

Tracy Unified School District
Tracy Educators Association
TENTATIVE AGREEMENT
August 15, 2018

This is a tentative agreement between the Tracy Unified School District ("TUSD") and Tracy Educators Association ("TEA") (together referred to as the "parties") reached on August 15, 2018.

1. This Tentative Agreement completes negotiations for the 2017-2018 and 2018-2019 school years. There will be no additional reopener negotiations for the 2017-2018 or 2018-2019 school years.
2. All articles that are currently open will be closed upon ratification of this tentative agreement and remain as status quo for the 2017-2018 and 2018-2019 school years, with the exception of those items listed in number 3 below.
3. The parties previously reached Tentative Agreements on the following for the 2017-2018 school year:

ARTICLE VI – HOURS – Change section A.3, C.1 AND E.10. – Revised Tentative Agreement signed on August 15, 2018. (See attached)

ARTICLE VII – DUTIES - Change Section B.4, B.5, C.1, E. 1, K.1 – Tentative Agreement signed on May 16, 2018. (See attached)

ARTICLE XIII SALARIES (COMPENSATION) - Change Section A– Tentative Agreement signed on August 15, 2018. (See attached)

ARTICLE XIV – FRINGE BENEFITS – Change section A and B.1b – Tentative Agreement signed on August 15, 2018. (See attached)

ARTICLE XVI – TRANSFER/REASSIGNMENT – Add Section H– Tentative Agreement signed on April 20, 2018. (See attached)

ARTICLE XXIX – PERSONAL NECESSITY LEAVE – Status Quo -Tentative Agreement signed on April 19, 2018. (See attached)

ARTICLE XXXI – SICK LEAVE – A.6 -Tentative Agreement signed on April 19, 2018. (See attached)

ARTICLE XXXIX - DURATION – Changes to section A and B - Tentative Agreement signed on August 15, 2018. (See attached)

ARTICLE XLII – SUPPORT OF AGREEMENT – Updated Signatures - Tentative Agreement signed August 15, 2018. (See attached)

SPECIAL EDUCATION APPENDIX I – signed on November 1, 2017. (See attached)

SIDE LETTER ARTICLE XVII – EVALUATION - The parties continue to agree to meet during the 2018-2019 school year to negotiate changes to Article XVII – Evaluation (as well as all related Appendix documents) – signed on May 16, 2018. (See attached)

4. This Agreement and the attached Tentative Agreements are subject to ratification by TEA and the District's Governing Board of Trustees and shall become effective upon ratification.

Tentatively agreed to this 15th day of Aug., 2018 in Tracy California.



Tammy Jalique, Associate Superintendent
For Human Resources



Marco Marchini, TEA Representative

TENTATIVE AGREEMENT (REVISED)

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE VI HOURS

A. ANNUAL CALENDAR

3. For the 2010-2011 and 2011-2012 school years only, the three voluntary staff development buy-back days provided for below in the current collective bargaining agreement between the parties shall be suspended as permitted by law.

Contingent upon receiving funding from the state, an additional three (3) days will be designated as voluntary staff development buy-back days for all unit members. Contingent upon receiving funding from the state, unit members will be paid \$249 for each voluntary staff development day at which they are present. If the amount of the state funding changes, the negotiation teams for TEA and the district will meet to determine the daily rate. Unit members who choose not to attend the voluntary staff development days shall not be held accountable for specific content presented on those days. However, unit members are responsible for maintaining and improving their professional skills and implementing district and site goals and objectives and state mandates.

A staff development advisory committee will be formed annually and begin to meet no later than the end of March to evaluate the current year's staff development activities and develop recommendations to the District for staff development activities for the following school year. The committee will be comprised of Association unit member representatives appointed by TEA from the following areas: K-5, K-8, 6-8, 9-12, YRE, and Special Education **(e.g. RSP, SDC, APE and/or SLP unit members)**, as well as District and site administrators.

C. MEETINGS

1. Early release Mondays are held for the purpose of district and site staff development, grade level meetings, curricular planning, site improvement plans, inter-site collaboration, etc. No more than two (2) meeting days held by the District or site administration each month shall extend more than one hour beyond the contracted day for which unit members shall not be compensated. The time may be extended by mutual consent, but no unit member will be required to stay beyond the one (1) hour. On all early release Mondays, the District and sites will set the agenda with input from the teachers. Each Monday's designation will be set and made available to unit members prior to the first early release Monday of the school year.

Unit members will normally be provided agenda topics by the end of the business day on the Thursday prior to the early release Monday, with the understanding that topics may change prior to the meeting.

In addition to the **two (2)** ~~three (3)~~ meeting days, unit members shall not be required to attend more than one (1) program meeting (a program is established by the District, approved by the Board of Trustees, incorporated into the school plan, serves specific groups of students and may vary from site to site) per month for each program in which they are involved. Examples of programs include, but are not limited to, G.A.T.E., Title I, E.L.L., AVID, I.B., A.P. and Special Education. Department Chair meetings may be held on any workday [other than one of the **two (2)** ~~three (3)~~ meeting days] unless mutually agreed by the principal/designee and the department chairs. Department Chair meetings shall be concluded by 5:00 p.m. unless extended by mutual agreement between the principal/designee and the department chairs.

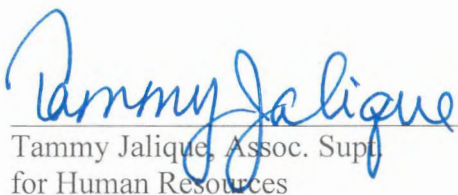
E. PREPS (see Article XXXV for K 8 Schools)

New section to be added:

- 10. The District shall provide four release days, two in the Fall semester, and two in the Spring semester for RSP, SDC, APE and SLP unit members to complete Special Education related paperwork. These two release days must be taken on a Tuesday, Wednesday or Thursday, and worked at a TUSD site. The unit member is responsible for entering each release day as “school business” in the absence reporting system to obtain a substitute. When no substitute is available, internal coverage shall be arranged by the school site.**

The above changes will also be reflected in the Special Education Appendix I.

Tentatively agreed to this 15th day of Aug, 2018, in Tracy, California.


Tammy Jalique, Assoc. Supt.
for Human Resources


Marco Marchini, TEA Representative

TENTATIVE AGREEMENT - Revised

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE VII **DUTIES**

A. ASSIGNMENT OF SUBSTITUTES

1. For a reported absence of less than a half day, unit members may, if they choose to do so, attempt to obtain a preferred teacher (or teachers) to substitute for them from within their same subject matter or grade level. In such a case, the procedure is as follows:
 - a. Upon successfully obtaining a preferred teacher (or teachers), the unit member shall make a good faith effort to notify the site administration or designee of the teacher (or teachers) providing the coverage.
 - b. In the case that a unit member is unsuccessful in obtaining a preferred teacher (or teachers), the unit member shall notify the site administration or designee.
2. In the event a District substitute is unavailable, the administration shall cover the vacancy in order of priority as follows:
 - a. A unit member may voluntarily sign up to substitute during his/her preparation period or volunteer to take on additional students during their instructional day. These unit members will be asked, on a rotational basis, to substitute during their prep time or take on additional students on a school wide basis.
 - b. In the absence of volunteers, K-12 unit members may be required, on a rotational basis, to substitute or take on additional students twice during the first 90 instructional days of the school year and twice during the second 90 instructional days of the school year.
 - c. Unit members may be required to substitute or take on additional students more than twice in a 90-day period in case of emergency. During an emergency, unit members will be assigned to cover a vacancy or take on additional students on a rotational basis. The definition of an emergency is when a situation exists where a class is unavoidably uncovered, a District substitute is unavailable, and the District has attempted to recall to their classrooms, when feasible, teachers who are out on school business.

B. COMPENSATION FOR COVERAGE

1. Unit members who substitute during their preparation period shall be compensated at the Class Coverage pay rate, shown on Appendix B, in the following manner:
 - If the unit member works less than 30% of the period, the unit member shall receive 1/3 of the class coverage pay rate shown on Appendix B.
 - If the unit member works 30% or more of the period, the unit member shall receive compensation for a full class period.
2. K-12 unit members shall be compensated 1/30th of the District's Class Coverage pay rate as shown on Appendix B per hour, or portion thereof, for each student assigned to his/her class because a substitute is unavailable. Compensation will be based on the amount of time that the student(s) is under the direct supervision of the unit member.
3. The District Class Coverage pay rate shall be increased annually by the same percentage as the regular salary schedule for the duration of this contract. Unit members shall be compensated monthly within the Supplemental Pay System.
4. **4th and 5th grade teachers will be paid for the loss of prep when the music or PE teacher is unavailable and there is no sub. The unit member will be compensated at the class coverage rate identified in Appendix B.**
5. **Unit members teaching a combo class at grades 4 and 5 excluding SDC, RSP, and other Special Ed classes, or--Gate or other specialized programs will receive a stipend located in Appendix B.**

C. COMPENSATION FOR VOLUNTARY ACTIVITIES

1. Unit members who are assigned and perform duties at the following activities will be compensated at the hourly rate shown on Appendix D.
 - a. High school Saturday graduation
 - b. Interviews/Recruitment on-weekends and during summer **outside contract hours at the hourly rate as shown on Appendix D.**
 - c. ~~W.A.S.C. accreditation (4-hour minimum to meet with visiting committee)~~ **W.A.S.C. accreditation time spent in meetings held on non-contract days will be compensated at the hourly rate shown on Appendix D for the time spent with the visiting committee, and with a minimum of 4 hours of compensation regardless of the time spent with the visiting committee. If the assignment exceeds 4 hours, the unit member will be compensated at the hourly rate shown on Appendix D for actual hours worked.**

D. 8th GRADE PROMOTION

1. Participation at 8th grade promotion during the normal contract day may be mandatory for unit members assigned promotion duties and shall be considered part of the normal contract day for compensation purposes. As determined by the site administrator, participation at 8th grade promotion outside of the normal contract day may be
 - a. voluntary, and unit members will not be compensated
 - b. scheduled as one of the three school-wide education activities which occur outside the normal contract day, and unit members will not be compensated
 - c. mandated, but if not one of the three school-wide education activities which occur outside the normal contract day, unit members will be compensated according to Appendix D, Hourly Salary Schedule

E. PROFESSIONAL DUTIES

1. In addition to assigned classroom teaching (or support service) duties, unit members shall continue to perform other reasonable professional duties, many of which may occur outside the normal on-site duty obligation. Such duties include, but are not limited to: conferring and counseling with pupils, parents, staff, and administrators. K-8 unit members shall not be required to perform more than three (3) school-wide educational activities which occur outside of the regular contract day and high school unit members shall not be required to perform more than two (2) school-wide educational activities outside of the regular contract day. Such school-wide activities shall be identified by each school site at the beginning of each school year **and shall conclude no later than 8:00 p.m. School sites may continue to hold program meetings after 8:00 p.m. if mutually agreed upon by the unit member(s) and site administration.**
2. An annual flexible work day, not to exceed 7 ½ hours nor scheduled to conclude later than 7:30 p.m., may be implemented for parent/teacher conferences. Elementary unit members shall conduct parent/teacher conferences at each site. The conferences will be flexibly scheduled between teacher/parent.
3. Unit members will be given adequate time during the regular contract hours to maintain and update student cumulative folders.
4. When a unit member leaves campus or returns to campus during their lunch, or when a unit member leaves campus or returns to campus during their prep period for school business, if that time falls during a period when students are present on campus during school hours, the unit member shall make a good faith effort to use an acceptable form of notification to notify their site administration or designee.

Any of the following three (3) options qualify as an acceptable form of notification:

- Sign In/Out Log in the site administration office or other designated location
- Email to site administrator or designee
- Phone call to site administrator or designee

Sites may develop additional acceptable forms of notification.

F. SUPERVISION

1. The unit members of this District agree to continue to assist the administration in supervising students outside of the classroom as long as the administration shall support the unit members in performing such duties. The unit members and administrators of this District recognize that an efficient and successful school system requires supervision and discipline of students when students are outside the classroom. The District recognizes that the unit members of this District are professional educators, whose primary responsibility is the education and supervision of their students in and outside the classroom. Supervision and discipline are the responsibility of unit members and administrators. Supervision duties associated with night football, night basketball, and night dances shall be paid voluntary assignments.
2. Unit members at the middle schools shall not be required to perform supervision during the nutrition break, except in cases of emergency. Unit members teaching transitional kindergarten through 8th grade shall not be required to perform more than one (1) scheduled supervision duty per day unless mutually agreed upon between the unit member and their site administrator or designee, except in cases of emergency.
3. Unit members who travel during nutrition break shall be excluded from duties during nutrition break.
4. The District shall make a good faith effort to provide unit members with proper communication and safety equipment prior to performing supervision duties outside the classroom and while supervising students during in-house suspension.

G. SATURDAY SCHOOL

1. Unit members may volunteer for Saturday School by submitting a letter or e-mail request to the Principal of a participating site by the Friday of the third week of the start of each school year. The unit member will remain on the list until a new list has been established for the succeeding school year or requests to be removed from the list.

2. Assignment to Saturday School shall be voluntary and implemented on a rotational basis. For each Saturday School session, priority assignment will be given to unit members assigned to the site or sites at which the student attendees are enrolled. The rotation of these unit members will be assigned by the site principal or designee. If none of the volunteers from the participating schools are available on any given Saturday, assignments may be offered to interested unit members from other sites.
3. At each site where Saturday School is held, a minimum of two (2) certificated employees will be assigned, at least one of which must be a unit member.
4. Unit members assigned to Saturday School shall be compensated at the unit member's hourly per diem rate of pay. (Appendix II)

H. CONFERENCES

1. Dates for First Quarter/Trimester Parent Conferences and Annual IEP Reviews shall be scheduled in advance by the District.
2. The scheduling of other conference dates and times which may begin or end after the regular contract day, including IEP, 504, SST meetings and regular education parent conferences shall be scheduled within any legal parameters and/or District established timelines as follows:
 - a. Regular education parent conferences shall be scheduled by mutual consent of all parties. When mutual consent is not reached, unit members shall be notified at least five (5) days in advance and the meeting shall be held subsequent to that notification. Parent conferences shall normally be scheduled within regular contract hours.
 - b. IEP, SST and 504 meetings will be scheduled by the case manager or designated chairperson of the meeting and shall normally be scheduled within regular contract hours. The case manager or chairperson shall provide written notification at least five (5) days in advance and the meetings shall be held subsequent to that notification. General education teachers, as required by state and federal law, will participate in IEP meetings. Anticipated absences from IEP meetings due to compelling reasons must be cleared three (3) days in advance by the unit member's supervisor. If the administrator and the unit member cannot agree upon the reason as being compelling, the Assistant Superintendent for Human Resources will make the final decision. If the unit member's absence from the meeting is approved by his/her supervisor, then he/she shall provide a written progress report prior to the meeting being held. If the meeting is to exceed one (1) hour past the contract day, the unit member will be asked if they are willing to stay or wish to have the meeting rescheduled. If the unit

member cannot stay, then the unit member will either be excused or the meeting will be rescheduled.

3. In the event of an emergency, the site administrator will schedule a parent/teacher conference to take place as soon as possible after making a good faith effort to notify the unit member in advance.

I. CRISIS SITUATIONS

1. In a crisis situation, all certificated personnel shall be utilized in a cooperative effort to maintain safety and security on the campus. This shall be done in an effort to maintain a normal educational program. Under these conditions, assignments shall not be made which are unsafe to any unit member. A crisis situation, for the purpose of this paragraph, is defined as a clear and present danger of physical harm to students and staff.

J. ADJUNCT DUTIES

1. All unit members are required to perform site-based adjunct duties as part of their professional responsibilities. Adjunct duties are defined as those additional duties and responsibilities that are determined by school staff to be necessary to the operation of the school and District and/or enrich the school learning experience for students beyond the classroom. Adjunct duties, by definition, may vary from site to site.
2. The principal and unit members at each elementary and middle school site shall meet annually to jointly determine adjunct duties and the procedure to be used for distributing them among unit members on an equitable basis, to the extent possible. These decisions shall be confirmed by a majority vote. Individual sites may deem that extenuating circumstances exist for specific individuals when distributing adjunct duties on an equitable basis.
3. Adjunct duties at the high school level will be determined and assigned at each high school site in the District by an Adjunct Duty Committee.
 - a. An Adjunct Duty Committee will be comprised of one unit member representative per fifteen (15) or part of fifteen, unit members at each respective school site, plus three (3) site administrators.
 - b. Request for volunteers will go out on or before February 1. Should the ratio 1:15 not be established by February 15, the ratio will change to 1:20. The site Adjunct Duty Committee formation and decision-making process shall begin after February 1st of each school year and shall not extend beyond May 15th.

- c. The Adjunct Duty Committee will meet each school year. Its sole function is to determine the list of site adjunct duties, their weighted equity, and the process for assigning those duties to the staff. The committee shall make its decisions by consensus. Consensus is defined as everyone being able to live with that decision.
 - d. Once the committee has reached a consensus, it will be reported to the faculty and put to a majority vote for approval. If approved, the site's adjunct duties will be implemented for the following school year. If the plan fails to receive a majority vote, it goes back to the committee (see section g).
 - e. Should a consensus not be reached, the committee's work to date shall also be reported to the faculty for review and input. The committee shall reconvene to deliberate and attempt to reach a consensus.
 - f. If the committee is successful in reaching consensus upon a second attempt, the process of faculty decision-making and implementation shall take place upon a majority approval (see section e above).
 - g. Should a consensus not be reached by the committee upon a second attempt, this work to date will be reported to the faculty and the previous year's list of adjunct duties and the process for implementation shall be enacted for the following school year.
 - h. Should a majority vote for approval fail on the second attempt, or, if the May 15th site decision-making deadline is not met, then the previous year's list and process for implementation shall be enacted for the following school year.
4. Adjunct duties shall not include duties that are paid or that are related to association activities.

K. STUDENT PROGRESS REPORTS

- 1. All high school and middle school unit members shall complete a mid-quarter, computer generated, student progress report for each student currently enrolled in their respective courses ~~or as required by the site administrator~~. This report shall be transmitted by the District to the parents or guardian of each student. **A site administrator may require more frequent student progress updates based on student educational requirements in IEP's, SST's, or 504's.**
- 2. The progress report shall be on a District approved form which will include, but not be limited to, the following information:
 - a. Satisfactory or unsatisfactory progress.

- b. Request for a parent conference, if necessary.
 - c. Positive comments if applicable.
 - d. Classroom behavior.
- 3. Each high school and middle school unit member shall be provided a computer generated printout of all quarterly progress reports.
- 4. Any unit member who is required to submit progress or grade reports electronically for any student shall be provided access to a grading program that will electronically transmit all grades to the District for the purpose of issuing progress and grade reports.
- 5. Middle school unit members shall complete and submit student grade reports within three (3) working days of the end of the first three quarters.
- 6. High school unit members shall complete and submit student grade reports within three (3) working days of the end of the first and third quarters and within four (4) working days of the second quarter. If the first student day after the first semester is a Monday, then the early release Monday will be set aside for teachers to complete grades.
- 7. K-12 unit members shall be provided a minimum day at the end of each grading period to complete student grade reports.
- 8. The District will continue to make a good faith effort to provide K-12 unit members access to a computer grading program for the purpose of issuing progress and grade reports.


L. ASSESSMENTS

District assessments are for the purpose of determining student academic progress and guiding instruction. The District will assist unit members in administering District assessments. The District and TEA will form a committee to review assessment impacts and make recommendations to the negotiating teams for consideration.

- M. Any 9th grade through 12th grade unit member interested in teaching extra class sections for the following school year may submit a written request to the principal at his/her site by February 1. The site administration shall consider all requests, along with other unit members at the site, prior to additional teaching sections being assigned. The Principal retains the right to assign extra class sections.
- N. Any 9th grade through 12th grade unit member interested in serving as a department chair when there is a vacancy for department chair for the following school year may submit a written request to the principal at his/her site by February 1. The Principal shall electronically share the submitted names, and any other candidates' names, to department members. The department members may provide written feedback to the Principal prior

to February 28. The site administration shall consider all requests, along with other unit members at the site, prior to department chair positions being assigned. The Principal retains the right to select the department chair.

Tentatively agreed to this 16 day of May, 2018, in Tracy, California.


Tammy Jalique, Assoc. Supt.
for Human Resources


Marco Marchini, TEA Representative

TENTATIVE
AGREEMENT

ARTICLE XIII - SALARIES (COMPENSATION)

August 15, 2018

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

A. DURATION

1. There will be a ~~3.0%~~ **2.5%** ~~2.75%~~ ~~3.0%~~ ~~3.5%~~ **1.56%** increase to the salary schedules listed below for the ~~2013-2014~~ ~~2016-2017~~ **2017-2018** school year, retroactive to July 1, ~~2013~~ **2016** **2017**:

- Appendix A Certificated Salary Schedule A
- Appendix B Certificated Salary Schedule B
- Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
- Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
- Appendix D Hourly Salary Schedule
- Appendix E Supplemental Instruction

~~2. There will be a one-time (lump sum) increase for each unit member equal to 2.6 times the cost of a 1% increase of the 2015-2016 Certificated salaries divided by the number of F.T.E.'s at the end of the 2015-2016 school year. This lump sum will be distributed to those unit members who are employed at the time of ratification by TEA during the 2016-2017 school year and prorated based upon the unit member's FTE equivalent assignment for the 2016-2017 school year.~~

~~3. An additional one-time (lump sum) increase of \$500.00 will be paid to each full time unit member, or FTE proportion thereof. The intent of the one-time \$500.00 supplement is to offset out-of-pocket expenses teachers may incur in purchasing supplies for their classroom.~~

2. There will be a ~~3.0%~~ **2.5%** ~~2.75%~~ ~~3.0%~~ ~~3.5%~~ **3.44%** increase to the salary schedules listed below for the ~~2013-2014~~ ~~2016-2017~~ **2018-2019** school year, retroactive to July 1, ~~2013~~ **2016** **2018**:

- Appendix A Certificated Salary Schedule A
- Appendix B Certificated Salary Schedule B
- Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
- Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
- Appendix D Hourly Salary Schedule
- Appendix E Supplemental Instruction

B. HOURLY SALARY SCHEDULE
Refer to Appendix D

C. FULL-TIME ADULT SCHOOL SALARY SCHEDULE
Refer to Appendix C.

D. PART-TIME ADULT SCHOOL SALARY SCHEDULE
Refer to Appendix C-1.

E. SUPPLEMENTAL INSTRUCTION-HOURLY RATE
Refer to Appendix E.

F. COACHING AND SPECIAL ASSIGNMENTS PAY
Refer to Appendix F.

G. COMPENSATION FOR ADDITIONAL TEACHING PERIODS

Unit members shall be compensated at the rate of one fifth (1/5) of the full time equivalent salary schedule placement for each additional period of instruction for which they are assigned. Additional periods of instruction shall be determined on an annual basis and shall not be permanent assignments unless so identified prior to the commencement of the additional period of instruction.

H. IN-SERVICE TRAINING/STAFF DEVELOPMENT RATE

1. Teachers in the new teacher induction program (TTIP) will be compensated in accordance with Article VI A. 2.
2. If unit members provide a district approved in-service or staff development outside the regular contractual day, they will receive the hourly rate on Appendix D.
3. If a unit member is required to attend a district in-service staff development or committee meeting, they will receive the hourly rate of Appendix D. This does not preclude a unit member from also receiving site adjunct duty credit for attending such meetings.

I. STIPENDS

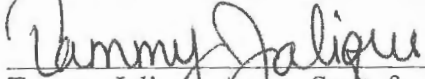
1. A 3.69% stipend of Class III, Step 1 of the non-adjusted salary schedule B shall be awarded for each of the following:

- a. Doctorate Degree
- b. Masters Degree
- c. Special Education unit members
- d. Alternative Education Unit members
- e. ESL Unit members
- f. Designated ELD classroom unit members
- g. Resource unit members
- h. Reading Specialists
- i. Unit members possessing a bilingual competency certificate or the equivalent and teaching in a District identified Bilingual classroom
- j. Technology Support Advisors

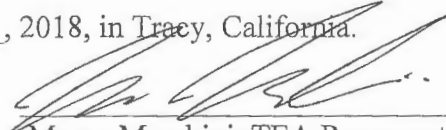
- k. Support Room teachers (shall teach at least 60% in that assignment to receive a prorated share of the stipend)
- 1. Please see Appendix F for additional stipends

- 2. Coaches of District-sponsored Elementary and Middle School teams shall receive a 1.85% stipend of Class III, Step 1 of the non-adjusted salary schedule B for each team coached.

Tentatively agreed to this 15th day of Aug., 2018, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Marco Marchini, TEA Representative

TENTATIVE
AGREEMENT

ARTICLE XIV – FRINGE BENEFITS

August 15, 2018

The Tracy Educators Association (hereafter “TEA”) and the Tracy Unified School District (hereafter “District”) do hereby agree to the following:

A. The maximum health benefit CAP shall be \$8,482 **\$9,732**.

B. **EARLY RETIREMENT BENEFITS**

The District will provide health benefits at District expense for certificated unit members and dependent(s) when applicable, who retire after attaining age fifty-five (55) and prior to age sixty-five (65) and who have ten (10) or more full years of service in the District or the equivalent of ten (10) or more full years.

1. To be eligible for this program, the unit member must:
 - a. Have completed ten (10) consecutive years of full-time service in the district or the equivalent of (10) or more years of consecutive service in the District immediately prior to retirement
 - b. Have reached the age of fifty-five (55), but not **reached their** ~~passed the age of sixty-four~~ **fifth (64 65th) birthday** on the effective date of retirement as requested by the unit member.
 - c. Unit members shall have reached at least Class V (B.A. + 60) on the salary schedule, Appendix B. Adult School full time unit members shall have at least a vocational credential with BA or BA + 45 or MA. Appendix C.
2. For the purpose of this plan only, any leave provided for in the Master Contract or District approved leave shall not be considered a break in full-time service.
3. The unit member will be eligible for the District paid health benefits during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first.
4. Unit members who retire after June 30, 2008, shall be eligible to receive the same coverage as is provided to active unit members. The District shall contribute the same amount to the insurance provider as it contributes for active unit members. Such retirees shall make arrangements for payment to the insurance provider for any additional cost beyond the District benefit CAP for active unit members.
5. The District agrees to allow retired unit members and their spouses to pay the full cost of health premiums if permitted by the District's Insurance Carrier until the employees' death so long as the District doesn't incur any additional expenses.

C. SURVIVOR BENEFITS UNDER DISTRICT EARLY RETIREMENT PROGRAM

Eligible currently enrolled dependents of a deceased retired unit member, who were participating in the District Early Retirement Program at the time of death, are eligible upon application to receive the District Medical Care benefits under the same conditions and for the same duration as the deceased early retiree, as long as the premium costs are paid by the survivor. Application to continue to receive Medical Care benefits must be made to the health plan Administrator within thirty-one (31) days after the death of the retiree. Quarterly payments shall be made by the survivor to the health plan Administrator.

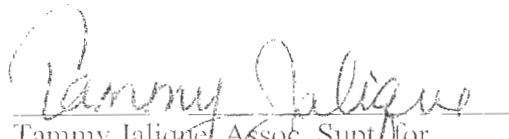
D. UNIT MEMBER PAID RETIREMENT BENEFITS

Unit members participating in the early retirement program or unit members retiring at age 65, but not later than age 69 may, for one year, continue health benefit coverage not specifically prohibited by the carrier in accordance with District policy relating to active unit members. Premium cost will be borne by the unit member with payment made to the payroll Department each month in advance.

E. PSYCHOLOGICAL SERVICES

Unit members may utilize psychological services as provided by the Health Benefit Plan adopted through Central Valley Trust (CVT) for Health Benefits. Any costs associated with these services which extend beyond the services provided through (CVT) shall be assumed by the unit member utilizing the services.

Tentatively agreed to this 15th day of Aug, 2018, in Tracy, California.


Tammy Jalique, Assoc. Supt./for
Human Resources


Marco Marchini, TEA Representative

TENTATIVE AGREEMENT

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE XVI **TRANSFER/REASSIGNMENT**

A. DEFINITION

1. A transfer is defined as an assignment of a unit member to another school and/or site within the District. A transfer may be voluntary or involuntary.
2. A reassignment is a change in assignment from one grade level to another within the same school or program, a change in assignment from one subject to another within the same school or program, or the movement of a unit member from one department area to another department area which may be voluntary or involuntary within the school or program.

B. VOLUNTARY TRANSFERS

1. By January 1st of each school year each unit member shall be notified that the District is accepting requests for transfers for the following school year. The unit member shall submit his/her request on the District's transfer/reassignment request form to the Associate Superintendent of Human Resources. This request must be submitted on or before March 1st.

The requesting unit member will be considered for any specific opening requested for which the unit member is properly credentialed. New openings will be posted in the Human Resources Office. Consideration may include an interview with the site principal. The site administrator shall make a recommendation to the Associate Superintendent of Human Resources who will make the final decision and notify the unit member.

Transfer requests will remain on file until the first day of school.

Between March 1st and the end of each school year a list of known and anticipated openings for the following school year will be sent to each site for posting. In addition, the list of known and anticipated openings will be posted in the Human Resources Office. The list will be updated as needed and an up-to-date copy posted in the Human Resources Office. Each time that a revised posting is sent to colleges/universities (between January 1st and the last day of school) a copy will be sent to each site for posting. Any unit member wishing to transfer to a posted position may submit a transfer request and be considered along with outside applicants and other unit members who have previously submitted a transfer request.

During the summer months the openings will continue to be posted in the Human Resources Office. Interested unit members who have not previously submitted a transfer/reassignment request, can do so by contacting the Human Resources Office and will then be considered along with outside applicants.

If a specific opening occurs after the start of the school year, the position will be posted in Human Resources and at each school site. Unit members must submit a transfer reassignment request to the Assistant Superintendent of Human Resources within three (3) contract days following the posting of the position.

2. Filing a request for transfer shall be without prejudice to the unit member in the unit member's present position.
3. A request for transfer may be withdrawn at any time prior to official notification of transfer approval. Additionally, a request for transfer may be withdrawn when such request made in connection with an application for department chair, extra-curricular assignment, coaching position, unit member on assignment, and any other leadership or advisory position as defined by the District has been denied. Such withdrawal of a request for transfer shall be dated and signed by the unit member.
4. The District, through its Superintendent or his/her designee, retains the exclusive right to determine whether or not to grant a transfer request.
5. When, as determined by the Superintendent or his/her designee, the qualifications of candidates for a particular position are equal, present unit members shall be given preference over non-unit members. All other criteria being equal, the unit member's length of service in the District shall be a consideration in making the final determination. However, when staffing a new school, the District shall make a good faith effort to balance the staff between current unit members and newly hired unit members.
6. When a transfer request is submitted to the District, the District will provide the unit member with an oral or written response to their transfer request by the end of the school year.
7. Unit members returning from leave shall be afforded all rights provided under this section.

C. VOLUNTARY REASSIGNMENT

1. Voluntary reassignments are handled by each site administrator and will typically be processed prior to the District considering transfer requests from unit members and/or hiring unit members from outside the District.

By January 1st of each school year, each unit member shall be notified that the school site is accepting requests for reassignments for the following school year. A unit member shall submit his/her request on the District's transfer/reassignment request form to the school site principal. This request must be submitted on or before March 1st. When a reassignment opportunity occurs, the unit member will be considered for the specific reassignment requested for which the unit member is properly credentialed. Consideration may include an interview with the site principal. The site administrator shall inform the Assistant Superintendent of Human Resources of the decision. Reassignment requests will remain on file until the first day of school.

Between March 1st and the end of each school year a list of known and anticipated openings for the following school year will be posted at each site by the principal. The list will be updated as needed and an up-to-date copy posted at the site. Any unit member wishing to be reassigned to a posted position may submit a reassignment request to the principal and be considered along with outside applicants and other unit members who have previously submitted a reassignment request.

If a specific opening occurs during the summer months, the position will be posted in the Human Resources Office. Interested unit members who have not previously submitted a transfer/reassignment request can apply for the position by contacting the Human Resources Office and then will be considered along with outside applicants and other unit members who have previously applied.

If a reassignment opportunity occurs after the start of the school year, the principal shall notify the current site staff of the reassignment opportunity. A unit member shall submit his/her request to the school site principal. When a reassignment opportunity occurs, the unit member will be considered for the specific reassignment requested for which the unit member is properly credentialed. Consideration may include an interview with the site principal. The site administrator shall inform both the unit member and the Assistant Superintendent of Human Resources of the decision.

2. Filing a request for reassignment shall be without prejudice to the unit member in the unit member's present position.
3. A request for reassignment may be withdrawn at any time prior to official notification of reassignment approval. Such withdrawal shall be in writing, dated and signed by the unit member who originally requested the reassignment.
4. The District, through its Superintendent or his/her designee, retains the exclusive right to determine whether or not to grant a reassignment request.
5. When, as determined by the Superintendent or his/her designee, the qualifications of candidates for a particular position are equal, the unit member's length of service in the District shall be a consideration in making the final determination.

6. Unit members who are reassigned during the school year shall receive three (3) days substitute pay or three (3) days release time.

D. INVOLUNTARY TRANSFERS/REASSIGNMENT

1. The District, through its Superintendent or his/her designee, may initiate transfers/reassignments for any one or more of the following reasons:
 - a. To resolve credential problems or other legal requirements; or
 - b. To meet staffing needs caused by change in enrollment, new site locations, class size adjustments and the like; or
 - c. To balance school staffs with respect to race, sex, ethnicity, and age; or
 - d. To meet instructional and curriculum needs and program changes including the need for special skills and experience at another location; or
 - e. To reallocate staff as necessitated by school closures; or
 - f. To carry out an administrative recommendation that a transfer/reassignment will be likely to improve the performance of a unit member; or
 - g. To meet the need to reorganize programs as a consequence of a change in the District's finances; or
 - h. To eliminate a significant, unresolvable personality conflict; or
 - i. To further the best interests of the District as determined by the Superintendent provided no such transfer/reassignment shall be made for punitive or discipline reasons.
 - j. Unit member(s) transferred/reassigned shall, upon request, be advised in writing as to the reasons for such transfer/reassignment.
2. When the District, through its Superintendent or his/her designee, determines that it is necessary to transfer/reassign a unit member involuntarily, the determination of which unit member will be transferred/reassigned shall be at the sole discretion of the Superintendent or his/her designee. In making this determination, the Superintendent or his/her designee may consider, but shall not be bound by, the following factors:
 - a. Credentials; or
 - b. Competence and experience in the area(s) of assignment; or
 - c. Major and minor fields of study; or

- d. Qualifications in extra-curricular areas and/or other special skills or experience; or
 - e. Present subject area or grade level assignment; or
 - f. Length of service in the District; or
 - g. Staffing needs of the school; or
 - h. Any other educationally related factor.
3. Before a final decision has been made to transfer/reassign a unit member involuntarily, the District will consult with the unit member.
4. When the District initiates an involuntary transfer/reassignment with less than three (3) weeks (fifteen (15) working days) to complete the move, the unit member is entitled to three (3) days of substitute pay or three (3) days of release time.

E. JOB SHARE

The remaining unit member of a job share assignment may request a transfer or reassignment according to the guidelines contained in this Article.


F. NOTIFICATION OF ASSIGNMENT

Each unit member shall be given written notice not later than the last day of classes of the ending school year of the next year's tentative assignment. Such notice shall specify the building, grade level(s), and course(s)/preparation(s) to which the unit member will be assigned. If it becomes necessary to change the building, grade level(s), or course(s)/preparation(s) prior to the beginning of the next school year, the unit member(s) shall be notified as soon as possible.

- G. All transfers/reassignments shall not be determined arbitrarily or capriciously. Grievances regarding transfers/reassignments may be initiated at Step 3 of the Grievance procedure.

II. When a unit member is involuntarily transferred or voluntarily transferred they will remain on their current evaluation cycle.

Tentatively agreed to this 20th day of April, 2018, in Tracy, California.


Tammy Jalique, Assoc. Supt.
for Human Resources

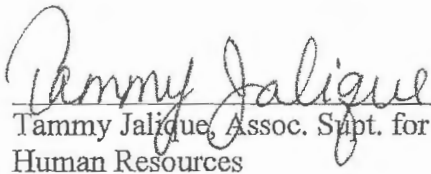

Marco Marchini, TEA Representative

TENTATIVE AGREEMENT

April 19, 2018

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to status quo on Article XXIX Personal Necessity Leave.

Tentatively agreed to this 19th day of April, 2018, in Tracy California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Marco Marchini, TEA Representative

TENTATIVE AGREEMENT

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE XXXI SICK LEAVE

A. As provided in Section 44978 of the Education Code:

1. Every unit member employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay, for a school year of service.
2. A unit member employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).
3. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
4. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school year. If a unit member does not take the full amount of such leave allowed in any school year the amount not taken shall be accumulated from year to year.
5. A unit member shall have the right to utilize the sick leave provided herein for absences necessitated by disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.
- ~~6. The District may require written justification signed by a physician for any period of absence for which paid leave under the provisions of this Article or Section 44978 of the Education Code is requested.~~
6. **When administration, acting in good faith, suspects abuse of sick leave by a unit member, the unit member will be given written non-disciplinary notice of the suspected abuse. This written non-disciplinary notice shall not be considered a step in Article XI, Progressive Discipline of this collective bargaining agreement.**

If suspected abuse continues, or if required by the Education Code, administration may require written justification signed by a physician.

7. Unit members who teach summer school and/or intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 hours (equivalent to 12 sick days per 183 contract days) for each contracted hour of intersession and/or summer school session.
8. Unit members who teach in a supplemental instruction program may use one (1) day of accumulated sick leave per each ten (10) contracted program work days. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted supplemental instruction program work day.

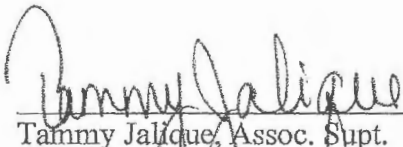
B. As provided in Section 44977 of the Education Code:

1. When a unit member is absent from his/her duties on account of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of the employment of the unit member, the District shall deduct only the lowest rate for substitute unit members from the unit member's salary for any days in which the absence occurs. If no substitute is employed to replace the unit member, the lowest salary rate for substitute employees shall be deducted from the unit member's salary. This paragraph shall apply only to those unit members who have used all of their accumulated sick leave.
2. The District may require written justification signed by a physician for any period of absence for which benefits pursuant to this Article or Education Code Section 44977 are requested.
3. A unit member returning to work from extended sick leave shall be required to present a Doctor's release prior to returning to duty. Upon presentation of such release, the illness or accident necessitating such leave shall be deemed to have been fully cured and the unit member fully recovered. No additional paid or partially paid leave shall be allowed for such illness or accident. Unpaid leave may be permitted at the discretion of the Superintendent.
4. During any school year, and after having utilized his/her current annual entitlement to leave of absence for illness or injury as specified in Paragraphs A. 1 or 2 of this Article, a unit member may elect to utilize as many as ninety (90) of the days specified in Paragraph B. 1 of this Article, and receive the compensation specified in such paragraph rather than utilize unused annual leave accumulated from prior years, for the duration of the unit member's incapacity. Written notice of election of such option shall be provided by the ill or injured unit member to the District payroll office and to the District Superintendent's office as soon after the beginning of the absence as may be practicable, but in no event shall an election of such option be binding upon the District if notice thereof is delivered to the District payroll office and the District Superintendent's office more than fifteen (15) days from the first date of absence resulting from such illness or injury. Such election shall be effective upon delivery, provided that the unit member has exhausted his/her current annual leave for absence resulting from illness or accident. Should an unit

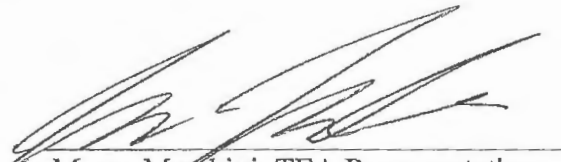
member file such notice within such period and should the unit member prior to filing such notice be credited with full pay for one or more days of such leave, charged against leave accumulated from prior year(s), such leave shall be re-credited to the unit member upon repayment to the District of the resulting overpayment. Upon expiration of the ninety (90) day period, should the unit member remain medically unable to resume his/her duties, the unit member may elect to utilize such leave for illness or accident as may then be standing to the unit member's credit accumulated from prior year(s), and such other leave as may be provided in this agreement or prescribed by law.

5. Medical Appointments: Unit members needing to be absent from school during regular working hours to make their doctor's appointment, for laboratory work ups, x-rays, dental appointments, or related matters may use leave provided under Section A of this Article for such purposes.

Tentatively agreed to this 19th day of April, 2018, in Tracy, California.



Tammy Jalique, Assoc. Supt.
for Human Resources



Marco Marchini, TEA Representative

**TENTATIVE
AGREEMENT**

ARTICLE XXXIX

DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT

ARTICLE XLII

SUPPORT OF AGREEMENT

- A. This agreement shall be effective upon ratification and execution and shall continue in effect through June 30, 2017 **2020**.
- B. The Association shall submit to the District any time prior to March 15, 2017 **2020**, a proposal for a successor Agreement. The District shall respond to such proposal for a successor Agreement no later than thirty (30) days after receipt of the Association's initial proposal. With the agreement of both the District and the Association, either party may request and be granted an extension to the timeline for submitting a successor agreement.

~~For the 2014-2015 **2017-2018 and 2018-2019** school year, there shall be two re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), Article XIV, Fringe Benefits, Article VII, Duties, and Article XVII, Evaluation.~~

~~For the 2015-2016 and 2016-2017 school years, **2019-2020 school year** there shall be two~~ **three** re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

- C. Six (6) representatives of the Association shall have the right to receive released time without loss of compensation when meeting and negotiating under the provisions of this Article. The Association may name alternate negotiating representatives. However, for released time for both regular and alternate representatives: two (2) days prior notice is necessary.
- D. Negotiations shall take place at mutually agreeable times and places. For the duration of this contract, negotiations shall normally take place from 8:30 am to ~~6~~**4**:00 pm.
- E. The parties shall establish any additional and necessary ground rules at the first negotiation meeting scheduled.
- F. It is intended that the negotiation procedures set forth in this Article will result in an agreement as soon as practicable. If an impasse is reached before that date, the impasse procedures outlined in Government Code Section 3548 shall be followed.
- G. The Association and the District may utilize the services of outside consultants to assist in negotiations.

- G. III. Tentative agreement on any matter under negotiation shall be construed to have occurred when reduced to writing and initialed by both parties.
- H. I. After the District and the Association have reached tentative agreement on all matters being negotiated, the complete agreement shall be submitted to bargaining unit members and subsequently the Board of Trustees of the District for consideration and approval prior to implementation.

ARTICLE XLII
SUPPORT OF AGREEMENT

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, the Association shall support this agreement for its term and shall encourage its members, agents and unit members to also support this agreement. The Association shall not appear before the Board of Trustees of the District to seek any change or improvement in any matter governed by this Agreement. The Board of Trustees of the District and the District's leadership/management group shall likewise support this agreement and shall not seek any change or reduction in any matter governed by this agreement at any public meeting of the Board of Trustees of the District.
- B. The provisions of this Article shall not apply to those portions of this agreement which may hereafter be reopened for negotiation during the term of this contract for the period during which such negotiations shall take place as hereinafter provided.

DATED: _____

TRACY UNIFIED SCHOOL DISTRICT

TRACY EDUCATORS ASSOCIATION

~~James Franco, Ed.D.~~
Brian Stephens, Ed.D.
Superintendent

~~John Anderson,~~
Jacqui Nott
TEA President

Tammy Jalique
Assoc Superintendent of HR

Marco Marchini
TEA Representative

Tentatively agreed to this 15th day of Aug, 2018, in Tracy, California.

Tammy Jalique

Tammy Jalique
Assoc Superintendent of HR

Marco Marchini

Marco Marchini
TEA Representative

TENTATIVE AGREEMENT

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

APPENDIX I

SPECIAL EDUCATION

PURPOSE: The purpose of this Special Education Appendix is to provide a central source for specific Special Education related language contained throughout this collective bargaining agreement. The parties intend for the Appendix to make it easier for teachers and administrators to locate specific Special Education related language as necessary. The inclusion of the language in this Appendix does not alter the meaning of the language or agreement of the parties contained in the specific Articles of the collective bargaining agreement. The language in this Appendix will be automatically modified if/when the corresponding language in the associated Article is updated. If the appendix is accidentally not updated after any modification to the Collective Bargaining Agreement (CBA) through the bargaining process, the articles in the CBA will override any of the appendix language.

ARTICLE VI **HOURS**

A. ANNUAL CALENDAR

3. For the 2010-2011 and 2011-2012 school years only, the three voluntary staff development buy-back days provided for below in the current collective bargaining agreement between the parties shall be suspended as permitted by law.

Contingent upon receiving funding from the state, an additional three (3) days will be designated as voluntary staff development buy-back days for all unit members. Contingent upon receiving funding from the state, unit members will be paid \$249 for each voluntary staff development day at which they are present. If the amount of the state funding changes, the negotiation teams for TEA and the district will meet to determine the daily rate. Unit members who choose not to attend the voluntary staff development days shall not be held accountable for specific content presented on those days. However, unit members are responsible for maintaining and improving their professional skills and implementing district and site goals and objectives and state mandates.

A staff development advisory committee will be formed annually and begin to meet no later than the end of March to evaluate the current year's staff development activities and develop recommendations to the District for staff development activities for the following school year. The committee will be comprised of Association unit member representatives appointed by TFA from the following areas: K-5, K-8, 6-8, 9-12, YRE, and Special Education as well as District and site administrators.

C. MEETINGS

1. Early release Mondays are held for the purpose of district and site staff development, grade level meetings, curricular planning, site improvement plans, inter-site collaboration, etc. No more than two (2) meeting days held by the District or site administration each month shall extend more than one hour beyond the contracted day for which unit members shall not be compensated. The time may be extended by mutual consent, but no unit member will be required to stay beyond the one (1) hour. On all early release Mondays, the District and sites will set the agenda with input from the teachers. Each Monday's designation will be set and made available to unit members prior to the first early release Monday of the school year.

Unit members will normally be provided agenda topics by the end of the business day on the Thursday prior to the early release Monday, with the understanding that topics may change prior to the meeting.

In addition to the three (3) meeting days, unit members shall not be required to attend more than one (1) program meeting (a program is established by the District, approved by the Board of Trustees, incorporated into the school plan, serves specific groups of students and may vary from site to site) per month for each program in which they are involved. Examples of programs include, but are not limited to, G.A.T.E., Title I, E.L.L., AVID, I.B., A.P. and Special Education. Department Chair meetings may be held on any workday [other than one of the three (3) meeting days] unless mutually agreed by the principal/designee and the department chairs. Department Chair meetings shall be concluded by 5:00 p.m. unless extended by mutual agreement between the principal/designee and the department chairs.

ARTICLE VII DUTIES

II. CONFERENCES

1. Dates for First Quarter/Trimester Parent Conferences and Annual IEP Reviews shall be scheduled in advance by the District.

2. The scheduling of other conference dates and times which may begin or end after the regular contract day, including IEP, 504, SST meetings and regular education parent conferences shall be scheduled within any legal parameters and/or District established timelines as follows:
 - a. Regular education parent conferences shall be scheduled by mutual consent of all parties. When mutual consent is not reached, unit members shall be notified at least five (5) days in advance and the meeting shall be held subsequent to that notification. Parent conferences shall normally be scheduled within regular contract hours.
 - b. IEP, SST and 504 meetings will be scheduled by the case manager or designated chairperson of the meeting and shall normally be scheduled within regular contract hours. The case manager or chairperson shall provide written notification at least five (5) days in advance and the meetings shall be held subsequent to that notification. General education teachers, as required by state and federal law, will participate in IEP meetings. Anticipated absences from IEP meetings due to compelling reasons must be cleared three (3) days in advance by the unit member's supervisor. If the administrator and the unit member cannot agree upon the reason as being compelling, the Assistant Superintendent for Human Resources will make the final decision. If the unit member's absence from the meeting is approved by his/her supervisor, then he/she shall provide a written progress report prior to the meeting being held. If the meeting is to exceed one (1) hour past the contract day, the unit member will be asked if they are willing to stay or wish to have the meeting rescheduled. If the unit member cannot stay, then the unit member will either be excused or the meeting will be rescheduled.

ARTICLE VIII CONDITIONS

C. SERVICES

1. The District will make every reasonable effort to provide unit members with any existing IEP's at the time of placement of a special needs student.
2. When determining placement of fully included and SDC students, class size, extraordinary demand on space, work stations, teacher resources, aide availability, and current amount of students with IEPs already placed in the class will be considered.
3. IEP case managers will make a good faith effort to include unit members in the IEP meetings of their full inclusion students.
4. When required for the safety and sanitation needs of students with medical needs, the District will provide school sites with gloves, soap, disinfectant, and the employees serving those students will have close access to a sink.
5. Unless mandated by law, unit members will not be required to perform any medical procedures on students.

D. MILEAGE REIMBURSEMENT

1. Split Assignments

- a. A split assignment shall be defined as a work assignment in which a unit member is assigned to regularly teach at two or more schools during contract hours on the same day during the school year.
 - b. The District shall make a good faith effort to minimize split assignments and work with the individual unit member's credential authorization to keep them at one site.
 - c. Requests for mileage reimbursement incurred when travelling between District sites as a result of a split assignment will be submitted on the district-approved monthly Travel and Expense Claim Form and reimbursed within thirty (30) days.
2. All unit members will be reimbursed for travel under current board policy relating to travel reimbursement.

ARTICLE XII CLASS SIZE/TEACHER AIDE TIME

- G. H. The District and the Association recognize that reducing class size may result in unit members having to rove. A roving unit member is defined as a 6-12 unit member who makes two or more moves per day, to a scheduled place of instruction for more than 30 student contact days of a school year. For the purpose of this article, movement is not intended to include such activities as the holding of office hours or special program needs such as ROP, Fine Arts, Voc. Ed, PE, RSP, Speech, work experience etc. Nor is it intended for other courses which require specialized facilities for curricular purposes. This shall not include the sharing of classrooms resulting from YRE track changes.

Roving teachers shall receive a stipend of 2.21% of Class III, Step 1 of the non-adjusted salary schedule B. Payment will be approved by the site principal by May 1 of each year for unit members who are qualified to receive an annual stipend. Payment for qualified unit members shall normally be issued during the June supplemental pay period.

ARTICLE XIII SALARIES (COMPENSATION)

I. STIPENDS

1. A 3.69% stipend of Class III, Step 1 of the non-adjusted salary schedule B shall be awarded for each of the following:
 - a. Doctorate Degree
 - b. Masters Degree
 - c. Special Education unit members
 - d. Alternative Education Unit members
 - e. ESI Unit members

- f. Designated ELD classroom unit members
 - g. Resource unit members
 - h. Reading Specialists
 - i. Unit members possessing a bilingual competency certificate or the equivalent and teaching in a District identified Bilingual classroom
 - j. Technology Support Advisors
 - k. Support Room teachers (shall teach at least 60% in that assignment to receive a prorated share of the stipend)
 - l. Please see Appendix F for additional stipends
2. Coaches of District-sponsored Elementary and Middle School teams shall receive a 1.85% stipend of Class III, Step 1 of the non-adjusted salary schedule B for each team coached.

ARTICLE XXXIV

MULTI-TRACK YEAR ROUND EDUCATION (MTYRE)

C. SPECIALIST SERVICES

- 1. Specialists will select a track according to the track selection criteria in the Initial Placement section, unless school program needs and legal guidelines require a specially designed calendar. The District will make every reasonable effort to ensure that all tracks have equal access to specialists, support personnel, and programs.
- 2. Special Education caseloads shall not exceed those specified in State or Federal law.
- 3. The "Alternative Track" is defined as a modified track that provides equal access, within a five (5) day range, to services to all tracks.
- 4. Specialist Assignments - Unit members shall meet with program administrator to determine a track assignment or specially designed track, as outlined below:
 - a. RSP Unit Members
RSP unit members will meet with the program administrator and will jointly develop the specialist track assignment. When unable to reach an agreement the RSP unit member will be placed on the "Alternative Track".
 - b. LSH Unit Members
 - i. LSH unit members' assignments will be determined by caseload.
 - ii. The program administrator and the LSH unit member will jointly develop the specialist track assignment. When unable to reach an agreement the LSH unit member will be placed on the "Alternative Track".

c. Pre-School Unit Members

- i. For all SDC preschool services and specialists track placement may be on multiple tracks.
- ii. If multiple tracks are needed, unit members will participate in the track selection process as described in Section B of Initial Placement.

d. Adapted PE and Full Inclusion Specialist

- i. Adapted PE and Full Inclusion unit members' assignments will be determined by caseload.
- ii. The program administrator and the Adapted PE and Full Inclusion unit members will jointly develop the specialist track assignment. When unable to reach an agreement the Adapted PE and Full Inclusion unit members will be placed on the "Alternative Track".

e. K-5 Music/Regular Education PE

Should there be a need to change K-5 Music/PE unit members from the traditional calendar, unit members will meet with the program administrator to determine the schedule and calendar.

5. Specialist unit members may sign an agreement, on a yearly basis, for an extension of their contract, as requested by the District. Specialists will be paid at a per diem rate for additional days worked. Specialist unit members while on an extended contract shall be credited with one (1) additional sick day, for each fifteen (15) additional days worked.

ARTICLE XXXV
K – 8 SCHOOLS

A. NUMBER OF TEACHING PERIODS AND PREP PERIODS

1. Consent to teach more than three (3) curricular preps at a K-8 school shall be deemed to be established when a unit member agrees to be assigned to a position within a particular program. This consent shall remain in force until the curricular program changes. A change in a curriculum program is defined as a change in the number of courses taught or the number of classes taught. Consent shall be established with unit members before a change in the program is implemented. The unit member will have a prep period in accordance with Article VI, B.

ARTICLE XXXVIII
TEACHERS ON SPECIAL ASSIGNMENT

A. DEFINITION

A Teacher On Special Assignment (TOSA) shall be defined as a unit member released from his/her classroom or assigned in a TOSA position in lieu of the classroom for at least 50% of his/her teaching assignment for the purpose of filling a District assignment outside of the normal classroom environment, as part of a District-wide program.

B. WORKING DAYS, HOURS AND COMPENSATION

1. The starting and ending time of the work day may vary based on the duties and responsibilities associated with the TOSA position.
2. The TOSA shall work 183 days plus a maximum of 17 additional days paid at the TOSA's per diem rate. The per diem rate shall be based on the TOSA's normal placement on the TEA Certificated Salary Schedule. The number of additional days shall be determined by the TOSA's supervisor. A work calendar shall be jointly developed by the supervisor and the TOSA on an annual basis, in writing.
3. Any additional stipend shall be determined jointly by the District and the Association for each TOSA position.
4. Any TOSA who is working less than full time will receive a pro rata stipend depending on the percentage of his/her assignment.

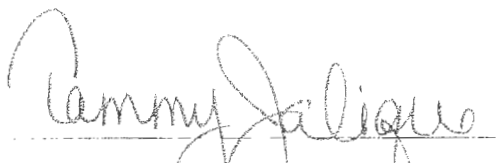
C. TOSA POSITIONS

1. The District shall create a job description, including work hours and any stipend, for each TOSA position and negotiate its approval with the Association.
2. Openings for TOSA positions shall be posted and filled following the same procedures used for filling all other certificated positions in the District.
3. TOSAs shall not evaluate other unit members.
4. A TOSA wishing to return to the classroom may be assigned to any location, and assigned such classes as he or she may be credentialed to teach. However, the District will make a reasonable effort to assign the unit member to the same school and the same assignment that that unit member held before becoming a TOSA.
5. Normally, TOSA positions are filled on an annual basis. The District has the right to return a TOSA to a teaching position for which he/she is credentialed to teach.

D. The following is a list of stipends for possible TOSA positions:

1. Full-time Curriculum Specialists--14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.
2. Full-time BTSA Support Providers-- No stipend.
3. Full-time Staff Development Specialist--14.76% stipend of Class III, Step I non-adjusted salary schedule B.
4. Character Education Coordinator--14.76% stipend of Class III, Step I non-adjusted salary schedule B.
5. English Language Learning Program Specialist--No stipend.
6. Special Education Inclusion Specialist--14.76% stipend of Class III, Step I non-adjusted salary schedule B.
7. Special Education Curriculum/Behavioral Specialist--14.76% stipend of Class III, Step I non-adjusted salary schedule B.
8. Language, Speech and Hearing Specialists--14.76% stipend of Class III, Step I non-adjusted salary schedule B.

Tentatively agreed to this 1st day of Nov, 2017, in Tracy, California.



Tammy Jalique, Assoc. Supt.

for Human Resources



Marco Marchini, TEA Representative

**SIDE-LETTER
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT AND
TRACY EDUCATORS ASSOCIATION
ARTICLE XVII - EVALUATION**

The Tracy Unified School District (District) and the Tracy Educators Association (TEA), together the Parties, agree to the following language for Article XVII – Evaluation:

1. The parties will meet during the 2018-2019 school year to negotiate changes to Article XVII – Evaluation (as well as all related Appendix documents) which shall contain language reflecting the following intent:
 - a. A four (4) tiered evaluation system to be implemented in the 2019-2020 school year.
 - b. The District will choose two California Standards for the Teaching Profession (CSTP's) as District-wide standards of focus to be rated. The unit member will choose one California Standards for the Teaching Profession (CSTP's) focus to be rated.
 - c. The evaluator shall determine the overall rating for each standard by utilizing a four point scale as follows:

Element Title	Numeric Value
Unsatisfactory	1
Developing	2
Meets Expectations	3
Exceeds Expectations	4
Not rated	N/R- no numerical value

- d. The overall standard score will be obtained by the averaging all of the rated sub elements, and rounded to three decimal places. (add all the numerical values received within that standard and divide by the amount of rated sub elements)
 - e. The overall standard score shall be assigned by the following scale:

Standard Descriptor	Numeric Range
Unsatisfactory	1.000 - 1.749
Developing	1.750 – 2.499
Meets Expectations	2.500 – 3.499
Exceeds Expectations	3.500 – 4.000

- f. The final rating for each standard shall be the average of all numeric ratings received for that particular standard during the evaluation process for the year.
 - g. Final evaluations exclusively containing the three highest ratings will not result in the permanent unit member being reevaluated the following year, being removed from the 5 year cycle, or being prevented from placement on the 5 year cycle.
- 2. For the 2018-2019 school year, the evaluator shall determine the overall rating for each standard by the majority rating of the sub-elements. If no majority exists, the standard may not be rated as Satisfactory (S). If there are an even number of sub-elements, and the assigned sub-element ratings are shared equally between two ratings, the lower rating shall be assigned as the overall standard rating. Regardless of whether a majority exists, where a unit member receives an "Unsatisfactory" element ratings, the highest rating which may be issued for that standard is a "Requires Improvement."

Final evaluations exclusively containing the two highest ratings will not result in the permanent unit member being reevaluated the following year, being removed from the 5 year cycle, or being prevented from placement on the 5 year cycle. In addition, informal evaluations conducted during year 3 of the 5 year cycle and which exclusively contain the two highest ratings will not result in the permanent unit member being reevaluated the following year, being removed from the 5 year cycle or being prevented from placement on the 5 year cycle.

- 3. By October 1, 2018, any unit member who was evaluated during the 2016-2017 and/or 2017-2018 school and whose final evaluation resulted in a "Requires Improvement" or "Unsatisfactory" may inform Associate Superintendent Tammy Jalique in writing to have the 2016-2017 and/or 2017-2018 final evaluation recalculated. Recalculations will be done following the guidelines for the 2018-2019 school year set forth in the paragraph above. Recalculations will be done by reviewing final evaluations and looking to see if any RI's or U's occurred. If so, HR will then check the sub elements, under that specific standard, to determine the standard rating. If through the recalculation process, the unit member's standards ratings change, the unit member will be placed where they belong on the evaluation cycle. Recalculation requests received after October 1, 2018 will not be processed.
- 4. If a new evaluation article is not tentatively agreed upon by April 15, 2019, the District shall revert to the status quo language contained in the current (July 1, 2014-June 30, 2017) collective bargaining agreement for the 2019-2020 school year. The parties recognize that the interpretation of that language is the subject of unfair practice charge SA-CE-2878-E. Within fifteen days of TEA ratifying this side letter agreement, TEA shall place unfair practice charge SA-CE-2878-E into abeyance. TEA reserves the right to take the charge out of abeyance if after April 15, 2019, the parties have not agreed on a new evaluation article and continue to dispute the interpretation of the language in the 2014-2017 collective bargaining agreement.

5. This is the complete agreement of the Parties with regard to Article XVII -- Evaluation and does not establish any past practice or precedent beyond the express terms set forth above.
6. This agreement is not effective unless it is ratified by TEA no later than August 30, 2018.

Dated: 5/16/18

For the District: Rammy Jalique

Dated: 5/16/2018

For the Association: [Signature]