

TENTATIVE AGREEMENT
BETWEEN
Tracy Educators Association
And
Tracy Unified School District

ARTICLE VII
DUTIES

A. ASSIGNMENT OF SUBSTITUTES

1. For a reported absence of less than a half day, unit members may, if they choose to do so, attempt to obtain a preferred teacher (or teachers) to substitute for them from within their same subject matter or grade level. In such a case, the procedure is as follows:
 - a. Upon successfully obtaining a preferred teacher (or teachers), the unit member shall make a good faith effort to notify the site administration or designee of the teacher (or teachers) providing the coverage.
 - b. In the case that a unit member is unsuccessful in obtaining a preferred teacher (or teachers), the unit member shall notify the site administration or designee.
2. In the event a District substitute is unavailable, the administration shall cover the vacancy in order of priority as follows:
 - a. A unit member may voluntarily sign up to substitute during his/her preparation period or volunteer to take on additional students during their instructional day. These unit members will be asked, on a rotational basis, to substitute during their prep time or take on additional students on a school wide basis.
 - b. In the absence of volunteers, K-12 unit members may be required, on a rotational basis, to substitute or take on additional students twice during the first 90 instructional days of the school year and twice during the second 90 instructional days of the school year.
 - c. Unit members may be required to substitute or take on additional students more than twice in a 90-day period in case of emergency. During an emergency, unit members will be assigned to cover a vacancy or take on additional students on a rotational basis. The definition of an emergency is when a situation exists where a class is unavoidably uncovered, a District substitute is unavailable, and the District has attempted to recall to their classrooms, when feasible, teachers who are out on school business.

B. COMPENSATION FOR COVERAGE

1. Unit members who substitute during their preparation period shall be compensated at the Class Coverage pay rate, shown on Appendix B, in the following manner:
 - If the unit member works less than 30% of the period, the unit member shall receive 1/3 of the class coverage pay rate shown on Appendix B.
 - If the unit member works 30% or more of the period, the unit member shall receive compensation for a full class period.
2. K-12 unit members shall be compensated 1/30th of the District's Class Coverage pay rate as shown on Appendix B per hour, or portion thereof, for each student assigned to his/her class because a substitute is unavailable. Compensation will be based on the amount of time that the student(s) is under the direct supervision of the unit member.
3. The District Class Coverage pay rate shall be increased annually by the same percentage as the regular salary schedule for the duration of this contract. Unit members shall be compensated monthly within the Supplemental Pay System.
4. 4th and 5th grade teachers will be paid for the loss of prep when the music or PE teacher is unavailable and there is no sub. The unit member will be compensated at the class coverage rate identified in Appendix B.
5. Unit members teaching a combo class at grades **TK through 5** excluding SDC, RSP, and other Special Ed classes or other specialized programs will receive a stipend located in Appendix A and B.

C. COMPENSATION FOR VOLUNTARY ACTIVITIES

1. Unit members who are assigned and perform duties at the following activities will be compensated at the hourly rate shown on Appendix D.
 - a. High school Saturday graduation
 - b. Interviews/Recruitment outside contract hours at the hourly rate as shown on Appendix D.
 - c. W.A.S.C. accreditation time spent in meetings held on non-contract days will be compensated at the hourly rate shown on Appendix D for the time spent with the visiting committee, and with a minimum of 4 hours of compensation regardless of the time spent with the visiting committee. If the assignment exceeds 4 hours, the unit member will be compensated at the hourly rate shown on Appendix D for actual hours worked.

D. 8th GRADE PROMOTION

- a) Participation at 8th grade promotion during the normal contract day may be mandatory for unit members assigned promotion duties and shall be considered part of the normal contract day for compensation purposes. As determined by the site administrator, participation at 8th grade promotion outside of the normal contract day may be
 - a. voluntary, and unit members will not be compensated
 - b. scheduled as one of the three school-wide education activities which occur outside the normal contract day, and unit members will not be compensated
 - c. mandated, but if not one of the three school-wide education activities which occur outside the normal contract day, unit members will be compensated according to Appendix D, Hourly Salary Schedule

E. PROFESSIONAL DUTIES

- 1. In addition to assigned classroom teaching (or support service) duties, unit members shall continue to perform other reasonable professional duties, many of which may occur outside the normal on-site duty obligation. Such duties include but are not limited to: conferring and counseling with pupils, parents, staff, and administrators. K-8 unit members shall not be required to perform more than three (3) school-wide educational activities which occur outside of the regular contract day and high school unit members shall not be required to perform more than two (2) school-wide educational activities outside of the regular contract day. Such school-wide activities shall be identified by each school site at the beginning of each school year and shall conclude no later than 8:00 p.m. School sites may continue to hold program meetings after 8:00 p.m. if mutually agreed upon by the unit member(s) and site administration.
- b) An annual flexible workday, not to exceed 7 ½ hours nor scheduled to conclude later than 7:30 p.m., may be implemented for parent/teacher conferences. Elementary unit members shall conduct parent/teacher conferences at each site. The conferences will be flexibly scheduled between teacher/parent.
- c) Unit members will be given adequate time during the regular contract hours to maintain and update student cumulative folders.
- d) When a unit member leaves campus or returns to campus during their lunch, or when a unit member leaves campus or returns to campus during their prep period for school business, if that time falls during a period when students are present on campus during school hours, the unit member shall make a good faith effort to use an acceptable form of notification to notify their site administration or designee.

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

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

Sites may develop additional acceptable forms of notification.

F. SUPERVISION

1. The unit members of this District agree to continue to assist the administration in supervising students outside of the classroom as long as the administration shall support the unit members in performing such duties. The unit members and administrators of this District recognize that an efficient and successful school system requires supervision and discipline of students when students are outside the classroom. The District recognizes that the unit members of this District are professional educators, whose primary responsibility is the education and supervision of their students in and outside the classroom. Supervision and discipline are the responsibility of unit members and administrators. Supervision duties associated with night football, night basketball, and night dances shall be paid voluntary assignments.
2. Unit members at the middle schools shall not be required to perform supervision during the nutrition break, except in cases of emergency. Unit members teaching transitional kindergarten through 8th grade shall not be required to perform more than one (1) scheduled supervision duty per day unless mutually agreed upon between the unit member and their site administrator or designee, except in cases of emergency.
3. Unit members who travel during nutrition break shall be excluded from duties during nutrition break.
4. The District shall make a good faith effort to provide unit members with proper communication and safety equipment prior to performing supervision duties outside the classroom and while supervising students during in-house suspension.

G. SATURDAY SCHOOL

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

2. Assignment to Saturday School shall be voluntary and implemented on a rotational basis. For each Saturday School session, priority assignment will be given to unit members assigned to the site or sites at which the student attendees are enrolled. The rotation of these unit members will be assigned by the site principal or designee. If none of the volunteers from the participating schools are available on any given Saturday, assignments may be offered to interested unit members from other sites.
3. At each site where Saturday School is held, a minimum of two (2) certificated employees will be assigned, at least one of which must be a unit member.
4. Unit members assigned to Saturday School shall be compensated at the unit member's hourly per diem rate of pay. (Appendix H)

H. CONFERENCES

1. Dates for First Quarter/Trimester Parent Conferences and Annual IEP Reviews shall be scheduled in advance by the District.
2. The scheduling of other conference dates and times which may begin or end after the regular contract day, including IEP, 504, SST meetings and regular education parent conferences shall be scheduled within any legal parameters and/or District established timelines as follows:
 - a. Regular education parent conferences shall be scheduled by mutual consent of all parties. When mutual consent is not reached, unit members shall be notified at least five (5) days in advance and the meeting shall be held subsequent to that notification. Parent conferences shall normally be scheduled within regular contract hours.
 - b. IEP, SST and 504 meetings will be scheduled by the case manager or designated chairperson of the meeting and shall normally be scheduled within regular contract hours. The case manager or chairperson shall provide written notification at least five (5) days in advance and the meetings shall be held subsequent to that notification. General education teachers, as required by state and federal law, will participate in IEP meetings. Anticipated absences from IEP meetings due to compelling reasons must be cleared three (3) days in advance by the unit member's supervisor. If the administrator and the unit member cannot agree upon the reason as being compelling, the Assistant Superintendent for Human Resources will make the final decision. If the unit member's absence from the meeting is approved by his/her supervisor, then he/she shall provide a written progress report prior to the meeting being held. If the meeting is to exceed one (1) hour past the contract day, the unit member will be asked if they are willing to stay or wish to have the meeting rescheduled. If the unit

member cannot stay, then the unit member will either be excused or the meeting will be rescheduled.

3. In the event of an emergency, the site administrator will schedule a parent/teacher conference to take place as soon as possible after making a good faith effort to notify the unit member in advance.

I. CRISIS SITUATIONS

1. In a crisis situation, all certificated personnel shall be utilized in a cooperative effort to maintain safety and security on the campus. This shall be done in an effort to maintain a normal educational program. Under these conditions, assignments shall not be made which are unsafe to any unit member. A crisis situation, for the purpose of this paragraph, is defined as a clear and present danger of physical harm to students and staff.

J. ADJUNCT DUTIES

1. All unit members are required to perform site-based adjunct duties as part of their professional responsibilities. Adjunct duties are defined as those additional duties and responsibilities that are determined by school staff to be necessary to the operation of the school and District and/or enrich the school learning experience for students beyond the classroom. Adjunct duties, by definition, may vary from site to site.
2. The principal and unit members at each elementary and middle school site shall meet annually to jointly determine adjunct duties and the procedure to be used for distributing them among unit members on an equitable basis, to the extent possible. These decisions shall be confirmed by a majority vote. Individual sites may deem that extenuating circumstances exist for specific individuals when distributing adjunct duties on an equitable basis.
3. Adjunct duties at the high school level will be determined and assigned at each high school site in the District by an Adjunct Duty Committee.
 - a. An Adjunct Duty Committee will be comprised of one unit member representative per fifteen (15) or part of fifteen, unit members at each respective school site, plus three (3) site administrators.
 - b. Request for volunteers will go out on or before February 1. Should the ratio 1:15 not be established by February 15, the ratio will change to 1:20. The site Adjunct Duty Committee formation and decision-making process shall begin after February 1st of each school year and shall not extend beyond May 15th.

- c. The Adjunct Duty Committee will meet each school year. Its sole function is to determine the list of site adjunct duties, their weighted equity, and the process for assigning those duties to the staff. The committee shall make its decisions by consensus. Consensus is defined as everyone being able to live with that decision.
 - d. Once the committee has reached a consensus, it will be reported to the faculty and put to a majority vote for approval. If approved, the site's adjunct duties will be implemented for the following school year. If the plan fails to receive a majority vote, it goes back to the committee (see section g).
 - e. Should a consensus not be reached, the committee's work to date shall also be reported to the faculty for review and input. The committee shall reconvene to deliberate and attempt to reach a consensus.
 - f. If the committee is successful in reaching consensus upon a second attempt, the process of faculty decision-making and implementation shall take place upon a majority approval (see section e above).
 - g. Should a consensus not be reached by the committee upon a second attempt, this work to date will be reported to the faculty and the previous year's list of adjunct duties and the process for implementation shall be enacted for the following school year.
 - h. Should a majority vote for approval fail on the second attempt, or, if the May 15th site decision-making deadline is not met, then the previous year's list and process for implementation shall be enacted for the following school year.
4. Adjunct duties shall not include duties that are paid or that are related to association activities.

K. STUDENT PROGRESS REPORTS

1. All high school and middle school unit members shall complete a mid-quarter, computer generated, student progress report for each student currently enrolled in their respective courses. This report shall be transmitted by the District to the parents or guardian of each student. A site administrator may require more frequent student progress updates based on student educational requirements in IEP's, SST's, or 504's.
2. The progress report shall be on a District approved form which will include, but not be limited to, the following information:
 - a. Current letter grades

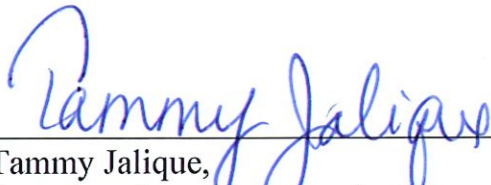
- b. Request for a parent conference, if necessary.
 - c. Positive comments if applicable.
 - d. Classroom behavior.
3. Each high school and middle school unit member shall be provided a computer-generated printout of all quarterly progress reports.
4. Any unit member who is required to submit progress or grade reports electronically for any student shall be provided access to a grading program that will electronically transmit all grades to the District for the purpose of issuing progress and grade reports.
5. Middle school unit members shall complete and submit student grade reports within three (3) working days of the end of the first three quarters.
6. High school unit members shall complete and submit student grade reports within three (3) working days of the end of the first and third quarters and within four (4) working days of the second quarter. If the first student day after the first semester is a Monday, then the early release Monday will be set aside for teachers to complete grades.
7. K-12 unit members shall be provided a minimum day at the end of each grading period to complete student grade reports.
8. The District will continue to make a good faith effort to provide K-12 unit members access to a computer grading program for the purpose of issuing progress and grade reports.
9. ~~All unit members shall update grades every two weeks using the District provided grade reporting software to ensure parents and students access to current progress information.~~ **All 6-12 unit members shall update grades every 2 weeks using the District provided grade reporting software to ensure parents and students access to current progress information. All TK-5 unit members shall update assessed standard scores within 2 weeks of administering a standards based assessment using the District provided grade reporting software to ensure parents and students access to current progress information.**

L. ASSESSMENTS

District assessments are for the purpose of determining student academic progress and guiding instruction. The District will assist unit members in administering District assessments. The District and TEA will form a committee to review assessment impacts and make recommendations to the negotiating teams for consideration.

- M. **INCLUSION**
A unit member may voluntarily sign up by March 15 to co-teach for the next year. The District will make a good faith effort to create common preps for inclusion teachers.
- N. **EXTRA SECTIONS**
Any 9th grade through 12th grade unit member interested in teaching extra class sections for the following school year may submit a written request to the principal at his/her site by February 1. The site administration shall consider all requests, along with other unit members at the site, prior to additional teaching sections being assigned. The Principal retains the right to assign extra class sections.
- O. **DEPARTMENT CHAIRS**
Any 9th grade through 12th grade unit member interested in serving as a department chair when there is a vacancy for department chair for the following school year may submit a written request to the principal at his/her site by February 1. The Principal shall electronically share the submitted names, and any other candidates' names, to department members. The department members may provide written feedback to the Principal prior to February 28. The site administration shall consider all requests, along with other unit members at the site, prior to department chair positions being assigned. The Principal retains the right to select the department chair.
- P. **SPLIT ASSIGNMENTS**
Should a unit member be assigned to a teaching assignment which encompasses differing grades spans noted in the master agreement (for example, assigned to both a middle school and a high school or to an elementary school and a middle school), the parties agree to negotiate the impacts of this split assignment.

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



Tammy Jalique,
Associate Superintendent for Human Resources



Anthony Irizarry,
TEA President & Negotiations Chair