

**TENTATIVE  
AGREEMENT**

**ARTICLE XII CLASS SIZE**

**February 22, 2019**

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

**ARTICLE XII  
CLASS SIZE**

1. Add the following paragraph as section F. This language will also be included in the Special Education, Appendix I of the Master Agreement:

**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.**

**GF. 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<sup>th</sup>) 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<sup>th</sup>/5<sup>th</sup> 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<sup>st</sup> four (4) week cycle when their average session exceeds 46 students by each additional two (2) students. The 4<sup>th</sup>/5<sup>th</sup> 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.

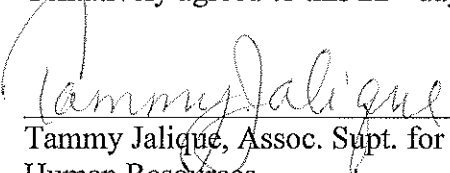
**HG. VOLUNTEERING TO EXCEED CLASS SIZE LIMITS**

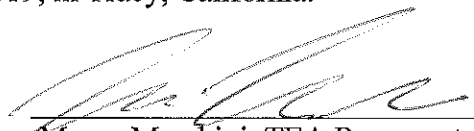
The unit member may request enrollment of students to exceed class size limits. If so, no class size compensation will be provided. Unit members volunteering to exceed class size limits may do so by completing the Agreement to Exceed Class Size Form. This form must be approved by the principal. If implemented, 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.

- III. 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.

Tentatively agreed to this 22<sup>nd</sup> day of February, 2019, in Tracy, California.

  
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Tammy Jalique, Assoc. Supt. for  
Human Resources

  
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Marco Marchini, TEA Representative