

AGREEMENT

Between the
Turlock Unified School District

and the
Turlock Teachers Association

July 1, 2014 - June 30, 2017

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ARTICLE I

AGREEMENT

The governing Board of the Turlock Unified School District, hereinafter referred to as the "District" and the Turlock Teachers Association, which is affiliated with the California Teachers Association and the National Education Association, hereinafter referred to as the "Association," have negotiated the following Agreement pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

This Agreement shall remain in effect from the date of ratification up to and including June 30, 2017. For the 2014-2015 school year, the contract is closed. For the fiscal years 2015-2016 and 2016-2017 each party may re-open Article V, Salary and Benefits and two other Articles. Further, by mutual agreement of both the Association and the District, additional Articles may be selected for negotiation.

ARTICLE II

DISTRICT RIGHTS

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

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

ARTICLE III

RECOGNITION

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

Shall Include: Teachers, Permanent, TK-12
Teachers, Probationary, TK-12
Teachers, Temporary, TK-12
Teachers, Intern, TK-12
Teachers, Head Start and State Preschool
Teachers, R.O.P./C.T.E.
Nurses
Counselors, TK-12
Instructional Coaches
Speech Therapists
Resource Specialists

Shall Exclude: Management and supervisors
Interim management and supervisors
Student support staff
Confidential staff
Teachers, Summer School
Teachers, Adult School
Teachers, Substitutes
Counselors, Adult School
Certificated staff, less than half-time

- 3.2 Nothing agreed to herein will prevent adjustments to the units to be made upon mutual agreement of the District and the Association.
- 3.3 As used in this Agreement, the term "employee" refers only to persons included in the bargaining unit.

ARTICLE IV
HOURS OF WORK

4.1 The employee's normal workday shall not exceed 424 minutes. The number of instructional minutes offered shall be at least equal to or greater than the following minimum requirements:

- a. Transitional Kindergarten/Kindergarten - 200 daily minutes***
- b. Extended Day Transitional Kindergarten/Kindergarten – Not to exceed 300 daily minutes
- c. 54,000 annual minutes in grades 1-8 inclusive
- d. 64,800 annual minutes in grades 9-12 inclusive

4.1.1 As of the 2016-2017 school year, student instructional minutes will increase by four (4) minutes per day.

4.2 Employees shall be on duty no less than 10 minutes prior to the start of their first class or preparation period. Employees shall remain on duty at the school building, unless prior arrangements have been made with the site administrator, for at least 10 minutes after the end of their last class or preparation planning period with the exception of employees assigned to a 9-12 comprehensive school site who shall be on duty no less than 5 minutes prior to the start of their first class or preparation period. Employees assigned to a 9-12 comprehensive school site shall remain on duty at the school building, unless prior arrangements have been made with the site administrator, for at least 5 minutes after the end of their last class or preparation planning period. The workday for Transitional Kindergarten/Kindergarten*** teachers shall be no less than that of other employees. Teachers shall remain when an emergency affecting student safety requires unit members to remain longer.

All employees are required to perform duties outside the normal workday. These duties outside the normal workday may include:

Faculty meetings

Public relations evening meetings such as Back-to-School Night and Open House

Parent Communication

4.2.1 Faculty Meetings - Definition

A Faculty Meeting is a meeting under the direction of the site principal or district administration in which all site certificated employees are expected to attend. Faculty Meetings will be limited to no more than two (2) per calendar month and will begin within fifteen (15) minutes of the dismissal bell. Faculty Meetings will not exceed seventy-five (75) minutes per meeting unless a change is mutually agreed upon by the majority of staff members or in an emergency.

4.2.2 Employees shall communicate academic progress and student accountability with parent(s)/guardian(s) beyond traditional notification (e.g. progress reports and report

cards). Communication may include, but is not limited to, web-based programs, formal meetings, telephone calls, electronic mail, and written correspondence.

*** Variations of Transitional Kindergarten/Kindergarten instructional hours may be authorized through the agreement of the site teachers, administrator and the Association. The District and the Association will authorize any changes through side letters subject to final approval by the Board of Trustees.

- 4.3 Employees in grades Transitional Kindergarten/Kindergarten-6 shall have a minimum of a 40-minute duty free lunch period each day. Teachers in grades 7-12 will have a minimum 30-minute duty free lunch period each day.
- 4.4 Employees in grades Transitional Kindergarten/Kindergarten-6 will be provided no less than 135 minutes per week for preparation of lessons and/or voluntary collaboration. Teachers in grades 7-12 will have one (1) preparation period per day equivalent to one (1) teaching period.
- 4.5 Every effort will be made to refrain from assigning teaching duties to employees during preparation periods. However, such teaching assignments may be made during preparation periods when emergencies or unusual situations exist. The preparation period shall be used to substitute for other teachers only in cases of emergency, unusual situations, or by mutual agreement. Employees shall be paid at the hourly rate or receive in-lieu time for additional work assignments performed during preparation periods. Every effort will be made to refrain from scheduling voluntary professional development during preparation periods.
- 4.6 The District shall make a reasonable effort to solicit volunteers to provide substitute service.
 - 4.6.1 If the District is unable to provide a substitute and as a result a TK-12 teacher is assigned all or part of another teacher's class for a half day or more for TK-6, or one (1) period or more for 7-12, the employee providing substitute service shall receive pay at the current District employee substitute rate. The amount of pay will be prorated among the number of affected teachers. The amount of prorated pay per period for grades 7-12 teachers shall be the District employees' substitute rate divided by the number of periods at the employees' school site.
 - 4.6.2 Employees who are not assigned a designated preparation period may acquire in-lieu compensatory time by providing substitute teacher service during periods when they are not assigned student instruction duties if these additional duties result in that employee then needing to remain on campus for an extra hour that same day or the following workday in order to complete his or her regular duties which would otherwise have been completed during that period of substitute service. In unusual situations, with the prior approval of the Principal or designee, this additional hour of service may be completed later than the following workday.
 - 4.6.3 The District shall make every effort to limit the use of bargaining unit members, without a regular teacher assignment, as a substitute.

- 4.7 TK-6 compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's regular hourly rate. The amount of compensatory time granted for any type of service shall equal one (1) hour of compensatory time for one (1) hour of actual work. Seven (7) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full work day.

7-8 compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's regular hourly rate. One (1) instructional period shall be considered the equivalent of one (1) hour. Seven (7) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full work day.

9-12 compensatory time off, in-lieu of additional salary, may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary, which would otherwise be paid at the employee's regular hourly rate. One (1) instructional period shall be considered the equivalent of one (1) hour. Six (6) hours of in-lieu compensatory time shall be considered the equivalent of one (1) full work day.

Employees shall not be entitled to accrue more than four (4) full days of compensatory time at any one (1) time, unless specifically authorized by the Superintendent or designee. Accumulated compensatory time may be transferred from one (1) employee to another only with the specific prior authorization of the Principal. Accumulated compensatory time may be carried over from one (1) school year to the next school year.

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

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

Employees shall have the option to "cash out" any unused compensatory (in-lieu) time at the employee's regular hourly rate for work performed during the contractual work day or at the existing non-instructional rate for work performed outside of the contractual workday. It shall be the responsibility of the employee to notify the Payroll Office, in writing, of the employee's irrevocable decision to be paid for any or all unused compensatory time. This notification must be submitted to the Payroll Office no later than February 15 of that school year. Any employee may submit multiple requests during a school year, but none (0) may be submitted after February 15.

- 4.8 The Traditional calendar consists of 183 workdays. The YRE calendar consists of 179 workdays. Regular full-time employees must be in paid status for at least 138 (75%) workdays to earn a full year of experience credit. Employees who participate in a job share will accrue their time for service credit according to the Job Share provision in this

contract. Regular full-time employees must be on paid status for at least 135 workdays for YRE to earn a full year of experience credit.

The school year consists of 180 student instructional days.

- 4.9 Early morning “A” period classes (9-12) shall not exceed 53 minutes.

4.10 Adjusted Dismissal Days

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

First day of school for dedicated site/faculty meetings to occur within the contracted day.

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

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

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

Grades TK-8 parent conferences

Weekly embedded collaboration time with Professional Learning Community (PLC) activities as directed by site/district administration. One (1) PLC meeting within each trimester/quarter will be used for grade reporting.

- 4.11 Annually, the 9-12 Principals shall prepare a list of adjunct or co-curricular assignments up to twenty (20) hours, to be performed by 9-12 teachers. These assignments shall be filled first by volunteers on a first come-first served basis. When all of the “voluntary” selections have been made, the remaining assignments shall be offered to the employees. When volunteers are exhausted, the site administrator shall assign the remaining duties to teachers by qualifications, expertise and interest. All such assignments are subject to prior approval from the appropriate administrator, except in the case of meetings. Back-to-School Night shall be included in the twenty (20) hours. If additional hours of assignments exceed the number of hours in the bank, those assignments shall be for extra pay.
- 4.12 The work year of Grades 7-12 counselors shall be five (5) days more than that of other employees. These additional days of service shall be determined by the Principal unless otherwise agreed to by the employee and the Principal. The employee’s annual salary shall be increased at the employee’s daily rate to reflect these additional days of service.

Additional days may be assigned by the Principal with the consent of the employee. Compensation for any additional days shall be at the daily rate unless there is mutual agreement between the Principal and the employee for the employee to be compensated with in-lieu time. These compensatory days shall not be included when calculating the counselors’ accrued “in-lieu” compensatory days. However, the same rules as indicated

in this Article shall apply when counselors submit their requests to utilize these compensatory days.

- 4.13 In the event of an emergency or other conditions which would result in less than 180 instructional days, the school year shall be extended for a like number of days after the end of the normal school year to ensure a minimum of 180 days of instruction. These days shall be added on as soon as practicable after the conclusion of the normal school year.
- 4.14 In the event of an emergency or other conditions which would result in fewer minutes of annual instructional time than the previous school year, but not less than 180 instructional days, the following procedures shall apply:
 - 4.14.1 All rally/assembly schedules for the remainder of the school year shall be cancelled before employees may be required to teach beyond their regular workday or regular work year.
 - 4.14.2 If additional minutes of instruction are still required after cancellation of remaining rally/assembly schedules, the District and the Association, by mutual consent, may agree to increase the regular instructional day for whatever number of minutes and for whatever number of days is necessary to ensure the same number of annual instructional minutes as the previous school year.
 - 4.14.3 If the District and the Association do not mutually agree to increase the regular instructional day to achieve the same number of instructional minutes as existed during the previous school year, the District and the Association, by mutual consent, may agree to increase the instructional day during the Final Examination Schedule to ensure the same number of annual instructional minutes as existed during the previous school year.
- 4.15 Notwithstanding any section of this Agreement, the District and the Association agree to comply with any Federal or State regulation or law that requires any holiday to be observed on a particular date unless a waiver is granted by the appropriate Federal or State agency having lawful jurisdiction to grant such waivers. In such an instance, if a waiver is not granted, the required date would replace the date so indicated in this agreement.

ARTICLE V

SALARIES AND BENEFITS

5.1 Salaries

All employees shall be granted year for year credit for allowable prior teaching experience outside of the district. School nurses employed on or after July 1, 2001, shall be granted year for year credit for service as a registered nurse.
Refer to Appendix A.

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

5.2 Health and Welfare Benefits

The District will provide all benefit eligible bargaining unit members, those members working at least half-time, who elect to participate in District provided Health and Welfare benefits with a benefit cap in the amount of \$8,124 as of the 2016-2017 school year, effective July 1, 2016.

5.2.1 Cash Out

- A. Employees Hired Prior to July 1, 2016. All benefit eligible bargaining unit members hired prior to July 1, 2016 shall remain eligible to receive cash in lieu of a District contribution to benefits in the amount of \$5,906/year if the unit member is currently participating in the cash out program and the unit member annually provides proof of alternate insurance.
- B. Employees Hired On or After July 1, 2016. All benefit eligible bargaining unit members hired on or after July 1, 2016 shall be eligible to receive cash in lieu of a District contribution to benefits in the amount of \$3,000/year if the unit member is currently participating in the cash out program and the unit member annually provides proof of alternate insurance.

5.3 Benefits for Early Retirees

After the effective date of this Agreement, an Early Retiree is defined to be a member of the bargaining unit who attains age 55 and retires from active service under the State Teachers' Retirement System provisions.

5.3.1 Health Benefits

Early Retirees may continue coverage on the District's health plan, with the employee paying the cost to the District on a monthly basis, until age 65. The complete payment shall be submitted in accordance with procedures established by the District. Coverage is subject to the conditions and provisions of the District's insurance program, and is limited to group health plans. Employees who are retiring must apply in writing to the District for retirement no later than March 15 of the year prior to retirement to qualify for this coverage. This March 15 deadline may be waived by the District.

Employees with an effective retirement date prior to July 1, 2013, shall receive \$1,500 per year for health benefits, for any period of five (5) consecutive years as determined by the employee at retirement. To be eligible for this benefit, a member of the bargaining

unit must have completed not less than fifteen (15) years of continuous service in the District and must retire from active service.

5.4 In Lieu Compensatory Time

Compensatory time off in-lieu of additional salary may be granted with the mutual prior approval of the employee and the Principal for additional assignments which would otherwise result in additional salary which would be paid at the employee's regular hourly rate. The amount of compensatory time granted for any type of service, except as described in Article IV, Section 4.7, shall be equal to one (1) hour of compensatory time for one (1) hour of actual work.

Employees shall not be entitled to accrue more than 28 hours (four full days) of compensatory time at any one (1) time, unless specifically authorized by the Superintendent or designee. Accumulated compensatory time may be transferred from one (1) employee to another only with the specific prior authorization of the Principal(s). Accumulated compensatory time may be carried over from one (1) school year to the next school year.

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

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

Employees shall have the option to "cash out" any unused compensatory (in-lieu) time at the employee's regular hourly rate for work performed during the contractual work day or at the existing non-instructional rate for work performed outside of the contractual work day. It shall be the responsibility of the employee to notify the Payroll Office, in writing, of the employee's irrevocable decision to be paid for any or all unused compensatory time. This notification must be submitted to the Payroll Office no later than February 15 of that school year. Any employee may submit multiple requests during a school year, but none (0) may be submitted after February 15.

- 5.5 Employees at comprehensive high schools, other than counselors, may be employed for a sixth period by mutual agreement with the employer. Such employees shall be paid an additional one-fifth of their salary schedule placement in lieu of the normal preparation period. Said agreements shall not extend beyond the end of the academic school year. Employees at junior high or alternative education sites, other than counselors, may be employed for a seventh period by mutual agreement with the employer, and shall be paid an additional one-sixth of their salary schedule placement in lieu of the normal preparation period.

- 5.6 Ag teachers shall be paid for approximately 36 days beyond the regular teaching contract, at their regular per diem rate, for summer employment.

5.7 District Employee Substitute Rate

An employee on a non-workday may request to serve as a substitute for other employees in the District. Pay shall be at the rate of \$120 per day for such service.

5.8 Hourly Rates

Employees may be employed for additional time by mutual agreement with the District and will be compensated at the following rates.

Non-Instructional Rate

Employees who perform work which is outside of the normal work day and does not involve direct contact or supervision of students and/or staff will be compensated at \$210.00 per day or \$30.00 per hour.

Instructional Rate

Employees who perform work which is outside of the normal work day and involves direct contact, instruction and supervision of students and/or staff will be compensated at \$40.00 per hour.

5.9 Stipends

See the Certificated Salary Schedule for a list of paid stipends and the descriptions thereof. All stipends are subject to specific prior approval of the principal or designee and approval of the Board of Trustees.

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

5.10 CLAD/BCLAD Stipends

Employees who have obtained a CLAD credential and were employed by the District prior to July 1, 2008 shall receive a CLAD stipend in the amount of \$731.

Employees who have obtained a BCLAD credential and were employed by the District prior to July 1, 2008 shall receive a BCLAD stipend in the amount of \$731. Employees hired July 1, 2008 moving forward who have obtained and are utilizing a BCLAD credential in their teaching assignment shall receive a stipend in the amount of \$731. Employees utilizing a BCLAD credential outside of their normal workday will be compensated at the non-instructional rate.

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

5.11 Year-Round Education Rotating Teacher Stipend

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

5.12 21st Year Longevity Step

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

5.13 26th Year Longevity Stipend

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

5.14 31st Year Longevity Stipend

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

5.15 Combination Class Stipend

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

5.16 Speech and Language Pathologists will be reimbursed for the cost of obtaining their Speech, Language Pathology and Audiology license effective July 1, 2007. This reimbursement will remain in effect as long as Speech and Language Pathologist services are reimbursed by Medi-Cal funds.

5.17.1 Units for Salary Advancement

Credit for additional units beyond a bachelors degree must be approved in advance of registration. Credit for additional units beyond a regular credential or degree must be limited to 15 semester units in a fiscal year, July to June. Units may be accrued over more than one year. One semester unit equals a minimum of 15 hours of class time

There shall be no exception to this paragraph except in those cases where an employee requests and received approval from the District for the exception prior to the completion of the course.

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

- Graduate level, post BA courses provided by accredited universities that may be recognized as part of an advanced degree, credential or certificate.
- Other coursework, training or conferences that will enhance job performance or effectiveness and demonstrate a level of rigor such as lecture, interaction with the instructor and class participants, assessments, assignments/projects.

All coursework and/or professional training applied toward units for advancement must meet the following criteria:

- Occur outside the regular work day
- Meet the bargaining unit member's assignment or professional growth goals, as approved by the site principal.

Units earned through conferences, classes, workshops, and courses paid for with District funds and/or attended during contract time will not be eligible for salary advancement. In general, university extension units based on accumulated hours of workshop/conference attendance will not be eligible for salary advancement. If a teacher receives prior approval as an exception to these cases AND elects to pay additional fees for unit credit, those units would apply for salary schedule advancement.

The deadline for filing transcripts of courses for salary column advancement shall be September 10. The District may waive this deadline for unusual or extenuation circumstances.

ARTICLE VI
LEAVES OF ABSENCE

6.1 **Leaves for Illness or Injury**

Each employee will be allowed ten (10) days of absence due to accident, illness or quarantine each year, and any days not used will be accumulated by the employee for use, if necessary, during succeeding years. Employees are covered by State Compensation Insurance Fund for injury in the line of duty.

After all earned sick leave days, at full pay, have been used and additional absence due to illness, accident, or quarantine is necessary, the employee shall receive the difference between his own salary and the amount paid a substitute up to a total of five (5) school months.

The employee must verify any absence and must complete such reports as required by the District.

Any employee who has unused leave of absence for illness or accident accumulated in another California school district at the time he is employed (in the local district), shall be credited in this district with the accumulated days in accordance with law.

It is the employee's responsibility to notify the District Office in writing so that necessary documents may be completed to accomplish the transfer of benefits.

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

6.2 **Pregnancy/Birth Leave**

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

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

Accumulated sick leave may be applied to such leave. After all accumulated sick leave is exhausted, the employee is eligible to receive the difference between her salary and that paid to the substitute employee filling her position for a period of up to five (5) months or for the duration of the temporary disability, whichever is less.

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

An employee desiring a leave of absence for a period of time longer than the actual temporary disability, as determined by the employee and her physician, may request a leave of absence without pay pursuant to Section 6.9 of this article.

6.3 Paternity Leave

An employee shall be granted three (3) days of paid leave immediately before, during, or after the birth of his child. This leave may also be taken in connection with the adoption of a child. The three (3) days of leave is non-accumulative, and it shall not exceed three (3) days in any school year. Prior notification is required. In addition, four (4) personal necessity days may be used from the employee's accumulated sick leave.

6.4 Adoption Leave

An employee shall be granted three (3) days of paid leave immediately before, during, or after the birth of an adopted child and/or date when the employee has received physical custody of an adopted child. The three (3) days of leave is non-accumulative, and it shall not exceed three (3) days in any school year. Prior notification is required. In addition, four (4) personal necessity days may be used from the employee's accumulated sick leave.

Permanent employees shall be entitled to up to six (6) weeks of differential pay leave immediately after the employee has received physical custody of an adopted child subject to the following conditions:

The employee shall provide written notice to the District Human Resources Administrator of the employee's intent to pursue an adoption no less than ninety (90) calendar days prior to the beginning of the leave.

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

6.5 Personal Necessity Leave

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

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

Death or serious illness of a member of his immediate family;

Accident, involving his person or property, or the person or property of a member of his immediate family;

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

Other cases of personal necessity approved in advance by the Principal.*

The employee shall not be required to secure advance permission for leave for (1) death or serious illness of a member of his immediate family or (2) accident involving his person or property, or the person or property of a member of his immediate family. However, advance notification is required. Serious illness is defined as a sickness that may be terminal.

A request for a substitute teacher shall be made prior to the absence.

A Record of Absence form shall be filed, prior to the absence, whenever possible.

Personal necessity leave may not be used for recreation, seeking employment outside the District, or concerted activities against the District.

From the maximum of seven (7) days of personal necessity leave each year, employees may take three (3) days of Discretionary Leave with advance notification to the Principal or supervisor. The remaining four (4) days are to be used consistent with normal contractual reasons for personal necessity leave. The Principal or supervisor may only deny such request if this leave will result in more than 4% of the employees of the District being granted this Discretionary Leave on the requested date(s); if a qualified substitute teacher is not available; or if school-wide testing and or in-service training is being conducted on the requested day(s) and the Principal determines that such leave will have an adverse impact on the testing or required in-service training. This leave shall not be available during periods of work stoppages, sickouts, or other concerted activities.

In the case of hardship, by mutual agreement of the Turlock Teachers Association President and the Superintendent or his/her designee, additional days of personal necessity may be drawn from the employee's sick leave balance. Should the request be denied, the denial will not be subject to the Grievance Procedure.

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

*The employee may grieve the decision of the Principal.

6.6 Differential Pay Leave

For good reason, employees may be granted "differential pay" leaves by the District with the approval of the Superintendent (or designee) and the Association President (or designee). Differential pay leave for this section of this Article shall be defined as the employee's normal salary minus the actual cost of the substitute from the employee's salary who has been granted such leave. Denial of this leave shall not be subject to the Grievance Procedure.

6.7 Association Leave

The District shall grant no more than fifteen (15) days of Association leave to the President of the Association or his/her designee. The Association shall reimburse the District for the cost of the substitute for these fifteen (15) days. These fifteen (15) days shall not be used for any kind of concerted activities against the District.

The President or designee shall have the option of utilizing any or all of these fifteen (15) days of leave in half-day increments with non-contiguous hours if a suitable substitute is available and is willing to accept such a half-day assignment with non-contiguous hours. For example, instead of the President's or designee's absence being from 8:00 a.m. until 11:00 a.m. it might be from 10:00 a.m. until 11:00 a.m. and then again from noon until 2:00 p.m. It shall be the responsibility of the President or designee to clarify this

information to the Principal, school secretary and substitute when such an arrangement is made.

This option for non-contiguous absences shall only be available for the President or designee for Association Leave and shall not be available to other bargaining unit members.

6.8 Leave for Study and Travel or Study Only

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

This leave of absence may be granted for periods of up to one (1) full year. Salaries and all other benefits, including health and welfare benefits, shall be 50% of normal salaries and benefits for that portion of the school year which is utilized for such an approved leave. (Example: A YRE employee with 176 workdays who is on such leave for 60 workdays would have his/her annual salary and health and welfare benefits reduced by 17% ($60/176 \times 50\%$) of the normal amounts.) These reductions in salaries and benefits shall be made during payroll periods which occur during the approved leave unless the District and the employee have mutually agreed to an alternate arrangement.

6.9 Leave of Absence Without Pay

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

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

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

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

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

6.10 Military Leave

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

6.11 Bereavement Leave

An employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out of state travel or travel beyond 300 miles from Turlock is required, on account

of the death of any member of his immediate family. Days need not be consecutive. *No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board of Trustees.

*Members of the immediate family are: Mother, father, step-mother, step-father, grandmother, grandfather, or a grandchild of the employee or the spouse/domestic partner of the employee, and the spouse/domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, or sister of the employee or any person living in the immediate household of the employee. Also included shall be any foster child or foster parent of the employee if such physical placement of the child in the foster home was made by legal foster placement.

6.12 Industrial Accident Leave

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

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

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

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

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

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

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

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

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

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

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

6.13 Jury Duty Leave

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

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

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

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

6.14 Catastrophic Leave

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

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

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

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

a. Catastrophic Illness or Injury: As defined by Education Code section 44043.5(a)(1) "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and such incapacity requires the employee to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

b. Family Member: For purposes of this policy, a family member is defined as a spouse/domestic partner, child or step-child, legally adopted child, foster child if such physical placement of the child in the foster home was made by legal foster placement, mother or father, step-mother or step-father, or any relative living in

the home of the employee for whom the employee has sole responsibility. The Committee will give consideration to special circumstances.

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

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

e. Exhaustion of Leave Entitlement: The employee has exhausted all paid leave entitlement when all accrued paid leave, and thirty (30) days of differential pay leave has been used for employee injury or illness.

6.14.4 Procedure:

a. The employee who is suffering from a catastrophic illness or injury shall submit a written request for leave donation to the Turlock Teachers Association President. The employee must have exhausted all entitlement to paid leave as defined in section 6.14.3 (e), to be eligible for leave donations. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request. Information of financial hardship must also be submitted.

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

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

d. 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.

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

Association President within ten (10) work days from the date of the notification seeking leave donations.

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

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

6.15 Pre-Retirement Reduction of Workload

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

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

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

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

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

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

- 6.15.6 The employee shall receive health benefits as provided in Section 53201 of the Government code in the same manner as a full-time employee. The employee shall contribute to the State Teachers Retirement System the amount which would have been contributed had the employee been employed full-time. The District shall also contribute to the State Teachers Retirement System an amount based upon the salary that would have been paid to the employee for full-time service. Unless otherwise mutually agreed between the District and the employee, the employee shall be paid in twelve (12) pro-rata payments.
- 6.15.7 The employee shall work full time starting on the first day of the school year and shall continue to work full time until she or he has completed one-half of the number of school days for the school year, except that teachers on an early Year Round track shall continue to work full time through and including the last school day in December. By mutual consent of the District and the employee, he or she may continue to work full time until a later date. The employee shall then remain on full-time leave of absence through the remainder of the school year.
- 6.15.8 An employee shall only be entitled to a single one-time participation in this reduction of workload program. The period of this part-time employment shall be for a maximum of two (2) consecutive school years.
- 6.15.9 The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. This subdivision shall not apply to any employee subject to Education Code Section 22724.
- 6.15.10 Initial requests for participation must be submitted in writing by the employee to the District's Human Resources Administrator no later than March 15 of the school year immediately prior to the first year of participation.
- 6.16 Employees shall be eligible for exchange days subject to the following conditions:
- Employees must apply to the site administrator(s) one (1) week prior to the desired exchange. The request shall contain both unit members' signatures
- The site administrator(s)' approval is final.

ARTICLE VII

TRANSFER, ASSIGNMENT AND REASSIGNMENT

Transfers and reassignments may be initiated by either the District or the employee. Vacancies shall be posted on-line and at school sites. The District shall have the final decision in determining transfers, assignments and reassignments, except as required by law or the specific provisions of this Article. Such decisions shall not be arbitrary or capricious.

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

VOLUNTARY TRANSFER is defined as movement initiated by the employee.

INVOLUNTARY TRANSFER is defined as movement initiated by the District.

TEMPORARY TRANSFER is defined as movement that is employee or District initiated to an assignment that has a specified beginning and ending date.

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

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

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

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

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

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

7.1. Voluntary Transfers

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

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

- 7.1.3 Current employees are guaranteed a minimum of five (5) days from the posting date to submit the Request for Transfer form to the Human Resources Office before any vacancy can be filled. If the application deadline date on the District's on-line application system extends beyond those five (5) days, current employees may still submit the Request for Transfer form for that position.
- 7.1.4 The District will consider requests for transfer if the requesting employee possesses the appropriate credential, training, experience and abilities for the vacant position. For each position, applicants who are selected for an interview, including transfer requests, shall be afforded the same interview process.
- 7.1.5 When considering voluntary transfers for a coming school year, the District shall offer an interview to employees who were either involuntarily reassigned or involuntarily transferred for the current school year. The interview shall be for positions the employee has requested a transfer to and for which they are qualified. It shall be the obligation of the employee to submit a Request for Transfer form to the Human Resources Office.
- 7.1.6 In instances where an employee accepts a temporary transfer, the District shall agree to return the employee to the previous assignment at the conclusion of the duration of the transfer, providing the vacancy exists. The affected employee shall make the request in writing on the district-provided form at the time of the reassignment.
- 7.1.7 Transfer decisions shall be based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for transfer and any personal hardships of affected employees. When the qualifications and skills of two or more affected employees are deemed by the District to be approximately equal, the District shall also consider the District seniority of those being considered for such a transfer.
- 7.1.8 If requested, the employee shall be given the reason for the denial of the voluntary transfer in writing and/or be able to request to meet with the Superintendent or designee regarding the reasons for the denial.
- 7.1.9 Vacant positions that occur after the start of the school year shall be filled with a temporary employee and posted for vacancy for the following school year.
- 7.2. Involuntary Transfers
- 7.2.1 Reasons for an Involuntary Transfer include:
- Educational needs of the District;
 - Balancing the staff of a school or department;
 - Changes in enrollment;
 - Placement of personnel returning from leaves;
 - Opening and closing of schools; and
 - Reduction or elimination of staffing or programs.

- 7.2.2 If requested, the employee shall be given the reason for the transfer in writing and/or be able to request to meet with the Superintendent or designee regarding the reasons for the transfer.
- 7.2.3 Employees who are to be involuntarily transferred shall have the right to indicate a preference of assignment, if more than one (1) transfer option is available.
- 7.2.4 No employee may be transferred as a means to punish.
- 7.2.5 When involuntary transfers are required because of changes in enrollment, the District will consider voluntary transfers first. The District is not obligated to accept the request by a volunteer who does not meet the educational needs of the District.
- 7.2.6 Involuntary transfer decisions will be based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for involuntary transfer and any personal hardships of affected employees. When the qualifications and skills of two or more affected employees are deemed by the District to be approximately equal, the District shall also consider District seniority of those being considered for such an involuntary transfer.
- 7.2.7 The District will consult with Grade 7-12 Department Chairpersons and the affected employee prior to the involuntary transfer.
- 7.2.8 In instances where an employee accepts an involuntary transfer, the District shall agree to return the employee to the previous assignment at the beginning of the year immediately following the duration of the transfer, provided the assignment exists. The affected employee shall make this request in writing on the district-provided form at the time of the involuntary transfer.
- 7.2.9 When considering employee initiated transfers for a coming school year, the District shall offer an interview to employees who were either involuntarily reassigned or involuntarily transferred for the current school year. The interview shall be for positions the employee has requested a transfer to and for which they are qualified. It shall be the obligation of the employee to submit a Request for Transfer form to the Human Resources Office.
- 7.2.10 An employee who has been involuntarily transferred five (5) days prior to the contractual year shall have for preparation two (2) days, at daily curriculum rate, before assuming the new assignment.
- 7.2.11 During the contractual year, an employee who has been involuntarily transferred shall have for preparation two teaching days, at full salary, before assuming the new assignment.

7.3. Assignments and Reassignments

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

- 7.3.2 The District will consult with grade 7–12 Department Chairpersons and the affected employee prior to the reassignment.
- 7.3.3 Employees who request a reassignment shall notify the site Principal. Such requests will normally only be considered when there is a vacancy or when two or more employees request to trade assignments.
- 7.3.4 The District may involuntarily reassign employees for any of the following reasons:
- Educational needs of the District;
 - Balancing the staff of a school or department;
 - Changes in enrollment;
 - Placement of personnel returning from leaves;
 - Opening and closing of schools;
 - Reduction or elimination of staffing or programs.
- 7.3.5 No employee may be involuntarily reassigned as a means to punish.
- 7.3.6 Involuntary reassignments shall be made based upon the educational needs of the District. In making its decision, the District shall consider the credential(s) and the educational background and experience of those being considered for involuntary reassignment and any personal hardships of affected employees. When the qualifications and skills of two or more affected employees are deemed by the District to be approximately equal, the District shall also consider the District seniority of those being considered for involuntary reassignment.
- 7.3.7 In instances where an employee accepts an involuntary reassignment, the District shall agree to return the employee to the previous assignment at the beginning of the year immediately following their initial reassignment, providing the assignment exists. The affected employee shall make this request in writing on the district-provided form at the time of the reassignment.
- 7.3.8 An employee who is involuntarily reassigned to a different track shall be given first consideration for subsequent vacancies on the previous track.
- 7.3.9 The Principal will attempt to honor the requests of employees for assignments and reassignments if the requesting employee possesses the appropriate credential, training, experience and abilities for the indicated position. However, the final decision with respect to assignment and reassignment is solely within the discretion of the District.
- 7.3.10 An employee who has been involuntarily reassigned five (5) days prior to the contractual year shall have for preparation two (2) days, at daily curriculum rate, before assuming the new assignment.
- 7.3.11 During the contractual year, an employee who has been involuntarily reassigned shall have two (2) teaching days for preparation, at full salary, before assuming the new assignment.

- 7.3.12 The District shall make a reasonable effort to limit the number of different course offerings assigned to grade 7–12 teachers during a school year.
- 7.4. Opening or Closing of Schools
In the event that the District determines to open a new school or close an existing school, the District shall reasonably notify the Association of the pending District action and provide the Association with an opportunity to address the impact of such action upon the certificated unit as it relates to the collective bargaining agreement or other mandatory subjects of bargaining.

ARTICLE VIII

CLASS SIZE

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

TK-3	1:24	School Site Average per the LCFF Grade Span Adjustment
4-12	1:32	District Average

If a classroom teacher at grades TK-3 is assigned more than twenty-six (26) students, or if a classroom teacher at grades 4-6 is assigned more than thirty-four (34) students or twenty-nine (29) in a combination class, for more than five (5) consecutive student attendance days, the classroom teacher may request in writing for the District Class Size Committee to review the matter and make recommendations to the Superintendent or designee. The District Class Size Committee shall be composed of one (1) teacher from each elementary school site selected by the Association and two (2) administrators selected by the Superintendent. The Class Size Committee shall consider the request and make written recommendations to the Superintendent within ten (10) student attendance days of receipt of the written request from the classroom teacher. Any meeting of the District Class Size Committee shall not occur during regularly assigned work time. The Superintendent's decision shall be final.

In making (7-12) class size decisions, the District will consider these variables:

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

ARTICLE IX
EVALUATION

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

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

The evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis. A written evaluation of the employee's overall performance shall be completed at least once each school year for probationary employees and at least every other year for permanent employees. An evaluation will be completed at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time E.C. 44664 (3).

Evaluation and assessment of the overall performance and competence of employees shall include but not be limited to:

1. The progress of pupils toward the standards established by the District;
2. The instructional techniques and strategies used by the employee;
3. The employee's adherence to curricular objectives established by the District and the State of California;
4. The establishment and maintenance of a suitable learning environment;
5. Performance of other duties normally required as part of or as an adjunct to regular assignments.

The evaluation of classroom teachers shall include the findings of a documented classroom observation(s) conducted by the evaluator(s) unless due to the unavailability of the employee. The evaluation document should include:

1. Description of the employee's assignment;
2. Instructional techniques and strategies used by the employee;
3. Employee's adherence to the curricular objectives;
4. Maintenance of a suitable learning environment within the scope of the employee's responsibility;

5. Progress of pupils toward the standards established by the Board of Trustees;
6. Adherence to the California State Standards for the Teaching Profession.

Observation Procedures:

1. By the 20th day of the employee's school year, notification will be made for those teachers to be evaluated.
2. A meeting between a tenured teacher or non-teaching employee, whose most recent classroom observations and evaluations were satisfactory, will be held within the first six (6) weeks of the employee's school year to reach mutual agreement upon:
 - a. Formal or non-formal classroom observation(s) with the consent of the teacher and evaluator; informal evaluation alone will suffice for experienced employees who have consistently demonstrated satisfactory performance for an extended period of time;
 - b. Observation(s) is done by either a series of unscheduled drop-in visits or by a scheduled observation(s) for the major portion of an entire period of instruction;
 - c. If requested by either the evaluator or employee, formal written goals and objectives will be submitted to the evaluator for approval;
 - d. A review of the employee's overall duties and responsibilities upon which primary focus will be given for professional growth and improvement;
 - e. Types of assessment that may be utilized to measure student growth;
 - f. Possible optional and creative methods which employee and evaluator may wish to incorporate into the evaluation such as self-evaluation, peer evaluation, student in-put, etc. Such optional methods should only be utilized with mutual consent of both parties.
3. All permanent teachers whose most recent classroom observation and/or evaluation were not satisfactory shall have a formal classroom observation(s) documented. Additional observations may be conducted as determined by the evaluator.
4. All probationary or temporary teachers shall have a formal classroom observation(s) documented. Additional observations may be conducted as determined by the evaluator. Their first observation shall be completed before the end of December.
5. Permanent non-teaching employee shall be evaluated through the observation process.

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

If after discussing the observation with the employee, the evaluator determines that there is inaccurate information included in the report, the evaluator shall change the report.

7. If a classroom teacher receives an unsatisfactory observation, the teacher shall have the right to an additional observation in another class which the teacher is currently assigned to teach of the teacher's choice and/or an observation by a concurrent evaluator. Additional observations may occur on an as-needed basis. A teacher who receives an unsatisfactory evaluation shall be given specific recommendations to help improve their performance.
8. If a non-teaching employee receives an unsatisfactory observation, the employee shall have the right to an additional observation in another job responsibility of the employee's choice and/or an observation by a concurrent evaluator. Additional observations may occur on an as-needed basis.
9. If so requested, by either the employee or the evaluator, a scheduled observation shall be preceded by a pre-observation conference where the employee and evaluator will discuss the objectives, strategies and expected outcomes of the lesson(s) or activities. The employee shall request this conference at least three (3) working days prior to the observation.

Evaluation Procedures

1. Pursuant to Education Code Section 44663, the written evaluation must be transmitted to the certificated employee no later than thirty (30) days before the end of the indicated school year and the final conference must be conducted before the last day of school. The results of documented observation(s) shall be reflected in the evaluation of the employee. The employee shall have the right to representation during the evaluation conference.
2. The employee shall have up to ten (10) working days to submit a written response to any written observation or evaluation report to become part of that observation or evaluation. The signature of the employee acknowledges receipt, but does not necessarily indicate agreement.
3. An employee who is assigned to more than one (1) school site shall be evaluated at only a single site with input from their other sites. However, if the employee receives an unsatisfactory evaluation, the District may require an additional evaluation(s) at the second school site.

4. An employee who receives an unsatisfactory evaluation shall be evaluated the following school year.

Peer Assistance Review Program

If the District and the Association agree to implement a Peer Assistance Review Program for Teachers commencing with Education Code Section 44500, the results of an employee's participation in the Peer Assistance Review shall be made available as part of the evaluation of any employee participating in the Peer Assistance Review Program.

1. Once an employee receives three (3) unsatisfactory evaluations, the employee shall be required to participate in this Peer Assistance Review Program if required by Education code section 44664 or any other written agreement between the District and Turlock Teachers Association. The District may require reasonable remediation at no expense to the employee.
2. If an employee participates in the Peer Assistance Review Program for teachers commencing with Education Code Section 44500, the results of an employee's participation in the Peer Assistance Review shall be made available as part of the evaluation of any employee participating in the Peer assistance Review Program.

ARTICLE X

SAFETY CONDITIONS

The District will continue its efforts to provide safe employment conditions. Any employee who observes working conditions which the employee believes to be unsafe shall report such condition, including the reasons for believing it to be unsafe, to the employee's supervisor. If requested, the employee shall be given a written response within fifteen (15) working days. Employees shall immediately report cases of assault or threatened assault, suffered by them in connection with their employment, to their immediate supervisor.

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

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

The employee must report his losses or damages to the Principal's office immediately, or within the next working day, following the occurrence.

An employee whose person or property is injured or damaged by the willful misconduct of a pupil may request the school District to pursue legal action as stipulated in Education Code Sections 48909 and 48910.

To provide for employee safety, the District, within the first 30 days of the school year shall make accessible, at each school site, a written copy of the District's policies on safety procedures and student discipline, including the rights of suspended students.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1 *Definitions:*

- 11.1.1 A "grievance" is a claim by the grievant or Association that the District has violated, misinterpreted, or misapplied an express provision of the Agreement in a manner which adversely affects the grieving employee personally.
- 11.1.2 A "day" is a work day in which the central administrative office of the District is open for business.
- 11.1.3 An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving employee.

11.2 *Procedure:*

- 11.2.1 Step 1. The grievant or Association shall meet with the immediate supervisor and attempt to resolve the grievance informally.
- 11.2.2 Step 2. If the grievance is not settled in Step 1, the grievant or Association may present to the building administrator, with a copy sent to the Superintendent, a written statement of the grievance. Such statement shall be on the Turlock Unified School District/Turlock Teachers Association Statement of Grievance form and shall contain: a listing of the provision(s) of the Agreement alleged to have been violated, a statement describing the precise conduct of the District alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), and a listing of the specific actions requested to remedy the grievance. This written statement of the grievance shall be submitted within ten (10) days after the occurrence of the act or condition giving rise to the grievance. The building administrator shall attempt to resolve the grievance as soon as possible, but shall present a written answer to the grievant or Association within five (5) days after receiving the grievance.
- 11.2.3 Step 3. If the grievance is not settled in Step 2, the grievant or Association may appeal it to the Superintendent. Such appeal shall be in writing and shall be submitted within five (5) days after the grievant or Association receives the 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 the Superintendent's designee shall respond to the appeal in writing within five (5) days after receipt. Either the grievant or Association filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this five (5) day period. If such meeting is held, the time limit for the submission of the Superintendent's answer shall be extended until five (5) days after the close of the meeting.

- 11.2.4 Step 4. If the grievance is not settled in Step 3, the grievant or Association may request mediation of the grievance by obtaining the services of a mediator from the State Mediation and Conciliation Service. Such request must be made by the grievant or Association in writing to the Superintendent within ten (10) working days of the Superintendent's decision in Step 3 within the allotted timeline. The parties shall engage in mediation in a good faith effort to resolve the grievance. The grievant or Association may waive this step by written notice and proceed to Step 5.
- 11.2.5 Step 5. If the grievance is not settled in Step 4, the Association may submit, within five (5) days, a notice in writing to the Superintendent that the Association is proceeding on to advisory arbitration.

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

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

- 11.2.6 Step 6. If the grievance is not settled in Step 5, the Association may appeal to the Board of Trustees. Such appeal shall be in writing, and shall include a copy of the original grievance and all answers submitted in the prior steps of the grievance procedure. The appeal must be submitted to the Board of Trustees within five (5) days after the arbitrator has given his Step 5 answer. Subject to timely inclusion on the agenda, the Board of Trustees shall respond in writing within five (5) days after the first regularly scheduled board meeting following the appeal.

11.3 *General Provisions:*

- 11.3.1 The filing of a grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.
- 11.3.2 Timelines for action by either party shall begin the day following the receipt of the written grievance documentation.
- 11.3.3 The time limits on the filing and processing of grievances may be extended only by mutual agreement committed to in writing.
- 11.3.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer the grievance within the time limits provided at a particular step (unless such time limits are extended by written

agreement or as provided in 11.3.3 and 11.3.5), the grievance may be appealed to the next step within the appropriate time limits.

- 11.3.5 The Association shall be entitled to a single thirty (30) calendar day delay during any one (1) of the above indicated steps if the grievant and/or Association would otherwise not be able to meet a required timeline because of being off track or on summer vacation. Before utilizing such a delay the grievant and/or Association shall submit a written intent to the appropriate administrator handling the next step of the grievance which shall indicate intent to pursue the grievance. Failure to submit such written intent shall result in forfeiture of this right to a thirty (30) calendar day delay. All applicable timelines shall resume at the conclusion of the requested thirty (30) calendar day delay.
- 11.3.6 If a question arises as to the arbitrability of an issue, the arbitrator shall rule on the issue only after the merits of the case have been heard.
- 11.3.7 The decision of the arbitrator shall be advisory only and shall be in the form of a written recommendation to the Board of Trustees. Copies of the recommendation shall be simultaneously submitted to the District, the Association, and the grievant. The arbitrator's recommendation shall set forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator's recommendation shall be limited solely to the interpretation and application of this agreement to the precise issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment for that of the District.

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

ARTICLE XII

TERMINATION OF PROBATIONARY EMPLOYEES

Probationary employees shall receive a "Letter of Intent" by March 15th of their first and second year if their employment will continue to the following school year. In the event the governing board or its designee, does not give notice on or before March 15th of their decision to non-reelect, the employee shall be deemed reelected for the next succeeding school year.

The governing board or its designee shall notify probationary employees on or before March 15th of the employee's second complete consecutive school year of employment with the district, of their decision to reelect or non-reelect the employee for the next succeeding school year.

Upon completion of two complete consecutive school years of employment where no notice has been provided to non-reelect by the March 15th date, the employee shall be classified as and become a permanent employee with the district. Probationary employees are subject to release without cause during this two (2) year period.

ARTICLE XIII

SEPARABILITY AND SAVINGS

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

ARTICLE XIV

YEAR-ROUND EDUCATION PROGRAM

- 14.1 The District may adopt and implement a Year-Round Education Program for students in the District which may change some working conditions for employees, but the District shall not violate any provision in this Article.
- 14.2 Employees assigned to a Year-Round Education Program shall have no more than 176 workdays which shall include no more than 175 student attendance days. The Year Round Education Program shall be a modified 4-track program generally described as a sixty (60) student attendance day / twenty (20) student non-attendance day schedule. By mutual agreement of the District and the Association an alternate Year-Round Program and work year may also be implemented. A modified traditional schedule may also be added as an additional track. The total number of work days, student attendance days, and instructional minutes for this additional traditional track shall be the same as the other tracks at that site. A reasonable effort will be made to not have only one (1) workday in any week. However, traditional non-workdays such as District holidays will remain as non-workdays and employees will be assigned no more than 176 workdays. A single track YRE school will work 181 days. The District may take any action to ensure compliance with all incentive provisions in Education Code Sections 46200 - 46204 concerning days of instruction for students and amounts of instructional minutes.
- 14.3 The student instructional day and the employee workday in the Year-Round Education Program shall be increased to ensure that the annual number of instructional minutes in the Year-Round Program are as identical as possible to those in a Traditional Program. Minimum days shall be provided on the first and last day of each track.
- 14.4 Employees wanting to transfer out of a school which is originally implementing a Year-Round Education Program to another school shall follow the procedures in Article VII, but such employees shall be given first consideration for vacancies.
- 14.5 When an existing school site changes from a traditional school calendar to a Year-Round Education Program, the employees shall be initially assigned a track by the Principal according to the following procedures:
 - 14.5.1 The teachers of that grade level or department shall have an opportunity to meet as a group with the Principal.
 - 14.5.2 If unanimous agreement is reached among the affected teachers regarding their respective track assignments, the Principal shall not overrule this decision unless the Principal has good reason to believe that this selection of assignments will be detrimental to the instructional program of the school. If the Principal overrules the unanimous decision of the affected teachers, the Principal shall state his/her reasons in writing to the affected teachers if so requested by any of the affected teachers.
 - 14.5.3 If the Principal overrules the unanimous decision of the affected teachers, or if the teachers cannot reach unanimous agreement among themselves, initial

assignment to a track shall be made by the Principal after consideration of the following factors:

Certification of the employee;

Training and experience of the employee;

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

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

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

- 14.5.4 Any employee who disagrees with the initial track assignment made by the Principal may appeal it in writing to the Superintendent specifying the reason(s) for the appeal. The Superintendent (or designee) shall review the appeal and make a decision within ten (10) workdays. The Superintendent's decision shall be final, but such decision shall not be arbitrary and capricious.
- 14.5.5 The District shall make a good faith effort to notify Year-Round Employees of their initial track assignment no later than April 1 of the prior school year.
- 14.6 When an additional school is opened as a new Year-Round Education Program, the employees shall be initially assigned a track by the Principal according to the following procedures:
 - 14.6.1 Initial tracks shall first be selected by those employees who voluntarily transfer to the new site. These initial tracks shall be selected by mutual consent of the teacher and the Principal.
 - 14.6.2 Remaining initial tracks shall be selected by teachers who are involuntarily transferred to the new site. These remaining initial tracks shall be selected according to the provisions in Article XIV, Section 14.5.
- 14.7 The District within its discretion may request employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees shall be credited with one (1) additional illness leave day for each such twenty (20) additional days actually worked.
- 14.8 The District within its discretion may request employees to work different student attendance days than those on the regular work calendar without changing the number of workdays. Employees who agree to do so may rescind such agreement on a yearly basis.
- 14.9 Teachers assigned to the Year-Round Education Program shall be provided with a reasonable opportunity to serve as mentor teachers, participate on District committees, SIP activities, professional growth conferences, instructional council, or any leaves

specified in the Agreement. The District will make a good faith effort to involve all employees in a Year-Round Education Program in any District elections, surveys or questionnaires. However, the District shall have no obligation to provide additional compensation to employees who voluntarily participate in such activities during their non-workdays. By mutual agreement between the District and the employee, additional compensation may be provided at the curriculum rate when the employee participates in such activities during their non-workdays.

- 14.10 Air conditioning and heating shall be provided to each classroom in the Year-Round Education Program. Flexibility to begin earlier in emergency conditions due to hot days or failure of air conditioners will be at the discretion of the District.
- 14.11 Portable storage cabinets shall be provided to each teacher in the Year-Round Education Program who must move to another classroom.
- 14.12 Reasonable assistance in moving materials of teachers (two (2) rolling cabinets and one (1) filing cabinet) shall be provided when a teacher must move to another room.
- 14.13 Special consideration shall be given to avoid moving Kindergarten classes.
- 14.14 Teachers assigned to the Year-Round Education Program may be granted leaves of absence for periods of less than one (1) year if approved by the District.
- 14.15 If the District adopts and implements a Year-Round Education Program, and then later determines to eliminate part or all of such program, it shall give reasonable prior notice to the Association.
- 14.16 Transfers and Reassignments of Year-Round Employees - The provisions of Article VII of this Agreement shall apply regarding voluntary or involuntary transfers and reassignments of employees who are currently assigned to a Year-Round Education Program. However, if the transfer or reassignment will result in the employee changing to an assignment on a later payroll cycle, the employee may remain on his/her current payroll cycle if such an adjustment is necessary to insure that there will be no interruption in monthly payroll warrants. (Example - YRE employee is currently on payroll cycle from July 31, 1992, through June 30, 1993; Employee is transferred to an assignment which is normally paid on cycle from September 30, 1993, thru August 31, 1994; employee may elect to remain on cycle from July 31, 1993, thru June 30, 1994).

Employees who request this payroll adjustment may be required to complete a written request on a form prepared by the District which shall also include an agreement by the employee to repay the District for any over-payments in the event that the employee does not complete the required number of paid days of service in the school year. The District will make every effort to notify employees no later than April 1 if an involuntary transfer or reassignment will result in a change to a different track or to a different work year schedule for the following school year.

ARTICLE XV

JOB SHARING

- 15.1 Teachers wishing to participate in the job sharing program shall apply through their Principal no later than March 15 of the prior school year. The request shall include a specific plan including the names of the two (2) participating teachers and their respective job sharing schedules. The Principal shall make appropriate recommendations and forward said request to the Superintendent or designee.
- 15.2 The District shall have the sole authority in determining whether or not to approve any request for job sharing.
- 15.3 Job sharing shall be approved for one (1) year only, but teachers wishing to continue participating may reapply for the following school year.
- 15.4 The job sharers may cover for each other for short term illnesses, at the rate currently authorized by the District for substitute teachers, with the mutual consent of the Principal and the "covering" teacher.
- 15.5 Teachers who request job sharing shall submit a written request for a leave of absence for 50% of their position for that school year. Said request for leave shall only be acted upon by the District if the request for job sharing is also approved.
- 15.6 Job sharing shall be 50% for both participating teachers.
- 15.7 Salaries and all other benefits, including health and welfare benefits, shall also be 50% of normal salaries and benefits for those teachers participating in job sharing.
- 15.8 This article shall only apply to those teachers who have specifically been approved for job sharing by the Superintendent and the Board of Trustees.
- 15.9 Teachers who work in job share arrangements shall advance on the certificated salary schedule every two (2) years, irrespective of the number of hours worked per day or number of days worked per week. It shall be the responsibility of the employee to notify the District in writing of this accrued service credit. Any employee who completes more than 75% of the total work days (132 YRE or 135 Traditional) in a school year will receive year for year service credit.

ARTICLE XVI

PEER ASSISTANCE AND REVIEW

- 16.1 Beginning July 1, 2000, the District implemented the California Peer Assistance and Review Program for Teachers (PAR Program) under California Education Code Sections 44500 – 44508 consistent with the provisions of this Article. A permanent classroom teacher shall become a program participant if said teacher has received an unsatisfactory evaluation during the preceding school year.
- 16.2 The District and the Association agree that the PAR Program in any school year may be contingent upon the actual receipt by the District of adequate funding from the State specifically designated for the PAR Program. The District shall not, however, terminate or suspend the PAR Program without the concurrence of the Association prior to June 30, 2006.
- 16.3 A Joint Teacher – Administrator Panel shall be established annually to administer the PAR Program. It shall be composed of three (3) permanent classroom teachers selected by the Association and two (2) administrators selected by the Superintendent. Each party shall also select two (2) alternates. Panel members shall be selected no later than June 1st of the preceding school year. All decisions made by this panel shall normally be by consensus. If consensus cannot be attained, then decisions shall be made by a super majority vote with a minimum of four (4) out of five (5) votes. The panel shall select a chairperson who shall have the responsibility of scheduling and coordinating meetings.
- 16.4 The duties of the Joint Panel shall include the following:
- 16.4.1 Select consulting teacher(s) consistent with this Article and applicable law no later than October 15th. As required by Education Code Section 44502(c)(2), before a consulting teacher is selected, the Joint Panel shall conduct at least one (1) classroom observation of the candidate which shall be arranged and scheduled by the chairperson of the Joint Panel.
- 16.4.2 Assign each consulting teacher to a specific program participant(s).
- 16.4.3 Review peer assistance reports of program participants prepared by consulting teachers. This shall include two (2) interim reports and one (1) draft of the final report to the Joint Panel.
- 16.4.4 Make confidential written reports and recommendations to the Superintendent regarding participants in the PAR Program, including forwarding the names of any participants in the PAR Program who, after sustained assistance for a school year, are not able to demonstrate satisfactory improvement. Members of the Joint Panel shall not disclose the confidential written reports and recommendations except to the Principal, Superintendent or designee, and the Governing Board.
- 16.4.5 Annually evaluate the impact of the PAR Program and submit recommendations for improvement to the Superintendent and the Association no later than June 15.

- 16.5 The consulting teacher(s) selected by the Joint Panel shall meet the following criteria:
- 16.5.1. A full-time permanent classroom teacher who has experience as a full-time classroom teacher for at least five (5) years.
 - 16.5.2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
 - 16.5.3. Not a member of the Joint Panel.
 - 16.5.4. Volunteers to be a consulting teacher and agrees to perform all duties faithfully and competently.
 - 16.5.5. In the event that no suitable member of the bargaining unit is available and/or willing to accept an assignment as a consulting teacher for any participating teacher who has received an unsatisfactory evaluation, the Joint Panel may select a suitably qualified certificated person who is not a permanent employee of the District. This could include selecting retirees of the District, including those currently employed as part of the District's Early Retirement Incentive Program. It could also include selecting certificated employees or retirees of other school districts.
- 16.6. The duties of the consulting teacher(s) shall include the following:
- a. Professional assistance to program participants to improve teaching skills and subject matter knowledge. The professional assistance shall be in collaboration with the Principal of the program participant.
The professional assistance shall include, but not be limited to, specific written suggestions for improvement, sample instructional materials, possible specific lesson plans, and advice on available resources;
 - b. Preparation of written objectives for the participating teachers. These objectives shall be written in consultation with the Principal and the participating teacher. In the event that the consulting teacher and Principal cannot agree upon the content of these objectives, the Joint Panel shall establish the objectives;
 - c. Prepare two (2) interim written reports briefly describing the progress of the participating teacher(s) for review by the Joint Panel no later than December 1 and April 1 of that school year;
 - d. Prepare drafts of final Peer Assistance Reports of program participants and submit them to the Joint Panel no later than May 1. These draft reports shall be based upon clear performance objectives established at the beginning of the peer review process which shall be in writing, aligned with pupil learning, and consistent with Education Code Section 44662:
 - (1) The progress of pupils toward the standards established for expected pupil achievement at each grade level in each area of study.
 - (2) The instructional techniques and strategies used by the teacher.

- (3) The teacher's adherence to curricular objectives.
 - (4) The establishment and maintenance of a suitable learning environment, within the scope of the teacher's responsibilities.
 - e. The drafts of the final Peer Assistance Reports shall be based upon no less than six (6) classroom observations of at least forty-five (45) minutes for each program participant, and on no less than three (3) conferences with each program participant regarding the classroom observations. If the classroom observations require release time for the consultant teachers, such observations must be scheduled with the prior approval of the Principal(s);
 - f. Collaboration and cooperation with the Principal and/or Superintendent or designee;
 - g. Each observation shall be preceded and followed by pre and post observation conferences. These conferences shall be conducted outside of the regular classroom schedule for both the consulting teacher and participant;
 - h. Preparation of a written summary of each observation. A copy of this summary shall be provided to the participant no later than the post observation conference.
- 16.7 The draft of the final Peer Assistance Reports shall be prepared by the consulting teacher and presented to the Joint Panel for review. After reviewing this draft, the final Peer Assistance Report shall then be completed by the Joint Panel. It then shall be placed in the personnel file of the program participant within ten (10) calendar days of delivery to the program participant, the Principal, the Joint Panel and the Superintendent or designee. Peer Assistance Reports are confidential documents which will be treated as such. The program participant may submit a written response which shall be attached to the Peer Assistance Report in the personnel file. A written response by the program participant is the sole remedy to the Peer Assistance Report.
- 16.8 Panel members who are unable and/or unwilling to faithfully and competently complete their obligations as members or alternates of the panel may be removed by a super majority vote of four (4) out of five (5) possible votes by the panel. If a panel member is removed or terminates employment during the school year, he/she shall be replaced by an alternate for the remainder of that school year. A replacement alternate shall then be selected. The Superintendent shall determine replacements for the participating administrators and the Association shall determine replacements for the members of the bargaining unit.
- 16.9 The three (3) classroom teachers selected to the Joint Panel and the consulting teachers selected by the Joint Panel are not considered to be either management or supervisory for purpose of the Educational Employment Relations Act.
- 16.10 The three (3) classroom teachers selected to the Joint Panel and the consultant teachers selected by the Joint Panel shall have the same protection from liability and access to appropriate defense as other employees acting within the scope of employment under the relevant provisions of the Government Code.

- 16.11 Since the three (3) permanent classroom teachers on the Joint Panel will be required to perform duties related to their assignment on the Joint Panel outside of their regular work day, each shall receive a \$500 Stipend.
- 16.12 Since the consulting teachers will be required to perform duties related to their assignment as consulting teachers outside of the regular work day, each shall receive a stipend of \$2500 per participant assigned to that consulting teacher.
- 16.13 With the concurrence of the consulting teachers, the Joint Panel may assign two (2) consulting teachers to share the responsibilities and stipend for the assignment of a participant. The Panel and the consulting teachers shall determine the pro-rata sharing of this \$2500 stipend.
- 16.14 Program participants shall receive no additional compensation as a result of their participation in the PAR Program.
- 16.15 Consulting teachers who are required by the Joint Panel to attend training sessions outside of their normal work hours shall be compensated at the curriculum rate.
- 16.16 No more than five percent (5%) of the state funding received for implementation of the PAR Program may be expended for administrative expenses.
- 16.17 After all related and lawful expenses have been deducted; all remaining additional state revenue specifically derived from the District's early implementation of the PAR Program shall be used solely for staff development as jointly approved by the District and the Association. "Additional state revenue" is defined as the additional revenue per mentor allocation that the District receives for early implementation of the PAR Program. At the time of this Agreement that additional revenue was \$2800 per mentor allocation.

For example: The District receives \$56,000 additional revenue based upon twenty (20) mentor allocations during a given school year; all related and lawful expenses for the PAR Program total \$12,000 during that same school year; the District and the Association shall then jointly determine the expenditures of the remaining \$44,000 for lawful in-service activities. Any "remaining" funds that are not spent during any school year shall be carried over into the following school year and shall be subject to the same joint approval by the District and the Association.

ARTICLE XVII

ORGANIZATIONAL SECURITY

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

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

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

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

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

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

- 17.5 Any unit member making a religious objection as set forth in Section 17.4 above, and who requests that the grievance provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance procedures. The Association is authorized to charge the employee for the reasonable cost of using such procedures.
- 17.6 The Association agrees to completely defend, indemnify, and hold the District harmless from any and all claims, demands, or suits, or other actions arising out of the provisions contained in this Article. The Association also agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE XVIII

PROVISIONS FOR HEAD START AND PRESCHOOL TEACHERS

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

1. The attached current salary schedules for Head Start and Preschool teachers shall be included as an attachment to this agreement (refer to Appendix C and D). The Head Start program follows a federal fiscal year of September 1 through August 31. The State Preschool program follows a state fiscal year of July 1 through June 30.
2. Calendars for both Preschool and Head Start programs shall be established in conjunction with the establishment of the TK-12 traditional and YRE calendar and will follow the guidelines set forth by state and federal regulations.
3. Preschool teachers may be required to work up to the equivalent of five (5) additional days prior to the first day of classes for that school year to perform home visits, orientation and intake.
4. The workday of Preschool and Head Start teachers shall include assigned instructional time, preparations, parent meetings, home visits, parent and staff conferences, student supervision, necessary shopping, staff and in-service meetings and other relevant duties as assigned by the District. In addition to the assigned hours of work, Preschool and Head Start teachers shall be entitled to a non-paid duty free lunch period of at least thirty (30) minutes.
5. Additional duties specifically assigned and approved in advance by the Delegate Coordinator or other authorized administrator beyond the normal contracted workday or work year shall be compensated at the employee's normal hourly rate of pay.
6. Class sizes shall be in accordance with prevailing state and federal regulations for the State Preschool and Federal Head Start programs.
7. Teachers shall comply with all regulations required by the State Preschool and Federal Head Start programs
8. Duty hours for each teaching position shall be established by the District.
9. Teachers will be charged for actual hours used unless a substitute is hired. If a substitute is hired, the teacher will be charged a half day (for example three (3) hours for a six (6) hour teacher) or a full day depending on the time absent.

ARTICLE XIX

LAYOFF FOR LACK OF FUNDS

The Association agrees to be governed by the Education Code of the State of California with respect to Layoff For Lack of Funds.

ARTICLE XX

WORK YEAR CALENDAR

The calendars for 2015-2016 and 2016-2017 are to be negotiated and will include adjusted dismissal days for TK-12 on the first and last day of school as well as for weekly embedded collaboration per Section 4.10 above.

ARTICLE XXI

PROGRESSIVE DISCIPLINE

- 21.1 Discipline shall be for just cause only and shall follow due process.
- 21.2 Progressive discipline shall be corrective and remedial and shall include the following steps except in instances where the unit member's conduct constitutes a threat to the safety of students, employees or property or involves dishonesty or gross misconduct:
- Verbal warning which may include a conference summary memorandum
 - Written warning
 - Letter of reprimand
 - Suspension without pay
- 21.3 Before discipline, at the level of suspension without pay, is imposed, the unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed, and notice of the right to appeal such discipline by filing a grievance at the District Office level of the Grievance Procedure Article of the Collective Bargaining Agreement.
- 21.4 Discipline under this Article is limited to suspensions of fifteen (15) days or less.

ARTICLE XXII

ENTIRE AGREEMENT

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

APPENDIX A

TURLOCK UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE								2016-17
STEP	I BA to BA +44	II BA to BA +44 w/MA	III BA +45	IV BA +45 w/MA	V BA +60	VI BA +60 w/MA	VII BA +75	VIII BA +75 w/MA
1	53,441	54,643	55,873	57,270	58,701	60,169	61,824	63,524
2	54,643	55,873	57,270	58,701	60,169	61,824	63,524	65,271
3	55,873	57,270	58,701	60,169	61,824	63,524	65,271	67,066
4	57,270	58,701	60,169	61,824	63,524	65,271	67,066	68,910
5	58,701	60,169	61,824	63,524	65,271	67,066	68,910	70,977
6	60,169	61,824	63,524	65,271	67,066	68,910	70,977	73,107
7	61,824	63,524	65,271	67,066	68,910	70,977	73,107	75,300
8	63,524	65,271	67,066	68,910	70,977	73,107	75,300	77,559
9	65,271	67,066	68,910	70,977	73,107	75,300	77,559	79,886
10			70,977	73,107	75,300	77,559	79,886	82,482
11					77,559	79,886	82,482	85,162
12					79,886	82,482	85,162	87,930
13					82,482	85,162	87,930	90,788
14							90,788	93,739
15							93,739	96,785
21	66,773	68,568	72,479	74,609	83,984	86,664	95,241	98,287
26	68,275	70,070	73,981	76,111	85,486	88,166	96,743	99,789
31	69,777	71,572	75,483	77,613	86,988	89,668	98,245	101,291

Classifications

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

See Article V, 5.17.1 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development)

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

ANNUAL BENEFIT AMOUNT - \$8,124** 183 WORK DAY SCHEDULE

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

The effective date for this schedule shall be July 1, 2016. It shall remain in effect until supplanted by a new schedule.

Adopted by the Board of Trustees: October 18, 2016

Special Assignments-Stipends

Class I Assignment \$4200

HS Band Director
HS Head Athletic Coach
HS Cheer Leader Advisor

Class III Assignment \$2750

HS Asst. Athletic Coach
HS Asst. Cheer Leader Advisor

Class IV Assignment \$2000

NJROTC Advisor
HS Choral Music Teacher
HS Color Guard/Drill Team Coach
HS Orchestra Advisor
HS Student Government Advisor
HS Mock Trial Advisor
FFA Advisor
Jr. High Athletic Director

Class VI Assignment \$1250

Activity/Club Advisor >75 hrs
All Other Jr. High Athletic Coaches
Tech Lead Teacher
Jr. High Drama Advisor

Class VIII Assignment \$500

Activity/Club Advisor < 50
Assembly/Rally Coordinator

Jr. High Guitar
TK-8 Sponsor of Intramural Sports
YRE Rotating Teacher

Class II Assignment \$3600

HS Athletic Director
HS Newspaper Advisor
HS Speech Advisor
HS Yearbook Advisor
HS Drama Advisor

Class V Assignment \$1500

Career/Work Experience Advisor
Weight Room Supervisor
Jr. High Yearbook Advisor
Jr. High Band Director
Jr. High Choral Director
Jr. High Orchestra Director
Jr. High Head Athletic Coaches
Department Chair

Class VII Assignment \$750

Activity/Club Advisor 50-75 hrs
Jr. High Student Govt Advisor
K-6 Combination Classes
K-8/Cont Site Newspaper Advisor
TK-6 Yearbook Advisor
Outdoor Education

Class IX Assignment Other

Counselors 7-8	\$2,000
Counselors 9-12	\$2,500
PLC Lead Teacher	\$1,500
Intern/Speech Therapist Support	
Provider	\$1,200/participant
BTSA Support Provider	\$1,200/participant
CLAD/BCLAD*	\$731
PAR Consulting Teacher	\$2,500/participant
PAR Joint Panel Member	\$500

*See Article V, Section 5.10

APPENDIX B

TURLOCK UNIFIED SCHOOL DISTRICT								2016-17
COUNSELOR SALARY SCHEDULE								
STEP	I BA to BA +44	II BA to BA +44 w/MA	III BA +45	IV BA +45 w/MA	V BA +60	VI BA +60 w/MA	VII BA +75	VIII BA +75 w/MA
1	54,893	56,128	57,391	58,826	60,296	61,804	63,503	65,250
2	56,128	57,391	58,826	60,296	61,804	63,503	65,250	67,044
3	57,391	58,826	60,296	61,804	63,503	65,250	67,044	68,888
4	58,826	60,296	61,804	63,503	65,250	67,044	68,888	70,782
5	60,296	61,804	63,503	65,250	67,044	68,888	70,782	72,906
6	61,804	63,503	65,250	67,044	68,888	70,782	72,906	75,093
7	63,503	65,250	67,044	68,888	70,782	72,906	75,093	77,346
8	65,250	67,044	68,888	70,782	72,906	75,093	77,346	79,666
9	67,044	68,888	70,782	72,906	75,093	77,346	79,666	82,056
10			72,906	75,093	77,346	79,666	82,056	84,723
11					79,666	82,056	84,723	87,476
12					82,056	84,723	87,476	90,319
13					84,723	87,476	90,319	93,255
14							93,255	96,285
15							96,285	99,415
21	68,587	70,431	74,449	78,636	86,266	89,019	97,828	100,958
26	70,130	71,974	75,992	78,179	87,809	90,562	99,371	102,501
31	71,673	73,517	77,535	79,722	89,352	92,105	100,914	104,044

Classifications

Column I - BA Degree to BA+44 semester units or 66 quarter units.

Column II - BA Degree to BA+44 semester units or 66 quarter units with MA (Masters or earned Doctorate degree)

Column III - BA Degree +45 semester units or 67 1/2 quarter units.

Column IV - BA Degree +45 semester units or 67 1/2 quarter units with MA (Masters or earned Doctorate degree)

Column V - BA Degree +60 semester units or 90 quarter units.

Column VI - BA Degree +60 semester units or 90 quarter units with MA (Masters or earned Doctorate degree)

Column VII - BA Degree +75 semester units or 112 1/2 quarter units.

Column VIII - BA Degree +75 semester units or 112 1/2 quarter units with MA (Masters or earned Doctorate degree)

See Article V, 5.17.1 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development)

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

ANNUAL BENEFIT AMOUNT - \$8,124**

188 WORK DAY SCHEDULE

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

The effective date for this schedule shall be July 1, 2016. It shall remain in effect until supplanted by a new schedule.

Adopted by the Board of Trustees: October 18, 2016

APPENDIX C

TURLOCK UNIFIED SCHOOL DISTRICT HEADSTART PROGRAM HOURLY RATE SCHEDULE 2016-17

COLUMN	I	II	III	IV
Step	AA (or AS) degree	AA (or AS) + 30 units	BA degree	BA +45 units
1	23.49	23.90	27.82	28.31
2		24.32	28.31	28.81
3		24.75	28.81	29.31
4			29.31	29.82
5			29.82	30.34
6			30.34	30.87
10			30.87	31.41
15			31.41	31.96

ANNUAL BENEFIT AMOUNT: \$8,124**

PROVISIONS TO THE SALARY SCHEDULE:

1. CLASSIFICATIONS:

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

2. SPECIAL ASSIGNMENTS:

CLASS I - \$1,124

Lead Teacher

Teacher / Trainer (per semester)

- 3. See Article V, 5.17.1 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development).
- 4. The deadline for filing transcripts of courses for salary column advancement shall be September 10.
- 5. The effective date of this schedule shall be September 1, 2016.

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

Adopted by the Board of Trustees: October 18, 2016

APPENDIX D

TURLOCK UNIFIED SCHOOL DISTRICT PRESCHOOL PROGRAM HOURLY RATE SCHEDULE 2016-17

COLUMN	I	II	III	IV	V	VI
Step	Associate permit only	Associate permit with 30 units	Teacher certificate	AA (or AS) degree	AA (or AS) + 30 units	BA degree
1	22.35	22.69	23.09	23.49	23.90	27.82
2		23.09	23.49	23.90	24.32	28.31
3			23.90	24.32	24.75	28.81
4			24.32	24.75	25.18	29.31
5				25.18	25.62	29.82
6					26.07	30.34
10					26.53	30.87
15					26.99	31.41

ANNUAL BENEFIT AMOUNT: \$8,124**

PROVISIONS TO THE SALARY SCHEDULE:

1. CLASSIFICATIONS:

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

2. SPECIAL ASSIGNMENTS:

CLASS I - \$1,124

Lead Teacher

Teacher / Trainer (per semester)

3. See Article V, 5.17.1 for language specific to Units for Salary Advancement (ref. BP 4131 Staff Development).


4. The deadline for filing transcripts of courses for salary column advancement shall be September 10.

5. The effective date of this schedule shall be July 1, 2016.

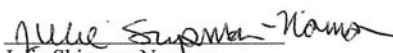
**See Article V, 5.2.1 for language specific to cash out opportunity.

Adopted by the Board of Trustees: October 18, 2016


SIGNATURES



Frank M. Lima, President
Board of Trustees
Turlock Unified School District



Julie Shipman-Norman
President
Turlock Teachers Association



Dana Salles Trevethan, Superintendent
Secretary to the Board of Trustees
Turlock Unified School District

This Agreement was ratified by the Turlock Unified School District Board of Trustees
and the Association on October 18, 2016.