TENTATIVE AGREEMENT

Between

TRACY EDUCATORS ASSOCIATION

And

TRACY UNIFIED SCHOOL DISTRICT

January 8, 2025

This is a tentative agreement between the Tracy Unified School District ("TUSD") and Tracy Educators Association ("TEA") (together referred to as "parties") reached on January 8, 2025

1. This Tentative Agreement completes reopener negotiations for the 2024-2025 school year. There will be no additional reopener negotiations for the 2024-2025 school year.

2. The parties previously reached Tentative Agreements on the following for the 2024-2025 school year:

ARTICLE VI - HOURS - Tentative Agreement signed on 12/13/2024 The parties agreed to Status Quo for sections B-E (See attached)

ARTICLE VII- DUTIES - TA signed on 12/13/2024 (See attached)

ARTICLE XIII - SALARIES (COMPENSATION) AND ARTICLE XIV FRINGE BENEFITS - Tentative Agreement signed on 10/30/2024 (See attached)

APPENDIX I – SPECIAL EDUCATION – Tentative Agreement signed on 01/08/2025 (See attached)

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

Agreed to this 8th day of January, 2025, in Tracy California.

Tammy Jalique,
Associate Superintendent for Human Resources

Anthony Irizarry,
TEA President & Negotiations Chair

TENTATIVE AGREEMENT

Between

Tracy Educators Association

And

Tracy Unified School District

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

Article VI, Hours
Section A

1. The number of working days for the term of this Agreement shall be one hundred eighty- ~~three~~ **four** (~~183~~ **184**), of which one hundred eighty (180) will be instructional and ~~three (3)~~ **four (4)** 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~~ **six** (~~185~~ **186**) 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

	Days	Mandatory	Pay
Instructional Days	180	yes	contract year
Staff Development	~~3~~ 4	yes	contract year
TTIP* Staff Devel	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	~~189~~ 190		

*TTIP – Tracy Teacher Induction Program

3. Contingent upon receiving funding from the state, an additional ~~three~~ **two** 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.

The second voluntary day will be designated as an unencumbered Classroom Work Day. The intent of this Classroom Work Day is to provide teachers with one-half day room prep on a designated date at the beginning of the year and one-half day room closure on a designated date after the end of the contract year. Alternately, a unit member may use the full day on the designated date prior to contract year or the full day on the designated date after the contract year. These seven-and-a-half hours (7.5) will be paid at the Buy Back rate (timesheet) of $124.50 (half day) or $249 (full day).

Beginning the 2025-2026 school year, the previously offered third day of voluntary staff development shall be converted into a mandatory day of attendance for all unit members, compensated at the unit member's per diem rate. A portion of this day, but not less than 3.5 continuous hours, shall be allocated for the purpose of mandated compliance training. Should the hours of mandated training increase, the District acknowledges TEA's right to request to meet and confer regarding the change. Unit members signed to contract beginning the 2025-2026 school year shall have their contract reflect 184 days of service as noted in section A. 1. Unit members under contract prior to the 2025-2026 school year shall have their annual salary adjusted to reflect the additional day of service (184 days as noted in A.1). In addition, the salary schedules contained in Appendix A and Appendix B shall be adjusted to reflect 184 days of service as "base compensation".

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~~ **November 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~~ **Nov. 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

Regarding contract negotiations for sections B-E, the parties agree to status quo.

Both parties acknowledge this agreement must be ratified by TEA.

Agreed to this 13th day of December, 2024.

Tammy Jalique,
Associate Superintendent for Human Resources

Anthony Irizarry,
TEA President & Negotiations Chair

TENTATIVE AGREEMENT
BETWEEN
Tracy Educators Association
And
Tracy Unified School District

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 **TK through 5** excluding SDC, RSP, and other Special Ed classes or other specialized programs will receive a stipend located in Appendix A and 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 outside contract hours at the hourly rate as shown on Appendix D.

   c. 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

a) 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.

b) An annual flexible workday, 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.

c) Unit members will be given adequate time during the regular contract hours to maintain and update student cumulative folders.

d) 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 H)

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. 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. Current letter grades

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.

9. ~~All unit members shall update grades every two weeks using the District provided grade reporting software to ensure parents and students access to current progress information~~. **All 6-12 unit members shall update grades every 2 weeks using the District provided grade reporting software to ensure parents and students access to current progress information. All TK-5 unit members shall update assessed standard scores within 2 weeks of administering a standards based assessment using the District provided grade reporting software to ensure parents and students access to current progress information.**

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. INCLUSION

A unit member may voluntarily sign up by March 15 to co-teach for the next year. The District will make a good faith effort to create common preps for inclusion teachers.

N. EXTRA SECTIONS

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.

O. DEPARTMENT CHAIRS

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.

P. **SPLIT ASSIGNMENTS**

Should a unit member be assigned to a teaching assignment which encompasses differing grades spans noted in the master agreement (for example, assigned to both a middle school and a high school or to an elementary school and a middle school), the parties agree to negotiate the impacts of this split assignment.

Agreed to this 13th day of December, 2024 , in Tracy California.

Tammy Jalique,
Associate Superintendent for Human Resources

Anthony Irizarry,
TEA President & Negotiations Chair

TENTATIVE AGREEMENT
between
TRACY EDUCATORS ASSOCIATION
And
Tracy Unified School District

The Tracy Educators Association ("TEA") and Tracy Unified School District ("District") have negotiated and agreed to the following changes to contract language:

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

ARTICLE XIII
SALARIES

A. DURATION

1. There will be a percentage increase to the 2024-2025 salary schedules of **4.0% retroactive to July 1, 2024, and a 0% increase to the 2025-2026 salary schedules:**

   - 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. A 5.0% stipend of Class III, Step 1, of the non-adjusted salary schedule B shall be awarded for Special Education Unit members. (NOTE: This language was TA'd on 9/2/2022, but modified on Appendix A & B only)

~~2.~~**3.** 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.

I. The District reserves the right to offer referral bonuses to existing unit members or signing bonuses to newly hired unit members based on District financial resources and the need for identified areas of assignment. (NOTE: This language was also TA'd on 9/2/2022)

ARTICLE XIV
FRINGE BENEFITS

The maximum health benefit CAP shall be ~~$10,007~~ **$11,007.** ***(This increase goes into effect upon ratification by both parties and is not retroactive)***

Both parties acknowledge this agreement must be ratified by TEA.
Agreed to this 30th day of October, 2024.

Tammy Jalique

Tammy Jalique,
Associate Superintendent for Human Resources

10/30/24
Date

A. Irizarry S

Anthony Irizarry, TEA Representative
& Negotiations Chair

30 Oct 24
Date

TENTATIVE AGREEMENT
BETWEEN
Tracy Educators Association
And
Tracy Unified School District

The Tracy Educators Association ("TEA") and Tracy Unified School District ("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

1. The number of working days for the term of this Agreement shall be one hundred eighty- ~~three~~ **four** (~~183~~ **184**), of which one hundred eighty (180) will be instructional and ~~three (3)~~ **four (4)** 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~~ **six** (~~185~~ **186**) 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

	Days	Mandatory	Pay
Instructional Days	180	yes	contract year
Staff Development	~~3~~ **4**	yes	contract year
TTIP* Staff Devel	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	~~189~~ **190**		

*TTIP – Tracy Teacher Induction Program

~~3. The district will provide three voluntary, non-contractual days. The fist two (2) days will be designated as voluntary staff development buy-back days for all unit members. Unit members will be paid $249 for each voluntary staff development day at which they are present. 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.~~

~~The third voluntary day will be designated as an unencumbered Classroom Work Day. The intent of this Classroom Work Day is to provide teachers with one-half day room prep on a designated date at the beginning of the year and one-half day room closure on the designated date at the end of the contract year. Alternately, a unit member may use the full day on the designated date prior to contract year or the full day on the designated date after the contract year. These seven-and-a-half hours (7.5) will be paid at the Buy Back rate (timesheet) of $124.50 (half day) or $249 (full day).~~

3. Contingent upon receiving funding from the state, an additional ~~three~~ **two** 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.

The second voluntary day will be designated as an unencumbered Classroom Work Day. The intent of this Classroom Work Day is to provide teachers with one-half day room prep on a designated date at the beginning of the year and one-half day room closure on a designated date after the end of the contract year. Alternately, a unit member may use the full day on the designated date prior to contract year or the full day on the designated date after the contract year. These seven-and-a-half hours (7.5) will be paid at the Buy Back rate (timesheet) of $124.50 (half day) or $249 (full day).

Beginning the 2025-2026 school year, the previously offered third day of voluntary staff development shall be converted into a mandatory day of attendance for all unit members, compensated at the unit member's per diem rate. A portion of this day, but not less than 3.5 continuous hours, shall be allocated for the purpose of mandated compliance training. Should the hours of mandated training increase, the District acknowledges TEA's right to request to meet and confer regarding the change. Unit members signed to contract beginning the 2025-2026 school year shall have their contract reflect 184 days of service as noted in section A. 1. Unit members under contract prior to the 2025-2026 school year shall have their annual salary adjusted to reflect the additional day of service (184 days as noted in A.1). In addition, the salary schedules contained in Appendix A and Appendix B shall be adjusted to reflect 184 days of service as "base compensation".

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~~ **November 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~~ **Nov. 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 4:10 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. 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.

   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.

E. PREPS

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 four 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.

ARTICLE VII
DUTIES

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.

M. INCLUSION

A unit member may voluntarily sign up by March 15 to co-teach for the next year. The District will make a good faith effort to create common preps for inclusion teachers.

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

I. 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)

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. Unit members teaching a combo class at grades 4 and 5, excluding SDC, RSP and other Special Education classes or other specialized programs
   m. Please see Appendix F for additional stipends

2. **A 5.0% stipend of Class III, Step 1, of the non-adjusted salary schedule B shall be awarded for Special Education Unit members. (NOTE: This language was TA'd on 9/2/2022, but modified on Appendix A & B only)**

~~2.~~**3.** 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.

I. The District reserves the right to offer referral bonuses to existing unit members or signing bonuses to newly hired unit members based on District financial resources and the need for identified areas of assignment. (NOTE: This language was also TA'd on 9/2/2022)

ARTICLE XVI
TRANSFER/REASSIGNMENT

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. Each unit member shall be given written notice of the tentative co-teaching assignment not later than the last day of classes

of the ending school year. 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.

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, E.

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

The District shall create a job description, including work hours and any stipend, for each TOSA position and negotiate its approval with the Association.

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. TOSAs will provide a menu of support services for teachers who choose to receive such support on a voluntary basis.

5. 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.

6. 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 Induction 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.

Agreed to this 8th day of January, 2025, in Tracy California.

Tammy Jalique,
Associate Superintendent for Human Resources

Anthony Irizarry,
TEA President & Negotiations Chair