

Tracy Unified School District
Tracy Educators Association
TENTATIVE AGREEMENT
May 19, 2021

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 May 19, 2021.

1. This Tentative Agreement completes reopener negotiations for the 2021-2022 school year. There will be no additional reopener negotiations for the 2021-2022 school year.
2. The parties previously reached Tentative Agreements on the following for the 2021-2022 school year:

ARTICLE I - RECOGNITION – Remove Section A.1h, Change Section A.2c, A.2d and Add Section A.2n – Tentative Agreement signed on March 11, 2021.

ARTICLE VI – HOURS – Change Section C.1 – Tentative Agreement signed on April 14, 2021. (See attached)

ARTICLE VII – DUTIES – Status Quo – Tentative Agreement signed on April 14, 2021. (See attached)

ARTICLE X MEMBERSHIP DUES (Mutually Agreed to Rename from Fair Share (Agency) Fee) - Remove Section B and Section C – Tentative Agreement signed on April 14, 2021. (See attached)

ARTICLE XII – CLASS SIZE/TEACHER AIDE TIME – Status Quo – Tentative Agreement signed on April 14, 2021. (See attached)

ARTICLE XIII SALARIES (COMPENSATION) - Change Section A.1– Tentative Agreement signed on March 3, 2021; Amended agreement reached on May 19, 2021. (See attached)

ARTICLE XIV – FRINGE BENEFITS – Status Quo – Tentative Agreement signed on March 3, 2021. (See attached)

ARTICLE XVI – TRANSFER/REASSIGNMENT – Change Section D.4 - Tentative Agreement signed on March 3, 2021. (See attached)

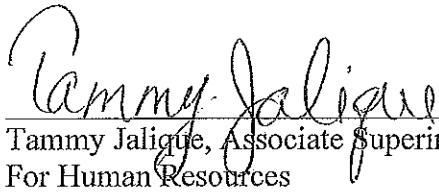
ARTICLE XX – LEAVE OF ABSENCE – Change Section C – Tentative Agreement signed on March 11, 2021. (See attached)

ARTICLE XXXII – JOB SHARING – Changes to section B.1 and G.3 - Tentative Agreement signed on April 14, 2021. (See attached)

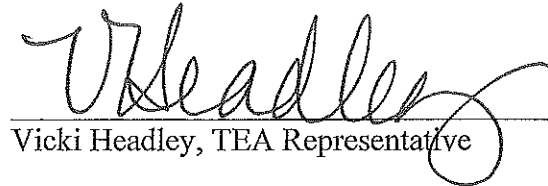
ARTICLE XXXIX – TEACHERS ASSIGNED TO INDEPENDENT CHARTER – Add New Article and Mutually Agreed to Renumber Article XXXIX through Article XLII - Tentative Agreement signed on April 14, 2021. (See attached)

3. 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.

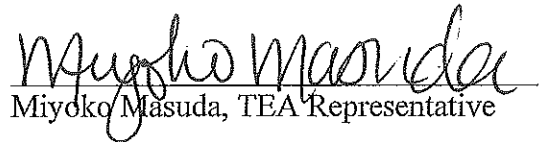
Tentatively agreed to this 19th day of May, 2021 in Tracy California.



Tammy Jalique, Associate Superintendent
For Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE I
RECOGNITION**

March 11, 2021

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

**ARTICLE I
RECOGNITION**

A. The District recognizes the Association as the exclusive representative for the following certificated unit members:

1. Inclusions

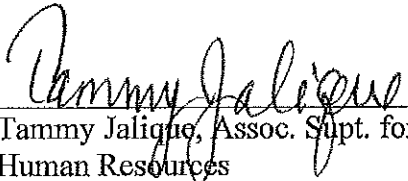
- a. Regular full-time unit members
- b. Regular part-time unit members
- c. Special Education unit members
 - (1) Resource Specialist
 - (2) Special Day Class
- d. Resource unit members
- e. Temporary unit members on contract
- f. Full-time Adult School unit members
- g. Part-time Adult School unit members
- i. All unit members on leaves of absence from the unit positions included above
- j. Summer School/Intersession unit members
- k. Librarian (certificated)
- l. Class Size Reduction Teacher Interns
- m. Regular Teacher Interns
- n. Teachers on Special Assignment

2. Exclusions

- a. Superintendent
- b. Associate Superintendent, Business Services
- c. Associate Superintendent, Educational Services
- d. Associate Superintendent, Human Resources
- e. Director of Curriculum and Student Services
- f. Director of Curriculum and Special Projects
- g. Director of Instructional Media Services
- h. Director of Informational Services and Educational Technology
- i. Director of Special Education
- j. Principals
- k. Vice Principals
- l. Counselors
- m. Psychologists
- n. Language/Speech Specialists (SLP)
- o. Long-term and day-to-day substitutes
- p. All other management, supervisory, and confidential employees

- B. Disputes concerning this Article are not subject to the grievance procedure established in Article IX. However, the Association shall have the right to seek clarification through proceedings of the Public Employment Relations Board with respect to new titles not specified in the above unit designation. Nothing agreed to herein shall prevent adjustments to the unit from being made upon agreement between the District and the Association.

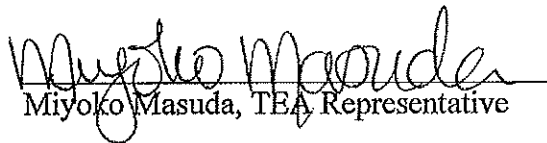
Agreed to this 11th day of March, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE VI
HOURS**

April 14, 2021

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

1. The number of working days for the term of this Agreement shall be one hundred eighty-three (183), of which one hundred eighty (180) will be instructional and three (3) will be mandatory staff development days. One of the two non-instructional days prior to the beginning of the new school year will be reserved for site-based planning and preparation as directed by the principal. At least 3 ½ continuous hours, which does not include lunch time, of that workday will be reserved for unencumbered teacher classroom preparation.

With respect to the two non-instructional days prior to the beginning of the school year, the first non-instructional day will be a District day, and the second day will be for site-based planning and preparation.

2. The contract year for first year unit members will include an additional two (2) days of district staff development during the school year for a total of one hundred eighty-five (185) days. In addition, first year unit members shall be required to attend an additional four (4) days of district staff development paid at their per diem rate.

First Year Teachers

	<u>Days</u>	<u>Mandatory</u>	<u>Pay</u>
Instructional Days	180	yes	contract year
Staff Development	3	yes	contract year
TTIP* Staff Devel.	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	189		

*TTIP – Tracy Teacher Induction Program

3. 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.

4. TEA/TUSD will jointly develop and submit one or more years of recommended calendars to the Board on or before February 1 in the year prior to the expiration of the last board approved calendar. If TEA/TUSD cannot reach an agreement by the due date (Feb. 1), then the parties will recommend to the Board the adoption of the last board approved calendar for the following school year, with minor adjustments. Adjustments shall be limited to ensure contract days occur on weekdays and that holidays are taken on generally accepted days.

B. LENGTH OF DAY

1. The length of the unit members' on-campus workday, including preparation time, lunch, release periods and time required before and after school, shall be for seven (7) hours thirty (30) minutes. The required starting time for unit members shall be no earlier than 7:30 a.m., and, unless otherwise stipulated in this contract, the required ending time no later than 4:00 p.m. The normal work day for the unit member will begin no less than ten (10) minutes before the start of the first period. Unit members may, by mutual consent with the site administration, agree to a flexible work day schedule that will not exceed the seven (7) hour thirty (30) minutes work day, but may begin before 7:30 a.m.
2. Unit members shall notify the office of the principal when leaving the school premises upon completion of their last scheduled class according to the following provisions:
 - a. Upon 24 hours' notice whenever possible, unit members shall notify the office of the principal for committee meetings or for the following reasons:
 - i. Death or serious illness of a member of his/her immediate family
 - ii. Accident, involving his/her person or property or the person or property of a member of his/her immediate family
 - iii. Religious observances for recognized and established holy days
 - iv. Legal meetings or appearances with an attorney and/or appearance in a court of law except when such appearance is for reasons brought about through misconduct of the unit member

- v. Urgent personal family business which necessitates the unit member's immediate attention during normal business working hours
- vi. Attendance at a funeral of a close personal friend. The District reserves the right to require the unit member to provide verification of the funeral before or after the actual date of the funeral
- vii. Medical appointment
- b. Unit members may request permission from the principal/designee to leave work early for other related school business or other personal reasons.
- c. The principal/designee may require unit members to remain on campus in case of site or District emergency.

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 receive one unencumbered Early Release Monday (ERM) for their individual use every other month, for a total of five (5) ERMs during the instructional year. The dates will be selected by the District. These unencumbered early release Mondays shall be used to conduct reasonable professional duties. The unit members may leave their school sites to conduct these duties if mutually agreed upon with the school site administration.

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) 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) 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.

2. There will be no District meetings requiring unit member attendance on the second and third Tuesday of each month as these are reserved for Association meetings. Unit members on extended hour contracts shall be released for these meetings.
3. Part-time unit members, defined as a unit member employed less than 100% of an FTE who is not sharing a position with another unit member (i.e. job share), shall attend the following meetings:
 - a. Mandatory Meetings
 2. Regular staff meetings or make-up meetings
 3. Back-to-School Night
 4. Open House at applicable grade levels
 5. Parent/Teacher conferences, in accordance with Article VII,
 6. IEPs and SSTs, in accordance with Article VII, H, 2(b)
 7. Two non-instructional days before school starts
 - b. Pro-rated Duties
 - i. Adjunct duties
 - c. Optional Meetings
 - i. District meetings on Early Release Mondays
 - ii. Collaboration Days on Early Release Mondays
 - iii. High School Site Meetings on Early Release Mondays
4. Full time (1.0 FTE) unit members who teach zero period may be required to attend regular staff meetings up to 4:20, if necessary, and shall be compensated on a prorated basis for time beyond 3:20 at the hourly rate.

D. BREAKS/LUNCH

1. All unit members shall have one (1) duty-free lunch period of not less than thirty (30) minutes per day. K-5 unit members shall have one (1) lunch period per day of not less than forty (40) minutes, 30 minutes of which shall be duty free. Except in cases of emergency, unit members shall not be required to perform supervision duties during their one lunch period.
2. At each K-5 and K-8 site, a plan shall be developed to meet the personal break needs of unit members.
3. High School unit members shall have a ten (10) minute relief period after the unit member's last assigned class per day.

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

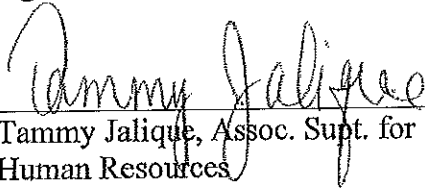
1. Fourth and fifth grade unit members shall have a continuous thirty (30) minute preparation period within the teaching day. Kindergarten through third grade unit members shall have a continuous thirty (30) minute preparation time within the contract day. Modifications to the schedule may be made by the administration after prior consultation with those K-5 unit members affected. The K-5 unit members and principal at each school site have the option of making adjustments within the time span allocated at that school. K-5 unit members who would

otherwise lose their prep on early release days will be given 30 minutes, for the purpose of preparation, after the last scheduled class and prior to the beginning of early release activities. K-5 unit members will not be given the thirty (30) minutes of preparation on District days when travel is required. K-5 unit members will not lose their thirty (30) minutes of preparation due to travel more than one time per month.

2. High School and Middle School unit members who are full-time classroom unit members shall have one (1) uninterrupted period per day for preparation and planning which shall be the same length as a regular classroom period.
3. Unit members shall use their planning and preparation time for planning, preparation, student activities, parent conferencing, or other professional school-related activities.
4. No 7th – 12th grade unit member shall be assigned more than three (3) preparations per day without his/her consent. A preparation is defined as one prescribed curriculum which may be presented within one (1) instructional period. A preparation includes one course description, as well as significant curriculum development, lesson planning/preparation, student assessment and instruction to students.
5. Continuation, Opportunity, Individualized Learning Centers and other specialized programs dealing with at risk students are exempt from this definition of a preparation, as described in E.4.
6. For the term of this contract, no High School or Middle School unit member shall be required to teach more than twenty-five (25) periods per week.
7. The District shall not implement more than a six period day structure (separate from advisement) that adds additional preparations for the unit members without first negotiating this with the Association.
8. In addition, all unit members shall be entitled to utilize the remainder of the normal on-campus workday following the last regular classroom period for preparation and planning unless the District requires them to attend a meeting or perform other adjunct duties.
9. Unit members with split assignments, as defined in Article VIII, D.1.a, shall have their prep period scheduled between their split assignments and contiguous to nutrition break or lunch as applicable. These unit members shall have the flexibility of leaving campus following their last scheduled class (for students). Unit members shall have an assigned parking place in as close proximity as possible to their main teaching station at school sites.
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 (2) 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.

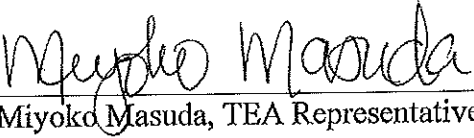
Agreed to this 14th day of April 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

TENTATIVE
AGREEMENT

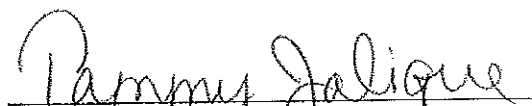
ARTICLE VII - DUTIES

April 14, 2021


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

ARTICLE VII
DUTIES

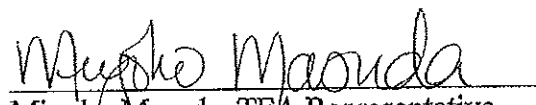
Tentatively agreed to this 14th day of April, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

TENTATIVE
AGREEMENT

ARTICLE X
MEMBERSHIP DUES

April 14, 2021

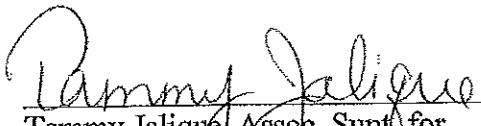
The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE X
MEMBERSHIP DUES


- A. Any unit member who is a member of Tracy Educators Association (TEA), California Teachers Association (CTA), National Education Association (NEA), or who has applied for membership, may sign and deliver to the District an authorization for appropriate deduction fee of unified membership dues, initiation fees and general assessments for the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months.

Deductions for unit members who sign such authorization after the commencement of the school year shall be one-tenth (1/10th) of the annual total for each of the remaining months of the contract year.

Agreed to this 14th day of April 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

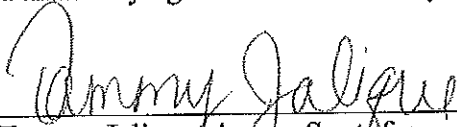
ARTICLE XII – CLASS SIZE/TEACHER AIDE TIME

April 14, 2021

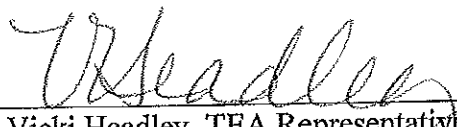
The Tracy Educators Association (hereafter “TEA”) and the Tracy Unified School District (hereafter “District”) do hereby agree to status quo on the following Article:

**ARTICLE XII
CLASS SIZE/TEACHER AIDE TIME**

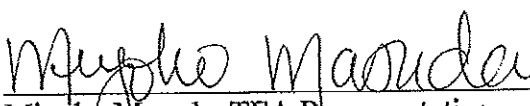
Tentatively agreed to this 14th day of April, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE XIII - SALARIES (COMPENSATION)
AND ARTICLE XIV FRINGE BENEFITS**

March 3, 2021

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

**ARTICLE XIII
SALARIES**

A. DURATION

1. There will be a percentage increase to the 2021-2022 salary schedule of 3.84% (based on the Governor's proposed COLA, estimated in January, 2021 to be 3.84%):
 - Appendix A Certificated Salary Schedule A
 - Appendix B Certificated Salary Schedule B
 - Appendix C Tracy Adult School Salary Schedule Part-Time Unit Members
 - Appendix D Hourly Salary Schedule
 - Appendix E Supplemental Instruction

Contingency:

This settlement proposal is contingent on an approved State 2021-2022 budget that:

- a. does not alter the LCFF funding allocation process; and
- b. no deficit is applied to LCFF funding calculation. The increase shall be based on funded allocations received by the District from the State.
- c. If the percentage increase to the 2021-2022 base grant per ADA differs by half a percent (0.5%) or more from the proposed 3.84%, this salary compensation agreement shall be nullified, and the parties shall meet and continue to negotiate.

B. HOURLY SALARY SCHEDULE
Refer to Appendix D

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

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

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

F. 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.

G. 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.

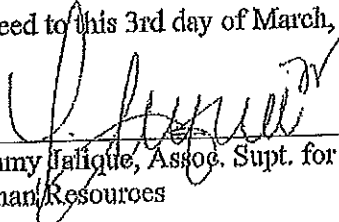
H. STIPENDS

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)
 - 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.

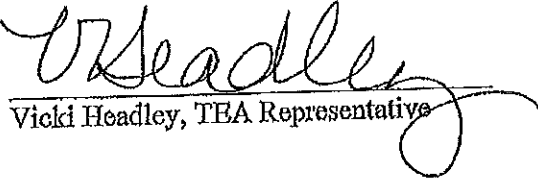
ARTICLE XIV
FRINGE BENEFITS

TUSD proposes status quo.

Agreed to this 3rd day of March, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

TENTATIVE
AGREEMENT

ARTICLE XIII - SALARIES (COMPENSATION)
AND ARTICLE XIV FRINGE BENEFITS

May 19, 2021

As noted, in the TA signed on March 3, 2021, any change to the percentage increase to the 2021-2022 base grant per ADA of a half a percent (0.5%) or more from the proposed 3.84%, nullified the compensation agreement, and the parties would meet and continue to negotiate. As the projection was increased to 5.07% the parties met to negotiate and hereby agree to the following:

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

ARTICLE XIII
SALARIES

A. DURATION

1. There will be a percentage increase to the 2021-2022 salary schedule of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021 to be 5.07%):

- Appendix A Certificated Salary Schedule A
- Appendix B Certificated Salary Schedule B
- Appendix C 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. PART-TIME ADULT SCHOOL SALARY SCHEDULE

Refer to Appendix C

D. SUPPLEMENTAL INSTRUCTION-HOURLY RATE

Refer to Appendix E.

E. COACHING AND SPECIAL ASSIGNMENTS PAY

Refer to Appendix F.

F. 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.

G. 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.

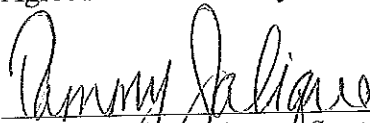
H. STIPENDS

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)
 - 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.

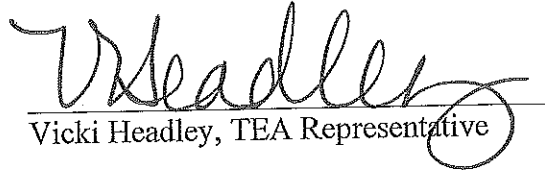
ARTICLE XIV FRINGE BENEFITS

The parties agree to status quo.

Agreed to this 19th day of May, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

TENTATIVE AGREEMENT

March 3, 2021

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) two (2) days of substitute pay or three (3) two (2) days of release time~~.

E. JOB SHARE

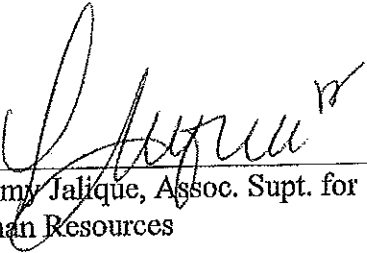
The remaining unit member of a job share assignment may request a transfer or reassignment according to the guidelines contained in this Article.

F. NOTIFICATION OF ASSIGNMENT

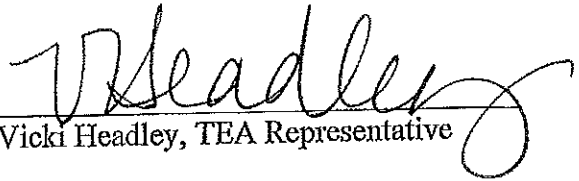
Each unit member shall be given written notice not later than the last day of classes of the ending school year of the next year's tentative assignment. Such notice shall specify the building, grade level(s), and course(s)/preparation(s) to which the unit member will be assigned. If it becomes necessary 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.
- H. When a unit member is involuntarily transferred or voluntarily transferred they will remain on their current evaluation cycle.

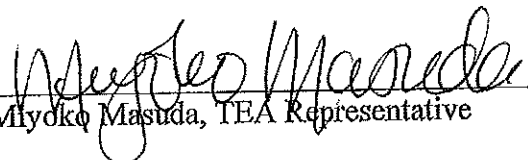
Agreed to this 3rd day of March, 2021, in Tracy California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE XX
LEAVE OF ABSENCE**

March 11, 2021

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

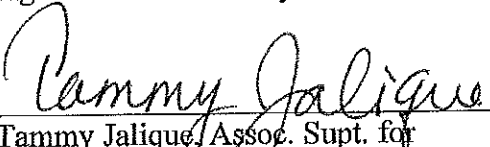
**ARTICLE XX
LEAVE OF ABSENCE**

- A. The Board of Trustees of the District may grant a unit member an unpaid leave of absence for a period not to exceed twelve (12) months. A twelve (12) month extension of such leave may be granted at the discretion of the District. Such leaves are normally granted only for reasons of health, educational improvement or academic advancement. An extension of such leave will normally be granted only when there is a distinct advantage accruing directly to the District from such extension.
- B. Written request for such leave shall first be submitted by the unit member to his/her principal or immediate supervisor. Such request shall set forth in detail the reasons for such request and the requested duration of any such leave. Upon receipt of such request, or as soon thereafter as is reasonably practicable, the principal or immediate supervisor shall acknowledge such request, making a recommendation thereon that such request either be granted or denied and forward such request to the District Superintendent. The District Superintendent shall, at the next regularly called meeting of the Board of Trustees of the District, present such request to said Board with the recommendation that the request either be granted or denied setting forth the reasons for such recommendation. Upon the granting or denying of such request by the Board of Trustees, the District Superintendent shall notify the unit member of the disposition of the request.
- C. A unit member granted a leave of absence under the provisions of this Article, shall notify the District Superintendent in writing, no less than sixty (60) days before the expiration of such leave or before February 1st, whichever is earlier, of his/her intention to return to service. No later than ten (10) days before such notice is due, the District Superintendent shall, by registered or certified mail, remind such unit member of his/her obligation to so notify the District. If the unit member then fails to so notify the District, such failure shall be deemed to be a waiver of his/her right to return to his/her position as an unit member of the District effective upon the expiration of such leave or upon the date such notice is due, whichever is later.
- D. A request for such leave based on reasons other than health, educational improvement or academic advancement will be given consideration. Such requests will be granted or denied based on the benefits accrued directly to the District, the urgency and compelling reasons for such requests and the employment record of the unit member making such requests.
- E. The District Superintendent may require that any such request for reasons of personal health be supported by the written recommendation of a licensed physician and, before


reinstatement, may also require a statement from a licensed physician indicating that such unit member is physically capable of performing his/her assigned duties.

- F. Any unit member absent from work except as authorized with pay in this agreement or in the Education Code shall receive no pay for the period of such absence.
- G. Any unit member on an unpaid leave of absence may elect to continue coverage under the District's fringe benefit insurance program by paying to the District monthly the premiums therefore, provided that such continuation is permissible under the contract between the District and the insurance carrier.

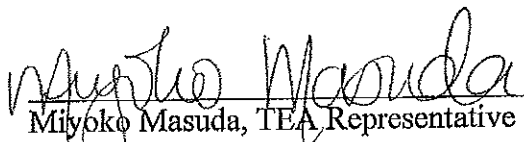
Agreed to this 11th day of March, 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE XXXII
JOB SHARING**

April 14, 2021

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

**ARTICLE XXXII
JOB SHARING**

The governing board wishes to provide certificated personnel with the opportunity to share teaching positions, under the following criteria.

A. DEFINITION

Job Sharing shall refer to two (2) unit members sharing one (1) full-time position.

B. APPLICATION

1. Unit members wishing to participate in the Job Sharing Program must first apply through the Personnel Office. Unit members will be paired through regular Human Resources Office channels. All job share assignments shall be considered on an individual basis and are not subject to the previous or subsequent approval of other job share assignments. Job share assignments shall be mutually agreed upon by the unit members, the principal(s), and the Associate Superintendent for Human Resources and receive the approval of the Superintendent before the shared teaching assignment can be finalized and implemented.
2. This agreement will be written as a contract between the two unit members and the District, outlining the provisions of this Article.
3. The District, through its Superintendent or his/her designee, retains the exclusive right to determine whether or not to grant or modify any job sharing request.

C. SELECTION

1. Job Sharing assignments shall be filled only by unit members who have jointly agreed to work together.
2. Shared teaching assignments shall be approved for a maximum of one school year at a time.
3. At least one job share assignment per site shall be considered. Additional job shares may be allowed by the Superintendent or designee. Unit members assigned to part-time positions shall not be counted in this limitation.

4. All qualified unit members are eligible to participate in a job sharing assignment. Permanent unit members shall be given preference over non-permanent unit members.

1. A condition of entry into a shared teaching assignment shall be that the affected unit members shall decide which of them shall have the right to retain the teaching position which they shared. The remaining unit member shall apply for transfer/reassignment according to the procedures outlined in Article XVI, Transfer/Reassignment.

1. RESPONSIBILITIES

1. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the Associate Superintendent for Human Resources. Both job sharers must be present and participate in the following: all non-student work days at the beginning of the school year; the first instructional week; all District staff development days; and the annually scheduled parent conferencing schedule. Job sharers shall communicate with each other the details of regular staff meetings, District meetings, individually scheduled parent conferences, etc.
2. The District shall provide substitute coverage for short term absences of either job sharing unit members.
3. If a job sharer leaves for an unplanned leave of absence which extends beyond two calendar weeks the remaining job sharer shall meet with the site administrator to determine the appropriate replacement for the job sharer on leave. The remaining job sharer may be asked to assume full-time responsibilities until the return of the job sharer on leave. The partner unit member assuming full-time responsibility shall be entitled to all salary and fringe benefits rights for the duration of the full-time status.
4. A unit member on a shared job assignment who performs substitute duties outside of his/her assignment during an unassigned work time shall be paid for that service according to the current substitute salary schedule.
5. Prior to the first year of participation, unit members shall request a part-time leave of absence from their full-time teaching position.

E. COMPENSATION

1. Unit members sharing an assignment shall receive a prorated share of salary as determined by their prorated share of assignment and their placement on the salary schedule.
2. Following the accumulation of the equivalency of one year of full-time service, unit members sharing contracts shall receive salary step movement at the start of the school year.

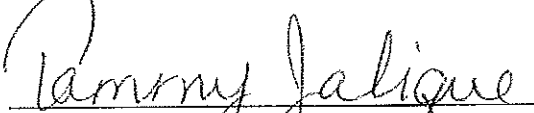
F. BENEFITS

1. The District will pay health and fringe benefits proportionate to the salary earned. The unit member may choose one of two options:
 - a. To maintain full benefits, the unit member must pay his/her prorated share.
 - b. The unit member will have the option to utilize their prorated share of health and fringe benefits proportionate to the salary earned to purchase one or more of the following benefit options: medical, dental, vision, paid prescription, life insurance.
2. If the unit member does not choose one of the above options, he/she will not be covered by District health and fringe benefits.
3. The unit member must notify the Payroll Office by September 30th if he/she desires health and fringe benefits. Sick leave and other leave provisions shall be prorated.

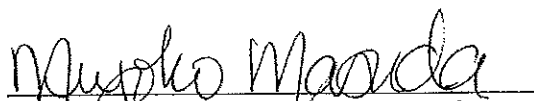
G. RETURN TO FULL-TIME

1. If the job sharer wishes to increase from part-time to full-time, such increase will depend upon the staffing needs of the school District and the unit member's qualifications. In the event a job sharer requests to return to a full-time teaching assignment, the District shall grant such a request provided that a full-time position is available.
2. Unit members not wishing to return to full-time status and for whom no job sharer is available shall resign the remainder of their position or return to a full-time position if one is available.
3. Job sharers wishing to return to full-time status must notify the Human Resources Office in writing by February 1st.

Agreed to this 14th day of April 2021, in Tracy, California.


Tammy Jalique, Assoc. Supt. for
Human Resources


Vicki Headley, TEA Representative


Miyoko Masuda, TEA Representative

**TENTATIVE
AGREEMENT**

**ARTICLE XXXIX
TEACHERS ASSIGNED TO
INDEPENDENT CHARTER**

April 14, 2021

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

In addition to the new article, both parties agree to the renumbering of the existing Articles XXXIX through Article XLII:

**ARTICLE XXXIX
TEACHERS ASSIGNED
TO INDEPENDENT CHARTER**

Unless otherwise noted as an exception below, all provisions of the master agreement between TEA and TUSD apply to unit members assigned to Independent Charter School.

WORK HOURS AND SCHEDULES

1. The length of day for a charter school unit member is 7.5 hours as noted in Article VI Hours, Section B. Length of Day.
2. Daily schedules prepared by charter school unit members must include a daily lunch in accordance with Article VI, Hours, Section D, Breaks and Lunches.
3. Daily schedule must include a preparation period in accordance with Article VI, Section E, Preps. In addition, Independent Charter School unit members are exempt from the number of preparations noted in Article VI Hours, Section E.4, due to the nature of Independent Charter instruction.
4. Schedules must also align with District Early Release Monday scheduling in accordance with Article VI, Section C, Meetings. ERM attendance will be in accordance with Section C, at a site determined by the Charter School administrator.
5. All unit member prepared schedules must be approved by Charter School administration prior to implementation.

SUPERVISION AND ADJUNCT DUTIES

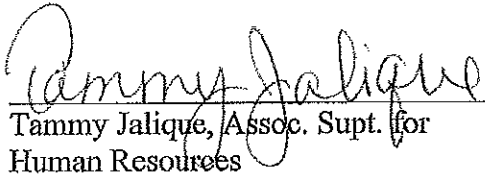
1. Unit members assigned to Independent Charter School and whose class of assignment is not on the Charter School campus (ie: at a traditional school site), shall be exempt from supervision duties unless required by emergency or safety needs of the campus.

2. Determination of adjunct duties will follow the process for elementary and middle schools as described in Article VII, Duties, Section J.2.

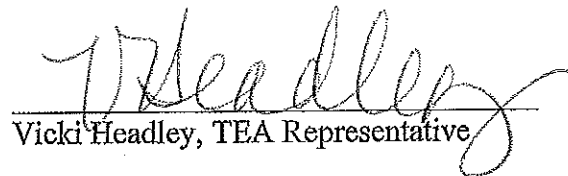
SALARIES (COMPENSATION)

1. Independent Charter is considered a specialized program. Therefore, unit members assigned to Independent Charter will not be entitled to stipends for combo classes noted in salary schedules Appendix A and B, as well as Article XIII, Salaries (Compensation) Section H, Stipends, Item 1.1.

Agreed to this 14th day of April 2021, in Tracy, California.



Tammy Jalique, Assoc. Supt. for
Human Resources



Vicki Headley, TEA Representative



Miyoko Masuda, TEA Representative