

**TENTATIVE AGREEMENT**  
**California School Employees Association and its Tracy Chapter 98**  
**and**  
**Tracy Unified School District**

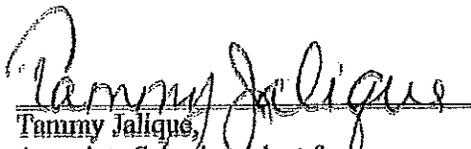
January 12, 2021

This Tentative Agreement completes contract negotiations for the 2020-2021 school year.

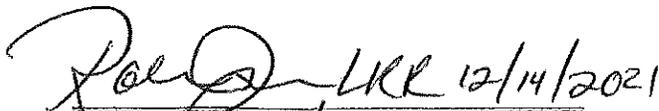
The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following Contract Re-openers for the 2020-2021 school year as listed below:

- Article VIII, Pay and Allowances – TA signed September 2, 2020 (see attached)
- Article X – Fringe Benefits – TA signed September 2, 2020 (see attached)
- Article XXVIII – Evaluations – TA signed December 4, 2020 (see attached)
- Article XLIV – Duration Of And Procedure For Modifying This Agreement – TA signed January 5, 2021 (see attached)

Agreed to this 12<sup>th</sup> day of January, 2021 in Tracy California.

  
Tammy Jalique,  
Associate Superintendent for  
Human Resources

  
Michael Caulfield, President,  
CSEA Tracy Chapter #98

  
Robin Jackson, CSEA Labor Representative

**TENTATIVE AGREEMENT**  
**California School Employees Association and its Tracy Chapter 98**  
**and**  
**Tracy Unified School District**

September 2, 2020

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

**ARTICLE VIII**  
**PAY AND ALLOWANCES**

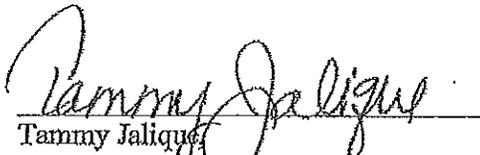
**APPENDIX A**

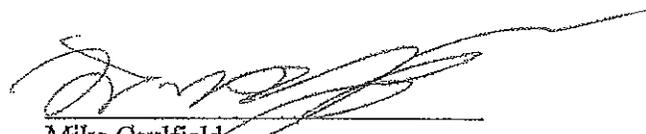
For the 2020-2021 contract year, the parties agree to a 0% increase to the salary schedule.

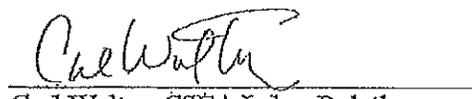
**ARTICLE X**  
**FRINGE BENEFITS**

- 10.1 A. The District shall provide a health benefit allowance of \$9732 per employee for all employees in the bargaining unit working eight (8) hours or more per day, 5 days per week. Should the healthcare broker offer an opt out option for unit members CSEA and the District agree to meet and negotiate terms of the opt out as needed.

Agreed to this 2nd day of September, 2020 in Tracy California.

  
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Tammy Jalique  
Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Mike Caulfield,  
President, CSEA Tracy Chapter #98

  
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Carl Walter, CSEA Labor Relations  
Representative

**TENTATIVE AGREEMENT  
CSEA and TUSD**

August 19, 2020

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following:

**ARTICLE XXVIII  
EVALUATIONS**

Evaluations for all regular and probationary classified employees shall be confidentially made at specified intervals during the work year. The ratings shall be reported to the Associate Superintendent for Human Resources on appropriate forms.

28.1 Probationary Employees: The probationary period shall be for six (6) months, or 130 days of paid service (including paid holidays), whichever is longer. A first evaluation report for all probationary employees may be submitted within sixty (60) working days of their hire date. A second evaluation report may be submitted within eighty (80) working days of employment and a final evaluation report may be submitted within one hundred (100) working days of employment. A special evaluation report may be submitted at any time if desired by the employee's supervisor.

Promoted employees shall serve a probationary period of four (4) months and be evaluated on or before the conclusion of the second (2<sup>nd</sup>) month from the start of promotion and again on or before the conclusion of the third (3<sup>rd</sup>) month.

Probationary employees may be released without cause. Promoted employees have the right to request a transfer to their former classification per section 12.3.B.

Probationary employees shall review and sign their rating forms before they are submitted to the Associate Superintendent for Human Resources or his/her designee, by the supervisor. This signature does not indicate agreement or disagreement with the evaluation.

28.2 Permanent Employees: Evaluation reports for all permanent employees shall be submitted in March of each fiscal year. The date may be extended by mutual agreement of the employee and the employee's supervisor. A special evaluation report may be submitted at any time if desired by the employee's supervisor. Permanent employees shall review and sign their rating forms before they are submitted to the Associate Superintendent for Human Resources by the supervisor. This signature does not indicate agreement or disagreement with the evaluation.

28.3 Evaluator: Evaluation reports shall be prepared by the person having overall responsibility for the direction of the department or by their designee in a position which includes, in its job description, supervisory and evaluation responsibilities. Evaluations, so far as practicable,

shall be based upon the direct observation and knowledge of the evaluator. The evaluator may request the input of other staff members directly associated with the employee and may consider these views in the report. However, the report is to be prepared by the evaluator.

**28.4 Less Than Satisfactory Evaluation:**

Any less than satisfactory evaluation based upon performance shall include recommendations for improvement and shall advise the employee as to any deficiency. A less than satisfactory evaluation is defined as any Needs Improvement or Unsatisfactory rating given to the employee on the classified Employee Work Performance Report. Employees receiving a less than satisfactory evaluation shall be reevaluated to monitor progress. This follow-up evaluation shall be made within 90 working days of receipt of the initial evaluation. Time lines may be extended by mutual agreement of the employee and the supervisor. Deficiencies shall be discussed and assistance shall be offered.

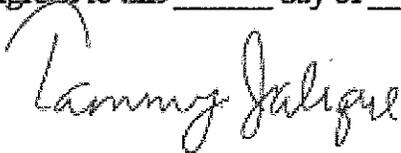
**28.5 Review Process:**

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. The employee has the right to submit a written statement and have it attached to the evaluation form.

**28.6 Employee Right to Copy:**

Employees shall receive a completed copy and signed copy of their evaluation report

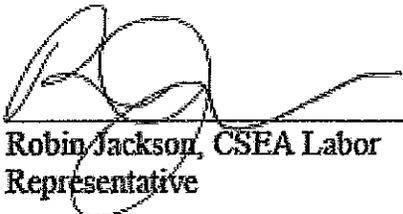
Agreed to this 4th day of December, 2020, in Tracy, California.



Tammy Jalique, Associate Superintendent  
for Human Resources



Michael Caulfield,  
President, CSEA Tracy Chapter #98



Robin Jackson, CSEA Labor  
Representative

**TENTATIVE AGREEMENT  
CSEA and TUSD**

January 5, 2021

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following:

**ARTICLE XLIV  
DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT**

**THIS AGREEMENT shall be effective upon ratification and execution, and shall be in full force and effect from July 1, 2021 through June 30, 2024.**

For the 2021-2022 school year, the parties will be allowed up to two (2) re-openers, plus Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their re-openers no later than March 15, 2021. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

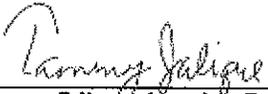
For the 2022-2023 school year, the parties will be allowed up to two (2) re-openers, plus Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their re-openers no later than March 15, 2022. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

For the 2023-2024 school year, the Association shall submit their proposal for a successor Agreement to the District no later than March 15, 2023. The District shall respond in writing within (30) days of receipt of the Association's successor proposal.

Representatives of the District and the Association shall, after exchange of proposals as provided above, meet and negotiate in good faith as provided by law. Five (5) representatives of the Association shall have the right to receive release time without loss of compensation when meeting and negotiating under the provisions of this article.

If the District determines the combined work schedule and negotiation schedule of a CSEA negotiating team member leads to unsafe working conditions, the District reserves the right to authorize a variation in work days in accordance with Article XI, Hours and Overtime.

Agreed to this 5th day of January, 2021, in Tracy, California.

  
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Tammy Jalique, Associate Superintendent  
for Human Resources

  
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Michael Caulfield,  
President, CSEA Tracy Chapter #98

  
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Robin Jackson, CSEA Labor Representative

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District:	Tracy Unified School District
Name of Bargaining/Represented Unit:	CSEA
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2020 and ending June 30, 2021  
(date) (date)

The Governing Board will act upon this agreement on: March 9, 2021  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2019-20	Fiscal Impact of Proposed Agreement (All Funds) Complete years 2 and 3 for multi-year agreements only.		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) FY
1 <b>Salary Schedule</b> Ongoing Increase (Decrease)	\$ -	\$ -	\$ -	\$ -
	On-going year-over-year change	0.00%	0.00%	0.00%
2 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Overtime, etc.)-One time	\$ -	\$ -	\$ -	\$ -
	Description	Off Schedule Bonus	Off Schedule Bonus	
3 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ -	\$ -	\$ -	\$ -
4 <b>Health/Welfare Benefits</b>	\$ -	\$ -	\$ -	\$ -
5 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-4)	\$ -	\$ -	\$ -	\$ -
6 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	541.00			
7 <b>Total Compensation Average Cost per Employee</b>	\$ -	\$ -	\$ -	\$ -
	Year-over-year change	0.00%	0.00%	0.00%

If the agreement increases or decreases costs, a multiyear projection must be attached.

### Public Disclosure of Collective Bargaining Agreement

Name of Bargaining/Represented Unit: CSEA

#### B. SUMMARY

##### FISCAL EFFECTS

###### CHANGES TO COMPENSATION (SALARIES AND BENEFITS)

None

###### OTHER FISCAL EFFECTS

None

###### FUNDING SOURCES

Not Applicable

##### OTHER CHANGES

None

##### CERTIFICATION

In accordance with Government Code Section 3547.5(b), I hereby certify that the costs incurred by the school district under this agreement can be met by the district during the agreement's term. The budget revisions necessary to meet the costs of the agreement are described above. (Must be signed in the copy presented to the board)

<i>District Superintendent</i>	<i>Date</i>	<i>Chief Business Official</i>	<i>Date</i>

After public disclosure of the major provisions contained in this summary, the Governing Board took action to approve the proposed agreement and acknowledges that any budget revisions described above are necessary to meet the costs of the agreement.

<i>President (or Clerk), Governing Board</i>	<i>Date signed</i>	<i>Date of Board Action</i>