basis and there shall be no preference given based on seniority. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given their preference.

17. **Longevity.** Employees who have completed fourteen (14) years of uninterrupted service to the District shall be granted a longevity step equal to 5% of their current step beginning their 15th year. Employees who have completed twenty (20) years of uninterrupted service shall be granted a longevity step equal to 10.25% of their current step beginning in their 21st year.

18. **Payroll deduction request**. An employee may request up to twelve (12) days of payroll deductions per fiscal year subject to the following conditions:

18.1 **Request submittal.** Request must be submitted in advance by the employee directly to their administrator and may not be taken until specific approval has been granted by the supervisor. Employees should submit these requests at least one month in advance when possible.

18.2 **Scheduling days.** Payroll deduction requests shall be scheduled at times requested by employees so far as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when such days shall be taken, the employee who submitted the request earliest shall be given preference. If both requests were submitted on the same date, the employee with the greatest seniority shall be given preference.

18.3 **Denial of requests**. Requests submitted less than five (5) full workdays in advance shall be denied, unless waived by the administrator due to unusual circumstances. Such requests shall not be available during strikes, sick-outs, or any other types of concerted activities. Payroll deduction requests may also be denied if District services are likely to be significantly affected by the employee's absence or if other employees are likely to face unreasonable workload increases because of the employee's absence.

18.4 **Additional days**. In the event of extenuating circumstances, the Superintendent (or designee) may authorize more than the twelve (12) days of payroll deduction during the fiscal year. Denial of such requests shall not be subject to the Grievance Procedure (Article XIV) of this Agreement.

18.5 **Holiday pay**. Employees who are granted payroll deduction leave under these conditions shall be paid for any holidays, for which they would ordinarily be paid, which occur during this period of authorized payroll deduction leave.

18.6 **Payroll deduction**. Payroll deductions shall be deducted from the salary warrant for the month in which the absences occur or no later than the month following.

19. **Bilingual stipend.** A bilingual stipend shall be paid to qualified employees who meet the following criteria:

19.1 The Director of Human Resources, in coordination with the employee's Administrator, will determine if a principle function of the employee's assignment requires the employee to translate and/or interpret, verbally and/or in writing, to all stakeholders.

19.2 Proof of bilingual proficiency must be established by receiving a passing score on the Bilingual Proficiency Test administered by the Human Resources Office or by providing proof of certification through an accredited program or college. The test can be taken upon request.

19.3 Qualification for Bilingual Stipend shall be re-evaluated if changes in position/site occur. If the District proposes withdrawing a bilingual stipend, TFCE will be notified.

19.4 The Bilingual stipend will be placed on the TFCE salary schedule as $990.00 per fiscal year.

19.5 The number of bilingual stipend(s) needed for each site shall be, based upon documented operational needs. Such stipend(s) shall be subject to formal review. In the event a stipend

is added or removed, the District shall provide written notice to the affected employee(s) no less than thirty (30) days prior to the effective date of such adjustment.

20. **Compensatory Time Off (CTO).**

20.1 **Eligibility:** Employees working more than 181 days per year are eligible to accrue compensatory time off in lieu of cash compensation for additional work, including overtime, provided the accrual is approved in advance by the employee's administrator as compensatory time off. Overtime pay is the default, and compensatory time is by mutual agreement only.

20.2 **Accrual Rate:** Compensatory time shall accrue in 15-minute increments and at 1.5 times the hours worked for all hours exceeding an 8-hour workday.

20.3 **Accrual Limit:** Employees may accrue a maximum of 40 hours of compensatory time at any given time. Once the limit is reached, any additional hours worked will be compensated at the appropriate rate of pay.

20.4 **Scheduling:** Employees are not required to provide a reason for the use of compensatory time. However, Employees must obtain prior approval from their principal or supervisor before taking compensatory time off. Requests may only be denied for one or more of the following reasons:

- The leave request was not submitted at least one (1) full workday in advance.
- Another employee has already requested leave for the same date, creating a staffing conflict.
- The absence of the employee would significantly affect District services or operations.
- The absence would place an unreasonable burden on other employees due to increased workload.

20.5 **Restrictions on Use:** Compensatory time may not be used for strikes, sick-outs, or other concerted activities.

20.6 **Payout:** Upon separation from employment for any reason, the employee shall be paid for all unused compensatory time at the employee's regular rate of pay at the time of separation.

ARTICLE VIII
LAYOFF PROCEDURES

1. **General provisions**. Probationary and permanent employees in the bargaining unit shall be laid off pursuant to applicable sections in the Education Code.

   The decision to lay off shall not be subject to the grievance procedure. However, the layoff procedure itself shall be subject to the grievance procedure.

   A layoff is a separation of service of permanent/probationary classified employee from the classified service. A reduction of work hours shall be recognized as a layoff.

   For the purpose of this Article, seniority shall be determined by "date of hire (DOH) within the classification". Date of hire is defined as the first day in paid status for permanent or probationary employees in classified positions.

   Layoffs may include a voluntary consent to reduce hours of employment or transfer to an assignment in a classification or range lower than that in which the employee has permanent status in order to avoid interruption of employment due to a layoff.

2. **Reason for layoff.** Layoff shall occur from lack of work and/or lack of funds.

3. **Notice of layoff.** Notice of layoff shall be provided in accordance with the provisions of applicable law (Ed. Code Section 45117).

   Employees laid-off due to lack of work and/or lack of funds, shall receive written preliminary notice of layoff no later than March 15, except as provided by law (the aforementioned notice shall not apply to specially funded state or federal programs/grants that expire or are no longer funded).

   Notice shall be served personally or delivered by U.S. Mail to affected employees at the last known address on file with the District.

   The notice shall contain:
   a) The reason for the layoff;
   b) The effective date;
   c) The employee's displacement rights, if any;
   d) The employee's reemployment rights; and
   e) The employee's hearing rights, if the layoff is not subject to the expiration of a specially funded program/grant.

   Hearing Rights. Except as provided by law, classified employees subject to layoffs may request hearings to determine if cause exists for non-reemployment. Requests for hearings shall be in writing and delivered to the Superintendent or designee within seven (7) calendar days from the layoff notice being served to employees. Failure to request a hearing within the above time frame shall constitute a waiver of the employees right to hearing. Hearings that are properly and timely

requested, shall be conducted consistent with the Education Code section 45117(c) and other applicable provisions of the law.

Specially Funded Program/Grants. (e.g. Perkins, ESSR, State and Federally funded programs etc.). When the District shall layoff classified employees due to the expiration of specially funded programs, the District shall follow the notice requirements for Education Code 45117(g). Notwithstanding other requirements of the Education Code regarding layoffs of permanent/probationary classified employees, when classified positions shall be eliminated as a result of the expiration of specially funded programs/grants, employees to be laid-off shall be provided written notice not less than sixty (60) calendar days prior to the effective date of layoff. Employees shall be notified of the classification of the employee designated for layoff, effective date of layoff, displacement, and reemployment rights if applicable.

3.1 **Federation notification.** The District shall provide TFCE with at least ten (10) days prior notice of the Board of Trustees' intent to initiate layoffs (i.e. ten (10) days prior to the Board taking action at a meeting). Upon request by TFCE and no less than ten (10) days prior to the aforementioned Board meeting, the District shall provide TFCE with the initial list of classifications to be laid off and the current seniority list of affected classifications. A copy of the layoff notice shall be provided to the designated TFCE Officer(s).

4. **Order of layoff.** Any layoff shall be effective within a class. The order of layoff shall be based on seniority within that class and higher or equal classes throughout the District. An employee with the least seniority within the class plus higher or equal classes shall be laid off first.

4.1 **Seniority criterion**. Seniority shall be determined by hire date for a permanent position within a classification.

5. **Bumping rights**. An employee laid off from his or her present class may bump into the next lower class or equal class in which the employee has the greatest seniority considering his/her seniority in the lower class and in the higher classes. The employee may continue to bump into lower classes of prior seniority to avoid layoff.

6. **Layoff in lieu of bumping.** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.

7. **Equal seniority.** If two or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

8. **Reemployment rights**. Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment in their class. In addition, they shall have the right to apply for promotional positions within the filing periods specified in this agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on the reemployment list shall be notified of promotional opportunities. In addition, employees on the reemployment list will have preferential

hiring rights over new applicants to a new or different classified position, if the person on the rehire list applies and is qualified for the position.

8.1 After all the bumping, transfers, assignments, reassignments, and promotional procedures are completed in the District, laid off employees or employees who have received a reduction in hours/work year will be reemployed according to the collective bargaining agreement and the State and Federal law. The District shall notify the Federation in accordance with Article IV, Section 10.

9. **Voluntary demotion or voluntary reduction in hours.** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available except that they shall be ranked in accordance with their seniority on any valid reemployment list. Employees who elect to take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have reemployment rights for sixty-three (63) months. The District shall provide written notification to the Federation regarding such demotion or reduction in hours prior to the implementation of the action.

10. **Notification of reemployment opening.** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last home address given the District by the employee, and a copy shall be sent to TFCE by the District. The District has no other obligation to notify employees who are eligible for reemployment.

11. **Employment notification to District.** An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.

12. **Reemployment in highest class.** Employees shall be reemployed in the highest job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

13. **Seniority during involuntary unpaid status.** Upon return to work, all time during which an individual is in involuntary unpaid status will be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other benefits of any kind.

14. **Credit for prior service.** An employee who is laid off and subsequently reemployed shall be reinvested with credit for prior service on the record at the point of separation for purposes of salary step placement, vacation, sick leave, and longevity.

15. **Completion of negotiation.** The District and the TFCE agree that neither party has any obligation during the term of this agreement to negotiate over layoff procedures. This article contains the full and complete settlement between the parties with respect to all of these matters listed immediately above, however negotiations over the impact and effects of the layoffs may be requested by either party.

ARTICLE IX

LEAVES OF ABSENCE

1. **Illness and injury leave.** At the beginning of each fiscal year, the full amount of sick leave granted for the year shall be credited to each permanent employee. Employees shall earn one (1) day of sick leave for each month of service, for example, ten (10) month employees shall be credited with ten (10) days sick leave annually. Probationary employees will be credited fifty (50%) percent of their sick leave entitlement upon hire. Pay for any day of absence covered by sick leave shall be the same as the pay which would have been received had the employee served during the day. Sick leave credited but not earned during the work period shall be deducted from the employee's accumulation at the end of each fiscal year or at the time of termination. If there is a deficit at termination, a reduction in the final salary shall be made.

    1.1 **Sick leave accrual**. Employees shall accumulate unused sick leave without limitation.

    1.2 **Notice.** Employees shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness, injury or quarantine, so that substitute arrangements may be made or that the employee's duties can be adequately covered.

    1.3 **Leave accounting.** Employees shall submit a District Record of Absence Form on the day of their return to the work site.

    1.4 **Verification.** The District may request a verification of absence including but not limited to, a statement from a medical practitioner. (A medical practitioner is defined as an individual trained by an accredited medical program, licensed in the United States by the appropriate Board, and specializes in a practice recognized by the American Medical Association).

2. **Extended illness leave**. Employees may take up to one hundred (100) working days of leave for personal illness or injury in a school year (July 1-June 30). Effective July 1, 2025, when all accumulated full-pay leave is exhausted, including sick leave, vacation, and compensatory time, the employee shall be compensated at fifty percent (50%) of their regular daily rate for the remainder of the designated one hundred (100) working days, as outlined in Education Code Section 45196. The District may require verification of the continuing illness, injury, or quarantine by a medical practitioner defined under 1.4 above.

    If, at the conclusion of all available leave entitlements, an employee is still not medically cleared to return to work, their position will be posted and filled. The employee will be notified in writing prior to being placed on the District’s reemployment list for a period of 39 months. During this time, they will be given priority consideration for any vacancies in their classification in accordance with Education Code Section 45195. Additionally, their district-provided health benefits will expire approximately one (1) month after the 100th day of leave has been reached. The employee shall have rights through COBRA to purchase continued health benefits coverage from the district’s provider.

3. **Maternity leave.** Each employee who is required to be absent from duties because of temporary disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery shall be entitled to a leave of absence with pay in the same manner as leaves for illness, injury or other disability.

3.1 **Determination.** The determination of temporary disability, including the start and ending dates of the leave, shall be made by the employee and their physician.

3.2 **Use of accumulated sick leave**. Accumulated sick leave may be applied to maternity leave. Effective July 1, 2025, after all accumulated sick leave is exhausted; the employee is eligible to receive fifty percent (50%) of their regular daily rate for the remainder of the designated one hundred (100) working days as defined under section 2 "extended illness leave" in this article.

3.3 **Extended leave.** An employee desiring a leave of absence for a period of time longer than the actual temporary disability, as determined by the employee and their physician may request a leave of absence without pay pursuant to section 5 of this article.

4. **Personal necessity leave.** Personal Necessity Leave is defined as any personal business or activity that is unavoidable, inevitable, or indispensable and that cannot be taken care of at any time other than during the employee's regularly scheduled workday.

4.1 **Exclusions:** Personal Necessity Leave may not be used for recreational activities or for seeking or engaging in other paid or unpaid employment. This benefit is not cumulative from year to year.

4.2 **Allotment:** An employee may use not more than seven (7) days of Personal Necessity Leave from their accrued sick leave for absences due to:

4.2.1 The illness or medical appointment of a child, spouse or parent, including appointments for preventative care and/or diagnosis.
4.2.2 The death or serious illness of a member of their immediate family, (as defined in the Bereavement Leave Section) when additional leave beyond bereavement leave is necessary).
4.2.3 The attendance of a funeral for a family member or friend.
4.2.4 An accident involving the employee or their property, or the property of an immediate family member.
4.2.5 The appearance in court as a litigant or as a witness under an official order such as a summons, subpoena, or citation.
4.2.6 Other cases of personal necessity approved in advance by the Superintendent or designee.

4.3 **Advance permission.** The employee shall be required to secure advance permission for leave for personal necessity leave except for emergencies of: (1) death or serious illness of a member of their immediate family or, (2) accident involving their person or property, or the person or property of a member of their immediate family. Notification to the site, or department, shall be required as soon as is practicable in the emergency situations.

4.4 **Record of absence.** A Record of Absence Form shall be filed prior to an absence when advanced permission is required and upon return when emergency notification is sufficient. The reason for absence requested on the Record of Absence form must provide the facts needed to support the conclusion of personal necessity and conform to the personal necessity leave policy.

4.5 **Advance notification.** From the seven (7) days of Personal Necessity Leave each year, an employee may take a maximum of three (3) days of Advance Notification Leave with advance notification to the Administrator.

4.5.1 For such leave, employees shall not be required to provide a reason.

4.5.2 The administrator may deny this leave only if:

- Such leave was not requested at least two (2) full work days in advance;
- Another employee has already requested such leave on the same date;
- District services are likely to be significantly affected by the employee's absence;
- Other employees' are likely to face unreasonable workload increases because of the employee's absence.

4.5.3 Advance Notification Leave shall not be available during strikes, sick-outs or any other types of concerted activities.

4.5.4 Advance Notification must be submitted by the close of the business day two (2) workdays prior to the date of the leave (i.e., no later than the close of the business day on Friday when requesting leave for the following Wednesday). The administrator may waive this time requirement for good reason, but denial to grant such a waiver shall not be subject to the grievance process.

5. **Leave of absence without pay.** A leave of absence without compensation may be granted to permanent employees for a full school year or less, subject to the recommendation of the Superintendent and Board approval. An employee seeking such request shall follow the steps outlined below:

5.1 **Request Requirement**. An employee seeking an unpaid Leave of Absence Without Pay must submit an Extended Absence Request form to the Human Resources Department, either in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstances. If thirty (30) days' notice is not feasible, notice must be provided as soon as practicable and include an explanation for why the notice requirement could not be met. Failure to provide proper notice may result in the leave being delayed or denied.

5.2 **Review and Determination.** All requests for leave of absence are subject to review and approval by the Superintendent or its designee. Approval shall be based on operational needs, applicable laws, and the terms of this Agreement.

5.3 **Written Response**. The District shall provide a written response approving, denying, or requesting additional information regarding the leave request within fifteen (15) business days.

Requests that are denied shall be final and shall not be subject to the Grievance Procedure in Article XV.

5.4 **Leave for health reasons**. Applications for leave for health reason shall be accompanied by a physician's recommendation.

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

5.6 **Intent to return**. Notification of Intent to Return to the District shall be on file in the Superintendent's Office on a date acceptable to the District, prior to the beginning of the next fiscal 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.

5.7 **Service credit**. A leave of absence without pay shall not count as a year of service in the District.

6. **Paid Parental Leave/Baby-Bonding Leave.** Employees may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and provisions of the Education Code for the birth of the employee's child, or placement of a child with the employee in connection with adoption or foster care of the child (referred to as baby-bonding leave). This article is intended to summarize employee rights to Paid Parental Leave/Baby-Bonding Leave provided under the Education Code and concurrent unpaid leave under the CFRA and the federal Family and Medical Leave Act ("FMLA"). An employee seeking such request shall follow the steps outlined below:

6.1 **Requirement.** An employee seeking Paid Paternal leave/Baby-Bonding Leave shall submit an Extended Absence Request form to the Human Resources Department, either in

person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstances.

6.2 **Written Response.** The District shall provide a written response within fifteen (15) business days approving or requesting additional information regarding the leave request.

6.3 Employees who elect Paid Parental Leave/Baby-Bonding Leave shall first exhaust all available and accumulated sick leave under Article IX toward the twelve (12) workweeks of Parental Leave/Baby-Bonding Leave, unless an employee notifies the District in advance, in writing that he/she elects to take this leave as unpaid.

6.4 If the employee has elected pay for Parental Leave/Baby-Bonding Leave, compensation shall be no less than 50% of employee's salary as provided in the Education Code.

6.5 The twelve (12) workweeks of Parental Leave/Baby-Bonding Leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care. Paid Parental Leave/Baby-Bonding Leave runs concurrently with unpaid leave under CFRA and FMLA. A unit member is entitled to one (1) twelve (12) workweek period of Paid Parental Leave/Baby Bonding Leave within a twelve (12) month period.

6.6 If both parents are employed by the District, they are entitled to twelve (12) weeks each, within a twelve (12) month period.

6.7 Employees shall not be required to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for Paid Parental Leave/Baby Bonding Leave. However, the employee must have worked for the District during the twelve (12) months prior to taking Paid Parental Leave.

7. **Military leave**. An employee shall be granted military leave as required by the California Education Code and the California Military and Veteran's Code. An employee seeking such request shall follow the steps outlined below:

   7.1 **Request Requirement.** An employee seeking Military Leave shall submit the Extended Absence Request form to the Human Resources Department, in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstances.

   7.2 **Written Response.** The District shall provide a written response within fifteen (15) approving or requesting additional information regarding the leave request.

8. **Bereavement leave**. An employee is entitled to bereavement leave on account of the death of any member of his/her immediate family in accordance with 8.5 as follows:
   - Up to five (5) days, with four (4) days paid and one day covered by personal necessity leave, compensatory time, vacation, or taken as unpaid leave.

- Up to six (6) days for out of state travel or if travel beyond 300 miles (one way) from Turlock is required, (verification documentation may be requested for six (6) days of bereavement-leave use).
- Additional days may be requested consistent with Article IX, Section 4 Personal Necessity leave.

8.1 Bereavement leave days need not be taken immediately or consecutively but must be taken within twelve (12) months of the first day of bereavement leave. Employees who do not use bereavement leave consecutively must provide reasonable advance notice before taking additional bereavement leave days.

8.2 Bereavement leave shall be taken as full days increments for the sole purpose of bereavement (time to mourn, make arrangements for the deceased, attend services and other formal and/or related events.

8.3 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.

8.4 To the extent practicable, the employee shall provide their immediate administrator prior notice of the need to utilize bereavement leave.

8.5 Members of the immediate family are as follows:

a. The employee's spouse/domestic partner;
b. The natural parent, step parent, child, grandchild, grandparent of the employee or of the spouse/domestic partner of the employee;
c. The brother, step-brother, half-brother, sister, step-sister, half-sister, son-in-law or daughter-in-law of the employee;
d. The brother or sister of the employee's spouse/domestic partner;
e. Any person living in the immediate household of the employee;
f. Foster child or foster parent of the employee if such physical placement of the child; in the foster home was made by a duly state licensed foster care agency and such placement was for at least 24 months.

8.6 Employees may be provided with two (2) days 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 documentation may be required of the employee for bereavement leave upon the request of the District (e.g. obituary, marriage certificates, etc.)

9. **Industrial accident leave**. Each classified employee shall be eligible for industrial accident and illness leaves of absence.

9.1 **On-the-job accident or illness.** 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 of the Industrial Accident Commission.

9.2 **Notification.** Employees shall notify the Risk Management Technician within twenty-four (24) hours when an injury or illness occurs arising out of and in the course of employment.

9.3 **Length of leave.** 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.

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

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

9.6 **Reduction of leave.** The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

9.7 **Rate of Pay.** During any paid leave of absence, the employee shall be paid the salary due him for any month in which the absence occurs.

9.8 **Indemnity checks.** 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 deduct there from normal retirement and other authorized deductions.

9.9 **Use of sick leave.** Upon termination of industrial accident leave, the employee shall be entitled to the benefits provided for sick leave by law, and his 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, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.

9.10 **Residence during leave.** Employees seeking to travel outside California while on industrial accident or illness leave must submit a written request to the District for Board approval prior to leaving the state.

9.11 **Break in service.** Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service.

9.12 **Reinstatement.** Any time an employee on industrial accident or illness leave is able to return to work he shall be reinstated in his position (without loss of pay or benefits).

10. **Jury duty leave.** Employees shall be granted leaves of absence with pay for jury duty.

10.1 **Notification.** An employee called for jury duty shall notify the immediate administrator immediately upon receipt of the jury summons and attach a copy of the jury summons to their district "Record of Absence" form.

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

If an employee is released from jury duty prior to the court date they are expected to report for work on the summons date. Employees who are put on jury duty stand-by must report to work and shall be released if requested to appear.

10.2 **Juror's fees.** Jury fees received by the employee shall be deposited to the credit of the District; this does not apply to any reimbursement for mileage, parking, or meals. Employees must submit official jury duty documentation to the District for payroll processing.

10.3 **Swing shift employee**s. Swing shift employees (those who begin work at approximately 2:00 p.m. or after) who serve as jurors shall have the number of work hours reduced equal to the number of hours served as a juror.

11. **Family and Medical Leave**. Employees who have been employed at least twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months are eligible under Federal and State laws for unpaid Family and Medical Leave. Leaves may be granted for up to twelve (12) weeks in any twelve (12) month period. Such leave runs concurrently with any paid leave and employee may use sick leave, vacation or compensatory time. Leaves must be granted in accordance with time periods applicable to State and Federal law.

11.1 **Eligibility.** Unpaid leave is permitted for the following reasons: to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (State and Federal law run concurrently for the twelve (12) week period allowed for care of newborn, adopted, or foster child); to care for the employee's spouse, domestic partner, son, daughter or parent, or son or daughter of domestic partner, who has a serious health condition including pregnancy; or, for a serious health condition of the employee. Leave does not constitute a break in service for purposes of longevity, seniority, vacation and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of any emergency.

11.2 **Benefits.** The benefit coverage as provided under this section shall continue as if the employee were actively at work, not to exceed twelve (12) weeks. The District and employee shall pay their respective portion of the premiums of the insurance benefit program during the leave.

The District may recover the premium paid for the employee if that employee fails to return to work following Family and Medical Leave.

The District may require that the need for Family and Medical Leave be supported by a certification from the health care provider of the employee or individual requiring care. Notwithstanding any provision(s) of this Section, the employee shall be entitled to the most beneficial provision of State and/or Federal law.

11.3 **No Break in Service.** The leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law.

11.4 **Return to Work.** Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions.

11.5 **Notification.** The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of an emergency.

11.6 **Benefits.** The benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Notwithstanding any provision(s) of this Section, the employee shall be entitled to the most beneficial provision of State and/or Federal Law.

12. **Additional Leave**. Each employee may request any additional paid or unpaid leave if no other leaves is available. The District, in its sole discretion, may grant such leave on terms and conditions acceptable to the District and the employee.

13. **Catastrophic Leave.**

13.1 **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. For purposes of confidentiality, the name of the requesting employee will not be shared outside of the committee. Employees may choose to waive this confidentiality by indicating so in their requesting document. The term "employee" for the purposes of this article is defined as employees covered under the Turlock Federation of Classified Employees bargaining unit contract.

13.2 **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 each of the California School Employees Association and Turlock Federation of Classified Employees as appointed by the presidents of the bargaining units;

two (2) Confidential members appointed by the Superintendent or designee; Superintendent's designee/Director of Human Resources; one non-voting classified employee of the Fiscal Services Department; and one non-voting classified employee of the Human Resources Office. The Catastrophic Leave Committee will determine the eligibility of such leave requests on a case by case basis.

13.3 **Definitions:** For purposes of administering Catastrophic Leave, the following definitions shall apply:

13.4 **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 which 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 her or she has exhausted all of his or her sick leave and other paid time off. An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

13.5 **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, 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.

13.6 **Leave Eligible for Donation**: Eligible leave is earned sick leave accrued by the donating employee. Employees eligible to donate catastrophic leave are hourly classified confidential, CSEA, and TFCE employees.

13.7 **Donation of Days**: Employees may donate a minimum of one (1) full day in accordance with their position, and in hour increments thereafter, of earned sick leave and/or earned compensation time per request to other employees. The cumulative total of donated days from all donors shall not exceed thirty (30) days per request. All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5). Leave credits will remain in a bank that can be accessed by any classified employee who qualifies for the catastrophic leave program as defined in this article.

13.8 **Exhaustion of Leave Entitlement**: The employee has exhausted all paid leave entitlement when all accrued paid leave, including vacation time, comp time, and fifteen (15) days of sick leave differential, has been used for employee injury or illness. (In the event of requests related to family members, fifteen (15) days of sick leave differential may not be required.) The Committee may give consideration to other extenuating circumstances.

13.9 **Procedure**: The employee who is suffering from a catastrophic illness or injury shall submit a written request for leave donation to the TFCE President. The employee must have exhausted all entitlement to paid leave as defined in section (2) of this Article to be

eligible for leave donations. Verification of the general 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.

13.10 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 leave donation. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request. Reasons requiring the presence of an employee to care for a family member and information of financial hardship must also be submitted.

13.11 The president of TFCE will notify and provide a copy of the leave request to the Director of Human Resources, who will request a meeting of the Catastrophic Leave Committee.

13.12 The Catastrophic Leave Committee will meet to determine the eligibility of such leave requests on a case by case basis. Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee and shall be final and irrevocable upon acceptance and approval by the Board of Trustees.

13.13 The president or designee of TFCE shall notify all represented employees of the approved request and procedures for donation.

14. **State Disability Insurance.** SDI (State Disability Insurance) is a benefit covered by payroll deduction to the California EDD (Employment Development Department). Information pertaining to SDI will be provided during new employee orientation or copies can be obtained in the Human Resources department.

15. **Reproductive Loss Leave**. Each classified employee shall be entitled to utilize their leave balances for a reproduction loss event consistent with Section 12945.6 of the Government Code.

ARTICLE X

TRANSFER OR REASSIGNMENT

1. **Purpose.** This article establishes an orderly and consistent procedure by which employees may be transferred or reassigned within the District. Transfers may be initiated by either the District or the employee.

2. **Definitions:** For the purposes of this article, the following definitions shall apply:

   2.1. Transfer: The movement of an employee from one site to another site within the same classification. Example: A Secretary I at Turlock High School transferring to a Secretary I position at Pitman High School.

   2.2. Reassignment: The movement of an employee between positions within the same classification at the same site, with no change in total work hours. Example: A Secretary I working in the Activities Office transferring to a Secretary I position in the Attendance Office at Turlock High School.

3. **Notice of Vacancy.** When a position opens or is created, the vacancy notice shall be posted on the District's current public posting system (e.g. edjoin.org) for not less than five (5) working days, including during students' summer recess. This five (5) day requirement may be waived by mutual agreement between the District and the Federation.

   3.1. The vacancy notice shall include:
      1. Job title
      2. Description of the duties
      3. Qualifications for the position
      4. Assigned worksite
      5. Hours per day, days per year
      6. Salary range and dollar amount
      7. Deadline for filing a transfer
      8. Prospective starting date

4. **Preliminary Reassignment Process:** A site or department administrator may choose to explore interest in reassignment before officially declaring a vacancy by following this process:

   4.1. **Notice:** The site or department administrator shall notify all employees eligible for reassignment via email, inquiring about their interest in the opportunity.

   4.2. **Expression of Interest:** Employees interested in reassignment must notify their administrator in writing within three (3) days of receiving the email to be considered under this process.

   4.3. **Selection Process:** Selection through the Preliminary Reassignment Process shall proceed as follows:

4.3.1. If no employees express interest, the position shall be posted as a vacancy.

4.3.2. If only one employee requests reassignment, the site or department administrator may choose to reassign them. If reassignment is denied, the position shall be posted, and the employee will be considered in accordance under the "Voluntary Transfer/Reassignment Procedure" noted in this agreement.

4.3.3. If multiple employees express interest, the site or department administrator shall conduct interviews to determine the most suitable candidate for reassignment.

4.4. **Subsequent Vacancy:** If a reassignment is approved, the resulting vacancy may either follow this process or be posted as a formal opening.

4.5. **Final decision:** The final decision regarding a Preliminary Reassignment rests solely with the District.

5. **Voluntary Transfer/Reassignment Procedure**. A voluntary transfer or reassignment is initiated by a permanent unit member.

5.1. **Transfer/Reassignment Request.** Employees requesting a transfer or reassignment within the District shall notify the Human Resource office in writing (submit the transfer/reassignment request form) or apply through the District's current application process per vacancy.

5.2. **Special Circumstances:** When extenuating circumstances exist, the Director of Human Resources shall have the discretion to review and approve requests for voluntary transfers or reassignments without conducting interviews of candidates for the position.

5.3 **Consideration.** First consideration in filling a vacancy shall be given to current employees who apply for the vacancies with the greatest seniority within a single classification.

5.4. **Approval.** The District will attempt to honor requests for transfer and reassignment, if the employee possesses the appropriate training, experience and abilities for the vacant position.

5.5. **Final decision:** The final decision regarding the voluntarily transfer or reassignment requests rests solely with the District. Upon approval of a voluntary transfer or reassignment, the District shall make a good faith effort to place the employee in their new assignment within ten (10) working days. The District shall notify the Federation of any transfer(s) or reassignment(s) as stated in Article IV, section 10 of this agreement.

6. **Involuntary Transfer/Reassignment Procedures**. An involuntary transfer or reassignment is a transfer or.

6.1 **Reasons for transfer/reassignment**. The District may involuntarily transfer or reassign employees for any of the following reasons:

a) Balancing the staff of a school or department

b) Changes in enrollment
c) Placement of personnel returning from leaves
d) Opening and closing of schools
e) Improvement of the instructional program
f) Layoff, lack of work, or lack of funds
g) Disciplinary action/Non-Disciplinary action
h) Improve the efficiency of District operations
i) Mitigating irreconcilable work-related conflicts between employees that adversely impact the program, site, and/or department.

6.2. Prior to formally declaring a vacancy at a site or within a department, the District may elect to utilize the involuntary reassignment or transfer process to move an employee position within the same classification into the position if the reasons for such a move meet the requirements outlined section 6.1 of this Article.

6.3 **Written Explanation:** If requested, the employee shall be given the reason for the transfer or reassignment in writing.

6.4 **Vacancies.** Employees who are involuntarily transferred or reassigned shall have the right to apply for any available vacancies and the District may honor such requests.

6.5 **Criteria for transfer**. When an involuntary transfer is necessary, the criteria to be used by the District shall include, but not be limited to: (1) qualifications, (2) experience and (3) seniority.

6.6 **Meeting**. The employee being transferred or reassigned shall have the right to meet with the Superintendent or designee regarding said transfer or reassignment.

6.7 **Final decision**. The final decision with respect to involuntary transfer or reassignment rests solely within the discretion of the District.

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ARTICLE XI

DISCIPLINARY ACTION

1. **Probationary Employees.** At any time during the probationary period, the Governing Board may terminate the employment of a probationary employee without cause. The employee shall not be entitled to a hearing. Written notice of such action shall be served on the employee either by personal delivery or by mail to the employee at their last address of record. The employee must be notified prior to the expiration of the probationary period.

2. **Permanent Employees.** Discipline shall be imposed on permanent employees only for just cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, loss of pay, reduction in hours, or involuntary reassignment. The District shall notify the Federation of any transfer(s) or reassignment(s) as stated in Article IV, section 10 of this agreement. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. In accordance with the concept of progressive discipline. Progressive discipline may not apply in cases involving gross misconduct. The following steps may be followed prior to imposing disciplinary action:

3.

2.1 **Step one – Verbal Warning/Coaching**
May be documented by an email. No documentation in the personnel file.

2.2 **Step two – Conference Summary Memorandum**
Formal documentation of verbal conference addressing employee performance and/or behavior(s). May be placed in personnel file.

2.3 **Step three – 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 serious in nature or when an employee has not responded to prior conferencing. Included in the personnel file. Employee has ten (10) days to respond and have the response attached to the warning.

2.4 **Step four – 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. Included in the personnel file. Employee has 10 days to respond and have the response attached to the reprimand.

Notwithstanding the provisions of this article, the Superintendent, or his/her designee, may without prior counseling and/or written notice initiate disciplinary action (i.e., letter of reprimand, suspension, demotion, termination) when the employee's misconduct is of such an extreme and/or egregious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning.

3. **Just Cause**. Each of the following constitutes cause for disciplinary action against a permanent classified employee.

3.1 Dishonesty, or falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, time sheets, absence forms, electronic forms/programs, or other employment and District records.

3.2 Theft, carelessness or negligence in the performance of their work duties or in the care of District or another person's property.

3.3 Unauthorized use or misuse of District supplies, materials, facilities, equipment or other property.

3.4 Absence without leave, repeated tardiness, excessive absenteeism, including abuse of illness or other leave provisions.

3.5 While on duty, on District property, or in close proximity or in such close time proximity as to cause any detrimental effect upon pupils, upon the employee or upon employees associated with them, either used, sold/furnished, or was under the influence of, or unlawfully possessed alcohol or any controlled substance as defined in the Health and Safety Code and/or Penal Code.

3.6 Conviction of felony or any crime involving moral turpitude. Conviction of either a felony or conviction of any sex, substance abuse or other offense made relevant by provisions of the Education Code or other applicable law. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this paragraph.

3.7 Any reason that is judged to cause a potential clear and present danger to the safety and health of students and/or employees.

3.8 Repeated unsatisfactory ratings or documentation of derogatory information concerning any factor of combination of factors on the Employee's Evaluation Report.

3.9 An act of insubordination. Insubordination is the act of willfully ignoring, disobeying, or refusing to follow direction for our employer.

3.10 Abandonment of position. Three (3) consecutive working days of absence without approved leave or proper notification to the immediate supervisor or District (verbal or written) shall be deemed abandonment of their position and shall result in a voluntary resignation. Cases involving extenuating circumstances shall be subject to review by the District, however, the decision by the District shall be considered final.

3.11 Commission of an act involving moral turpitude.

3.12 Knowingly providing verbal or written confidential information to an unauthorized person(s) or a third party.

3.13 Actively working for any political party or cause during assigned work hours.

3.14 Discourteous, offensive, or abusive conduct or language toward the public, a pupil, an officer, or employee of the District.

3.15 Willful violation of the Education Code, or District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

4. **Procedure for Disciplinary Action.** The employee shall be notified by written notice of the intended disciplinary action. The written notice shall be served personally or by certified mail. The notice shall include: a statement of the specific disciplinary action, a statement of the causes, a statement of the employee's right to a Skelly Hearing, and a copy of all relevant material upon which the disciplinary action is based.

Skelly Hearing – a pre-disciplinary meeting with an administrator not involved with the investigation of the disciplinary matter.

4.1 **Pre-Disciplinary Procedures.**

Informal Conference

An employee against whom the disciplinary action is being considered may be requested to attend an informal conference with the immediate administrator, or designee and/or a Human Resources Administrator prior to official written notification or any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. At such a conference, the employee may represent themselves and/or be represented by a union representative. Holding such an informal conference is discretionary with the District and the failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

4.2 **Statement of Charges**

The employee shall be notified by written notice of the intended disciplinary action, except as set forth below. The written notice shall be served personally or by certified mail. The notice shall include but not be limited to the following:

a) A statement of the specific disciplinary action being proposed, including beginning and ending date(s) if appropriate;

b) A statement of the causes;

c) A statement of the specific acts or omissions upon which the causes are based.

d) A statement of the employee's right to a pre-disciplinary meeting with an administrator (Skelly Hearing Officer) not involved with the investigation of the disciplinary matter. The employee shall be informed with the name and contact information of that administrator. The employee shall have five (5) days to request that meeting and the administrator shall attempt to schedule the meeting within ten (10) days of the request

e) A copy of all relevant material upon which the disciplinary action is based.

4.3 **Skelly Hearing**

An employee against whom disciplinary action is being considered shall have the right to attend a Skelly Hearing with the Superintendent or designee and may respond either orally and/or in writing. Written notice of the date, time, and location for the Skelly Hearing shall be provided in advance to the employee. The employee shall have the option to waive their right to a Skelly Hearing and accept the recommended action. The Superintendent or designee shall not have been a party to the investigation or drafting of the charges against the employee. A minimum of five (5) working days before such Skelly Hearing, the employee shall be provided written charges of the specific disciplinary action being considered as well as the reasons therefore. The employee may represent themselves and/or be represented by a union representative. The Superintendent or designee may uphold, modify in some way, or revoke deny the recommended disciplinary action against the employee after the Skelly Hearing or the employee's refusal or failure to attend the Skelly Hearing. The employee shall be entitled to appeal the Superintendent or designee's imposition of disciplinary action and/or to contest the specific acts and omissions upon which the disciplinary action is based pursuant to the terms in this Article.

4.4 **Written Notice**

Prior to the imposition of disciplinary action the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

The contents of the written notice may include, but need not be limited to, the following:

The Superintendent or designee will then notify the employee in writing which includes 4.2 a, b and c, above and:

a) A statement that the employee may file a request for a hearing before the Governing Board directly with the Superintendent or designee which shall constitute a demand for hearing and a denial of the charges. The employee shall have five (5) days to file request for hearing with the District.

b) If an employee does not respond pursuant to 4.4 a. above, the District may impose the discipline as recommended by the Superintendent or designee.

5. **Request for Hearing.** The request for hearing shall be directed to the Superintendent or designee. Such designee may include, but is not limited to, a Hearing Officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings or an Arbitrator through the California State Mediation and Conciliation Services).

5.1 The hearing shall be held within forty-five (45) business days of the hearing demand. All hearings shall be conducted in closed session unless the employee specifically requests a public hearing in writing.

5.2 The employee must appear in person, with counsel at the employee's expense or such other lawful representation as determined by the employee.

5.3 Normal hearing procedures shall be followed: i.e., charging party presentation, defense cross-examination, and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense borne by the requesting party.

5.4 The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

6. **Limitations.** No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

7. **Suspension with Pay**. If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to the employee, students, or the public being served, or seriously interfere with the operations of the District, the employee may immediately be suspended with pay pending the initiation and completion of disciplinary action procedures.

7.1 Suspensions will not reduce or deprive the employees of seniority or health benefits.

7.2 A proposed disciplinary action with the District and the employee may be settled at any time. The employee will be granted a reasonable amount of time to review the settlement prior to signing.

ARTICLE XII

EVALUATION PROCEDURES AND PERSONNEL FILES

1. **Evaluation procedures.** The District retains sole responsibility for the evaluation and assessment of the job performance of each employee and, except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District.

1.1 **Probationary employees.** Employees who have been employed for less than six (6) months or one hundred thirty (130) days of paid service, whichever is longer shall be recognized as probationary employees. The probationary period for employees shall commence on the first (1st) day of paid service.

1.1.1 **Evaluation period.** Probationary employees may be evaluated after sixty (60) days of paid service (this will be referenced as the three (3) month evaluation on the evaluation report). In addition, probationary employees shall be evaluated after one hundred (100) days of actual service (this will be referenced as the five (5) month evaluation on the evaluation report).

1.1.2 **Written evaluation.** Written evaluations shall be prepared on the form provided in Appendix C. Each employee shall be given a copy of the completed evaluation form, and have an opportunity to discuss the evaluation during a meeting with the site or department administrator prior to its inclusion in the employee's personnel file. This meeting shall take place in person during employee's work hours, unless by mutual agreement between the employee and the site or department administrator due to extenuating circumstances.

1.1.3 **Impact of leave.** Probationary employees who utilize any form of paid or unpaid leave, or are otherwise absent from work due to extended illness, industrial accident or any other approved or unapproved leave during the probationary period shall have their probationary period extended by the number of days of absence.

- Unfulfilled days of service shall include traditional breaks (Example: summer, winter breaks, etc.) that are part of the school/work calendar.
- Paid holidays, vacation and annually entitled sick leave days shall be recognized as service days.
- Employees present at assigned sites/departments for the duration of their workday performing assigned duties for the District will have met their criteria for days of service.

1.1.4 **Effect of transfer or promotion.** Probationary employees selected for transfer or reassignment in their current classifications continue with their initial probationary periods provided at the time of hire. Probationary employees promoted to new classifications shall assume the promotional probationary period

as described in Article VII, Section 5, Promotions (6-month probationary period). Probationary employees who are promoted from their initial positions during their probationary period and do not attain permanent status in promoted position may be returned to their former classification at the same probationary status as when they were promoted. Permanent employees who are serving promotional probation may be evaluated after sixty (60) days of paid service. In addition, such employees shall be evaluated after one hundred (100) days of actual service.

1.1.5 **Employee Response.** A probationary employee may attach written responses to statements comprising the evaluation report. The employee shall have ten (10) working days to attach a written response.

1.1.6 **Additional evaluations.** The site or department administrator may complete additional evaluations for probationary employees on an as needed basis at their discretion (this will be referenced as an unscheduled evaluation on the evaluation report).

1.2 **Permanent employees.** All permanent employees, not serving a promotional probation, shall be evaluated by their site or department administrator at least once each year.

1.2.1. **Evaluation Period.** The evaluation period for permanent employees shall extend from July 1 through June 30. Annual evaluations shall be completed by June 30 (this will be referenced as an annual evaluation on the evaluation report). Exceptions to the June 30 timeline shall be submitted in writing by the site or department administrator to the Assistant Superintendent of Human Resources or designee.

1.2.2. **Evaluation agreement**. Upon approval by a Human Resources administrator, affected employees shall be notified. After five (5) years, the employee and site or department administrator can mutually agree to have an evaluation conducted every other year. A written report shall be submitted to the Superintendent or designee (Appendix E).

1.2.3. **Written evaluation**. Written evaluations shall be prepared on the form provided in Appendix C. Each employee shall be given a copy of the completed evaluation form and have an opportunity to discuss the evaluation during a meeting with the site or department administrator prior to its inclusion in the employee's personnel file. This meeting shall take place in person during employee's work hours, unless by mutual agreement between the employee and the site or department administrator due to extenuating circumstances. In addition, the Director of Human Resources shall review each evaluation and hear any appeals before the evaluation is filed.

1.2.4. **Employee response**. A permanent employee may attach written responses to statements comprising the evaluation report. The employee shall have ten (10) working days to attach written responses. This timeline may only be waived with the prior written consent of the Superintendent or District Human Resources administrator and the District shall be under no obligation to allow any such waivers or exception. If the tenth (10th) day falls

on a day on which the District Office is closed for business, the deadline shall be extended until the next working day on which the District Office is open for business.

1.2.5. **Additional evaluations**. The site or department administrator may complete additional evaluations for permanent employees on an as-needed basis at their discretion (this will be referenced as an unscheduled evaluation on the evaluation report).

1.2.6. **Recommendation for improvement**. The evaluation shall include specific recommendations for any necessary improvements.

1.2.7. **Notification of unsatisfactory performance**. Written and/or verbal notification of unsatisfactory performance and an opportunity for improvement shall precede an unsatisfactory mark ("Needs Improvement" or "Unsatisfactory") on the evaluation. The District shall inform an employee 24 hours in advance they have the option for union representation to be present for the evaluation meeting when an overall unsatisfactory performance is being documented.

1.2.8. **Reevaluation after unsatisfactory performance.** In the event an overall rating of "Needs Improvement" or "Unsatisfactory" is noted in the evaluation for a permanent employee, the employee will be reevaluated within six (6) months. Permanent employees may request to be reevaluated following an Unsatisfactory Evaluation ("Unsatisfactory" overall rating) after sixty (60) workdays; upon receiving a Satisfactory Evaluation the requirement to re-evaluate the employee at six (6) months shall be considered fulfilled.

2. **Personnel files.** An employee shall have the right, at any reasonable time, without the loss of pay, to examine and/or obtain copies of any material from the employee's personnel file as stated in California Labor Law or California Education Code.

2.1 **Location of file**. The personnel file of each employee shall be maintained in the District's Human Resources Office.

2.2 **Right to review and comment**. Information of a derogatory nature, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

2.3 **Disciplinary Files.** No disciplinary action shall be taken for cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employer (e.g. falsified documents etc.). The District shall retain the right to review and introduce employee files two (2) years and older as part of disciplinary proceedings (e.g. Statement of Charges, Skelly Hearings etc.) to establish material facts.

ARTICLE XIII

SAFETY CONDITIONS

1. **Safety conditions**. The District will continue its efforts to provide safe employment conditions.

   1.1 **Reporting unsafe condition**. Any employee who observes a working condition which the employee believes to be unsafe shall report such condition, including reasons for believing it to be unsafe, to the employee's supervisor.

   1.2 **Reporting assaults.** Employees shall immediately report cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.

2. **Reimbursement for replacement or repair of damaged 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 eye glasses, hearing aids, dentures, watches, or articles of clothing when such items are damaged as a result of acts committed by another party while the employee is on duty. The employee must report his losses or damages immediately, or within the next working day, following the occurrence.

3. **Safety equipment.** Should the duties of an employee reasonably require use of any equipment to insure the safety of the employee, the District agrees to furnish such equipment.

ARTICLE XIV

GRIEVANCE PROCEDURE

All matters not contained in this contract and all matters not specifically enumerated within the scope of negotiations shall be subject to District Personnel Policy #4186 and Administrative Procedures #4186(a) through #4186(c).

1. **Definitions**

1.1 **Grievance**. A "grievance" is a claim by an employee or the Federation that the District has violated, misinterpreted, or misapplied an express provision of the Agreement in a manner which adversely affects the grieving employee, a group of employees or the Federation.

1.2 **Day.** A "day" is a day in which the central administrative office of the District is open for business.

1.3 **Immediate administrator.** The administrator who has been designated by the District to adjust grievances, and who exercises responsibility for the grieving employee.

2. **Procedures**

2.1 **Representation.** At any step in the grievance process, either party may elect to have one representative at the meeting where the grievance is discussed.

2.2 **Step 1.** The aggrieved employee shall meet with the immediate administrator, declare a grievance and attempt to resolve the grievance informally. Either party may elect to have one representative subject to prior notification. This meeting shall take place within fifteen (15) days after the occurrence of the act or condition giving rise to the grievance.

2.3 **Step 2**. If the grievance is not settled in Step 1, the aggrieved employee may present to the site principal, with a copy sent to the Superintendent, a written statement of the grievance. If the employee is not assigned to a school site, he or she may present a written statement of the grievance to the Director of Human Resources. Such statement shall be on a form prepared by the District and shall contain: the name of the employee filing the grievance, a listing of the provision(s) of 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. This written statement of the grievance shall be submitted within thirty (30) working days after the occurrence of the act or condition giving rise to the grievance. The principal shall attempt to resolve the grievance as soon as possible, but shall present a written answer to the employee within five (5) working days after receiving the grievance.

Either party may request a meeting to discuss the grievance within five (5) working days. If such meeting is held, the time limit for the submission of the written answer shall be extended for five (5) working days after the close of the meeting.

2.4 **Step 3**. If the grievance is not settled in Step 2, the employee may appeal it to the Superintendent or designee. The designee shall not be the administrator who participated in Step 1 or Step 2 or the grievance process. Such appeal shall be in writing and shall be submitted within five (5) working days after the employee receives the building administrator's Step 2 answer. This appeal shall include a copy of the original grievance, the administrator's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within five (5) working days after receipt.

Either the employee filing the grievance or the Superintendent's designee may request a meeting to discuss the grievance within this five (5) working day period. If such meeting is held, the time limit for the submission of the answer by the Superintendent's designee shall be extended for five (5) working days after the close of the meeting.

2.5 **Step 4.** In the event the grievance is not resolved in Step 3, the Federation or the District may request mediation of the grievance by obtaining the services of a mediator from the State Mediation Conciliation Service (SMCS). The request for mediation must be made within five (5) working days from receipt of the written decision of the Superintendent. Neither party may introduce any settlement offers made in mediation at any subsequent step of the grievance process.

2.6 **Step 5.** If the grievance is not settled in Step 4, the Federation may request advisory arbitration through the State Mediation and Conciliation Service. Such request must be made by the Federation in writing to the Superintendent within ten (10) working days of the Superintendent's decision in Step 3 or ten (10) working days following mediation. The State Mediation and Conciliation Service shall then be requested to submit a list of arbitrators. The Federation and the District shall alternately strike one name until the name of the single actual arbitrator remains. The hearing shall be conducted in a timely manner and according to the rules of the State Mediation and Conciliation Service. By mutual agreement the arbitrator may be requested through the American Arbitration Association. All expenses for this hearing shall be divided equally between the Federation and the District. The findings and recommendations of the arbitrator shall be advisory upon the District and the Federation. The employee may not proceed to this step without the specific written approval of the Federation. A copy of this written permission shall promptly be submitted to the superintendent or designee.

3. General Provisions

3.1 **Effect of filing.** The filing or pendency of any 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.

3.2 **Extension of timelines**. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.

3.3 **Untimely filing or response.** 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 to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance shall be resolved in the manner set forth by the grievant on the grievance form.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. **Severability 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 by 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 effected thereby.

   Invalidated or suspended provisions shall be renegotiated for the remaining term of the agreement.

2. **Entire Agreement: Completion of meet and negotiate**. During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided elsewhere in this Agreement, and agree that they shall not be obligated to meet and negotiate with respect to any subject matter referred to or covered in this Agreement, not on those subjects or materials which were proposed by either party and later withdrawn.

3. **Presentation of initial proposals.** TFCE will present its initial proposals for a successor Agreement by approximately March 30, 2028. The District will present its proposals within 30 calendar days after receipt of the Federation's initial proposals.

TURLOCK UNIFIED SCHOOL DISTRICT
T.F.C.E.
SALARY AND BENEFITS SCHEDULE
2025-2026

POSITION	RANGE	HOURLY RATES STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Duplicating Aide Instructional Media Center Aide	7	19.30	20.26	21.27	22.34	23.45	24.63	25.86
	8	20.26	21.27	22.34	23.45	24.63	25.86	27.15
Attendance Clerk I	8.5	20.77	21.80	22.89	24.04	25.24	26.50	27.83
Health Technician Library Clerk Typist Clerk Community Liaison	9	21.27	22.34	23.45	24.63	25.86	27.15	28.51
Typist Clerk - Head Start	9.1	21.43	22.50	23.62	24.80	26.04	27.35	28.71
Duplicating Technician Library Technician Secretary I ELOP Site Technician	9.5	21.80	22.89	24.04	25.24	26.50	27.83	29.22
Activities Account Clerk Asst. AV / Textbook Clerk Attendance Clerk II Computer Center Technician	10	22.34	23.45	24.63	25.86	27.15	28.51	29.93
Secretary II	10.5	22.89	24.04	25.24	26.50	27.83	29.22	30.68
Secretary II - Head Start	10.6	23.06	24.21	25.42	26.69	28.03	29.43	30.90
	11	23.45	24.63	25.86	27.15	28.51	29.93	31.43
	11.3	23.73	24.92	26.17	27.48	28.85	30.29	31.81
Secretary III Instructional Services Center Technician	11.5	24.04	25.24	26.50	27.83	29.22	30.68	32.22
Activities Account Technician Attendance Specialist AV / Textbook Clerk Registrar School Secretary - Independent Study	12	24.63	25.86	27.15	28.51	29.93	31.43	33.00
District Accounts Payable Specialist	12.3	24.92	26.17	27.48	28.85	30.29	31.81	33.40
Secretary III/Registrar TAS	12.5	25.24	26.50	27.83	29.22	30.68	32.22	33.83
Administrative Secretary I Admin. Secretary-Technology Cafeteria Account Technician Coordinator/Library Resources Technology Support Specialist Technology Support Specialist-Help Desk	13	25.86	27.15	28.51	29.93	31.43	33.00	34.65
	13.5	26.50	27.83	29.22	30.68	32.22	33.83	35.52
Administrative Secretary II Administrative Secretary II/TK-8 Technology Applications Specialist Data Processing Technician	14	27.15	28.51	29.93	31.43	33.00	34.65	36.38

TURLOCK UNIFIED SCHOOL DISTRICT
T.F.C.E. 2025-26 SALARY AND BENEFIT SCHEDULE

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Lead Techn Support Specialist	14.5	27.83	29.22	30.68	32.22	33.83	35.52	37.29
Licensed Vocational Nurse	15	28.51	29.93	31.43	33.00	34.65	36.38	38.20
	16	29.93	31.43	33.00	34.65	36.38	38.20	40.11
District Accounting Technician Purchasing Specialist	16.3	30.27	31.78	33.37	35.04	36.79	38.63	40.56
Data Systems Coordinator Data Systems Specialist - Special Education	16.5	30.68	32.22	33.83	35.52	37.29	39.16	41.12
Data & Information Analyst	18.0	33.00	34.65	36.38	38.20	40.11	42.12	44.23

LONGEVITY:
Employees who have completed fourteen (14) years of uninterrupted service to the District shall be granted a longevity step equal to 5% of Step 7 beginning their 15th year. Employees who have completed twenty (20) years of uninterrupted service shall be granted a longevity step equal to 10.25% of Step 7 beginning their 21st year.

HEALTH & WELFARE BENEFITS:
$12,000 annually ($1,000 monthly) for eligible employees who participate in the District's health benefit plans.
All benefit-eligible TFCE employees hired prior to July 1, 2016 who choose not to take a District-provided health will be afforded the opportunity to cash out the Health Benefit cap of $3,467 annually ($288.92 monthly) and must provide annual verification of health insurance. All benefit-eligible TFCE employees hired on or after July 1, 2016 who choose not to take a District-provided health plan will be afforded the opportunity to cash out the Health Benefit cap of $3,000 per year and must provide annual verification of health insurance.

PREVIOUS LIKE EXPERIENCE:
The District shall allow year for year credit for previous like experience up to two years for non-school experience and up to four years for school experience. (Example - An employee with two years like experience would be placed at Step 3.) These limits may be waived by mutual agreement of the District and the Federation where there are few qualified applicants.

ANNUAL STEPS:
Each employee may be eligible to advance to the next step of his/her classification July 1, provided that the employee is in paid status January 1 of the preceding fiscal year.

BILINGUAL STIPEND: $990 annually

Salary Effective Date: July 1, 2025
Revised Date: May 13, 2026
Adopted by the Board of Trustees on: May 19, 2026

APPENDIX B

HOLIDAYS

For all employees who meet the eligibility as stated below:

	25-2026	**26-2027**
Independence Day	July 4	July 3
Labor Day Holiday	Sept. 1	Sept. 7
Veterans' Day Holiday	Nov. 11	Nov. 11
Thanksgiving Holidays (2 days)	Nov. 27-28	Nov. 26-27
Christmas Eve Day	Dec. 24	Dec. 24
Christmas Day	Dec. 25	Dec. 25
New Year's Day	Jan. 1	Jan. 1
Martin Luther King Day	Jan. 19	Jan. 18
Presidents' Holidays (3 days)	Feb. 12, 13, 16	Feb. 11, 12, 15
Memorial Day	May 25	May 31
Juneteenth	June 19	June 18

Holidays on Saturday or Sunday. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

Holiday Eligibility. Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees who are not normally assigned to duty during the school holidays, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Notwithstanding any section of this Agreement, the District and TFCE agree to comply with any federal or state regulation that requires any holiday to be observed on a particular date unless a waiver to this requirement is granted by a competent authority. In such an instance, if a waiver is not granted, the required date would replace the date so indicated in this agreement.

Turlock Unified School District

Classified Employee (TFCE) Evaluation Report

Name: _____ **Position:** _____

Evaluation Period From: _____ **to** _____ **Location:** _____

Employee Status:

Probationary
- ☐ 3 month
- ☐ 5 month
- ☐ Unscheduled

Permanent
- ☐ Annual
- ☐ 6 Month Re-evaluation
- ☐ 6 month promotion

	Satisfactory	Needs Improvement	Unsatisfactory
I. SKILL QUALIFICATIONS			
1. Knowledge of required skills	☐	☐	☐
2. Quality of work	☐	☐	☐
3. Volume of work	☐	☐	☐
4. Care of equipment and supplies	☐	☐	☐
5. Conscientious attitude toward work	☐	☐	☐
6. Initiative	☐	☐	☐
7. Safety	☐	☐	☐
II. PERSONAL QUALIFICATIONS			
1. Grooming	☐	☐	☐
2. Dependability and attendance	☐	☐	☐
3. Relationship with other employees	☐	☐	☐
4. Public Relations	☐	☐	☐
5. Personality, self-control, poise	☐	☐	☐
6. Response to suggestions	☐	☐	☐
III. GENERAL EVALUATION			
(Indicate appropriate overall rating)	☐	☐	☐

General Comments by site administrator or manager: **Additional comments may be attached.*

Evaluator: _____ _____ Date: _____
Print Name and Title Signature

Employee Comments: **Additional comments may be attached.*

_____ Date: _____
Employee's Signature

NOTE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate complete agreement with all factors of the evaluation. Employee has 10 days to respond in writing per contract.

Definitions and Terms

I. SKILL QUALIFICATIONS

1. Knowledge of Required Skills:	Possesses necessary skills to perform services required of position.
2. Quality of Work:	Work performed by the employee meets accepted standards of the position.
3. Volume of Work:	Demonstrates ability to complete assigned work on time.
4. Care of Equipment and Supplies:	Exercises good judgment and proper care in use and conservation of equipment and supplies.
5. Conscientious Attitude Toward Work:	Tries continuously to do his/her best on any job assigned; accepts change and interruptions graciously.
6. Initiative:	Displays resourcefulness in seeking additional ways to provide service and/or upgrade existing services.
7. Safety	Complies with reasonable safety practices, particularly in situations involving pupils and equipment; practices may reflect specific supervisory directives or forethought for potentially dangerous conditions.

II. PERSONAL QUALIFICATIONS

1. Grooming:	Dresses appropriately in accordance with job assignments and is aware of personal cleanliness.
2. Dependability and attendance:	Accepts responsibility and completes assignments without prompting; complies with established hours of duty; exhibits a pattern of positive attendance.
3. Relationship with Other Employees:	Works harmoniously and cooperatively with others.
4. Public Relations:	Possesses ability to meet the public favorably. Handles parent/student/public matters with fact and discretion.
5. Personality, Self-Control and Poise:	Capable of handling all situations in a mature manner; is impartial in relationships with associates; has ability to create a pleasant working atmosphere.
6. Response to Suggestions:	Accepts constructive and reasonable suggestions pertaining to duties related to position.

III. GENERAL EVALUATION

1. Two (2) "Needs Improvement" marks in any of the thirteen (13) qualifications will result in an overall "Satisfactory" evaluation when all other qualifications are marked "Satisfactory". No reevaluation of the employee shall be required.
2. Three (3) to five (5) "Needs Improvement" and/or one (1) "Unsatisfactory" mark in any of the thirteen (13) qualifications will result in an overall "Needs Improvement" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.
3. Six (6) to thirteen (13) "Needs Improvement" marks in any of the thirteen (13) qualifications shall result in an overall "Unsatisfactory" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.
4. Two (2) "Unsatisfactory" marks in any of the thirteen (13) qualifications shall result in an overall "Unsatisfactory" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.

HOLIDAYS

Work Days	Annual Paid Holidays
102-136	11
137-196	12
197-220	13
221-259	14
260-262	14

SICK

Work Days	Annual Provided Sick
102-135	5.61
136-166	7.5
167-176	9.22
177-200	10
201-220	11
221-259	12
260-262	12

VACATION

Work Days	Vacation
102-135	5.67
136-166	7.56
167-176	9.28
177-200	10
201-220	11
221-259	12
260-262	12

Vacation Longevity	
8-14	1.25
15+	1.67

Employees with 260-262 workdays per year accrue scheduled vacation time off.
Vacation accrued monthly for 260-262 workday employees.
Employees with a work year less than 260 days are paid vacation days as part of their annual salary.
Vacation longevity is calculated based on number of daily work hours; e.g. 6 hours x 1.25 = 7.5 hours vacation.

APPENDIX E

Turlock Unified School District

TFCE Evaluation Agreement

Employee Name: _____ Location: _____

Position: _____ Current Fiscal Year: _____

In accordance with the Collective Bargaining Agreement, Article 12, 1.2, between TFCE and the District "[a]fter five (5) years, the employee and site administrator or manager can mutually agree to have an evaluation conducted every other year." (one evaluation during two fiscal years).

If eligible and mutually agreed to, this "Evaluation Agreement" shall be signed on or before April 30th exempting the employee from the current year's evaluation.

Is the employee eligible for this agreement? ___ Yes ___ No

Both parties agree to waive this year's evaluation? ___Yes ___No

_____ _____

Evaluator Signature **Date**

_____ _____

Employee Signature **Date**

Year of Next Evaluation: _____

***A copy of this agreement shall be submitted to HR and shall be placed in the Employee's Personnel File.**

SIGNATURES

Anthony Silva, President
Board of Trustees
Turlock Unified School District

Maira Gutierrez, President
Turlock Federation of
Classified Employees

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

Maribel Romero, Director, Human Resources
Chief Negotiator
Turlock Unified School District

This Agreement was approved by the Turlock Unified School District Board of Trustees on April 09, 2026.