MASTER AGREEMENT

TRACY UNIFIED SCHOOL DISTRICT
AND
TRACY EDUCATORS ASSOCIATION (TEA)

July 1, 2023 – June 30, 2026

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Tania Salinas, Associate Superintendent for Business Services
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Updated 6.23.2026 to reflect all changes negotiated as of the 2025-2026 contract agreements.

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	7
I	RECOGNITION	7
II	DISTRICT RIGHTS AND POWERS	8
III	ASSOCIATION RESPONSIBILITIES AND RIGHTS	8
	Association Responsibilities	8
	Association Rights	9
IV	CONCERTED ACTIVITIES	11
V	NON-DISCRIMINATION	11
VI	HOURS	12
	Annual Calendar	12
	Length of Day	13
	Meetings	14
	Breaks/Lunch	15
	Preps	15
VII	DUTIES	17
	Assignment of Substitutes	17
	Compensation for Coverage	17
	Compensation for Voluntary Activities	18
	8th Grade Promotion	18
	Professional Duties	19
	Supervision	19
	Saturday School	20
	Conferences	20
	Crisis Situations	21
	Adjunct Duties	21
	Student Progress Reports	23
	Assessments	24
	Inclusion	24
	Extra Sections	24
	Department Chairs	24
	Split Assignments	24
VIII	CONDITIONS	24
	Facilities	24
	Materials	25
	Services	25
	Mileage Reimbursement	25
	School Assignment Option for Unit Members' Children	26

ARTICLE	TITLE	PAGE
IX	GRIEVANCE PROCEDURE	26
	Definitions	26
	Procedure	26
	General	28
X	MEMBERSHIP DUES	29
XI	PROGRESSIVE DISCIPLINE	29
	General	29
	Steps of Progressive Discipline	30
	Procedure for Imposing Suspension Without Pay	31
	Right to Challenge	32
	Immediate Effect	32
	Non-Exclusivity	33
XII	CLASS SIZE/TEACHER AIDE TIME	33
	Compensation for Exceeding Class Size Limits	33
	Volunteering to Exceed Class Size Limits	34
XIII	SALARIES (COMPENSATION)	35
	Duration	35
	Hourly Salary Schedule	35
	Part-time Adult School Salary Schedule	35
	Supplemental Instruction – Hourly Rate	35
	Coaching and Special Assignments Pay	35
	Compensation for Additional Teaching Periods	35
	In-Service Training/Staff Development Rate	35
	Stipends	36
XIV	FRINGE BENEFITS	36
	Opt. Out Option	36
	Early Retirement Benefits	38
	Survivor Benefits Under District Early Retirement Program	38
	Unit Member Paid Retirement Benefits	38
	Psychological Services	39
XV	NON-TRADITIONAL UNITS OF CREDIT	39
XVI	TRANSFER/REASSIGNMENT	40
	Definition	40
	Voluntary Transfers	41
	Voluntary Reassignment	42
	Involuntary Transfers/Reassignment	43
	Job Share	44
	Notification of Assignment	44
XVII	EVALUATION	45
	Purpose	45
	Jurisdiction	45

ARTICLE	TITLE	PAGE
XVII	EVALUATION (cont.)	
	Terms and Procedures	45
	Frequency	47
	Evaluation Standards	49
	Modification of Objectives	49
	Conferences	50
	Formal/Informal Evaluation Rating Process	51
	Final Evaluation	51
XVIII	SAFETY	52
XIX	CONSULTATION RIGHTS	53
XX	LEAVE OF ABSENCE	53
XXI	ASSOCIATION LEAVE	54
	General Information	54
	President's Leave	55
	Negotiator Leave	55
	Other Association Leave	55
XXII	BEREAVEMENT LEAVE	55
XXIII	INDUSTRIAL ACCIDENT OR ILLNESS LEAVE	56
XXIV	JURY DUTY LEAVE	56
XXV	LEGISLATIVE LEAVE	57
XXVI	MATERNITY LEAVE	57
XXVII	MILITARY LEAVE	58
XXVIII	PATERNITY/ADOPTION LEAVE	57
XXIX	PERSONAL NECESSITY LEAVE	58
XXX	SABBATICAL LEAVE	60
XXXI	SICK LEAVE	62
XXXII	JOB SHARING	64
	Definition	64
	Application	64
	Selection	64
	Responsibilities	65
	Compensation	65

ARTICLE	TITLE	PAGE
XXXII	JOB SHARING (cont.)	
	Benefits	66
	Return to Full-Time	66
XXXIII	SEVERABILITY	66
XXXIV	MULTI-TRACK YEAR ROUND EDUCATION (MTYRE)	67
	Calendar	67
	Initial Placement	68
	Specialist Services	69
	Transfer/Reassignment	70
	Payment Schedules	71
	Exchange Days	71
	Substitutes	72
	Sabbatical Leaves	72
	Communication	73
	Intersession	73
	Facilities	73
XXXV	K – 8 SCHOOLS	74
	Number of Teaching Periods and Prep Periods	74
	Night Duties	74
XXXVI	PEER ASSISTANCE AND REVIEW (PAR)	74
	Purpose	74
	Joint Committee	75
	Consulting Teacher	77
	Job Description for the Consulting Teacher	79
	Participating Teacher	81
	Training	83
XXXVII	CONTRACT WAIVER	83
	Definitions	83
	Rationale	83
	Process	83
	General Waiver Provisions	84
XXXVIII	TEACHERS ON SPECIAL ASSIGNMENT	85
	Definition	85
	Working Days, Hours and Compensation	85
	TOSA Positions	85
	Stipends	86
XXXIX	TEACHERS ASSIGNED TO INDEPENDENT CHARTER	86
	WORK HOURS AND SCHEDULES	86
	SUPERVISION AND ADJUNCT DUTIES	87
	SALARIES (COMPENSATION)	87

ARTICLE	TITLE	PAGE
XL	DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT	87
XLI	EFFECT OF CONTRACT	88
XLII	COMPLETION OF MEET AND NEGOTIATE PROCESS	88
XLIII	SUPPORT OF AGREEMENT	89

	TITLE	PAGE
APPENDIX A	CERTIFICATED SALARY SCHEDULE (Schedule A) Effective 07/01/2024	90
	CERTIFICATED SALARY SCHEDULE (Schedule A) Effective 07/01/2025	92
APPENDIX B	CERTIFICATED SALARY SCHEDULE (Schedule B) Effective 07/01/2024	94
	CERTIFICATED SALARY SCHEDULE (Schedule B) Effective 07/01/2025	96
APPENDIX C	ADULT SCHOOL SALARY SCHEDULE (part-time)	98
APPENDIX D	HOURLY SALARY SCHEDULE	99
APPENDIX E	TUSD SUPPLEMENTAL INSTRUCTION	100
APPENDIX F	COACHING AND SPECIAL ASSIGNMENT SCHEDULE	101
APPENDIX G	TUSD STANDARDS RUBRIC	106
APPENDIX G.1	INFORMAL OBSERVATION/FORMAL INTERIM EVALUATION	109
APPENDIX G.2	FINAL EVALUATION FORM	116
APPENDIX H	SUPPLEMENTAL SALARY INFORMATION	117
APPENDIX I	SPECIAL EDUCATION	118

PREAMBLE

THIS AGREEMENT made and entered into this 8th day of January 2025, between the TRACY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District," and the TRACY EDUCATORS ASSOCIATION (TEA), a Chapter of the CALIFORNIA TEACHERS ASSOCIATION, affiliated with the National Education Association, hereinafter referred to as the "Association."

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
    h. All unit members on leaves of absence from the unit positions included above
    i. Summer School/Intersession unit members
    j. Librarian (certificated)
    k. Class Size Reduction Teacher Interns
    l. Regular Teacher Interns
    m. 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.

ARTICLE II
DISTRICT RIGHTS AND POWERS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law including, but not limited to, the exclusive right to:

1. determine its organization;
2. direct the work of its employees;
3. determine the times and hours of operation;
4. determine the kinds of levels of services to be provided and the methods and means of providing them;
5. establish the educational policies, goals, and objectives;
6. determine staffing patterns;
7. determine the number and kinds of personnel required;
8. maintain the efficiency of District operations;
9. determine the curriculum; build, move or modify facilities;
10. establish budget procedures and determine budgetary allocations;
11. determine the methods of raising revenue;
12. contract out work; and
13. determine work location

B. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members consistent with the requirements of state and federal law.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption or rescission of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE III
ASSOCIATION RESPONSIBILITIES AND RIGHTS

A. ASSOCIATION RESPONSIBILITIES

1. The Association shall submit to the District office within thirty (30) days after adoption of this Master Agreement by the parties the following information:

   a. Name, mailing address, and telephone number of the Association.

   b. Name and mailing address of each area, state, or national organization with which the Association is affiliated.

c. Names, mailing addresses, and telephone numbers of the officers and representatives authorized to represent the Association.

d. Copies of the constitution and by-laws governing the Association.

e. A verified statement from an Association officer of the number of unit members who are members in good standing of the Association.

2. At least once each school year, or more frequently if the District shall so request in writing, the Association shall review the information on file with the District pursuant to this Article. It shall notify the District of any changes, additions, deletions or alterations which may be necessary to ensure that such information is current and correct.

3. All written correspondence or written inquiries from the Association to the District shall be directed to the District Superintendent or to the appropriate district administrative designee. All such correspondence or inquiries from the District to the Association shall be directed to the Association's President.

B. ASSOCIATION RIGHTS

1. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards or other approved spaces designated by the school principal for Association use. A bulletin board, a portion of a bulletin board, or other appropriate space shall be designated exclusively for Association use at each school. In addition, at each school, a bulletin board, a portion of a bulletin board, or other space shall be provided in each department for the Association's exclusive use. The Association shall identify its documents and be responsible for their contents. No member of the Association shall request any member of the Administration or classified staff to assume any responsibilities for the preparation, posting, or distribution of material for the Association.

2. The Association shall have the right to use the District mail service, including email service, and unit member mailboxes for communications. A copy of generally disseminated material will be made available to the site administrator at the time of distribution except for material relating to negotiations or the internal operations of the Association.

3. The Association shall have the right to use school facilities, equipment and technology during all reasonable hours for meetings and other Association activities.

4. The Association may use District-owned document reproduction, communication, data processing, and word processing equipment for Association purposes. It is understood that the Association shall reimburse the District for the cost of supplies used, including copying, and shall pay for any damage to the District's equipment caused by such use.

5. Provided it does not interfere with a representative’s job responsibilities as an employee of the District, authorized representatives of the Association shall be

permitted to transact official Association business on school property at all reasonable times. It is understood that representatives of the Association shall not interfere with or interrupt unit members during a normal school day and at times when unit members are performing their duties.

6. No later than November 1, the District shall, upon request, furnish the Association at no charge, a scattergram of personnel on the salary schedule as of October 15.

7. The District shall provide the Association with a copy of the Tracy Unified School District Directory when it is printed. The Directory shall contain the names of the Association officers and negotiating team members, the Association office address and telephone number(s). The above information shall be updated without cost to the Association, provided such information is received by the District sufficiently in advance of the publication.

8. If requested, the District shall supply the Association with a list of the names and addresses of all unit members.

9. The District shall post the public school board agenda, minutes and attachments at the time of distribution to the governing board on the Friday prior to the board meeting. It will be posted online on the District website and staff portal. A hard copy of the public school board agenda, minutes and attachments may be requested by the TEA president and will be furnished by the District. The District, upon request by the Association, shall furnish to the Association within ten (10) working days, all available public information concerning the financial resources and professional staffing of the District.

10. Upon appropriate written authorization from the unit member, the District shall request the Office of the County Superintendent of Schools to deduct from the salary of such unit member and make appropriate remittance for annuities, credit union deposits or payments, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

11. When a successor Master Agreement has been negotiated, the District shall provide a copy to all unit members within a reasonable number of days after ratification by both parties. Ratified revisions to any re-openers of a successor Master Agreement shall be provided to all Unit Members within a reasonable number of days after ratification by both parties. TEA negotiators and TEA executive board members will be provided a complete revised copy of the Master Agreement after every ratified revision.

    Unit members hired after initial dissemination of the contract will be provided a copy of the current contract with their orientation materials.

12. Upon the written request of the Association President, the District shall provide the Association with a District telephone line and number which shall be for the sole use of the Association President and/or designee. The Association shall bear the cost of installation and all monthly charges to the extent that it is an immediate cost to the District. If the District line costs are spread over more than one year, the same extension of time will be given to the Association.

13. The district shall notify the Association of newly hired certificated staff prior to their start date.

14. The district shall provide the Association with the dates on which the initial TTIP shall occur at the beginning of the school year and shall arrange for the Association to facilitate one hour of association orientation adjacent to the lunch time on one of the specified dates. In addition, if the district offers additional TTIP orientation meetings for newly hired certificated staff the Association shall be notified in advance of the dates, once established, on which those meetings shall occur, and shall arrange for the Association to facilitate a meeting for the purpose of orientation.

ARTICLE IV
CONCERTED ACTIVITIES

A. It is agreed and understood that except as specified in the third paragraph of this article, there will be no strike, work stoppage, slow-down, picketing, organized sickouts, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Association members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District including but not limited to, real or potential harm and safety to students and staff by unit members who are represented by the Association, the Association agrees its officers and agents shall, in good faith, take all clear and demonstrable necessary steps to cause those unit members to cease such action.

1) It is understood that this Agreement shall not abridge the right of members of the bargaining Association and its officers or agents from engaging in informational picketing, exclusive of a strike or other work stoppage.

ARTICLE V
NON-DISCRIMINATION

A. The District and the Association shall not unlawfully discriminate or tolerate the harassment of unit members on the basis of their actual or perceived sex, race, color, religious creed, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, military service or lack thereof, political affiliation, domicile, or sexual orientation.

B. The District and Association shall not discriminate against unit members in the discharge of their rights as a member of an employee organization and participation or non-participation in lawful activities of an employee organization.

C. Application forms and oral interview procedures shall not refer to membership in or references to employee organizations.

ARTICLE VI
HOURS

A. ANNUAL CALENDAR

1. The number of working days for the term of this Agreement shall be one hundred eighty-four (184), of which one hundred eighty (180) will be instructional and 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-six (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	4	yes	contract year
TTIP* Staff Devel	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	190		

   *TTIP – Tracy Teacher Induction Program

3. Contingent upon receiving funding from the state, an additional 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 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 2025-26 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 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 (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 4:15 p.m. The normal workday 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 workday schedule that will not exceed the seven (7) hour thirty (30) minutes workday, 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 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. 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 first and third working 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
      i. Regular staff meetings or make-up meetings
      ii. Back-to-School Night
      iii. Open House at applicable grade levels
      iv. Parent/Teacher conferences, in accordance with Article VII,
      v. IEPs and SSTs, in accordance with Article VII, H, 2(b)
      vi. 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.

4. TUSD will make a good faith effort to provide a scheduled 60-minute lunch for unit members attending all day Professional Meetings or Professional Development on a TUSD instructional day, providing a break room when a 60-minute lunch is not possible.

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 7^{th} – 12^{th} 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, Charter and Adult School, and other specialized programs which support 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 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

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

1. Participation at 8th grade promotion during the normal contract day may be mandatory for unit members assigned promotion duties and shall be considered part of the normal contract day for compensation purposes. As determined by the site administrator, participation at 8th grade promotion outside of the normal contract day may be

   a. voluntary, and unit members will not be compensated

b. scheduled as one of the three school-wide education activities which occur outside the normal contract day, and unit members will not be compensated

c. mandated, but if not one of the three school-wide education activities which occur outside the normal contract day, unit members will be compensated according to Appendix D, Hourly Salary Schedule

E. PROFESSIONAL DUTIES

1. In addition to assigned classroom teaching (or support service) duties, unit members shall continue to perform other reasonable professional duties, many of which may occur outside the normal on-site duty obligation. Such duties include but are not limited to: conferring and counseling with pupils, parents, staff, and administrators. K-8 unit members shall not be required to perform more than three (3) school-wide educational activities which occur outside of the regular contract day and high school unit members shall not be required to perform more than two (2) school-wide educational activities outside of the regular contract day. Such school-wide activities shall be identified by each school site at the beginning of each school year and shall conclude no later than 8:00 p.m. School sites may continue to hold program meetings after 8:00 p.m. if mutually agreed upon by the unit member(s) and site administration.

2. An annual flexible 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.

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

4. When a unit member leaves campus or returns to campus during their lunch, or when a unit member leaves campus or returns to campus during their prep period for school business, if that time falls during a period when students are present on campus during school hours, the unit member shall make a good faith effort to use an acceptable form of notification to notify their site administration or designee.

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

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

Sites may develop additional acceptable forms of notification.

F. SUPERVISION

1. The unit members of this District agree to continue to assist the administration in supervising students outside of the classroom as long as the administration shall

support the unit members in performing such duties. The unit members and administrators of this District recognize that an efficient and successful school system requires supervision and discipline of students when students are outside the classroom. The District recognizes that the unit members of this District are professional educators, whose primary responsibility is the education and supervision of their students in and outside the classroom. Supervision and discipline are the responsibility of unit members and administrators. Supervision duties associated with night football, night basketball, and night dances shall be paid voluntary assignments.

2. Unit members at the middle schools shall not be required to perform supervision during the nutrition break, except in cases of emergency. Unit members teaching transitional kindergarten through 8th grade shall not be required to perform more than one (1) scheduled supervision duty per day unless mutually agreed upon between the unit member and their site administrator or designee, except in cases of emergency.

3. Unit members who travel during nutrition break shall be excluded from duties during nutrition break.

4. The District shall make a good faith effort to provide unit members with proper communication and safety equipment prior to performing supervision duties outside the classroom and while supervising students during in-house suspension.

G. SATURDAY SCHOOL

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

2. Assignment to Saturday School shall be voluntary and implemented on a rotational basis. For each Saturday School session, priority assignment will be given to unit members assigned to the site or sites at which the student attendees are enrolled. The rotation of these unit members will be assigned by the site principal or designee. If none of the volunteers from the participating schools are available on any given Saturday, assignments may be offered to interested unit members from other sites.

3. At each site where Saturday School is held, a minimum of two (2) certificated employees will be assigned, at least one of which must be a unit member.

4. Unit members assigned to Saturday School shall be compensated at the unit member's hourly per diem rate of pay. (Appendix 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 with hourly compensation as noted in Appendix D for any time beyond one hour past the contract day 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 and facilitate 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 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.

1. If an assessment requires administration in a language other than English, the District will solicit volunteers for the required language(s) from all unit members.

2. If there are not sufficient volunteers, the administrator may assign appropriately credentialed unit members who have confirmed having the appropriate language skills to the required training and assessment process during contract hours

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.

ARTICLE VIII
CONDITIONS

A. FACILITIES

1. The District will make a good faith effort to provide a safe, clean, professional environment for all unit members.

2. The District will establish and communicate a procedure for reporting and responding to environmental health issues. The site contact will accept the request and report it to the District. The District will prioritize work order requests and attempt to resolve the issue within a reasonable amount of time.

B. MATERIALS

1. The District will make a good faith effort to provide adequate teaching materials, supplies, textbooks and operable technology, equipment, and facilities.

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, workstations, 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.

E. SCHOOL ASSIGNMENT OPTION FOR UNIT MEMBERS' CHILDREN

1. Unit members may have their children attend classes at their site of employment provided placement of their children does not displace a student currently enrolled in that school. Unit members must submit their request to Student Services. The District will make a reasonable effort to place a unit member's child(ren) at the school of the unit member's request. Please also see additional language in Article XXXIV B.3., MTYRE.

ARTICLE IX
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation that the District has violated this Agreement. To the extent that the Association, as distinguished from those it represents, has rights pursuant to this contract, the Association may file and pursue a grievance in the same manner as though it were a grieving unit member.

2. An "immediate supervisor" is the lowest level supervisor or site administrator who has been designated by the District to adjust grievances and who has direct responsibility for the grievant.

3. For the purpose of this procedure, a "day" is any day of the 183 workdays that association members, under the Master Agreement, are required to provide to the District as identified in the yearly adoption of the annual calendar.

B. PROCEDURE

The grievant shall be entitled, if he/she also requests, to be represented by the Association at all steps of the grievance procedure.

1. Step 1
If a grievant believes that there is a basis for a grievance, he/she shall first discuss the possible grievance with his/her immediate supervisor. A reasonable effort to resolve the matter informally is incumbent on both the unit member and the supervisor.

2. Step 2
If a grievance is not resolved under the Step 1 procedure, the grievant shall submit a written statement of the grievance to the immediate supervisor with a copy sent to the Superintendent. Such statement shall be on a mutually agreed-to form and shall contain: the name of grievant; a listing of the provision(s) of the Agreement alleged to have been violated; a statement describing the precise conduct of the District that is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance); and a listing of the specific actions requested to remedy the grievance. This written statement

of the grievance shall be filed within thirty (30) days after the occurrence of the event giving rise to the grievance or within thirty (30) days after the grievant through reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. The grievant and his/her supervisor shall meet within ten (10) days after the supervisor receives the grievance. The purpose of the meeting is to clarify the interests of the parties and explore options in order to resolve the grievance. If the grievance is resolved, the parties shall sign a statement of resolution. Should there be no resolution, the supervisor shall present a written answer to the grievant and his/her representative within ten (10) days of the meeting. The District shall provide the Association with copies of all formal grievances filed.

3. Step 3

If the grievance is not settled in Step 2, the grievant may appeal it to the Assistant Superintendent for Human Resources. Such appeal shall be in writing and shall be submitted within ten (10) days after the grievant receives the Step 2 answer. This appeal shall include a copy of the original grievance, the Step 2 answer, and a detailed statement of the reasons for the appeal. The grievant and the Assistant Superintendent for Human Resources shall meet within ten (10) days after the Assistant Superintendent receives the grievance in order to clarify the interests of the parties and explore options to resolve the grievance. If the grievance is resolved, the parties shall sign a statement of resolution. Should there be no resolution, the Assistant Superintendent shall present a written answer to the grievant and his/her representative within ten (10) days of the meeting.

4. Step 4

If the grievance is not settled in Step 3, the grievant may appeal it to the Superintendent. Such appeal shall be submitted within ten (10) days after the grievant receives the Step 3 answer. This appeal shall include a copy of the original grievance, the Step 2 and Step 3 answers, and a detailed statement of the reasons for the appeal. The grievant and the Superintendent shall meet within ten (10) days after the Superintendent receives the grievance in order to clarify the interests of the parties and explore options in order to resolve the grievance. If the grievance is resolved, the parties shall sign a statement of resolution. Should there be no resolution, the Superintendent shall present a written answer to the grievant and his/her representative within ten (10) days of the meeting.

5. Step 5

a. If the grievance is not resolved in Step 4, the Association may within ten (10) days notify the District of the Association's decision to submit to arbitration. Within seven (7) days thereafter, the District and the Association shall attempt to reach agreement on an arbitrator. If such agreement is not reached, the State Conciliation Service shall be requested to supply a list of seven (7) names. The arbitrator shall then be selected by the alternate striking method. Either party shall have the right to reject any list in its entirety and request a new list.

b. The hearing to consider the grievance shall be conducted by the arbitrator and shall occur at a time and place which is mutually acceptable to the parties and the arbitrator.

c. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether there has been a violation of this Agreement in the respect alleged in the grievance.

d. If the arbitrator rules in favor of the grievant, the District shall be responsible to pay all costs associated with the arbitration. If the arbitrator rules in favor of the District, the grievant shall be responsible for all associated costs of the arbitration.

e. Either party may request a certified court reporter to record the arbitration hearing. The cost of the services and expenses of such reporter shall be shared equally by the parties. Each party shall pay for its own copy of the reporter's transcript if it wants such a copy.

C. GENERAL

1. A grievant may choose to present and resolve his/her grievance without the intervention of the Association. However, if the grievant decides not to have the Association represent him/her, his/her grievance shall not be considered settled without the Association having been given a copy of the grievance, a copy of the proposed resolution, and an opportunity to file a response.

2. Inasmuch as dissatisfactions and disagreements arise among persons in any work situation, the filing of a grievance by a unit member shall not be construed as reflecting unfavorably upon a unit member's good standing, performance, loyalty, or desirability to the District. Furthermore, neither the District nor the Association shall take any reprisals against each other, or any unit member, administrator, or other person based upon his/her participation or non-participation in the grievance procedure.

3. A grievance must be filed within the time limits set forth herein or else the right to file it shall be considered waived. A grievance must be appealed within the time limits set forth, or the grievance shall be considered settled on the basis of the last answer given. Such settlement shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.

4. Time limits provided for at each level shall begin on the day following receipt of the written grievance, written grievance appeal or written decision. The time limits may be extended or shortened by mutual agreement.

5. The time limit for the processing of grievances shall be held in abeyance during such time as any necessary party is incapacitated as a result of illness or injury or absent from the District on paid status. At the request of the grievant, the time limits for the processing of grievances shall also be held in abeyance up to thirty

(30) days when the grievant is on unpaid status, except where the grievant is on unpaid status due to being suspended without pay. This provision shall not apply to the time limits for the filing of grievances.

6. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action being grieved, nor justify the grievant's refusal to perform assigned duties.

7. Records involved in a grievance shall be kept in a file separate from the grievant's official personnel file, except for material which otherwise would be appropriate for his/her personnel file.

8. Grievance meetings including hearings will be scheduled at mutually convenient times and places. Every effort will be made to schedule grievance meetings so as not to conflict with the regular workday of the participants. If any grievance meeting or hearing is scheduled during the regular workday, the grievant and any unit member required by either party to participate as a witness or representative shall be released without loss of pay for such time as his/her attendance is required at the meeting.

9. The grievant's failure to attend scheduled grievance meetings shall be deemed a waiver by the grievant of the right to pursue the grievance.

10. A grievant may voluntarily terminate a grievance at any time by giving written notice thereof to the District Superintendent.

11. Each party shall bear the cost of his/her/its own representatives or witnesses involved in any grievance meeting or hearing.

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.

ARTICLE XI
PROGRESSIVE DISCIPLINE

A. GENERAL

1. The District shall have the right to impose disciplinary action, both orally or written, and suspension, for just cause.

2. This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members. Nor shall anything in Article XVII - "Evaluation Procedures," limit the District's right to discipline unit members pursuant to this article.

3. The unit member may request the presence of an Association representative at any meeting scheduled by an administrator where discipline (or the reasonable possibility of discipline) is the reason for meeting.

4. Administrators shall notify unit members in advance of any meeting scheduled for the purpose of taking disciplinary action toward the unit members.

5. Each step of progressive discipline must be preceded by the previous step within a forty-eight month period, except when the Superintendent or designee determines that the misconduct justifies the skipping of steps of progressive discipline.

B. STEPS OF PROGRESSIVE DISCIPLINE

1. The steps of progressive discipline shall be followed by the district except when the Superintendent and/or designee determine that the misconduct justifies the skipping of steps of progressive discipline.

The administrator shall meet with the unit member within 30 shared working days (working days for both the administrator and unit member) of when the administrator became aware of incident(s) or event(s) that might result in disciplinary action.

STEP 1: Oral Counseling
The Oral Counseling session shall be a scheduled meeting between the administrator and the unit member.

STEP 2: Letter of Concern
A Letter of Concern shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a written reprimand. The unit member shall have the right to attach his/her statement of rebuttal to any Letter of Concern. Such statements of rebuttal shall remain with the Letter of Concern if attached to a letter of reprimand. A Letter of Concern shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

STEP 3: Letter of Warning
A Letter of Warning shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a written reprimand. The unit member shall have the right to attach his/her statement of rebuttal to any Letter of Warning. Such statements of rebuttal shall remain with the Letter of Warning if attached to a letter of reprimand. A Letter of Warning shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

STEP 4: Letter of Reprimand

The unit member shall sign the written reprimand, only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a standard statement from the District informing unit members of the following:

a. The written reprimand shall be placed in the unit member's personnel file.

b. The unit member has the right to submit a written rebuttal to the written reprimand at any time, and that such rebuttal shall be permanently attached to the written reprimand.

C. PROCEDURE FOR IMPOSING SUSPENSION WITHOUT PAY

1. Prior to suspension, the District shall give written notice to the unit member. This written notice of suspension shall be deemed sufficient if personally delivered or sent to the unit member by certified mail, return receipt requested, at least five (5) working days prior to the date when the suspension is proposed to be affected.

2. The contents of the written notice shall include, but need not be limited to, the following:

a. A statement of the specific act and omissions upon which the suspension is based;

b. A statement of the cause, or causes, for the action taken;

c. If it is claimed that the unit member has violated a rule or regulation of the District, a statement of the rule or regulation;

d. A statement of the suspension proposed, including beginning and ending date(s);

e. A statement that the unit member has the right to participate in a pre-suspension conference and a proposed date, time, and place for such pre-suspension conference;

f. A statement that, as the alternative to (e), the unit member may file a grievance with the Assistant Superintendent for Human Resources at level III. The filing of such a grievance shall serve as a bar against the immediate imposition of the suspension;

g. A statement that if the unit member does not respond pursuant to (e) or (f) above, the District will impose the suspension as noticed;

h. The pre-suspension conference, unless waived, shall take place not less than five (5) working days nor more than ten (10) working days from the date of the notice.

3. The pre-suspension conference shall be informal. The unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension.

4. The Assistant Superintendent for Human Resources shall inform the unit member of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension conference.

5. Any grievance submitted by the unit member, must be within ten (10) working days from receipt of the Assistant Superintendent's decision.

6. The maximum length of any one such suspension shall be ten (10) working days, provided, however, that this shall not limit the District's right to impose a suspension without pay of less than ten (10) working days. There shall be no limitation of the number of times that the District may suspend a unit member without pay for just cause except that no unit member shall be suspended without pay for just cause more than once for the identical specific incident.

7. The District shall not apply this article in an arbitrary and capricious manner and the length of any suspension imposed by the District shall be appropriate for the conduct which led to the imposition of the suspension.

8. Suspension pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.

D. RIGHT TO CHALLENGE

1. The unit member shall have the right to be accompanied by a representative at any meeting scheduled by an administrator where discipline is the reason for the meeting.

2. Oral Counseling, Letter of Concern, and Letters of Warning are not grievable under the provisions of this agreement.

3. Letters of Reprimand shall be grievable commencing at step one (1).

4. Disputes arising out of the application of the Article shall apply only to suspensions and shall be submitted directly to step three (3) of the grievance procedure.

E. IMMEDIATE EFFECT

1. Notwithstanding other provisions of the Article, a unit member against whom disciplinary action is to be taken may be immediately suspended without pay upon verbal notification pending a hearing, when his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other unit members of the District.

2. This verbal notification shall be followed by service upon the unit member of the written notice as set forth in C.1-2 above. Failure to provide the required written notice within five (5) working days from the date of the verbal notification shall nullify the disciplinary action.

3. In lieu of suspension without pay the District may place the unit member on paid administrative leave.

F. NON-EXCLUSIVITY

Nothing in this Article shall limit the District's right to institute dismissal, non-reelection and/or immediate suspension and mandatory leave of absence proceedings as set forth in California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

ARTICLE XII
CLASS SIZE/TEACHER AIDE TIME

A. The District and the Association recognize that an effective educational system is one which meets the individual needs of its students. The District agrees to continue to attempt to provide the most efficient educational system by maintaining class sizes which are appropriate to a sound learning environment.

B. For the term of this Agreement, 4th, 5th, 6th, 7th, or 8th grade physical education instructors shall be allowed one period of teacher aide time per day for every three (3) students by which the unit member's average class size exceeds thirty (30) students determined as of the twenty-fifth (25th) student contact day of each year, up to the maximum number of periods the unit member teaches each day.

C. The District will not exceed a maximum class size of thirty-two (32) students for K-8 academic classes, thirty five (35) students in 9-12 academic classes, sixty four (64) students for grades 4-5 P.E./Music, forty six (46) students for 6-8 grade P.E. classes, forty five (45) students for 9-12 grade P.E. classes and 64 students in PE classes at K-8 schools.

D. The maximum class size for Band, Choir and Orchestra shall be determined by the principal after reviewing the classroom space capacity with the unit member. However, the student class size limits for these classes/programs shall not exceed the number specified in the Uniform Building Code, Section 3302.1 which is currently established at twenty (20) square feet per student. In classes that are workstation/laboratory station limited, the class size shall not exceed the maximum number of stations available for student use. This Article includes Support Room and Study Hall.

Student teacher aides shall not be counted in the class size number and Focus period will not be counted as a class.

E. The District will not exceed a maximum class size of thirty-five (35) students per period in an In-House Suspension classroom. No overages will be allowed for an In-House Suspension class period.

F. All TUSD SDC classes shall have a maximum enrollment of eighteen (18) students, with the exception of high school and adult education moderate/severe which will have a maximum enrollment of sixteen (16) students.

G. COMPENSATION FOR EXCEEDING CLASS SIZE LIMITS

The District maintains the right to exceed class size limits. When the District exceeds class size limits, the following shall apply:

1. Class size is defined as the number of students listed on the class roster and physically present at least once.

2. At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments to comply with class size limits as defined in C & E.1. Beginning with the fourteenth day, class size compensation payments shall be calculated retroactive to the first day of the overage.

3. At the beginning of the second semester, the District will have ten (10) instructional days to make adjustments to comply with class size limits as defined in C and E.1. Beginning on the eleventh day, class size compensation payments shall be calculated retroactive to the first day of the overage.

4. At any other times of the year, the District will have eight (8) instructional days to make adjustments to comply with class size limits as defined in C and E.1. Beginning on the ninth (9^{th}) day, class size compensation payments shall be calculated retroactive to the first day of the overage.

5. Unit members shall be compensated by the District at the rate of 2.5% of their per diem salary per student, per day for each student in their class that exceeds the maximum class size. Unit members shall be paid monthly on a regularly scheduled District payroll which normally falls on the tenth of each month.

6. Any unit member eligible for compensation for exceeding class size limits and who is on leave exceeding ten (10) consecutive days shall only be entitled to overage compensation for the first ten (10) days of the period of leave. Compensation for eligible class size overages will be reinstated on the first day of the unit member's return from leave.

7. The $4^{th}/5^{th}$ full-time P.E. and music prep unit members shall receive a stipend of .1% (1/10%) of their salary per each four (4) week ADA cycle, excluding the 1^{st} four (4) week cycle when their average session exceeds 46 students by each additional two (2) students. The $4^{th}/5^{th}$ full-time P.E. and Music prep units members shall receive said compensation as a one-time payment after ADA registers are submitted to the District at the conclusion of the school year.

H. VOLUNTEERING TO EXCEED CLASS SIZE LIMITS

The unit member may request enrollment of students to exceed class size limits. If so, no class size compensation will be provided. Unit members volunteering to exceed class size limits may do so by completing the Agreement to Exceed Class Size Form. This form must be approved by the principal. If implemented, the agreement remains in effect until the end of the school year. The District shall not coerce or pressure unit members to volunteer to accept class size overages.

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)

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. Master's Degree
   c. Alternative Education Unit members
   d. ESL Unit members
   e. Designated ELD classroom unit members
   f. Resource unit members
   g. Reading Specialists
   h. Unit members possessing a bilingual competency certificate or the equivalent and teaching in a District identified Bilingual classroom
   i. Technology Support Advisors
   j. Support Room teachers (shall teach at least 60% in that assignment to receive a prorated share of the stipend)
   k. Unit members teaching a combo class at grades 4 and 5, excluding SDC, RSP and other Special Education classes or other specialized programs
   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.

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.

ARTICLE XIV
FRINGE BENEFITS

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

B. OPT OUT OPTION

1. TEA and the District agree that the cap percentage established by the plan administrator shall be maintained.

2. TEA and the District acknowledge that more than the established cap percentage of the bargaining unit may wish to take advantage of the opt-out option; as such, the parties agree to the following:

   a. TEA members must adhere to the plan administrator's guidelines including annual submission of required documentation.
   b. Once the above items have been furnished, all members who have submitted their documents will be entered into a lottery to determine which unit members shall be granted opt-out privileges.

      i. If the cap percentage is not met, all qualified unit members requesting the opt-out benefit will be granted the benefit.
      ii. If more than the cap percentage wish to pursue this option a lottery will then be in effect to determine which unit members will be eligible to utilize the opt-out option. Only applications for those unit members selected in the top cap percentage of applicants shall be submitted to the plan administrator.
      iii. Any applicant whose qualifications are not met according to the plan administrator will be replaced by applicants who are not in the cap percentage, as described in 3c below.

3. TEA and the District agree the lottery shall be conducted as follows:

   a. Names will be drawn randomly and assigned a number based upon the order in which they were drawn.
   b. The numbers representing the cap percentage of TEA membership shall be granted the opt-out benefit.
   c. Those numbers representing all unit members above the cap percentage shall be placed on the waiting list, in number order, should any of the unit members in the cap percentage be determined by the plan administrator to not qualify for the benefit. Names will then be moved forward based on place on the waiting list.
   d. Names drawn during the lottery will be drawn in the presence of a TEA and a District representative.

4. TEA and the District agree that the above lottery and associated opt-out benefit shall only be offered during the open enrollment period.

5. TEA and the District agree that new employees hired after the open enrollment, cannot elect to enroll in the opt-out option if the opt-out cap percentage has been met. If the cap percentage has not been met, then the new employee can elect the opt-out option.

6. If the cap percentage has not been met by the established deadline, current unit members may continue to submit the appropriate documentation to be considered for opt out approval by the plan administrator on a first come first serve basis.
7. All Qualifying documents must be submitted to Human Resources by 5:00pm on the established deadline.

8. TUSD and TEA will jointly determine the date upon which to conduct a lottery if needed.

C. EARLY RETIREMENT BENEFITS

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

1. To be eligible for this program, the unit member must:

   a. Have completed ten (10) consecutive years of full-time service in the district or the equivalent of (10) or more years of consecutive service in the District immediately prior to retirement

   b. Have reached the age of fifty-five (55), but not reached their sixty-fifth (65^{th}) birthday on the effective date of retirement as requested by the unit member.

2. For the purpose of this plan only, any leave provided for in the Master Contract or District approved leave shall not be considered a break in full-time service.

3. The unit member will be eligible for the District paid health benefits during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first.

4. Unit members who retire after June 30, 2008, shall be eligible to receive the same coverage as is provided to active unit members. The District shall contribute the same amount to the insurance provider as it contributes for active unit members. Such retirees shall make arrangements for payment to the insurance provider for any additional cost beyond the District benefit CAP for active unit members.

5. The District agrees to allow retired unit members and their spouses to pay the full cost of health premiums if permitted by the District's Insurance Carrier until the employees' death so long as the District doesn't incur any additional expenses.

D. SURVIVOR BENEFITS UNDER DISTRICT EARLY RETIREMENT PROGRAM

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

E. UNIT MEMBER PAID RETIREMENT BENEFITS

Unit members participating in the early retirement program or unit members retiring at age 65, but not later than age 69 may, for one year, continue health benefit coverage not specifically prohibited by the carrier in accordance with District policy relating to active

unit members. Premium cost will be borne by the unit member with payment made to the payroll Department each month in advance.

F. PSYCHOLOGICAL SERVICES

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

ARTICLE XV
NON-TRADITIONAL UNITS OF CREDIT

A. DEFINITION

Non-traditional units of credit are defined as units received for lower division coursework, attendance at seminars or workshops, and planned travel experiences.

B. Upon receiving prior written approval from the Assistant Superintendent for Human Resources, bargaining unit members may receive unit credit for salary schedule placement for the following:

1. Lower division units from a recognized college or university (summer, on campus, correspondence, or extension).

2. Workshops or seminars conducted by a recognized college, university, county schools office, school district, or professional association offered on campus, through extension or during a summer session.

3. One (1) equivalent unit may be granted for each two-week period of full-time vocational employment of a vocational education unit member during the summer months providing such work has an immediate and direct relationship to the vocational education unit member's professional assignment. For purposes of this policy, vocational education unit members are defined as those persons teaching a minimum of two periods per day in the field of vocational education. No more than three (3) units equivalent credit may be granted for an entire summer's full-time vocational employment. Such equivalent units may not be given for repetition of the same or similar work experience during any one five-year period.

4. Planned "Travel Experience" under the following conditions:

   a. Persons desiring credit for travel on the professional improvement program should submit a plan of travel prior to May 1 of the summer in which the travel is to occur, showing the route, type of transportation and principal stopping places. The plan of travel shall include a statement summarizing the studies or activities to be connected with the travel and a general statement of how the tour will, in the opinion of the applicant, result in professional growth.

b. The applicant will file with the Assistant Superintendent for Human Resources not later than September 1, a report on the travel showing that it was carried out as planned or with changes noted.

c. The Assistant Superintendent for Human Resources shall evaluate the original request and indicate the units of professional growth estimated to be given for the trip; and following the evaluation of the report submitted prior to September 1, shall indicate to the applicant the number of units of credit recommended for the travel.

d. Not more than five (5) units of credit for travel may be granted in any five (5) year period. Normally not more than three (3) units may be granted for anyone (1) summer for travel.

e. Credit will not normally be given for travel involving a lesser period than two weeks. A second tour within the same region will not be approved except under exceptional circumstances.

5. When evaluating the request for units, the Assistant Superintendent for Human Resources shall apply the following guidelines:

a. All professional growth units must be approved prior to the unit member starting the course work.

b. All units must be worthy of professional growth and be directly related to the unit member's current assignment.

c. In order for units to be earned for participation in an approved workshop, the workshop must consist of at least ten (10) clock hours. Unit members will earn one semester unit for every 15 clock hours.

d. A unit is defined as a semester unit.

e. A maximum of five (5) non-traditional units shall be used in any fifteen (15) unit block.

f. Formal evidence of the completion of professional growth units shall be submitted to the District by September 1st. Any units completed after September 1st will not apply to a change in salary classification until the pay period beginning the following September 1st.

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, the unit member is entitled to two (2) days of substitute pay or 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.

ARTICLE XVII
EVALUATION

A. PURPOSE

The purpose of evaluation is the improvement of instruction and a better educational program through professional growth of staff. The identification of unit member strengths and weaknesses is the basis for assistance towards growth and the correction of any deficiencies. The observations and appraisals also provide a sound basis for administrative decisions on continued employment.

Nothing in Article XVII, Evaluation, waives the rights of the District or unit member under Education Code, Section 44664.

B. JURISDICTION

1. The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements.

2. Accordingly, no grievance shall contest the judgment of the evaluator or content of the evaluation. Grievances relating to evaluation shall be limited to claims that the following evaluation procedures have been violated.

3. It shall be the evaluatee's responsibility to comply and cooperate with the evaluation procedure as implemented by the evaluator.

C. TERMS AND PROCEDURES:

The Standard Formal Evaluation Process consists of an Evaluation Notification Conference and Pre-Evaluation Conference, at least two Formal Evaluations, as many Informal Evaluations as deemed necessary by the evaluator, and a Final Evaluation.

a. Evaluation Notification Conference: shall occur by September 15th for all unit members whose first day of service is no later than the first instructional day. For those unit members hired after the first instructional day, the notification conference shall be held within a reasonable period of time from date of hire.

i. The unit member shall be furnished a copy of the evaluation procedures, evaluation standards, evaluation rubric, rating process of the evaluations and notified of the identified evaluator. In addition, the unit member shall receive links to the District applicable benchmarks and have access to applicable state frameworks as needed.

ii. Notification of the District's two chosen California Standards for the Teaching Profession (CSTP's) as District-wide standards of focus to be rated will be identified during the conference. The unit member will be responsible for choosing one additional California Standards for the Teaching Profession (CSTP's) focus to be rated.

iii. Probationary (non-tenured) employees shall be evaluated on all California Standards for the Teaching Profession (CSTP's).

b. Pre-Evaluation Conference: The unit member being evaluated, and the evaluator shall meet to discuss:

i. The District will choose two California Standards for the Teaching Profession (CSTP's) as District-wide standards of focus to be rated. The unit member will choose one additional California Standards for the Teaching Profession (CSTP's) focus to be rated. As noted in a. iii. above, probationary (non-tenured) teachers will be evaluated on all California Standards for the Teaching Profession (CSTP's). For those unit members on year three of the 5-year evaluation cycle the standard which addresses lesson planning, currently Standard IV of the evaluation rubric, may not be chosen as the additional standard for evaluation as lesson planning is evaluated through pre-conference which does not take place with an informal evaluation.

ii. For Special Education unit members, IEP performance will be evaluated using the CSTP rubric found in Appendix G.

iii. Objectives to be achieved during the evaluation period.

iv. Techniques for assessing whether those objectives and standards of performance have been achieved which techniques may include, but are not necessarily limited to, formal evaluations and informal observations, anecdotal records, conferences and the completion of reports by the evaluatee relating to objectives and standards of performance;

v. A tentative schedule of evaluations, conferences, and a final evaluation date.

vi. The unit member is responsible to identify, develop and write acceptable performance objectives which shall be discussed during the conference with the evaluator. Approval of written objectives does not

prohibit the administrator from conducting evaluations, observations, or final evaluation assessments on the selected standards for the given year.

c. A Formal Evaluation consists of an Observation of classroom instruction with subsequent reduction to writing and post-conference. The first formal evaluation will occur no later than December 1 for unit members whose first day of service is no later than the first instructional day. A Formal Evaluation includes a meeting prior to the observation. The scheduled Observation shall be made known to the unit member at least two (2) working days prior to the occurrence. The Observation shall be followed by a conference within seven (7) working days and reduced to writing on the present evaluation form currently being used as shown in Appendix G within seven (7) working days.

d. An Informal-Evaluation is an observation of classroom instruction which does not require advanced notification to the unit member. When referenced as part of the Formal Evaluation Process, the Observation shall be followed by a conference within seven (7) working days and reduced in writing on the evaluation form in Appendix G-1 within seven (7) working days. The number of informal evaluations shall be determined as needed by the District.

e. A Final Evaluation is the culminating document (Appendix G-2) of the Formal Evaluation Process and is based upon documents generated from at least two Formal Evaluations (one Formal Evaluation for the 5-year Formal Evaluation Cycle) and as many Informal Evaluations as deemed necessary by the District.

2. FREQUENCY

Probationary (non-tenured) and temporary unit members shall be evaluated each school year through the standard Formal Evaluation Process.

Permanent unit members not on a 5-year Formal Evaluation Cycle shall be evaluated at least every other school year through the standard Formal Evaluation Process.

Permanent unit members who are on a 5-year Formal Evaluation Cycle shall be evaluated at least every five (5) years according to the Five (5) Year Formal Evaluation Cycle.

If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year following his/her return to duty.

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

If a permanent unit member receives a negative evaluation, the unit member will be evaluated annually until a rating above Unsatisfactory is achieved, or he/she is separated from the District.

a. Initial Qualifications for Being Placed on a Five (5) Year Formal Evaluation Cycle:

A 5-year Formal Evaluation Cycle shall be established for permanent unit members who apply and meet the following criteria:

i. He/She is a permanent unit member and has been employed as a certificated employee at least 10 years in the Tracy Unified School District

ii. He/she is highly qualified as defined in 20 USC Section 7801

iii. He/she has received all satisfactory (Developing/Meets Expectations/Exceeds Expectations) ratings on his/her two (2) most recent final evaluations, the most recent of which must have been conducted during the year prior to the commencement of the 5-year Formal Evaluation Cycle.

iv. He/She has received no more than one (1) letter of discipline (either a Letter of Concern or a Letter of Warning) and no Letters of Reprimand or Letters of Suspension Without Pay within the last 24-month period preceding the beginning of the 5-year evaluation cycle.

v. Application for the 5-Year Evaluation Cycle must be submitted to Human Resources by the end of the contract day on the last day of school of the year prior to commencing the 5-Year Cycle.

b. Qualifications for Remaining on a 5-Year Formal Evaluation Cycle

i. For those unit members currently on the 5-year Formal Evaluation Cycle, during the 3rd year of the 5-year Formal Evaluation Cycle, the site administrator will conduct at least one Informal Observation. The Observation shall be followed by a conference within seven (7) working days and reduced to writing on the evaluation form currently being used as shown in Appendix G-1 within seven (7) working days.

If a unit member receives a negative rating (U) on any 3rd year Informal Observation, the unit member will be removed from the 5-year Formal Evaluation Cycle and will be evaluated annually using the Standard Formal Evaluation Process until a rating above Unsatisfactory is achieved or he/she is separated from the District. The unit member may reapply to be placed on a 5-year Formal Evaluation Cycle when he/she meets the criteria established in Section C.2.a of this Article.

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

ii. During the 5th year of the first and subsequent 5-year Formal Evaluation Cycles, there will be an evaluation process which consists of a Pre-Evaluation Conference, one Formal Evaluation, at least one Informal Observation, and a Final Evaluation.

If there is a U on the Final Evaluation, the unit member shall be evaluated in accordance with Article XVII, Sections C and G, and then returned to the evaluation schedule for permanent employees not on a 5-year Formal Evaluation Cycle. Unit members who successfully complete a 5-year Formal Evaluation Cycle will automatically continue on the 5-year Formal Evaluation Cycle. Unit members who have been removed from a 5-year Formal Evaluation Cycle may reapply to participate in a subsequent 5-year Formal Evaluation Cycle in accordance with Article XVII, section C.2.a.by the end of contract day on the last day of school of the year prior to commencing the 5 Year Cycle.

iii. The unit member will be removed from the 5-year Formal Evaluation Cycle if he/she receives more than one (1) Letter of Concern or Letter of Warning during their time on the 5-year cycle. If a unit member receives a Letter of Reprimand or higher during their time on the 5-year cycle, the unit member will be removed from the 5-year cycle.

D. EVALUATION STANDARDS

Unit member performance shall be evaluated and assessed as it relates to the California Standards for the Teaching Profession (CSTPs).

Appendix G performance descriptors will mirror CSTP descriptors with the addition of the descriptor category of "Unsatisfactory" when little or no evidence of performance trait is observed. Should the CSTPs be modified to include an "Unsatisfactory" category of performance, TEA and the District shall meet to negotiate potential revisions to the "Unsatisfactory" category.

The District shall establish and define job responsibilities for those certificated non-instructional personnel whose duties and responsibilities the District believes cannot be appropriately evaluated using the evaluation standards in this section. The Association shall be consulted prior to a change in a bargaining unit member's job description. The District shall evaluate and assess the competency of such unit members as it reasonably relates to the fulfillment of those responsibilities.

E. MODIFICATION OF OBJECTIVES:

During the course of the evaluation period, circumstances may change which require modification of the original objectives. The unit member may request a change of these objectives in the manner prescribed in section C.1.b.vi above.

F. CONFERENCES

1. An evaluation conference shall be held with the unit member to discuss the final evaluation report which is a summary of the unit member's performance for the school year. The evaluation report shall be reduced to writing on the evaluation form currently being used as shown in Appendix G, and a copy provided to the unit member no later than 30 calendar days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. A copy of the evaluation report shall be placed in the unit member's personnel file.

2. Any evaluation which contains an unsatisfactory rating of any unit member's performance shall include, but is not limited to:

   a. A mandated referral to the PAR Program for an Unsatisfactory rating on the final evaluation on any of the evaluation standards 1 through 5 as indicated in Evaluation Article XVII, section D for a permanent unit member.

   b. A recommendation to volunteer to participate in the PAR Program for an Unsatisfactory rating on any evaluation-on-evaluation standards 1 through 5 as indicated in Evaluation Article XVII, section D for a permanent unit member

   c. Specific recommendations for improvement

   d. Direct assistance to implement such recommendations

   e. The requirement that the unit member shall, as deemed necessary by the District, participate in a program designed to improve appropriate areas of the unit member's performance.

   f. Assignment of an instructional assistance team by mutual agreement between any unit member who is not a PAR Program participant and the administrator.

3. In addition to the foregoing, the evaluator shall also be responsible for providing certain assistance to the unit member being evaluated. If, at any time during the evaluation period, the evaluator determines through formal evaluations or informal evaluations or other performance assessments that the unit member needs to show improvement to meet the stated objectives, standards of performance, or other areas of evaluation, he/she shall inform the unit member in writing of such fact and describe such performance that is less than Developing. The evaluator shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such recommendations shall not be reduced to writing on the unit member's evaluations. (Forms contained in Appendix G.1 and G.2)

G. FORMAL/INFORMAL EVALUATION RATING PROCESS:

a. The evaluator shall determine the overall rating for each of the identified standards by utilizing a six-point scale as follows:

Element Title	Numeric Value
Unsatisfactory	1
Emerging	2
Exploring	3
Applying	4
Integrating	5
Innovating	6

b. Other standards will not be reduced to writing on the Appendix form G.1. (Appendix G.1 will only include evidence and ratings from the identified standards to be evaluated).

H. FINAL EVALUATION:

1. The final rating for each standard shall be the average of the numeric ratings received for each particular standard during the evaluation process for the year. Example: (Standard I Overall Rating = Evaluation A + Evaluation B + Evaluation C divided by number of evaluations conducted for Standard I will equate to the final evaluation rating.) The final evaluation rating score shall be assigned using the following scale:

Element Title	Numeric Value
Unsatisfactory	1-1.75
Emerging	1.76 - 2.5
Exploring	2.51 - 3.5
Applying	3.51 - 4.5
Integrating	4.51 – 5.5
Innovating	5.51 - 6

2. When an evaluation standard(s) is documented as an Unsatisfactory rating, the unit member shall be evaluated using the Standard Formal Evaluation Process in accordance with Article XVII, section D and Appendix G the following year, only on the evaluation standard(s) affected by the noted Unsatisfactory rating(s).

3. The unit member shall sign the evaluation report at or following the evaluation post-conference. The signature does not necessarily indicate that the unit member endorses or agrees with the contents of the report. Within fifteen (15) working days after receiving the written evaluation report, the unit member may submit a written response to the evaluation report which may include conditions which the unit member believes are beyond his/her control. The written response shall be attached to the evaluation report and become a permanent attachment to the unit member's personnel file.

ARTICLE XVIII
SAFETY

A. Knowledge of any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be orally reported by unit members in the unit to their immediate supervisor. Unit members in the unit making such oral report shall complete such written reports as may be required by the District relating to any such incident.

B. Unit members in the unit shall be provided coverage under the terms and conditions of the District's workers' compensation insurance program and the industrial accident or illness leave provisions of this agreement for any injury or illness arising out of and in the course of their employment.

C. The District shall make every effort to provide unit members with a safe place in which to work.

1. The District will make a reasonable effort to provide a communication system available to all unit members for supervising students.

D. Unit members in the unit shall comply with District safety rules and regulations and shall promptly report to their immediate supervisor violation of such rules and regulations and the existence of any unsafe condition observed.

E. Any unit member may submit to his/her principal or the principal's designee a written recommendation for the suspension/expulsion from school of any student who, in the judgment of the unit member, acts in such a manner as to constitute any clear and ongoing danger to such unit member. The District shall respond to the unit member indicating the disposition of the recommendation, which response shall upon request, be in writing.

F. Education Codes 44014, 48910, and 49079 shall be included in the annual policy notification packet provided to all unit members**.**

G. A unit member who is the victim of a physical assault or attack, and who so requests, shall be immediately granted the remainder of the day of the assault or attack released from duty. These release days shall not be charged against any of the unit member’s accrued or accumulated leaves as specified in Article XXIII E.

H. Each site shall maintain a confidential system regarding students who have reportable offenses as noted in Education Code 49079. Unit members may request additional

information regarding discipline from their site administration. Any information provided to unit members may only be used for the purpose provided and not further disseminated.

ARTICLE XIX
CONSULTATION RIGHTS

A. It is recognized that the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. If the Association desires to exercise this right to consult on the above mentioned matters, it will do so by requesting a meeting with the Superintendent to discuss such matters. The Superintendent or his designee will schedule a meeting within a reasonable amount of time with a committee of three (3) unit members designated by the Association, which shall be at a time when the certificated unit members do not have classroom responsibilities unless mutually agreed otherwise.

B. The purpose of such meeting shall be to ascertain the views of the Association regarding those issues subject to this consultation process. Sufficient time shall be allocated for consultation to insure that the views of the Association and the District can be ascertained regarding the matters being considered. Joint reports of consultation meetings may be made to the Board of Trustees in written form or presented at a public Board of Trustees meeting.

C. Once the Superintendent or his designee has received the views of the committee at such a meeting, the District has met the requirements of consultation specified in Government Code Section 3543.2. Nothing in this consultation process shall be deemed to make the above mentioned matters subject to the "meet and negotiate" process.

D. The procedure set forth in this Article shall not apply to other consult provisions contained in other Articles of this agreement unless otherwise expressly provided in such other Articles.

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 a 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.

ARTICLE XXI
ASSOCIATION LEAVE

The President or any person designated by the president may use Association Leave. The purpose of said leave is to attend local, state, or national conferences in which the Association participates, or for conducting other business directly relating to the Association's affairs.

A. GENERAL INFORMATION

The Association agrees to reimburse the District for salary, fringe benefits, and retirement benefits paid by the District to the Association President and any other unit member on Association Leave, with the exception of negotiators, pursuant to Section C of this Article. The Association may utilize membership volunteers to cover classes, without compensation, during their prep for pre-approved leave. In the absence of volunteer coverage, individual period utilization shall be reimbursed to the District at the same dollar value paid to unit members for Class Coverage Rate.

B. PRESIDENT'S LEAVE

In addition to the other leaves of absence provided herein, the President of the Association, under the California Education Code, may be released from his or her assignment on a leave of absence for the percentage of the work year for which the Association agrees to reimburse the District, per Section A of this Article.

The Association shall notify the Assistant Superintendent for Human Resources by April 30th regarding the percentage of leave of absence for the following school year. The President of the Association and the Assistant Superintendent for Human Resources shall jointly develop a plan for implementing the leave of absence.

C. NEGOTIATOR LEAVE

The Association's negotiating team shall have up to two (2) days per negotiator per school year of Association Leave time for work sessions. The Association will reimburse the District at the highest substitute teacher rate. The Negotiator Leave shall be mutually agreed upon in writing by the Association President and the Assistant Superintendent for Human Resources prior to the use of the leave to ensure the quality and continuity of the instructional program. The District shall respond within two (2) workdays of receipt of request.

D. OTHER ASSOCIATION LEAVE

The Association may have access to an additional five (5) days, or its equivalent, of paid leave per school year, to be utilized by members other than the president and to be reimbursed by the Association to the District per Section A of this Article. Distribution of the Association Leave shall be mutually agreed upon in writing by the Association President and the Assistant Superintendent for Human Resources prior to the use of the leave to ensure the quality and continuity of the instructional program. The District shall respond within two (2) workdays of receipt of request.

ARTICLE XXII
BEREAVEMENT LEAVE

1. A unit member shall be eligible for a temporary leave of absence of up to five (5) days for the death of any member of his/her immediate family, as defined in Section B, without loss of pay or deduction from other leave benefits found in this Agreement. Bereavement leave days must be initiated within seven (7) days of the death; however, the District will review extreme extenuating circumstances.

2. Members of the immediate family of the employee, spouse or registered domestic partner of the employee, as used in this Article, are defined as:

- mother, father, stepfather, stepmother;
- stepchildren, step grandparents, stepbrother, stepsister;
- grandmother, grandfather, grandchild;
- brother, sister, son, daughter;
- brother-in-law, sister-in-law, son-in-law, daughter-in-law;

- aunt, uncle, niece, or nephew;
- spouse or registered domestic partner;
- any relative living in the immediate household of the employee.

ARTICLE XXIII
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

A. Industrial Accident or Illness Leave shall be granted to a unit member who has had an accident or illness arising out of and in the course of his/her employment with the District. All unit members shall be entitled (in anyone (1) fiscal year for the same accident or illness) to sixty (60) days of Industrial Accident or Illness Leave during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District. Such Industrial Accident or Illness Leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

B. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

C. During any paid industrial leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's full salary and shall deduct normal retirement and other authorized contributions.

D. Any unit member receiving benefits from an Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.

E. A unit member who is the victim of a physical assault or attack, and who so requests, shall be immediately granted the remainder of the day of the assault or attack released from duty. These release days shall not be charged against any of the unit member’s secured or accumulated leaves.

ARTICLE XXIV
JURY DUTY LEAVE

A. The District shall grant a leave of absence to any unit member called for jury duty. The District shall grant such leave with pay up to the amount of the difference between the unit member's regular earnings and any amount he/she receives as juror's fees.

B. The District shall not discriminate against any unit member with respect to assignments, employment, promotion, or in any other manner, either directly or indirectly, because of such unit member's services on any jury panel.

ARTICLE XXV
LEGISLATIVE LEAVE

A. A unit member who is elected to the Legislature shall be granted a leave of absence from his/her duties as an employee of the District.

B. During the term of such leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualification for such compensation and upon such terms and conditions, as may be mutually agreed upon.

C. Such absences shall not affect in any way the classification of such unit member.

D. Within six (6) months after the term of office of such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election at the salary to which he/she would have been entitled had he/she been absent from the service of the District under the provisions of this Article.

ARTICLE XXVI
MATERNITY LEAVE

A. Any female unit member shall be entitled to utilize available sick leave when required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence including the date on which the leave commences and the date on which the unit member resumes duties, shall be determined by the unit member and the unit member's physician.

B. Unit members on leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be entitled to leave with pay in addition to that provided under Article XXIX, Section A (5) only if such additional paid leave is necessary to ensure that maternity-related leaves are treated in the same manner as leaves for illness, injury, or disability.

C. The unit member shall notify the Assistant Superintendent for Human Resources of the projected date on which the leave is expected to commence and the probable date on which the unit member shall resume her duties, such notice to be given not less than thirty (30) days prior to the expected commencement date of such leave. The Assistant Superintendent for Human Resources shall waive such notice upon receipt of a request from the unit member's physician stating that such leave must commence for medical reasons less than thirty (30) days from the date of notice.

D. A unit member may take additional leave without pay and will continue all fringe benefit coverage as provided in Section G of Article XX.

E. Unit members who have been granted Family Medical Leave may use Personal Necessity Leave, if available, during the time of the FMLA leave, as described in Article XXIX.

F. A pregnant unit member not intending to return to employment in the District after childbirth should submit a resignation. It is the intent of this Article to provide maternity leave to unit members intending to return to duty with the District.

ARTICLE XXVII
MILITARY LEAVE

Unit members shall be entitled to leave of absence for military service as required by law.

ARTICLE XXVIII
PATERNITY/ADOPTION LEAVE

Any unit member may utilize up to five (5) days of accumulated leave at full pay for the adoption of a pre-school age child. Any male unit member may utilize up to five (5) days of accumulated leave at full pay for the birth of his child. In each case, the unit member may also use an additional twenty-five (25) days of differential pay leave (in which the District shall deduct the lowest rate for substitute employees from the unit member's salary) for this purpose.
Unit members shall notify the Assistant Superintendent for Human Resources of the projected date on which the leave is expected to commence and the probable date on which the unit members shall resume their duties. Such notice to be given not less than thirty (30) days prior to the expected commencement date of such leave.

Fringe benefit coverage shall not be altered during the duration of this leave.

ARTICLE XXIX
PERSONAL NECESSITY LEAVE

A. Leave pursuant to Section A of Article XXXI of this agreement may be used in cases of personal necessity. The following are not to be considered reasons for personal necessity leave:

1. Vacation or recreation
2. Seeking other employment
3. Extension of a school holiday
4. Political activities or demonstrations
5. Conferences and workshops
6. Restrictions identified in the Concerted Activities Article in the Master Agreement

Full time unit members may use ten (10) days or a total of seventy-five (75) hours of sick leave per year for the purpose of personal necessity. Part time unit members may use a percentage of 75 hours proportionate to the hours of their assignment as a percentage of a full time position. The unit member shall give a reason each time personal necessity is utilized and provide the District with at least seventy-two (72) hours notification whenever possible. Emergencies may exist for the stated reasons in 2.a or 2.b below that prevent the unit member from providing 72 hours prior notification to the District. Unit members will make every effort possible to notify the District as far in advance as practicable whenever an emergency situation arises.

1. Unit members may use two (2) days of personal necessity leave (PNL) per year for urgent and compelling reasons. This form of PNL is commonly known as "no tell" days. When a unit member has accumulated seventy (70) days of sick leave (as of July 1st of the current school year), the unit member will be allowed one additional urgent and compelling necessity leave day for a total of three (3) days out of the ten

(10) PNL days. The unit member is required to provide advance notification with a stated reason of "urgent and compelling reasons of personal business."

2. The remaining days of personal necessity must have a stated reason from the approved list below or be specifically approved by the Assistant Superintendent for Human Resources. The unit member shall not be required to secure advance permission to use such leave for any of the following reasons:

   a. Death or serious illness of a member of his/her immediate family.

   b. Accident, involving his/her person or property or the person or property of a member of his/her immediate family.

   c. Religious observances for recognized and established holy days.

   d. 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 the connivance or misconduct of the unit member.

   e. Urgent personal family business which necessitates the unit member's immediate attention during normal business working hours.

   f. 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.

B. In all other cases the unit member must secure the advance permission of the Assistant Superintendent for Human Resources prior to using such leave for reasons of personal necessity. Whenever a unit member desires to use such leave for other reasons not set forth in Section 2.a-f above, he/she shall first submit a written request for a personal necessity leave to his/her principal or immediate supervisor. The principal or immediate supervisor shall, upon receipt or as soon thereafter as is reasonably practicable, acknowledge such request, make a recommendation thereon that such leave either be granted or denied, and forward such request to the Assistant Superintendent for Human Resources.

   Permission for such leaves will normally not be granted for appearances in a court of law or before an official governmental body or tribunal for reasons brought through the connivance or misconduct of the unit member. In cases where permission for such absences is granted for appearances in a court of law or before an official governmental body or tribunal, the unit member shall either at the time of submitting his/her request or immediately upon his/her return to work, provide the District with evidence from such court, body or tribunal showing the reason for his/her attendance at such proceeding.

C. In the event a unit member has exhausted his/her ten (10) days of personal necessity he/she may request permission from the District to use additional sick days for the limited purpose of:

   1. Death or serious illness of a member of his/her immediate family.

   2. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

When the need for additional days is an emergency, less than twenty-four (24) hours' notice, the unit member need only to notify the District for the use of an additional day. The District reserves the right to revoke any use of personal necessity reported as an emergency beyond the ten (10) day limitation whenever the District has reason to believe the unit member is abusing the emergency provision.

All additional days of personal necessity, with the exception of emergencies, must have the advance permission of the Assistant Superintendent for Human Resources and all such days, including emergencies, will be deducted from sick leave.

D. Personal necessity leave shall not be deducted from a unit member's sick leave in the following situations:

1. Where personal necessity leave is taken by a unit member to testify in court on behalf of the District; or

2. Where personal necessity leave is taken by a unit member to testify in a child abuse proceeding on behalf of the child.

ARTICLE XXX
SABBATICAL LEAVE

A. Sabbatical leaves, for a period of twelve (12) months, may be granted by the District upon submission of an application in writing. Unit members shall have been employed by the District for at least seven (7) consecutive years and shall agree to remain at least two (2) years after their return. Unit members who do not return shall be obligated to repay any salary received from the District during the leave.

B. Unit members shall file an application for sabbatical leave with the District office no later than February 1st of the year prior to the year for which the leave is requested. The application, with the Superintendent's recommendation, shall be submitted to the Board of Trustees for consideration. The application must be accompanied by a certificate of health signed by a physician, indicating that the unit member is in satisfactory physical condition to undertake the study or travel proposed. Any cost associated with obtaining the certificate of health shall be borne by the unit member.

C. The request for sabbatical leave shall state the activities the individual expects to engage in and the educational benefits to be derived for both the District and the individual, in terms of new courses or new information for use in courses taught by the unit member.

D. Sabbatical leaves granted in any one school year shall not exceed three (3) certificated unit members. Seven (7) years must intervene between successive sabbatical leaves for any one certificated unit member.

E. Sabbatical leaves may be granted for the following reasons:

1. Sabbatical Leaves for Study

   a. Unit members who apply for sabbatical leaves for study shall agree to undertake a full course load as defined by the individual educational institution.

b. Applications for such leave shall state a specific purpose and goal for such college work indicating that such leave would be mutually beneficial to the individual and the District (i.e., work toward an advanced degree, academic study in depth in a subject-matter in which they are teaching or research projects directly related to the school or District). Work toward a credential is a personal obligation for self-advancement and may not mutually benefit the District and should not, in itself, be grounds for a sabbatical leave. This, however, does not rule out the possibility of a person obtaining an advanced credential while completing the objectives of the sabbatical. Such leave shall not be approved for correspondence courses. Upon completion of the leave and within sixty (60) days of the unit member's return to duty, a written report on findings and conclusions usable for reinforcement of teaching in the subject area, along with transcripts shall be submitted for evaluation to the Superintendent and forwarded to the Board of Trustees. The Superintendent may, for good cause and upon request by the unit member, authorize an extension of time for submission of the report, such additional time not to exceed one (1) semester.

2. Sabbatical Leaves for Travel

a. Unit members' application for sabbatical leave under this provision shall submit a statement of the proposed itinerary and goals and purposes for such leave. The leave must have a direct contribution to the unit member's field and classroom activity. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the unit member's services with respect to the particular educational field in which he/she is engaged.

b. Upon completion of the leave and within sixty (60) days of the unit member's return to duty, a written report on findings and conclusions usable for reinforcement of teaching in the subject area shall be submitted for evaluation to the Superintendent and forwarded to the Board of Trustees. The Superintendent may, for good cause and upon request by the unit member, authorize an extension of time for submission of the report, not to exceed one (1) semester. The report should set forth the unit member's reaction to the experience and include a statement of the benefits received from it. A description of the trip alone will not satisfy the report requirement.

c. Sabbatical leaves for less than one (1) year duration may, on rare occasions, be granted for specific, special needs of the District.

d. Compensation during a sabbatical leave shall be computed as fifty percent (50%) of the salary the unit member would have received had he/she remained in his/her regular position, plus one hundred percent (100%) of the District paid fringe benefits, but not including payment for special assignments or extra-curricular activities.

e. Time spent on sabbatical leave shall be credited as regular District service in the determination of years of service for sick leave, seniority and eligibility for fringe benefits provided the requirements established for the sabbatical leave have been satisfactorily met.

f. Upon return from sabbatical leave, the unit member may be assigned to another location and assigned such classes as he/she may be qualified to teach; however, the District will make a reasonable effort to assign the unit member to the same school and the same assignment.

g. The principal of the school to which the individual is assigned shall be notified by the unit member as to when he/she will return or will be available for a conference, which notice shall be given not later than March 1st of the year during which the unit member is on sabbatical leave. The principal, upon receiving such notice, shall inform the unit member of any assignment changes or intended changes at the earliest possible date.

h. The unit member who elects to receive sabbatical leave compensation in monthly payments during his/her leave must post a bond guaranteeing service to the District for a period which is equal to twice the period of the leave following his/her return. The bond shall be exonerated in the event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member. If the Board of Trustees finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the agreed upon period of service therein following his/her return from the leave, the Board of Trustees, in its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond is furnished.

ARTICLE XXXI
SICK LEAVE

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

1. Every unit member employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay, for a school year of service.

2. A unit member employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

3. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.

4. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school

year. If a unit member does not take the full amount of such leave allowed in any school year the amount not taken shall be accumulated from year to year.

5. A unit member shall have the right to utilize the sick leave provided herein for absences necessitated by disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

6. When administration, acting in good faith, suspects abuse of sick leave by a unit member, the unit member will be given written non-disciplinary notice of the suspected abuse. This written non-disciplinary notice shall not be considered a step in Article XI, Progressive Discipline of this collective bargaining agreement.

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

7. Unit members who teach summer school and/or intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 hours (equivalent to 12 sick days per 183 contract days) for each contracted hour of intersession and/or summer school session.

8. Unit members who teach in a supplemental instruction program may use one (1) day of accumulated sick leave per each ten (10) contracted program workdays. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted supplemental instruction program workday.

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

1. When a unit member is absent from his/her duties on account of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of the employment of the unit member, the District shall deduct only the lowest rate for substitute unit members from the unit member's salary for any days in which the absence occurs. If no substitute is employed to replace the unit member, the lowest salary rate for substitute employees shall be deducted from the unit member's salary. This paragraph shall apply only to those unit members who have used all of their accumulated sick leave.

2. The District may require written justification signed by a physician for any period of absence for which benefits pursuant to this Article or Education Code Section 44977 are requested.

3. A unit member returning to work from extended sick leave shall be required to present a Doctor's release prior to returning to duty. Upon presentation of such release, the illness or accident necessitating such leave shall be deemed to have been fully cured and the unit member fully recovered. No additional paid or partially paid leave shall be allowed for such illness or accident. Unpaid leave may be permitted at the discretion of the Superintendent.

4. During any school year, and after having utilized his/her current annual entitlement to leave of absence for illness or injury as specified in Paragraphs A. 1 or 2 of this Article, a unit member may elect to utilize as many as ninety (90) of the days

specified in Paragraph B. 1 of this Article, and receive the compensation specified in such paragraph rather than utilize unused annual leave accumulated from prior years, for the duration of the unit member's incapacity. Written notice of election of such option shall be provided by the ill or injured unit member to the District payroll office and to the District Superintendent's office as soon after the beginning of the absence as may be practicable, but in no event shall an election of such option be binding upon the District if notice thereof is delivered to the District payroll office and the District Superintendent's office more than fifteen (15) days from the first date of absence resulting from such illness or injury. Such election shall be effective upon delivery, provided that the unit member has exhausted his/her current annual leave for absence resulting from illness or accident. Should an unit member file such notice within such period and should the unit member prior to filing such notice be credited with full pay for one or more days of such leave, charged against leave accumulated from prior year(s), such leave shall be re-credited to the unit member upon repayment to the District of the resulting overpayment. Upon expiration of the ninety (90) day period, should the unit member remain medically unable to resume his/her duties, the unit member may elect to utilize such leave for illness or accident as may then be standing to the unit member's credit accumulated from prior year(s), and such other leave as may be provided in this agreement or prescribed by law.

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

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.

5. 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.

D. 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 Assistant Superintendent for Human Resources. Both job sharers must be present and participate in the following: all non-student workdays 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.

ARTICLE XXXIII
SEVERABILITY

A. Should any provision of this agreement or the application of such provision to any person or circumstance be determined by a court of competent jurisdiction to be invalid, the remainder of this agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and shall continue in full force and effect.

B. Should a provision or application be deemed invalid, as described in Paragraph A above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable under law. In addition, the District and the Association shall meet not later than thirty (30) days after such court decision to re-negotiate the provision or provisions effected.

ARTICLE XXXIV
MULTI-TRACK YEAR ROUND EDUCATION (MTYRE)

Within this article the term "unit member", unless otherwise identified as a traditional year teacher, shall mean any unit member teaching at a Multi-Track Year Round Education Site.

A. CALENDAR

1. The Multi-Track Year Round Education calendar will be based on the 60/20 plan.

2. The work year will be one hundred eighty-one (181) days of which one hundred seventy-four (174) will be instructional.

   a. Of the seven (7) non-instructional days, one day shall be a District in-service day. The other six (6) days shall be one-half workdays, three (3) of which will be for classroom set up the day before the beginning of each track.

   b. Meetings on the site designated full workday at the beginning of the school year shall be limited to one-half day (see Article VI, Hours, A,1).

   c. On the half track-on workday, unit members tracking-on shall not be required to attend meetings.

   d. On the remaining full track-on workdays, unit members tracking-on shall not be required to attend meetings greater than one (1) hour in duration. However, if a full workday falls on an Early Release Monday, then tracking-on teachers will attend regular ERM (Early Release Monday) activities instead of track-on meetings.

3. The contract year for first and second 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-three (183) days. In addition, first and second year unit members shall be required to attend an additional four (4) days of district staff development paid at their per diem rate. These dates will be scheduled as close to track-on or track-off dates as possible taking holidays into consideration.

4. Unit members shall not be required to attend in-services or meetings during their off-track time.

5. The last instructional day prior to going off track will be scheduled as a student minimum day for the track going off track. Except in the case of an emergency, unit members will not be required to attend meetings during this time, nor shall the unit members' time be encumbered by the District or site administrators.

6. If additional days are added to the traditional calendar through legislation and/or negotiations, the calendar will be adjusted accordingly.

7. The annual school calendar shall be adjusted jointly with the Assistant Superintendent of Human Resources and the Association.

8. 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. One early release Monday per month will be designated for site grade level collaboration. The designated dates for grade level collaboration will be made available to unit members prior to the first early release Monday of the school year. The early release Monday for site level collaboration will normally include a minimum of 90 minutes unencumbered time and will not begin until after students are released and all unit members prep time and supervision duties are completed. Unit members who are off track and attend the early release site collaboration time period shall be compensated at their per diem rate at a maximum of two hours' time for each designated Minimum Early Release Day. In addition, the principal may hold a faculty meeting on these designated Minimum Early Release Days in accordance with Article VI of the current Master Agreement. In months with at least four (4) working Mondays, the unencumbered day will be scheduled on a Monday on which there is no staff meeting scheduled, whenever possible.

B. INITIAL PLACEMENT

1. Unit members wanting to transfer out of a school, which is initially implementing a MTYRE program, to another school shall follow the procedures in Article XVI; however, the date for submitting the request in year one will be October 15th to facilitate the placement and replacement of personnel. In subsequent years, Article XVI, Transfer/Reassignment, will be followed.

2. The District will determine how many classes at each grade level will initially be assigned to each track. The site administrator shall post a matrix of the Master Schedule, which indicates how many grade level/subject area classes are assigned to each track, and to which room they will be assigned. In addition, the principal will post a list of each unit member's grade level assignment, including any on-site reassignments for the following school year.

   Unit members must select track preferences at the grade level posted by the principal, which includes any on-site reassignments that have been finalized for the following school year, prior to the track selection meeting. Unit members shall submit track preferences in writing to the site administrator. These preferences will then be placed on the matrix accordingly. The criteria listed below will then be used, where applicable, at the track selection meeting in the order as follows:

a. Spouses, if both are working at a Tracy Unified School District MTYRE site, shall be given first consideration for placement on the same track, if desired.
b. Special credentials (at 6-8 grade levels)
c. Balance of new and experienced teachers (new teacher is defined as two years or less teaching experience)
d. One teacher per class

If a conflict still exists within any step in the criteria, track assignments shall be determined by District seniority. If District seniority is equal among two or more MTYRE members, those members will draw lots for track selection. This process will take place during the track selection meeting.

3. MTYRE unit members who have children attending MTYRE schools shall be given priority for placing their children on a desired track. The District will make a reasonable effort to place non-MTYRE unit member's child(ren) on the track of the non-MTYRE unit member's choice.

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. <u>RSP Unit Members</u>
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. <u>LSH Unit Members</u>

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. <u>Pre-School Unit Members</u>

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.

D. TRANSFER/REASSIGNMENT

1. The provisions of Article XVI regarding voluntary and involuntary transfers and reassignments shall apply to all unit members.

2. Reassignment as defined in Article XVI, A.2., shall include track assignment at the same grade level.

3. If track vacancies occur on a site, then unit members at said site, at the same grade level, but on a different track, shall have priority to fill vacancies. After all vacancies have been filled by unit members desiring a change at the same grade level, remaining vacancies shall be filled pursuant to Article XVI, C.1. Criteria used for Initial Placement, Article XXXIV, B.2, shall be applied to this process.

4. If track vacancies occur at a site during mid-year, then unit members at said site, at the same grade level, but on a different track shall be given priority to fill vacancies. If a change at this time is considered too disruptive to the school site, the position may be filled on a temporary basis for the remainder of the year. At the beginning of the next year, the unit member at the grade level, on a different track, with the most seniority at that school and grade level shall have priority to fill the vacancy.

5. In order for unit members to exchange tracks within a grade level, at a given site, both positions must be opened by the site administrator to other members at that site and that grade level, and filled as described in Article XXXIV section D, sub-sections 3 and 4.

6. During the first year and in subsequent years of operation as a year-round school site, every reasonable effort will be made to avoid involuntarily transferring any unit member from a traditional school to a MTYRE site.

E. PAYMENT SCHEDULES

1. In-Service Training/Staff Development Rate
Unit members will be paid as defined in Article XIII, H.1. for any in-service training or staff development outside the normal contractual hours for which the District or site agrees to pay. The new teacher induction program (TTIP) will be paid at the hourly rate stated in Appendix D.

2. Curriculum Development
Unit members will be compensated at the appropriate rate of pay as stated in Appendix D for Curriculum Development Services directed by the District and provided outside the contract day.

3. Track Facilitator
Each school site shall yearly identify one unit member for each track who will facilitate communication and activities for the particular track. These unit members will be compensated at a rate of 1.48% of the Tracy Unified School District's non-adjusted Class I, Step 1, Certificated Salary Schedule B, rounded to the nearest dollar (see Appendix B).

4. 10 Month or 12 Month Payment Schedule
Unit members assigned to a year round schedule will have the option of being compensated on a 10 month or 12 month payment schedule. Any unit member who chooses a 12 month payment schedule will be required to sign a waiver indicating his/her obligation to reimburse the District for any overpayment resulting from leaving the District prior to the end of his/her contractual agreement.

5. Year Round Preparation Day
Prior to the first year of conversion to year round education at a given school site, unit members will be provided a voluntary classroom preparation/planning day. This date will be determined by the District. Participating unit members will be paid at their per diem rate.

6. Application of Units
Unit members who have earned additional units and submit transcripts or certification of completion form by September 1st, shall receive a change in salary classification, retroactive to the beginning of the current contract year. (See Supplemental Salary Information, Appendix H.) If the certification of completion form is submitted in lieu of transcripts, the unit member must provide official transcripts by November 1st for official salary placement.

F. EXCHANGE DAYS

1. All unit members can voluntarily exchange six (6) days per fiscal year with unit members who are on vacation or off-track without loss of pay, benefits or sick leave. Exchange days are not cumulative across fiscal years. Unit members shall keep accounting of days exchanged. Payback of exchanged days is the responsibility of the involved unit members.

    a. Trading of days is not considered an extension of the contract year.
    b. Agreement between unit members to trade days must, whenever possible, have forty-eight (48) hours prior approval of the administrator of the site at which the exchange will be taking place. If denied, the unit member will be notified in writing as to the reason for denial.

    c. Payback of the exchange shall be completed within one year of the initial exchange date.

G. SUBSTITUTES

1. Unit members who are off track can substitute.

2. Unit Members shall have the option to place themselves on the District's permanent substitute list.

3. Substituting unit members on either traditional or MTYRE calendars will receive 140% of the daily substitute rate.

4. Substituting unit members on either traditional or MTYRE calendars assigned to organizing, opening and teaching a new class for which a teacher has not yet been assigned or who are serving in a vacant position or a position that involves more than five (5) consecutive school days, will be paid the per diem rate for the adjusted minimum salary.

H. SABBATICAL LEAVES

1. In addition to leaves provided in Article XXVIII, unit members at YRE sites may be granted sabbatical leave up to three (3) months during the months of June, July and August to complete the scheduled Subject Matter Projects not available to a unit member while off track. The following procedures will be followed in considering Subject Matter Project sabbatical leave requests:

    a. Unit member shall file an application with the site principal at least 30 days prior to the leave date.

    b. The unit member shall submit the application to the site principal.

    c. The application, along with principal's recommendation, shall be submitted by the site principal to the Assistant Superintendent of Human Resources for review.

d. The Assistant Superintendent of Human Resources will approve or deny the request, in writing, within five (5) working days of receipt of the unit member's request for leave.

2. Compensation during a sabbatical leave shall be computed as fifty percent (50%) of the unit members' current salary.

3. Upon return from sabbatical leave, the unit member shall return to the same assignment from which he/she took the leave.

I. COMMUNICATION

If requested of the site administrator or designee in writing prior to going off track, all bulletins and information given to on-track unit members shall be mailed in a timely manner to unit members who are off-track.

Minutes shall be kept of faculty meetings and those minutes and handouts shall be mailed in a timely manner to off-track unit members, if requested in writing.

J. INTERSESSION

Intersession is defined as additional instruction time during off-track periods at YRE schools for the purposes of enrichment or remediation, in lieu of summer school.

Unit members assigned to MTYRE schools in Tracy Unified School District will be given first priority for Intersession teaching positions. All other unit members will be given second priority for Intersession teaching positions.

Compensation for Intersession will be according to Appendix E, Supplemental Instruction.

Unit members who teach intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 (equivalent to 12 sick days per 183 contract days) hours for each contracted hour of intersession.

Unit members who teach intersession may use one (1) day of accumulated sick leave per each ten (10) contracted intersession workdays. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted intersession workday.

K. FACILITIES

1. Heating and air conditioning shall be provided at all currently designated YRE sites in all classrooms and site facilities that are utilized by students and staff. Air conditioning and heating will be considered as a factor when designating future YRE sites.

2. A filing cabinet and portable locking storage cabinet with sufficient space to contain classroom supplies and materials will be provided to each unit member in the MTYRE Program who must move to another classroom.

3. When tracking on and tracking off, unit members shall not be required to move boxes, storage cabinets, file cabinets or other furniture.

4. Each classroom sharing team will arrange with the principal to have storage and file cabinets delivered to and removed from the unit member's assigned room according to a mutually agreed upon schedule.

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.

2. The District shall not implement more than a 7 period a day structure separate from advisement.

B. NIGHT DUTIES

Unit members at K-8 schools shall not be required to perform more than three (3) additional school-wide educational activities which occur outside of the regular contract day. YRE 6-8 unit members who are off track will not be required to attend.

ARTICLE XXXVI
PEER ASSISTANCE AND REVIEW (PAR)

A. PURPOSE

The Peer Assistance and Review Program (PAR) allows exemplary Unit Members to assist certain permanent and beginning Unit Members in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Unit Members referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

Peer assistance activities are provided by "Consulting Teachers" to "Participating Teachers." Consulting Teachers are selected and designated by the Joint Committee. A Participating Teacher is a permanent classroom Unit Member who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the

employee's performance in any of the following areas identified in article XVII D: engaging and supporting all students in learning; creating and maintaining effective environments for student learning; understanding and organizing subject matter for student learning; planning instruction and designing learning experiences for all students; and assessing student learning. A classroom teacher may request assistance through the PAR process as a "Voluntary Participant" subject to the provisions of the law and the agreement of the Joint Committee.

The Program resources shall be utilized in the following priority: first, for permanent unit members with an unsatisfactory rating on the final evaluation and second, permanent unit members who volunteer. After May 1st the Joint Committee shall determine if any resources remain. If the Joint Committee determines that resources remain, and that these resources should be used by any program other than PAR as described in this article, that program shall be the Tracy Unified School District's Beginning Teacher Support Assessment Program (BTSA).

B. JOINT COMMITTEE

1. Definition: Oversight and guidance of the PAR program is provided through the Joint Committee. The majority of the Joint Committee shall be certificated classroom unit members who have been chosen by other certificated unit members. Certificated administrators of the joint committee will be designated by the District.

2. Composition: The Joint Committee shall be composed of five members. Three members shall be classroom unit members and two members shall be certificated administrators. The committee will be chaired in the first year by a unit member and the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.

3. Selection: The District shall select its representatives. The Association shall select its representatives through a voting process in accordance with applicable legislation. Any certificated Unit Member covered by the certificated evaluation article of the current Master Agreement (Article XVII) and who is subject to referral to the PAR Program, shall be eligible to vote in the election.

4. Qualifications: The qualifications for the classroom Unit Members of the Joint Committee shall be the same as the qualifications for a Consulting Teacher.

5. Term of Membership of Joint Committee: The term of a Joint Committee member who is a Unit Member shall be three years.

6. Decision Making: The Joint Committee shall meet as it deems necessary to perform its functions. To the extent practicable, meetings shall be held during the regular workday for certificated classroom Unit Members. Classroom Unit Members shall be released from other assigned duties in order to attend Joint Committee meetings. A quorum for Joint Committee meetings shall be three (3) members with at least two (2) members being unit members and one being a certificated administrator.

   The Joint Committee will endeavor to make decisions by consensus. (Consensus is defined as a general agreement by all committee members). Selecting the

Consulting Teachers must be by a majority vote of the entire Joint Committee. When making recommendations for the dismissal of a Unit Member, the Committee will attempt to reach consensus. The decision to recommend dismissal shall require at least a 4/1 vote. The Joint Committee Members must be present to vote.

7. Duties and Responsibilities: The Joint Committee's primary responsibility will involve establishing the annual Program and budget, selecting, assigning, and overseeing the Consulting Teachers. In addition, the Committee is responsible for:

   a. Submitting to the Governing Board and the Association an annual report of the Program's impact.

   b. Making recommendations to the Governing Board regarding Participating Teachers with unsatisfactory evaluations, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.

   c. Assigning and reassigning the Consulting Teachers.

   d. Reviewing Consulting Teacher's reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations.

   e. Assessing the effectiveness of the Consulting Teachers in the role of Consulting Teacher.

   f. Coordinating with the District to provide training for Consulting Teachers, for Committee Members, and where appropriate, for Participating Teachers.

   g. Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Committee chairperson.

   h. Guiding and assisting Consulting Teachers in:

      i. Developing performance goals for Participating Teachers.
      ii. Determining appropriate observation scheduling and practices.
      iii. Establishing and maintaining a cooperative relationship with a Participating Teacher's Principal.
      iv. Assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge.
      v. Writing peer review reports.

   i. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Committee final report regarding the results of a Participating Teacher's participation in the PAR program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of employee performance.

j. At the end of each school year, the Joint Committee shall forward all documents and records relating to a Unit Member's participation in the PAR program to the District Office. All documents shall be filed separately from the individual's personnel record.

8. Compensation: Joint committee meetings will be held outside of contractual hours and Joint Committee Members will receive their hourly per diem rate.

9. Confidentiality: Any discussion related to a Participating Teacher's participation in the PAR program shall be kept in strict confidence by Joint Committee members, Consulting Teachers, and the Principal or designated evaluator of a Participating Teacher. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee Members and Consulting Teachers may disclose such information only as necessary to administer this Article.

   All materials related to evaluations, reports and other personnel matters shall be confidential, subject to the following exceptions:

   a. In response to a subpoena or order of the court.

   b. The final report may be used by the District in any dismissal action against the Participating Teacher.

10. Records: Documents and writings relating to a Participating Teacher's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a Consulting Teacher's final report regarding a Participating Teacher's participation in the PAR program, pursuant to Education Code section 44500(b)(7), the Joint Committee's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the PAR program shall be maintained in a separate file.

11. Liability: As provided by Education Code section 44503(d), a certificated bargaining unit employee who performs functions pursuant to the Addendum as a Joint Committee member or as a Consulting Teacher shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall defend and hold harmless individual Committee members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

12. Bargaining Unit Status: A certificated bargaining Unit Member who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.

13. Training: The District shall provide appropriate training opportunities for Joint Committee members in areas related to the committee's statutory responsibility.

C. CONSULTING TEACHER

1. Definition: A Unit Member meeting the requirements of section C.2. of this Article who is selected by the Joint Committee to provide Program assistance to a Participating Teacher.

2. Minimum Qualifications: The Consulting Teacher:

   a. must be a credentialed classroom Unit Member with permanent status who is deemed highly qualified under No Child Left Behind;

   b. shall have at least five (5) years of recent teaching experience with the previous three (3) years being in the Tracy Unified School District;

   c. shall demonstrate exemplary teaching ability, as indicated by, but not limited to:
      i. Effective communication skills.
      ii. Subject matter knowledge.
      iii. Knowledge and commitment to District curricular goals and standards.
      iv. Mastery of a range of teacher strategies necessary to meet student needs.
      v. Effective leadership skills;

3. Application Process: An application for selection as a Consulting Teacher shall include a minimum of three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District Administrator who has direct knowledge of the candidate's classroom performance. One reference shall be from another classroom Unit Member. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Committee's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates. The Joint Committee will make the selection, which will be forwarded to the Superintendent for presentation to the Board of Education.

4. Terms and Conditions:

   a. A Consulting Teacher's term will be three (3) years. At the end of the Consulting Teacher's term the Consulting Teacher may reapply for another term.

   b. A Consulting Teacher may not be appointed to an administrative position while serving as a Consulting Teacher.

   c. The Consulting Teacher may petition the Joint Committee for an assignment change.

d. A Consulting Teacher may be removed by the Joint Committee with reasonable cause.

5. Confidentiality: Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by Joint Committee members, Consulting Teachers, and the Principal (or designated evaluator) of a Participating Teacher.

6. Records: Documents and writings relating to a Participating Teacher's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.) Except for a Consulting Teacher's final report regarding a Participating Teacher's participation in the PAR program, pursuant to Education Code section 44500(b)(7), the Joint Committee's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the PAR program shall be maintained in a separate file.
All communications and documents relating to voluntary participating teachers shall remain confidential between the Consulting Teacher and the Voluntary Participating Teacher.

7. Compensation

a. If the Joint Committee determines that a Consulting Teacher needs training, the training and expenses will be provided at the expense of the District. If such training occurs outside of normal contract hours, the Consulting Teacher will be paid at their hourly per diem rate.

b. When a Consulting Teacher is activated by the Joint Committee, he/she will receive a stipend of 9.96% based on the time spent prorated against 10 months of the base salary of the non-adjusted Class III, Step I non-adjusted Salary Schedule B.

D. JOB DESCRIPTION FOR THE CONSULTING TEACHER

1. Duties: Consulting Teachers assigned a mandatory referral shall meet for a quarterly progress report with the Joint Committee and provide dialogue and written summary on the Participating Teacher's progress.

Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities approved by the Joint Committee.

Consulting Teachers may assist participating "not new" to the profession teachers, as defined by NCLB, in becoming NCLB subject matter compliant.

The Consulting Teacher shall:

a. participate in initial and ongoing training provided through the District.

b. meet regularly (specifically defined in conjunction with time allowed) for observations/discussions with each Participating Teacher.

c. participate in meetings with other district Consulting Teachers.

d. maintain a written log of contacts and specific support given to each Participating Teacher.

e. document all observations, visitations and meetings.

f. meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan for mandatory referrals and develop a process for determining successful completion of the PAR program.

g. conduct multiple observations of the Mandatory Participating Teacher during classroom instruction and provide specific feedback after each visit.

h. monitor the progress of the Mandatory Participating Teacher and shall submit to and discuss with the referred unit member and review periodic written reports with the Participating Teacher.

i. submit to and discuss with the Mandatory Participating Teacher to receive his or her signature before it is submitted to the Joint Committee.

j. continue to provide assistance to the Mandatory Participating Teacher until the prescribed time limit has expired, or until the teaching performance of the Mandatory Participating Teacher receives a satisfactory evaluation or it is determined that further assistance will not be productive.

k. submit a final report to the Joint Committee.

2. <u>Release Time</u>

a. Consulting teachers working with Mandatory Participating Teachers shall be provided sufficient release time to complete the duties listed above.

b. Consulting teachers shall be provided sufficient release time for assisting Mandatory Participating Teachers and the District shall make a good faith effort to provide sufficient release time for assisting Voluntary Participating Teachers. This release time will be for:

i) traveling to and from sites

ii) completing documentation

iii) meeting with the Joint Committee for regular meetings and with the other consulting teachers

iv) preparing time for class visits

v) making arrangements for the support of the Participating Teacher

vi) training and staff development

3. Workload/Caseload: Standard ratios for Consulting Teacher to Participating Teachers are:

   a. The Consulting Teacher shall not have more than one (1) mandatory referral at one time.

   b. The Consulting Teacher shall not have more than two (2) voluntary referrals at one time.

   The Consulting Teacher shall be limited to only one (1) of the foregoing assignments.

4. Final Report to Joint Committee: The Consulting Teacher shall submit a final report to the Joint Committee no later than the date determined by the Joint Committee following unsatisfactory evaluation received by the Mandatory Participating Teacher.

E. PARTICIPATING TEACHER

1. Definition of Mandatory Participating Teacher: A Mandatory Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning adjectives, and/or related aspects of his or her teaching performance, as a result of an unsatisfactory evaluation.

   Any permanent teacher (any member of the certificated bargaining unit who is covered by the certificated evaluation, Article XVII of the Master Agreement) with an unsatisfactory on the final evaluation in any of the following areas must participate in the Program:

   a. Engaging & supporting all students in learning
   b. Creating & maintaining effective environments for student learning
   c. Understanding & organizing subject matter for student learning
   d. Planning instruction & designing learning experiences for all students
   e. Assessing student learning

   Performance goals consistent with areas of deficiency identified by the evaluator shall be in writing, clearly stated, and aligned with pupil learning.

   Refusal to participate in the program will lead to disciplinary action up to and including dismissal.

2. Role of Participating Teacher in Selecting Consulting Teacher A Mandatory Participating Teacher may select his or her Consulting Teacher from a panel of Consulting Teachers provided by the Joint Committee. During the first three months, the Participating Teacher may request a change of his/her assigned

Consulting Teacher. A change of Consulting Teacher will not alter the timeline for a Participating Teacher's participation in the PAR Program.

3. Relationship of the Participating Teacher to the Consulting Teacher

   a. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential with the exception of the Participating Teacher's supervisor as required by law.

   b. Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article or as required by law.

   Assistance and review shall include multiple observations of a Participating Teacher during periods of classroom instruction.

4. Report and Response: A Consulting Teacher shall submit a final report regarding an employee's participation in the PAR program pursuant to Education Code section 44500 (b)(7). The Joint Committee recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502 (a), and any management follow up evaluation and assessment of performance by the employee's Principal or designated evaluator shall be maintained in the personnel file. All other documents relating to participation in the PAR program shall be maintained in a separate confidential file. A copy of the report will be given to the Participating Teacher.

   A Participating Teacher may respond to a Consulting Teacher's final report either by an appearance before the Joint Committee, or by a written submission or both. If a Participating Teacher desires to file a written response, or request to appear before the Joint Committee, the response or request must be made in writing within five (5) days of the receipt of the final report.

   The Participating Teacher will continue as a participant in the Program until: (1) The Joint Committee determines the Participating Teacher no longer benefits from participation in the Program. (2) The Participating Teacher receives a satisfactory evaluation. (3) The Participating Teacher is separated from the District. The Participating Teacher will stay in the program no more than eighteen (18) months. Under special circumstances the program may be extended by an additional six (6) months. The Participating Teacher may not participate in the program for more than two (2) years in any five (5) year period. Extensions are granted by a majority vote of the Joint Committee.

5. Definition of a Voluntary Participating Teacher: A Voluntary Participating Teacher is a teacher who volunteers to participate in the PAR Program because he/she would like to receive peer assistance in one of the following areas:

   - instructional skills
   - pupil progress
   - learning environment/classroom management
   - adherence to curricular/learning adjectives

- related aspects of the Voluntary Participating Teacher's teaching performance
- to become NCLB compliant

A teacher who receives an unsatisfactory on an interim evaluation on evaluation criteria 1 through 5 as indicated in Evaluation, Article XVII D, may also volunteer for the PAR Program.

Priority will be given to permanent unit members.
All communications and documents relating to Voluntary Participating Teacher shall remain confidential between the Consulting Teacher and the Voluntary Participating Teacher.

F. TRAINING

The Joint Committee will consult with the Staff Development to determine appropriate on-going training for both Joint Committee Members and the Consulting Teachers.
The Joint Committee will utilize the services of the District Staff Development Department as:

- Consultants for planning and implementing Staff Development
- Facilitators for securing outside consultants and presenters
- Trainers of committee members and Consulting Teachers
- Determiners of adherence to District and California Standards for the teaching profession

The Joint Committee is responsible for ensuring that training is provided in a timely manner.

Training and related costs shall fall within the budget constraints of PAR funding.

ARTICLE XXXVII
CONTRACT WAIVER

A. DEFINITIONS

1. A contract waiver is a modification or variation to the Master Agreement collectively desired by the unit members at a specific school site.

2. The intent of any contract waiver shall specifically relate to educational improvement and or school reform.

B. RATIONALE

The intent of the contract waiver policy is to encourage all school sites to develop programs that best meet the needs of the students they serve. The following process shall provide a mechanism for staff members to be collaboratively involved in school reform and innovation.

C. PROCESS

1. Contract waivers are not available to individuals.

2. The proposal to waive provisions of the Master Agreement shall first be discussed at the site by a group which would include the site administrator(s) and at least 10% of the unit members at the site. A preliminary proposal supported by any 10% of unit members assigned to that site shall be presented to the District and the Association for initial review.

3. After review and comment by the District and the Association on the initial plan, the site shall further develop the proposal, seeking and utilizing input from all members at the site.

4. The final proposal shall include as a minimum: the identified funding source and impact on the general fund, initial and continuing training requirements to implement the proposal, and a stipulation for an annual secret ballot evaluation of the proposal to measure the degree to which the plan has met the stated objectives.

5. The final proposal shall also include a provision for the duration of the waiver not to exceed three (3) years before which a re-ratification vote is required. The re-ratified waiver shall also include a provision for the duration of the waiver not to exceed three (3) years before which another re-ratification vote is required.

6. The final proposal shall be reviewed by the district and the association representative council, and each party shall return the proposal to the site with one of the following actions:

    a. Approved
    b. Approved, subject to modifications
    c. Disapproved

7. The final proposal shall be officially approved by the District and the Association Representative Council prior to a waiver ratification vote of the unit members at the site.

8. The final proposal shall be distributed to each unit member at least five (5) contract days prior to the waiver ratification vote.

9. The waiver ratification vote shall be by secret ballot and jointly conducted by the District and the Association. The District and the Association shall jointly count the ballots.

10. Ballots shall be provided to all unit members at the site, including individuals who are on leave or temporarily absent from the site.

11. For a ratification vote, a two-thirds initial majority approval by those unit members voting shall be required for waivers to the Master Agreement. Thereafter, a 60% majority shall be required for the life of the contract waiver agreement. If majority support for the waiver is not obtained, the contract waiver shall be terminated, and the site will return to current contract conditions. This in no way inhibits the District's rights described under Article II.

12. The preceding process shall be completed before any waiver to the Master Agreement is implemented.

D. GENERAL WAIVER PROVISIONS

1. Ratified Master Agreement waivers are specific to each site and shall not be mandated at any other site within the District.

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 workday may vary based on the duties and responsibilities associated with the TOSA position.

2. The TOSA shall work 183 days plus a maximum of 17 additional days paid at the TOSA's per diem rate. The per diem rate shall be based on the TOSA's normal placement on the TEA Certificated Salary Schedule. The number of additional days shall be determined by the TOSA's supervisor. A work calendar shall be jointly developed by the supervisor and the TOSA on an annual basis, in writing.

3. Any additional stipend shall be determined jointly by the District and the Association for each TOSA position.

4. Any TOSA who is working less than full time will receive a pro rata stipend depending on the percentage of his/her assignment.

C. TOSA POSITIONS

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

2. Openings for TOSA positions shall be posted and filled following the same procedures used for filling all other certificated positions in the District.

3. TOSAs shall not evaluate other unit members.

4. 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. STIPENDS

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.

By affixing their signatures on this agreement, the signatories warrant that they have the express authority of their respective bodies to approve and execute this agreement.

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.

A. WORK HOURS AND SCHEDULES

1. Unit members assigned to Tracy Independent Study Charter School shall follow the instructional and work-year calendar for grades 6-12, currently designated as the M3 calendar. 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

6. Unit members assigned to Tracy Independent Study Charter School shall conduct parent conferences to be held during the conference week designated on the TUSD traditional (instructional) calendar. These conferences shall be flexibly scheduled to accommodate the availability and preferences of both the teacher and the parent. Conferences may occur during or outside of the regular instructional day and shall be collaboratively arranged to ensure meaningful communication and engagement with families. Conferences may be held virtually or in person

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.

ARTICLE XL
DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT

A. This agreement shall be effective upon ratification and execution and shall continue in effect through June 30, 2026.

B. The Association shall submit to the District any time prior to March 15, 2026, a proposal for a successor Agreement. The District shall respond to such proposal for a successor Agreement no later than thirty (30) days after receipt of the Association's initial proposal. With the agreement of both the District and the Association, either party may request and be granted an extension to the timeline for submitting a successor agreement.

For the 2024-2025 school year there shall be two re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

For the 2025-2026 school year there shall be two re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

The purpose of Special Education Appendix I is to provide a central source for specific Special Education related language contained throughout this 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.

C. Six (6) representatives of the Association shall have the right to receive release time without loss of compensation when meeting and negotiating under the provisions of this Article. The Association may name alternate negotiating representatives. However, for release time for both regular and alternate representatives: two (2) days prior notice is necessary.

D. Negotiations shall take place at mutually agreeable times and places. For the duration of this contract, negotiations shall normally take place from 8:30 am to 4:00 pm.

E. The parties shall establish any additional and necessary ground rules at the first negotiation meeting scheduled.

F. It is intended that the negotiation procedures set forth in this Article will result in an agreement as soon as practicable. If an impasse is reached before that date, the impasse procedures outlined in Government Code Section 3548 shall be followed.

G. The Association and the District may utilize the services of outside consultants to assist in negotiations.

H. Tentative agreement on any matter under negotiation shall be construed to have occurred when reduced to writing and initialed by both parties.

I. After the District and the Association have reached tentative agreement on all matters being negotiated, the complete agreement shall be submitted to bargaining unit members and subsequently the Board of Trustees of the District for consideration and approval prior to implementation.

ARTICLE XLI
EFFECT OF CONTRACT

A. It is understood and agreed that the specific provisions contained in this contract shall prevail over any past District practice or procedure and shall prevail over state law to the extent permitted by state law. In the absence of a specific provision in this contract, any past practice or procedure is hereby declared to be discretionary on the part of the District.

ARTICLE XLII
COMPLETION OF MEET AND NEGOTIATE PROCESS

A. Except as otherwise expressly provided in this agreement, during the term of this agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this contract or not, even though such subject matter may not have been within the knowledge or contemplation of either the District or the Association at the time they met and negotiated and executed this Agreement. Any meet and negotiate session to amend, modify or change this Agreement shall take place as contained in Article XXXIX: Duration and Procedure for Modifying this Agreement.

B. Improvements in employment benefits affecting unit members which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated in this Agreement. The term "employment benefits" shall not be interpreted to include any expansion of the scope of representation.

ARTICLE XLIII
SUPPORT OF AGREEMENT

A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, the Association shall support this agreement for its term and shall encourage its members, agents and unit members to also support this agreement. The Association shall not appear before the Board of Trustees of the District to seek any change or improvement in any matter governed by this Agreement. The Board of Trustees of the District and the District's leadership/management group shall likewise support this agreement and shall not seek any change or reduction in any matter governed by this agreement at any public meeting of the Board of Trustees of the District.

B. The provisions of this Article shall not apply to those portions of this agreement which may hereafter be reopened for negotiation during the term of this contract for the period during which such negotiations shall take place as hereinafter provided.

DATED:_____

TRACY UNIFIED SCHOOL DISTRICT	TRACY EDUCATORS ASSOCIATION
_____	_____
Robert Pecot, Ed.D. Superintendent	Anthony Irizarry TEA President
_____	_____
Tammy Jalique Associate Superintendent of Human Resources	John Moss TEA Negotiating Chairperson

APPENDIX A

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective July 1, 2024
4.0% Increase (183 days)
(For unit members with less than 30 semester units above a BA or with an emergency, intern or waiver credential)

STEP	CLASS I BA OR CTE AUTHORIZATION	CLASS II BA + 15 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 562 HOURS	CLASS III BA + 30 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1125 HOURS	CLASS IV BA + 45 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1687 HOURS	CLASS V BA + 60 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2250 HOURS	CLASS VI BA + 75 OR POSSESSION OF CTE AUTHORIZATION & COUSEWORK EQUIVALENT TO A MINIMUM OF 2812 HOURS	STEP
1	$ 64,685	$ 64,685	$ 64,685	$ 64,685	$ 64,685	$ 64,685	1
2	$ 64,685	$ 64,685	$ 64,685	$ 64,848	$ 64,848	$ 64,848	2
3	$ 64,685	$ 64,685	$ 64,685	$ 67,555	$ 71,604	$ 71,604	3
4	$ 64,685	$ 64,685	$ 66,201	$ 70,257	$ 74,303	$ 78,363	4
5	$ 64,685	$ 64,848	$ 68,904	$ 72,959	$ 77,010	$ 81,061	5
6	$ 64,685	$ 67,555	$ 71,604	$ 75,656	$ 79,707	$ 83,771	6
7	$ 66,201	$ 70,257	$ 74,303	$ 78,363	$ 82,412	$ 86,469	7
8	$ 68,904	$ 72,959	$ 77,010	$ 81,061	$ 85,118	$ 89,170	8
9	$ 71,604	$ 75,656	$ 79,707	$ 83,771	$ 87,822	$ 91,870	9
10		$ 78,363	$ 82,412	$ 86,469	$ 90,523	$ 94,572	10
11				$ 89,165	$ 93,226	$ 97,271	11
12						$ 99,976	12
15						$ 102,485	15
18						$ 105,686	18
21						$ 109,373	21
24						$ 114,973	24
27						$ 119,534	27

*Adjusted minimum salary **$64,685** for unit members with less than 30 semester units above a BA or with an emergency, intern or waiver credential

$2,499 Stipend (3.69% of the non-adjusted Class III, Step 1 Salary Schedule B) for the following:

- Doctorate Degree (Ph.D.)
- Masters Degree
- Alternative Education Unit members

- District identified Bilingual Classroom Unit members
- ESL Unit members
- Designated ELD classroom unit members
- Resource Unit members
- Reading Specialists
- Technology Support Advisors
- Unit members teaching a combo class at grades 4 and 5, excluding SDC, RSP and other Special Education classes or other specialized programs

$3,385 Stipend (5.0% of the non-adjusted Class III, Step 1 Salary Schedule B) for Special Education Unit Members. This stipend is only afforded to unit members who hold an appropriate Special Education credential and who hold a Special Education assignment.
Compensation for Class Coverage will be paid at the rate of $75.00 per hour or period as applicable. This class coverage rate is in accordance with an MOU between TUSD and TEA that expires June 30th, 2025. At which time class coverage values will revert back to the original class coverage rate.

On July 1 of the year after which 24 years of service with Tracy Unified School District have been completed, and extending through June 30th of the 27th year of service, unit members will receive a longevity increase of $1,750.

On July 1 of the year after which 27 years of service with Tracy Unified School District have been completed, and extending thereafter, unit members will receive a longevity increase of $1,750.

APPENDIX A

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective July 1, 2025
4.0% Increase (184 days)
(For unit members with less than 30 semester units above a BA or with an emergency, intern or waiver credential)

STEP	CLASS I BA OR CTE AUTHORIZATION	CLASS II BA + 15 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 562 HOURS	CLASS III BA + 30 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1125 HOURS	CLASS IV BA + 45 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1687 HOURS	CLASS V BA + 60 OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2250 HOURS	CLASS VI BA + 75 OR POSSESSION OF CTE AUTHORIZATION & COUSEWORK EQUIVALENT TO A MINIMUM OF 2812 HOURS	STEP
1	$ 65,038	$ 65,038	$ 65,038	$ 65,038	$ 65,038	$ 65,038	1
2	$ 65,038	$ 65,038	$ 65,038	$ 65,202	$ 65,202	$ 65,202	2
3	$ 65,038	$ 65,038	$ 65,038	$ 67,924	$ 71,995	$ 71,995	3
4	$ 65,038	$ 65,038	$ 66,563	$ 70,641	$ 74,709	$ 78,791	4
5	$ 65,038	$ 65,202	$ 69,281	$ 73,358	$ 77,431	$ 81,504	5
6	$ 65,038	$ 67,924	$ 71,995	$ 76,069	$ 80,143	$ 84,229	6
7	$ 66,563	$ 70,641	$ 74,709	$ 78,791	$ 82,862	$ 86,942	7
8	$ 69,281	$ 73,358	$ 77,431	$ 81,504	$ 85,583	$ 89,657	8
9	$ 71,995	$ 76,069	$ 80,143	$ 84,229	$ 88,302	$ 92,372	9
10		$ 78,791	$ 82,862	$ 86,942	$ 91,018	$ 95,089	10
11				$ 89,652	$ 93,735	$ 97,803	11
12						$ 100,522	12
15						$ 103,045	15
18						$ 106,264	18
21						$ 109,971	21
24						$ 115,601	24
27						$ 120,187	27

*Adjusted minimum salary **$65,038** for unit members with less than 30 semester units above a BA or with an emergency, intern or waiver credential

$2,512 Stipend (3.69% of the non-adjusted Class III, Step 1 Salary Schedule B) for the following:

- Doctorate Degree (Ph.D.)
- Masters Degree
- Alternative Education Unit members

- District identified Bilingual Classroom Unit members
- ESL Unit members
- Designated ELD classroom unit members
- Resource Unit members
- Reading Specialists
- Technology Support Advisors
- Unit members teaching a combo class at grades TK-5, excluding SDC, RSP and other Special Education classes or other specialized programs
-

$3,404 Stipend (5.0% of the non-adjusted Class III, Step 1 Salary Schedule B) for Special Education Unit Members. Compensation for Class Coverage will be paid at the rate of $75.00 per hour or period as applicable. This class coverage rate is in accordance with an MOU between TUSD and TEA that expires June 30th, 2023. At which time class coverage values will revert back to the original class coverage rate.

On July 1 of the year after which 24 years of service with Tracy Unified School District have been completed, and extending it through June 30th of the 27th year of service, unit members will receive a longevity increase of $1,750.

On July 1 of the year after which 27 years of service with Tracy Unified School District have been completed, and extending it thereafter, unit member will receive a longevity increase of $1,750.

APPENDIX B

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective July 1, 2024
4.0% increase (183 days)
(For unit members with BA + 30 and a valid California Teaching Credential)

STEP	CLASS III BA + 30 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1125 HOURS	CLASS IV BA + 45 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1687 HOURS	CLASS V BA + 60 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2250 HOURS	CLASS VI BA + 75 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2812 HOURS	STEP
1	$67,718	$70,072	$72,513	$75,034	1
2	$68,898	$71,254	$73,693	$76,214	2
3	$70,076	$72,515	$75,035	$77,647	3
4	$72,515	$75,035	$77,647	$80,351	4
5	$75,035	$77,647	$80,351	$83,147	5
6	$77,647	$80,351	$83,147	$86,040	6
7	$80,351	$83,147	$86,040	$89,034	7
8	$83,147	$86,040	$89,034	$92,133	8
9	$86,040	$89,034	$92,133	$95,340	9
10	$89,034	$92,133	$95,340	$98,655	10
11		$95,340	$98,655	$102,090	11
12				$105,644	12
14				$109,318	14
16				$113,123	16
18				$117,061	18
20				$121,136	20
22				$125,350	22

$2,499 Stipend (3.69% of the non-adjusted Class III, Step 1 Salary Schedule B) for the following:

- Doctorate Degree (Ph.D.)
- Masters Degree

- Alternative Education Unit members
- District identified Bilingual Classroom Unit members
- ESL Unit members
- Designated ELD classroom unit members
- Resource Unit members
- Reading Specialists
- Technology Support Advisors
- Unit members teaching a combo class at grades 4 and 5, excluding SDC, RSP and other Special Education classes or other specialized programs

$3,385 Stipend (5.0% of the non-adjusted Class III, Step 1 Salary Schedule B) for Special Education Unit Members. This stipend is only afforded to unit members who hold an appropriate Special Education credential and who hold a Special Education assignment.

Compensation for Class Coverage will be paid at the rate of $75.00 per hour or period as applicable. This class coverage rate is in accordance with an MOU between TUSD and TEA that expires June 30th, 2025. At which time class coverage values will revert back to the original class coverage rate.

On July 1 of the year after which 24 years of service with Tracy Unified School District have been completed, and extending through June 30th of the 27th year of service, unit members will receive a longevity increase of $1,750.
On July 1 of the year after which 27 years of service with Tracy Unified School District have been completed, and extending thereafter, unit members will receive a longevity increase of $1,750.

APPENDIX B

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective July 1, 2025
4.0% increase (184 days)
(For unit members with BA + 30 and a valid California Teaching Credential)

STEP	CLASS III BA + 30 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1125 HOURS	CLASS IV BA + 45 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 1687 HOURS	CLASS V BA + 60 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2250 HOURS	CLASS VI BA + 75 & Valid California Teaching Credential OR POSSESSION OF CTE AUTHORIZATION & COURSEWORK EQUIVALENT TO A MINIMUM OF 2812 HOURS	STEP
1	$68,088	$70,455	$72,909	$75,444	1
2	$69,274	$71,643	$74,096	$76,630	2
3	$70,459	$72,911	$75,445	$78,071	3
4	$72,911	$75,445	$78,071	$80,790	4
5	$75,445	$78,071	$80,790	$83,601	5
6	$78,071	$80,790	$83,601	$86,510	6
7	$80,790	$83,601	$86,510	$89,521	7
8	$83,601	$86,510	$89,521	$92,636	8
9	$86,510	$89,521	$92,636	$95,861	9
10	$89,521	$92,636	$95,861	$99,194	10
11		$95,861	$99,194	$102,648	11
12				$106,221	12
14				$109,915	14
16				$113,741	16
18				$117,701	18
20				$121,798	20
22				$126,035	22

$2,512 Stipend (3.69% of the non-adjusted Class III, Step 1 Salary Schedule B) for the following:

- Doctorate Degree (Ph.D.)
- Masters Degree
- Alternative Education Unit members
- District identified Bilingual Classroom Unit members
- ESL Unit members

- Designated ELD classroom unit members
- Resource Unit members
- Reading Specialists
- Technology Support Advisors
- Unit members teaching a combo class at grades TK- 5, excluding SDC, RSP and other Special Education classes or other specialized programs
-

$3,404 Stipend (5.0% of the non-adjusted Class III, Step 1 Salary Schedule B) for Special Education Unit Members. Compensation for Class Coverage will be paid at the rate of $75.00 per hour or period as applicable. This class coverage rate is in accordance with an MOU between TUSD and TEA that expires June 30th, 2023. At which time class coverage values will revert back to the original class coverage rate.

On July 1 of the year after which 24 years of service with Tracy Unified School District have been completed, and extending it through June 30th of the 27th year of service, unit members will receive a longevity increase of $1,750.
On July 1 of the year after which 27 years of service with Tracy Unified School District have been completed, and extending it thereafter, unit member will receive a longevity increase of $1,750.

APPENDIX C

TRACY ADULT SCHOOL SALARY SCHEDULE
PART-TIME UNIT MEMBERS

Two semesters of successful Adult School teaching experience will be required for advancement to the next higher step on the schedule. Generally, 48 hours or more of teaching during a semester will constitute a semester of teaching experience.

New Adult School instructors with two or more semesters of successful teaching experience in Adult Education will be placed on Step 2 of the schedule below.

Part-time teaching in Adult Education shall be considered less than 25 hours a week.

One hour of sick leave shall be granted for each 15 hours of instruction for part-time Adult School unit members.

Effective July 1, 2024
4.0% Increase

STEP	LESS THAN B.A.	B.A. OR VOCATIONAL CREDENTIAL	VOCATIONAL CREDENTIAL WITH B.A. OR B.A. + 45 OR M.A.	B.A. + 75 OR M.A. + 30
1	$39.50	$43.70	$44.87	$46.65
2	$41.29	$46.68	$47.25	$47.84
3	$43.69	$47.84	$49.68	$53.81

APPENDIX D

TRACY UNIFIED SCHOOL DISTRICT
HOURLY SALARY SCHEDULE

Effective July 1, 2024
4.0% Increase

ALL UNIT MEMBERS
$48.51

APPENDIX E

TRACY UNIFIED SCHOOL DISTRICT
SUPPLEMENTAL INSTRUCTION

SUPPLEMENTAL INSTRUCTION HOURLY RATE Effective July 1, 2024 4.0% Increase
$50.60

1. Supplemental instruction programs include but are not limited to:

   Summer School
   Multi-Track Year Round Intersession
   Delta Island Intersession
   ELD Institute
   Kindergarten Camp
   Before/After School Intervention Program

2. Unit members who teach summer school and/or intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 hours (equivalent to 12 sick days per 183 contract days) for each contracted hour of intersession and/or summer school session.

3. Unit members who teach in a supplemental instruction program may use one (1) day of accumulated sick leave per each ten (10) contracted program work days. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted supplemental instruction program work day.

4. Unit members of the Tracy Unified School District will be given first priority for supplemental instruction teaching positions, so long as it is compliant with state/federal law.

5. District procedures and criteria for selecting summer school teachers shall be distributed to unit members at the time of advertisement and applications for summer school positions.

6. Unit members hired for regular education classes during the summer school session will be notified by May 15. Unit members hired for special education classes during the summer school session will be notified by June 1.

APPENDIX F

A. HIGH SCHOOL COACHING ASSIGNMENTS

Percent of Base is defined as the non-adjusted Class III, Step 1 of the Certificated Salary Schedule B, rounded to the nearest dollar.

	% of Base	# of Coaches
Baseball		
Varsity*	11.07%	1
Soph.*	8.86%	1
Frosh.*	7.38%	1
Basketball		
Varsity***	11.07%	1
Soph.***	8.86%	1
Frosh.***	7.38%	1
Cross Country		
Varsity	11.07%	1
Asst. Coach		1
Flag Football		
Varsity	11.07%	1
Frosh/Soph.	7.38%	1
Football		
Varsity*	14.03%	1
Asst. Varsity*	9.60%	3
Soph.*	11.07%	1
Asst. Soph*	8.86%	2
Frosh*	10.34%	1
Asst. Frosh*	8.86%	2
Golf***		
Varsity	7.38%	1
Gymnastics		
Head Coach	7.38%	1
Soccer***		
Varsity	11.07%	1
Frosh/Soph	7.38%	1
Softball		
Varsity**	11.07%	1
Soph.**	8.86%	1
Frosh**	7.38%	1

A. HIGH SCHOOL COACHING ASSIGNMENTS (Continued)	% of Base	# of Coaches
Swimming		
Varsity	9.60%	1
Assistant	7.38%	2

*BOYS TEAMS
**GIRLS TEAMS
***SEPARATE COACHES FOR BOYS AND GIRLS TEAMS

Tennis***		
Varsity	7.38%	1
Track		
Head Coach	11.07%	1
Assist. Coach	8.86%	4
Volleyball		
Varsity**	11.07%	1
Soph.**	8.86%	1
Frosh**	7.75%	1
Water Polo		
Head Coach	11.07%	1
Assist Coach	7.38%	1
Wrestling		
Head Coach*	11.07%	1
Assist Coach*	7.38%	1

B. K-8 COACHING ASSIGNMENTS 1.85%

1.85% of non-adjusted Class III, Step 1 of the Certificated Salary Schedule B shall be awarded for coaches of District sponsored Elementary and Middle School teams for EACH team coached.

C. HIGH SCHOOL SPECIAL ASSIGNMENTS SCHEDULE

Percent of Base is defined as the non-adjusted Class III, Step 1 of the Certificated Salary Schedule B, rounded to the nearest dollar.

Yearbook		
High School Yearbook	11.07%	
Speech Coach		
Dollar amount per tournament to a maximum of 20	0.55%	X # of tournaments
Drama Coach		
2.21% per production to a maximum of 3	2.21%	

C. HIGH SCHOOL SPECIAL ASSIGNMENTS SCHEDULE (cont.)

	% of Base	
Band Director		
Marching Band	6.64%	
Pep Band	2.21%	
Symphonic Band	2.21%	
Solo & Ensembles	2.21%	
Orchestra Director	5.17%	
Vocal Music Director	7.38%	
Pep Squad Advisor	5.54%	(2 Stipends--1 following FB; 1 May 10)
Assistant Pep Squad Advisor	4.43%	(2 Stipends--1 following FB; 1 May 10)
Athletic Director	14.76%	
Student Newspaper Advisor	6.27%	
Dance/Drill Team Advisor	3.69%	(2 stipends--one for each season)
Academic Decathlon	3.69%	
Activities Director	14.76%	
Drivers Education	3.69%	
Special Education District Wide Activities		
Special Olympics Coordinator (One district-wide position per year)	5.535%	
Special Education Prom Coordinator (One district-wide position per year)	5.535%	

In the event two or more unit members mutually agree to perform these tasks, the above stipend(s) shall be shared equally among the unit members performing the associated duties. Events require prior district approval.

Science Camp

$100 per night, up to 4 nights

Supervisor in Charge of Tickets (Football)	$80 per game night
Ticket Selling - First Window	$70 per game night
Ticket Selling - Second & Third Windows	$60 per game night

C. HIGH SCHOOL SPECIAL ASSIGNMENTS SCHEDULE (Continued)

Visitors' Locker Room, Supervision & Bus Chaperones	$60 per game night
Time, Score Board, Photographer (game movies), P.A. Systems, Ticket Taker, Boys' Locker Room Supervision, & Supervision North, East, South and West Football Field	$60 per game night

Time/scoreboard keepers and those individuals providing supervision at multiple event football and basketball game nights shall be compensated at a rate of $60 per game night.

*Ticket Selling Window(s) may be utilized when non-digital platforms are used for ticket sales. If all ticket sales for a designated event are digital, ticket selling window positions may not be utilized at administrator discretion.

Continuation High School Coaching Assignments

The following sports are currently recognized as approved by the District:

- Basketball
- Dodgeball
- Flag Football
- Soccer
- Volleyball

Head Coach, 4.0% per sport per year.

Assistant Coach 2.0% per sport per year.
Intramural Coordinator, stipend 3%, per year to include:

- Collaborate with coaching staff regarding student eligibility.
- Coordinate all home events including but not limited to facility requests, officiating staff, etc.
- Coordinate with coaching staff to ensure away game needs have been met, such as transportation, etc.
- Collaborate with administration regarding program effectiveness and provide input for coaching staff evaluation.
- Submit proposals for new sports to site and District administration for approval prior to implementation. No new sports are to be added without prior District-level approval.
- Intramural Coordinator may serve as coach, with District-level approval, if a coaching vacancy continues.

D. 6-8 SPECIAL ASSIGNMENTS SCHEDULE

Percent of Base is defined as the non-adjusted Class III, Step 1 of the Certificated Salary Schedule B, rounded to the nearest dollar.

Yearbook Advisors	3.69%
Newspapers Advisors	3.69%
Activity/Student Government Advisors	3.69%
Band Director	3.69%
Choir Director	3.69%
Drama (K-8 & 6-8) (per production; maximum of 2)	1.85%
Orchestra Director	3.69%
Spirit Leader Advisor	3.69%
Science Coordinator (Freiler)	3.69%
Dance Coordinator (Poet Christian) (per production; maximum of 2)	1.85%

CSTP 1: Engaging and Supporting All Students in Learning

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher collects information about each student to support and activate a learning approach reinforcing their participation, engagement, connection, and sense of belonging.	The teacher explores the use of information about each student to support and activate a learning approach that reinforces their participation, engagement, connection, and sense of belonging.	The teacher applies information about each student to support and activate learning approaches that strengthen and reinforce their participation, engagement, connection, and sense of belonging.	The teacher integrates a variety of information about each student into the supports and learning approaches that strengthen and reinforce their participation, engagement, connection, and sense of belonging.	The teacher designs and implements innovative learning approaches based on analyzing diverse information about every student, maximizing participation, engagement, connection, and a deep sense of belonging.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher creates a safe and caring environment that supports students' learning and is developmentally appropriate.	The teacher uses a variety of approaches to create a safe, inclusive, and caring environment that supports students' learning and affirms identity	The teacher maintains a safe, caring, and intellectually stimulating environment that supports students' learning and promotes equity and inclusivity.	The teacher consistently maintains, adjusts, and responds to student needs within the learning environment to advance equity, inclusivity, and student agency.	The teacher shares responsibility with students in maintaining a mutually respectful, supportive, and challenging learning environment that empowers students as co-creators and promotes equity on a broad scale.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engage and challenge students to develop the academic and social-emotional knowledge and skills required to become competent and resourceful learners.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher demonstrates a basic understanding of standards and frameworks and begins to gather and organize resources to support content, processes, and materials.	The teacher begins to explore standards and frameworks to incorporate content, processes, materials, and resources into curricula to engage students in learning.	The teacher consistently addresses standards and frameworks to facilitate learning using culturally and linguistically responsive practices and resources that engage and challenge students to develop academic, linguistic, and social-emotional skills.	The teacher integrates various culturally and linguistically responsive curricula, instructional strategies, assessment methods, and student support systems to foster students' learning, critical thinking, and development.	The teacher extends and innovates the curricula by collaborating with students to incorporate culturally and linguistically sustaining practices, materials, and resources that empower students to become self-directed, competent, and resourceful learners who can thrive in diverse environments.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students

Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social-emotional development.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher demonstrates a basic understanding of the need to set and follow a purposeful direction for instruction and plans learning experiences that foster student development.	The teacher begins to intentionally plan and enact learning activities that build on student strengths and experiences and support students' academic, linguistic, and social-emotional development.	The teacher consistently sets a purposeful direction for instruction and learning activities that build on student strengths with accessible, challenging, and relevant learning experiences that foster each student's academic, linguistic, and social-emotional development.	The teacher monitors and adjusts instruction and assessment methods to create a comprehensive, accessible learning environment where students are challenged with relevant experiences that support and promote their academic, linguistic, and social-emotional growth.	The teacher refines and extends the learning experience by incorporating student-centered practices, materials, and resources that empower students to become self-directed learners who set purposeful goals and pursue challenging and relevant learning experiences that foster their academic, linguistic, and social–emotional development.

CSTP 5: Assessing Students for Learning

Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher develops routines utilizing limited assessment strategies that provide insight into students' skills, interests, and learning needs to inform instruction.	The teacher employs diverse formative and summative assessments to understand student progress and interests, using this data to guide instruction and improve learning outcomes, though the impact is still developing.	The teacher employs diverse, equitable assessment methods, uses data to tailor instruction, encourages students in self-evaluation, collaborates with colleagues to support all learners, and maintains comprehensive progress records.	The teacher integrates multiple assessment measures, engages students in self-assessment, and collaborates with colleagues to analyze data and improve equitable learning outcomes.	The teacher collaborates in schoolwide assessment and data practices, advocates for equity and cultural responsiveness, models effective strategies, and partners with interest holders to promote student growth and continuous improvement while empowering families as data partners.

CSTP 6: Developing as a Professional Educator

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

1 - Unsatisfactory	2 - Emerging	3 - Exploring	4 - Applying	5 - Integrating	6 - Innovating
Little or no evidence of emerging traits is demonstrated.	The teacher demonstrates awareness of professional reflection, participates in growth activities, complies with standards, and has an emerging understanding of equity and positive learning environments.	The teacher integrates professional learning into practice, fosters a collaborative environment, responds to feedback, and prepares for leadership roles to enhance student learning.	The teacher actively implements professional learning, sets goals, models reflection, and individualizes instruction to improve teaching effectiveness and to meet student needs.	The teacher models professionalism, promotes equity and compliance, integrates research to improve outcomes, balances self-care with professional growth, and contributes positively to the professional community while supporting others' development.	The teacher models reflective practice, ethical behavior, and continuous growth. The teacher leads equity initiative collaboration and professional development. The teacher advocates for students' needs and rights. The teacher supports colleagues in improving their practices and leveraging diverse expertise to enhance student learning and well-being.

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL OBSERVATION

☐ INFORMAL OBSERVATION ☐ FORMAL INTERIM EVALUATION

Evaluatee _____ Position _____ School _____

Observation Date _____ Peer Assistance and Review (PAR) Program ☐ Yes ☐ No

Status: ☐ Intern Prob 0 ☐ Temporary ☐ PIP/STSP Prob 0 ☐ Probationary I ☐ Probationary II ☐ Permanent

If Evaluatee is on 5-year cycle, please indicate year on cycle: Year 3 ☐ Year 5 ☐

Evaluator _____ Position _____ School Year _____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD I – Engaging and Supporting All Students in Learning: Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning. B. Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning. C. Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. D. Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee Name_____Year_____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD II - Creating and Maintaining Effective Environments for Student Learning: Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth. B. Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive. C. Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. D. Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee Name_____ Year_____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD III - Understanding and Organizing Subject Matter for Student Learning: Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development. B. Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. C. Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth. D. Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. E. Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee Name_____Year_____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students: Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests. B. Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. C. Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. D. Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee Name_____Year_____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD V - Assessing Students for Learning: Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. B. Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning. C. Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. D. Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee Name_____Year_____

Ratings: ***Unsatisfactory = 1;*** ***Emerging = 2;*** ***Exploring = 3;*** ***Applying = 4;*** ***Integrating = 5;*** ***Innovating = 6***

STANDARD VI – Developing as a Professional Educator: Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.	
STANDARD ELEMENT	**COMMENDATIONS/RECOMMENDATIONS/EVIDENCE**
A. Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. B. Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. C. Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. D. Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. E. Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being. F. Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. G. Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	
NUMERIC RATING FOR STANDARD	**CATEGORY BASED ON NUMERIC RATING**

Evaluatee's Signature Date Evaluator's Signature Date

OBSERVATION FORM
TRACY UNIFIED SCHOOL DISTRICT

DATE: _____ TEACHER: _____

TIME: _____ SCHOOL: _____

OBSERVATION DATA

TRACY UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL OBSERVATION
FINAL EVALUATION

☐ INFORMAL OBSERVATION ☐ FORMAL INTERIM EVALUATION

Evaluatee _____ Position _____ School _____

Observation Date _____ Peer Assistance and Review (PAR) Program ☐ Yes ☐ No

Status: ☐ Intern Prob 0 ☐ Temporary ☐ PIP/STSP Prob 0 ☐ Probationary I ☐ Probationary II ☐ Permanent

If Evaluatee is on 5-year cycle, please indicate year on cycle: Year 3 ☐ Year 5 ☐

Evaluator _____ Position _____ School Year _____

Final rating is determined by calculating the average of the rating received in each standard for all evaluations in the given year.
Unsatisfactory = 1 – 1.75; Emerging = 1.76 – 2.5; Exploring = 2.51-3.5; Applying = 3.51-4.5; Integrating = 4.51-5.5; Innovating = 5.51-6

STANDARD	**Rating**	**Commendations/Recommendations/Evidence**
I – Engaging and Supporting All Students in Learning		
II – Creating and Maintaining Effective Environments for Student Learning		
III – Understanding and Organizing Subject Matter for Student Learning		
IV – Planning Instruction and Designing Learning Experiences for All Students		
V – Assessing Students for Learning		
VI – Developing as a Professional Educator		

Interim Evaluation #1 (date): Interim Evaluation #2 (date): Informal Observation date/s):

_____ _____

Evaluatee's Signature Date Evaluator's Signature Date

FINAL EVALUATION RECOMMENDATION:

Continued Services: Recommended _____ Recommended with Reservation _____ Not Recommended _____

APPENDIX H

SUPPLEMENTAL SALARY INFORMATION

A. Unit members may enter the Tracy Unified School District up to step 15 following verification of fourteen (14) years prior experience. For the purpose of initial placement on the salary schedule, the change in the maximum number of years of verified prior experience as outlined above shall become effective July 1, 2000. The revision in the maximum number of accepted and verified years of prior experience shall not be retroactive.

B. Units verified by September 1st will apply to change in salary classification.

C. The schedule is based upon semester units. Convert quarter units to semester equivalent value by factor of two-third (2/3) (three (3) quarter units equal two (2) semester units).

D. 7 – 8 grade department chairperson shall receive additional pay as follows 5.17% stipend of Class III, Step I non-adjusted Salary Schedule B for first three members plus 0.74% for each additional member to a maximum of 11.07%. Assistant Chairpersons shall receive same except 3.69% instead of 5.17% of Class III, Step I non-adjusted Salary Schedule B. Chairperson and assistant chairperson are included in department membership. When number of department members includes a fraction, next higher whole number is used in determining the percentage factor. Department chairpersons and assistant chairpersons shall serve the total number of school days in the school year and five (5) additional days.

E. 9 – 12 grade department chairperson shall receive additional pay as follows: 5.72% of Class III, Step I non-adjusted Salary Schedule B for first three members plus 0.74% for each additional member to a maximum of 11.07%. Assistant Chairpersons shall receive same except 4.24% instead of 5.72% of Class III, Step I non-adjusted Salary Schedule B. Chairperson and assistant chairperson are included in department membership. When number of department members includes a fraction, next higher whole number is used in determining the percentage factor. (Department chairpersons and assistant chairpersons shall serve the total of 184 days, unless they are a first year unit member. First year unit members who serve as department chairs shall serve 186 days.)

F. Unit members assigned to Saturday School shall be compensated at the unit member's hourly per diem rate of pay. (See Article VII.G.)

G. Unit members performing home teaching services shall be placed on the appropriate step of the Hourly Salary Schedule (see appendix D). Step advancement for home teaching shall be permitted upon completion of two semesters of home teaching. Generally, 48 hours of home teaching during a semester will constitute a semester for such purposes.

H. VEA and Work Experience supervisors shall be placed on the Hourly Salary Schedule (See Appendix D).

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-four (184), of which one hundred eighty (180) will be instructional and 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-six (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	4	yes	contract year
TTIP* Staff Devel.	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	190		

*TTIP – Tracy Teacher Induction Program

3. Contingent upon receiving funding from the state, an additional 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 teams for TEA and the district will meet to determine the daily rate. Unit members who choose not to attend the 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 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 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 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 (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:

      vi. Death or serious illness of a member of his/her immediate family

      vii. Accident, involving his/her person or property or the person or property of a member of his/her immediate family

      viii. Religious observances for recognized and established holy days

      ix. 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

      x. Urgent personal family business which necessitates the unit member's immediate attention during normal business working hours

      xi. 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

      xii. 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. Alternative Education Unit members
d. ESL Unit members
e. Designated ELD classroom unit members
f. Resource unit members

g. Reading Specialists
h. Unit members possessing a bilingual competency certificate or the equivalent and teaching in a District identified Bilingual classroom
i. Technology Support Advisors
j. Support Room teachers (shall teach at least 60% in that assignment to receive a prorated share of the stipend)
k. Unit members teaching a combo class at grades 4 and 5, excluding SDC, RSP and other Special Education classes or other specialized programs
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.

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.

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.

8. English Language Learning Program Specialist--No stipend.

9. Special Education Inclusion Specialist--14.76% stipend of Class III, Step I non-adjusted salary schedule B.

10. Special Education Curriculum/Behavioral Specialist--14.76% stipend of Class III, Step I non-adjusted salary schedule B.