

**COLLECTIVE BARGAINING AGREEMENT**

**TORRANCE TEACHERS ASSOCIATION**

**and**

**TORRANCE UNIFIED SCHOOL DISTRICT**

**JULY 1, 2023**

**through**

**JUNE 30, 2026**

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**ARTICLE I**  
**AGREEMENT**

The articles and provisions contained herein constitute a bilateral and binding contract upon and between the Torrance Unified School District (hereinafter referred to as "District") and the Torrance Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as "Association") pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

**ARTICLE II**  
**RECOGNITION**

The District recognizes the Association as the exclusive representative of certificated employees of the District employed as regular classroom teachers, resource teachers, Adult Education teachers, other teachers, librarians, nurses, counselors, speech pathologists, psychologists, clinicians, and resource specialists (hereinafter referred to as "unit members") for the purpose of meeting and negotiating as defined in the Government Code.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

- A. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards designated by the District in areas frequented by unit members at each work site.
- B. The Association shall have the right to use the District mail service and mailboxes to communicate with unit members.
- C. After first reporting to the site office, authorized representatives of the Association shall have the right to transact Association business on school property at nondescript times.
- D. After first reporting to the site office, authorized representatives of the Association shall have the right to meet with individual unit members outside of instructional time in the faculty lounge when invited by that unit member. Association meetings shall not be held in faculty lounges.
- E. The District shall provide the Association with two (2) copies of the complete Board of Education agendas except for materials which are for closed sessions.
- F. The District shall provide the Association with available District budget information upon request.

- G. Association representatives shall have the right to make announcements at a mutually agreed upon time before the start or after the conclusion of the faculty meetings.
- H. Upon request of unit members, the Association shall have the right to represent unit members in any employment conditions covered in this Agreement.
- I. The Association President shall be entitled to ten (10) days of paid leave per school year provided the Association reimburses the District for the costs of the substitute. Any additional days will be at the expense of the Association and subject to approval by the District. These days do not include service on negotiations team or TUSD committees.
- J. The Association Board of Directors shall be entitled to (10) days collectively of paid leave per school year provided the Association reimburses the District for the costs of the substitute. Any additional days will be at the expense of the Association and subject to approval by the District. These days do not include service on negotiations team or TUSD committees.
- K. The Association shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- L. TTA will be provided no less than sixty (60) minutes of presentation time at a mutually agreed upon time to conduct an informational meeting with new unit members to TUSD at the Torrance Teacher Institute. TUSD will make every effort to notify TTA prior to the end of the school year of the time, date, and location of the Torrance Teacher Institute. TUSD shall pay for up to four (4) presenters at the contract hourly rate.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

The Association agrees that the Board's authority is limited only by that which is inconsistent with law or violation of specific provisions of this Agreement. Further, the Board has the responsibility and authority to manage and to direct on behalf of the public all operations and activities of the School District both to the fullest extent authorized by law and in any manner of decision to which the Board deems appropriate.

## ARTICLE V

### DUES DEDUCTIONS

- A. Any unit member who is a member of the Association or who has applied for membership in the Association may sign and deliver to the Board an assignment authorizing deduction of unified membership dues. Unit members who currently have authorization cards on file for the above purpose need not be re-solicited. Association dues, upon formal written request from the Association to the Board, shall be increased or decreased without re-solicitation and authorization from the members. Such deduction authorization shall continue in effect for the duration of this Agreement. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of unit members each month for ten months. After the commencement of the school year, deductions for unit members who sign such authorization shall be appropriately prorated to complete payments by the end of the school year.
- B. With respect to deduction of unified membership dues by the Board pursuant to authorization by the unit member, the Board agrees to promptly remit such money to the Torrance Teachers Association accompanied by a list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- C. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or service fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to member or non-member in the Association, and indicating any changes from the list previously furnished.
- D. The Association and the District agree to furnish each other any information necessary to fulfill the provisions of this Article.
- E. **Hold Harmless Provision**

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the service fee (organizational security) provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed unless the District has a distinct and separate legal interest.

**ARTICLE VI**

**HOURS OF EMPLOYMENT, ADJUNCT DUTY, AND SUPERVISION**

**A. Certificated Instructional Hours and Workday**

1. The instructional day shall not start before nor end after the following times:

<b>Level</b>	<b>Start Time</b>	<b>End Time</b>
Elementary	8:50 AM	3:13 PM
Middle	8:40 AM	3:16 PM
High	8:30 AM	3:22 PM
Adult Transition	8:00 AM	2:45 PM
Community Day	8:25 AM	3:15 PM
Shery High School	8:45 AM	2:59 PM

2. All unit members shall be at the work site thirty (30) minutes before the opening of the instructional school day except for those unit members assigned to classes prior to the regular school day. Said unit members shall be on duty prior to their scheduled class time. Unit members assigned to the District office sites shall align their workday with District office hours.
3. Unit members shall remain sufficient time at the conclusion of the instructional day to take care of student needs, attend scheduled parent conferences, administrative conferences or meetings, and to participate in assigned and voluntary adjunct duties. Unit members assigned to District office sites shall consult with their supervising administrator when there is a need to vary the standard start and end of their workday.

**B. Elementary Teachers (K-5) Hours**

1. Instructional time shall be in accordance with Education Code 46201 governing the minimum of required instructional minutes annually (K: 36,000; 1-3: 50,400; and 4-5: 54,000) and the following:
- a. The regular kindergarten day will be 255 minutes including recesses and excluding lunch. Kindergarten teachers will not be required to assist primary teachers on a regularly scheduled basis.
  - b. The regular instructional day for grades 1-3 will be 303 minutes and for grades 4-5 will be 312 minutes.
2. Collaboration models, such as Professional Learning Communities (PLC) shall be built as not to add any minutes to the school or workday.

- a. Using the Site-Based Decision making model, optional school site activities may occur one time a month during collaboration model (PLC) days and include the following:
    - Parent Conferences
    - Retention/Promotion Conferences
    - Lesson planning in conjunction with explicit PLC goals
    - State testing training and discussion
    - Reading and discussing educational articles
    - Tier I Student Success Team meeting (RtI)
    - ITDP writing and revisiting
    - Grade level and/or PLC/Subject Team requested professional development
  - b. Collaboration models (PLC) shall not encroach on the 30 minutes prior to the instructional day. These minutes may be used non-contiguously based on the needs of the site.
  - c. The district and TTA agree that an effective PLC is administratively supported with teachers collaborating, sharing their expertise, and working as a community giving unit members the opportunity to voice their opinion with the results demonstrated through measurable student performance.
3. Grades will not be required before 4PM on the fourth workday after the end of the grading period as established in the school year calendar, except the end of year grades which will not be required before the start of the instructional day four days from the last workday of the school year calendar.

**C. Middle School Teachers (6-8) Hours**

1. The instructional time shall be in accordance with Education Code 46201 as follows: Grades 6-8: 54,000 minutes of instruction annually.
2. Collaboration models, such as Professional Learning Communities (PLC) shall be built as not to add any minutes to the school or workday.
  - a. Using the Site-Based Decision making model, optional school site activities may occur one time a month during collaboration model (PLC) days and include the following:
    - Parent Conferences
    - Retention/Promotion Conferences
    - Lesson planning in conjunction with explicit PLC goals
    - State testing training and discussion
    - Tier I Student Success Team meeting (RtI)
    - ITDP writing and revisiting

- Grade level and/or PLC/Subject Team requested professional development
  - b. Collaboration models (PLC) shall not encroach on the 30 minutes prior to the instructional day. These minutes may be used non-contiguously based on the needs of the site.
  - c. The district and TTA agree that an effective PLC is administratively supported with teachers collaborating, sharing their expertise, and working as a community giving unit members the opportunity to voice their opinion with the results demonstrated through measurable student performance.
- 3. Grades will not be required before 4PM on the fourth workday after the end of the grading period as established in the school year calendar, except the end of year grades which will not be required before noon on the last workday of the school year calendar.

**D. High School Teachers (9-12) Hours**

1. The instructional time shall be in accordance with Education Code 46201 as follows: Grades 9-12: 64,800 minutes of instruction annually.
2. Collaboration models, such as Professional Learning Communities (PLC) shall be built as not to add any minutes to the school or workday.
  - a. The district and TTA agree that an effective PLC is administratively supported with teachers collaborating, sharing their expertise, and working as a community giving unit members the opportunity to voice their opinion with the results demonstrated through measurable student performance.
  - b. An optional PLC activity may include Grade Level and/or PLC/Subject Team requested professional development
  - c. Collaboration models (PLC) shall not encroach on the 30 minutes prior to the instructional day. These minutes may be used non-contiguously based on the needs of the site.
3. Grades will not be required before 4PM on the fourth workday after the end of the grading period as established in the school year calendar, except the end of year grades which will not be required before noon on the last workday of the school year calendar.

**E. Counselors/Librarians/Nurses/Speech Pathologists/School Psychologists Hours**

1. All unit members shall be at the work site thirty (30) minutes before the opening of the instructional school day. Unit members shall remain sufficient time at the

conclusion of the instructional day to take care of student needs, attend scheduled parent conferences, administrative conferences or meetings, and to participate in assigned and voluntary adjunct duties.

2. Unit members may be required to notify the site administrator, designee, or the school office upon arrival or departure from the campus.

**F. Clinicians/ASSISTT Teachers/Resource Teachers/Program Specialists Hours**

1. Unit members assigned to the District office sites shall align their workday with District office hours. Unit members assigned to District office sites shall consult with their supervising administrator when there is a need to vary the standard start and end of their workday.
2. Unit members may be required to notify the site administrator, designee, or the school office upon arrival or departure from the campus.

G. High School Athletic Directors and Activities Directors shall teach two classes during the school day with the remaining periods used for planning, implementing, and monitoring the operations of their respective programs. *(Effective July 1, 2024.)*

**H. Work Year Calendar**

The work year calendar shall be subject to negotiations and included in this Agreement. The calendar shall contain 180 days of instruction, plus 5 additional workdays, for a total work year of 185 days. The five additional workdays shall be used as follows:

1. Two days at the beginning for the year for professional development, orientation and staff planning, and for staff to open classrooms and complete beginning of the year classroom business. No less than 3 hours per day of uninterrupted time shall be provided to faculty/staff to open classrooms and complete beginning of the year classroom business. The three hours uninterrupted time excludes duty free lunch.
2. Two days for professional development during the school calendar year.
3. One staff workday to close classrooms and complete end of the year business on the last day of the work year.

*(Effective July 1, 2024)*

Each certificated position is listed below according to the number of days in the work year:

175 Days	Adult Education Teacher – Adult Basic Education/Adult Secondary Education Adult Education Teacher – Child Observant Adult Education Teacher – CTE/Business
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	Adult Education Teacher – Gerontology Adult Education Teacher – Resource Adult Basic Education/Adult Secondary Education
185 Days	6-8 Vocal/Instrumental Teacher ASSISTT Teacher Community Day Teacher Early Childhood Teacher Elementary BCC Teacher Elementary Home Economics Teacher Elementary Industrial Arts Teacher Elementary Intervention Teacher Elementary Partnership Teacher Elementary Teacher H-T Reading Recovery Teacher Independent Study Teacher K-5 Vocal/Instrumental Music Teacher Learning Center Teacher Resource Specialist – Special Education Resource – Literacy Teacher Secondary Teacher Special Day Teacher – Pre-School Special Day Teacher – Adapted Education Special Day Teacher
187 Days	K-8 Counselor
188 Days	Nurse
192 Days	Community Day Counselor High School Counselor Secondary Counselor (Dean of Students) District School Nurse Specialist District Social Worker/Clinician Librarian Psychologist Speech Language Pathologist
195 Days	Teacher, Activities Director Teacher, Athletic Director Teacher on Special Assignment – Instruction Teacher on Special Assignment – Intervention and Instruction
200 Days	Adult Education Resource Teacher – English as a Second Language
203 Days	Adult Education Counselor
212 Days	Program Specialist – Special Education Program Specialist – English Language Development Reading Recovery LDR Teacher Teacher on Special Assignment – Assessment and Accountability Teacher on Special Assignment – Curriculum and Instruction Teacher on Special Assignment – Instruction Resources GATE Teacher on Special Assignment – Professional Development

	Teacher on Special Assignment – Student Achievement Teacher on Special Assignment – Teacher Residency Teacher on Special Assignment – Technology Lead Teacher
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**I. Lunch and Relief Breaks**

1. Unit members shall have a thirty (30)-minute duty-free lunch period exclusive of passing time. Attendance by unit members at meetings during this thirty-minute period shall be voluntary. Travel time for unit members assigned to more than one school site shall not be included in their duty-free lunch period. Contingency plans for inclement weather shall be established at each school site which do not interfere with the unit members' thirty (30)-minute duty-free lunch period. Exceptions to the duty-free lunch period would be when conditions exist which affect student safety.
2. It shall be the responsibility of the site administrator to see that each unit member has time for a physical relief break through class and assignment schedules.

**J. Planning and Preparation Time (Grades 1-12)**

Planning/preparation time shall be used for the specific purposes of preparing materials and conferring with students, parents, support staff, and administrators.

1. Elementary Planning and Preparation Time—will be reviewed over the course of this first year of implementation of Proposition 28 and will be negotiated during reopeners without counting against reopener limits.
2. Elementary (1-5)

Planning/preparation time may be arranged at grades 1-5 through staffing patterns that:

- (a) are educationally justifiable;
- (b) do not reduce the total instruction time for students;
- (c) are developed jointly by the teaching staff and the site administrator; and
- (d) are recommended by the principal and approved by the Superintendent or designee.

Unit members in grades 4 and 5 grade shall be allowed planning and preparation time through the 4th and 5th grade Vocal Music Program concurrent with state funding for the program.

2. Middle School (6-8)

Full-time unit members assigned to grades 6-8 shall teach five (5) periods and have one (1) planning, preparation, and conferencing period.

3. High School (9-12)

Full-time unit members assigned to grades 9-12 shall teach five (5) periods and have one (1) planning/preparation period.

**K. Substitutes**

1. The District shall make every effort to provide substitutes for absent classroom teachers. District-sponsored conferences and workshops shall be scheduled with this in mind.
2. Allow payment for substitute coverage at the Elementary School for class coverage and additional student load as needed for subbing during their regular work day. If it becomes necessary for unit members to substitute for absent unit members' classes, the unit member will be paid the contract hourly rate. When a student load is distributed for purposes of subbing, the contract hourly rate payment will be divided amongst the teachers subbing accordingly.
3. Allow payment beginning the first time of sub coverage during conference period at the high school and middle school. If it becomes necessary for unit members to substitute for absent unit members' classes, the unit member will be paid the contract hourly rate beginning the first time of substitute coverage.

**L. Adjunct Duties**

1. The parties to this Agreement agree that unit members perform many instructional duties outside of their time spent on campus. Such duties include, but are not limited to, planning, selecting and preparing material for instruction, evaluating students' work, keeping records, and keeping abreast of developments within the subject matter being taught.
2. The parties further agree that unit members' instructional responsibilities and student class time are of prime importance. The site administrator will make every effort to minimize activities which take time from the instructional program.
3. The parties also recognize that unit members participate in adjunct duties on an elected, voluntary and assigned basis. These adjunct duties include supervising and providing leadership in student organizations and student activities, and service as a representative on School Site Council (SSC), District Curriculum Development Steering Committees, the Association Representative Council and/or Association Board of Directors member, Leadership Teams, and school and District advisory committees.

4. Adjunct Duties that include participation and /or attendance at evening or weekend events shall be compensated at the contract hourly rate, compensatory time, or not compensated by mutual consent between the unit member and administration.
5. An opportunity will be provided prior to the end of the school year to involve the unit members in the identification, design and implementation of the adjunct duty needs of the school site for the upcoming school year.

The site administrator shall seek all unit member volunteers prior to making adjunct duty assignments. Elections will be held among teachers to select representatives for the SSC, Curriculum Steering Committees, and Association Representatives. Voluntary time shall count along with assigned time in balancing out the adjunct duty responsibility.

TTA and TUSD agree that leadership teams(s) are an integral part of campus operation and leadership. Leadership teams(s) shall be collaborative, inclusive, and representative of all bargaining unit members at each school site.

6. Adjunct duty shall be shared equitably by all unit members at the school site and shall be scheduled as far in advance as possible. Participation and/or attendance at night and weekend events shall count as adjunct duty. Site administrators shall seek volunteers prior to assigning supervision at these events and activities.
7. Unit members who are assigned to more than one site will not be assigned adjunct duties that require supervision of students. *(Effective January 29, 2024)*
8. Allow school sites to pay personnel (“at will”) on a limited basis for morning and/or recess supervision duty at the elementary school and middle school.
9. The District shall provide adjunct duty money in a line item that will be non-transferable to other line items or stipends and cannot be carried over into the next fiscal year. The distribution of these funds will be agreed upon prior through this process and published along with the adjunct duty list prior to the end of each school year for the upcoming school year. At the start of each school year, site administrators shall publish a list of adjunct duties including assigned compensation for each adjunct of the adjunct duties. The assigning of compensation to adjunct duty shall not interfere, supersede, or violate current adjunct duty contract language. The dollar amount shall be as follows:

\$15.00 per student per high school (West, North, South, Torrance)

\$8.00 per student per elementary and middle school.

**M. Supervision Duty**

Student supervision at the elementary and middle school levels shall be equitably divided among bargaining unit members in minutes and frequency.

Student supervision may include:

1. Morning Arrival Duty
2. Nutrition Duty
3. Yard/Recess Duty (excluding lunch)
4. After School Dismissal Duty

*(Effective January 29, 2024)*

**N. High School Department Chairs**

High School Department Chairs shall be elected annually by the teachers of the department. The District and TTA have established a procedure for selection of High School Department Chairs which is available at comprehensive high school sites and the TUSD Human Resources Department. See Appendix B for more information on the selection process.

**O. Faculty Meetings**

The District shall act in a reasonable manner in requiring unit members to attend meetings outside the regular workday. Faculty meetings shall not exceed 60 minutes in length and not occur more than two times a month except in cases of emergency. Every effort will be made to develop staff meeting schedules through a collaborative process that considers the educational and instructional needs of students and those of the school and unit members.

**P. Parent Conferences**

Unit members shall meet their professional responsibility to conduct parent conferences. Shortened days shall be scheduled during K-8 parent conferencing as indicated in the calendar. Individual conferences shall be held in a safe and secure environment, and every effort shall be made to schedule conferences during daylight hours. Shortened days shall be scheduled on the days when Open House and/or Back-to-School Night requires attendance of unit members in the evening.

**Q. Compensatory Time Off**

Compensatory time off shall be given when unit members are requested to work on a day on which they are not required to work and for which they are not paid in accordance with this Agreement.

**R. Additional Period Assignment (High School and Middle School)**

When additional teaching periods are authorized for a department at the high school and middle school, all members of the department shall be informed of the opportunity to teach an additional period. The acceptance of such assignment shall be with the unit member's consent. If more than one unit member desires the assignment, consideration will be given to 1) the recency of teaching experience in the subject; 2) the number of teacher preparations; 3) the master schedule; and 4) the equitable opportunity for participation from year to year. Compensation for one extra teaching period shall be 16.67% of the regular contract salary rate.

Unit members who take a 6th period teaching assignment will not be docked their 1/6 pay when they are absent. They will also be paid an annual stipend found on the auxiliary schedule to compensate for planning, preparation, and conference time.

**S. Online Classes**

Teachers who teach online classes (K-12) shall be subject to the same contract criteria as prescribed for teachers teaching conventional classes.

**ARTICLE VII**

**EVALUATION**

**A. Philosophy**

The underlying philosophy of the evaluation is that it is a constructive process of employee assessment for the purpose of continuing to improve employee strengths, develop growth, assess employee performance, and become more effective in his/her professional role.

**B. Areas of Evaluation**

Unit members shall be evaluated on all aspects of the job responsibilities as related to their position as follows:

- Classroom Teacher
  1. Engaging and supporting all students in learning;
  2. Creating and maintaining effective environments for student learning;
  3. Understanding and organizing subject matter for student learning;
  4. Planning instruction and designing learning experiences for all students;
  5. Assessing student learning;
  6. Developing as a professional educator;

7. Required service other than classroom teaching.

(For more details refer to “TUSD, California Standards for the Teaching Profession, Element Descriptions & Examples of Proficient Practice”).

- Counselor (High School)
  1. Educational counseling;
  2. career counseling;
  3. personal counseling;
  4. evaluating and interpreting test data;
  5. counseling and consultation with parents and staff members;
  6. and maintaining professional competencies.
  
- Clinician, Counselor (TK-8), Program Specialists, Psychologist, and Speech/Language Pathologist
  1. Service to students;
  2. service to parents;
  3. service to administrators, teachers and the community;
  4. professional development; and
  5. compliance with laws, regulations and District policy.

### **C. Limits**

1. Unit members shall not participate in the evaluation of other unit members.
  - a. Unit members who are placed on an improvement plan may observe their peers with their peer’s consent to meet the recommendation of the improvement plan, but they shall not share any evaluative information about their peers to administrators.
  - b. Unit members on special assignment, such as intervention teachers, intervention coaches, or induction support providers, shall not share with administrators potentially evaluative information collected during an observation of their peers.
  
2. Observation of the work of an employee shall be conducted openly. The use of eavesdropping, closed-circuit television, public address or audio systems and similar surveillance devices shall be prohibited in any formal or informal observation and the evaluation process.

### **D. Frequency**

Evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:

1. At least once each school year for probationary unit members.
2. At least every other year for unit members with permanent status.
3. At least every five years for unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time.

**E. Evaluator**

Unit members shall be given the name of their evaluator no later than October 1 of any school year.

If October 1 falls on a non-workday, this deadline will default to the next workday. At sites with more than one administrator, once the unit member has been assigned the name of the evaluator, the unit member may be granted a meeting with the principal upon request to discuss changing their evaluator.

**F. Individual Teacher Development Plans (ITDPs)**

1. As part of the evaluation process, unit members may be required to submit written individual plans indicating two specific individual areas of growth relative to the California Standards for the Teaching Profession or Content Standards.
2. Unit members and evaluators shall make a good faith attempt to reach agreement on individual plans no later than October 15.
3. To the extent that evaluators may disagree with the unit members' individual plans, the evaluator may suggest revisions, in writing, to the unit member.
4. Unit members may submit written, identifiable constraints they believe will limit their ability to meet the revised individual plans.
5. During the evaluation period, circumstances may require modification of the individual plans.

*(Effective July 1, 2024)*

**G. Evaluation Process**

The evaluation process shall include, but not be limited to, the following:

1. Observation

- a. Evaluators shall conduct one formal observation of twenty-five (25) minutes or more duration before the end of January during the year the unit member is to be evaluated.
- b. The unit member shall provide the evaluator the Pre-Observation Conference Form prior to the scheduled classroom observation. (Refer to the TUSD Formal Evaluation Process Forms).
- c. Within five (5) days after this observation, a conference shall be scheduled to review the evaluator's observations as recorded on the Observation Guide for Administrative Use form and the unit member's Post-Observation Self-Reflection Guide form. Any cited deficiencies shall be noted on the Conference Summary Record form.
- d. Unit members and evaluators shall take positive action to correct such deficiencies. The evaluator's role in assisting the unit member shall include, but not be limited to, the following:
  - 1) specific recommendations for improvement;
  - 2) direct assistance to implement such recommendations;
  - 3) techniques to measure improvement; and
  - 4) a reasonable time schedule to monitor unit member's progress.
- e. Informal observations may be made by evaluators any time during the school year.

2. Evaluation

- a. The evaluators shall complete an official TUSD Formal Evaluation Form based upon their observations of the unit members' performance and schedule a meeting to discuss the content of that evaluation form with the unit members prior to May 1 of any school year. Unit members shall be given at least a two-day advance notice of the time and place of this meeting.
- b. Unit members who receive "Needs Improvement" or "Unsatisfactory" marks in any areas of the evaluation shall be entitled to subsequent formal classroom observations, conferences, and written evaluations as prescribed above. The evaluator shall provide such unit members with information about the Peer Assistance and Review Program (PAR), Peer

Support, the Beginning Teacher Support and Assessment Program (BTSA), and any staff development program that might be of assistance.

- c. Any complaints about unit members received by their supervisors which are to be used in the unit members' evaluations shall be reported to the individual unit member within five (5) school days after receipt of such complaint(s) together with the name(s) of the complainant(s). The evaluator shall make a reasonable effort to verify the accuracy of information used in the evaluation process and document said effort.
- d. Unit members shall be permitted to present, in writing, their versions of any information utilized in the evaluation report. In the event of significant conflict between the unit member's version of the event and the version of the event or information utilized by the evaluator, the evaluator shall submit a summary of the effort or data used to substantiate the events or information used in the evaluation.
- e. A grievance on unit members' evaluations shall be limited to an alleged violation of the foregoing procedure or an unreasonable application of that procedure.

## **ARTICLE VIII**

### **PERSONNEL FILE**

- A. Unit members' personnel files shall be kept in strictest confidence in the Human Resources Department.
- B. Unit members shall have access to their personnel files during regular business hours but outside of instructional hours and, upon written consent of unit members, a representative of the Association shall be permitted to examine and/or obtain copies of material(s) in such unit member's personnel file for no charge provided the cost is less than ten dollars (\$10).
- C. Access to unit members' personnel files by persons other than the above shall be on a need-to-know basis as determined by the Superintendent or designee.
- D. **Placement of Material in the Personnel File**
  - 1. The District shall make a reasonable effort to verify the accuracy of negative or derogatory information or material received and a reasonable effort to resolve the issues raised by such material before placing material in a unit member's personnel file.

2. When the District receives negative or derogatory written material about a unit member that the District intends to place in the unit member's personnel file, the unit member shall be informed of the written material, together with the name(s) of the complainant(s).
  3. Material of a negative or derogatory nature shall not be placed in the unit members personnel files until ten (10) days after the unit member is given a copy and has had an opportunity to review and comment on that material. Such review shall take place during normal business hours, outside of instructional time. Unit member shall be released from duty for this purpose without salary reduction.
  4. Supervisors who place material in unit member's personnel file shall sign the material and signify the date it was placed in the file.
  5. Unit members shall have the right to have their own written comments attached to any negative or derogatory material placed in their personnel files.
- E. Unit members personnel files shall not include ratings, reports, or records which:
1. were obtained prior to the unit member's employment;
  2. were prepared by identifiable examination committee members; and/or
  3. were obtained in connection with promotional examination.

These documents shall be kept in a separate jacket and shall not be available to unit members or their agents.

## **ARTICLE IX**

### **ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS**

#### **A. Definitions**

1. An "assignment" refers to the grade level, content subject, or position a unit member has been assigned at a site.
2. A "reassignment" refers to any District action which results in unit members being assigned to a different grade level, content subject, or position at the same site.
3. A "transfer" refers to any District action which results in the movement of unit members from one site to another.

4. A "vacancy" refers to a position created by the resignation, transfer, retirement, or death of a unit member which must be filled and for which no excess unit member is certified and competent to serve. An open position due to a unit member being on leave-of-absence is not considered a vacancy.
5. The "most junior unit member" refers to the probationary or permanent unit member with the shortest length of District-paid service. Length of District service shall mean all continuous paid service by a permanent, probationary, temporary, or long-term substitute uninterrupted by a break in service. Service as a long-term substitute shall count provided 75% of each year was completed.
6. "Equivalent"
  - a. An "equivalent" of a major is 24 semester units of upper division or graduate work.
  - b. An "equivalent" of a minor is 12 semester units of upper division or graduate work or 6 years of teaching in the Department.
  - c. As an alternative to the unit requirement stated above, a teacher may pass the NTE in a subject and receive the "equivalent" of a major in that subject.

**B. Notification of Vacancies**

A list of certificated vacancies shall be posted in a conspicuous place in each school site during the regular school year and in the District Office lobby year-round. Vacancies shall also be shared with unit members via email.

**C. Elementary and Secondary Combination Assignments**

1. The District shall assign combination grades in a fair and equitable manner.
2. Elementary Combination Classes, Grades K-3: The combination stipend shall be \$4,450 for the year.
3. Elementary Combination Classes, weighted grades 4-5: The teacher shall have the right to choose to have an Instructional Assistant or a stipend of \$4,450. In the event that a teacher chooses an Instructional Assistant and no IA is available, the teacher shall be paid the stipend prorated by the number of days until the IA is provided.
4. Secondary Combination Classes: The District shall provide a combination stipend for secondary classroom-based courses in which multiple curricula are prepared daily and taught simultaneously. For secondary classroom-based courses, including World Languages, the stipend shall be 1/5 of \$4,450 annually

for each qualifying class period or 1/5 of \$2,225 for each single semester class period.

**D. Transfer Due to Declining Enrollment**

1. It shall be the responsibility of the site administrators and the Human Resources Department to determine the number of excess unit members, establish the District's excess list, and transfer excess unit members.
2. The Human Resources Department shall determine the number of excess teachers, if any, at each school by dividing the District's projected student enrollment for the following year by the District's established pupil: teacher ratio.
3. When a school must reduce its staff and declare excess unit members, all regular staff members shall be considered, including unit members on leave of absence from that school for one year or less.
4. The following procedure shall be used to determine which unit members are to be declared excess at the grade levels specified:
  - a. Elementary Schools (K-5)
    - 1) When an elementary school, grades K-5, must reduce staff, the most junior unit member(s) at the site shall be assigned to the District excess list.
    - 2) This section applies only to the excess process and does not affect future assignments.
    - 3) If two or more unit members have the same length District-paid service, excess unit members shall be determined by a lottery conducted by the Human Resources Department, the unit members involved, and the representative of the Association.
    - 4) A volunteer may be placed on the District's excess list in lieu of the most junior unit member.
    - 5) Unit members assigned to the District's excess list shall have priority in being returned to their last school should a vacancy occur prior to the opening of school in the fall.
    - 6) Unit members who hold the following credentials/certifications or have completed all required course work for the credentials/certifications may be exempted from the excess process:
      - (a) BCC/BCLAD

(b) LDS/CLAD

b. Middle School - Sixth Grade

- 1) The most junior sixth grade unit member(s) in a middle school shall be assigned to the District's excess list if the sixth grade student enrollment drops below the level where the remaining class loading does not exceed the District's established teacher allocation.
- 2) If two or more unit members have the same length of District-paid service, excess unit members shall be determined by a lottery conducted by the Human Resources Department, the unit members involved, and a representative of the Association.
- 3) A volunteer in the sixth grade at the middle school in which an excess has been determined may be placed on the District's excess list in lieu of the most junior unit member.
- 4) Unit members assigned to the District's excess list shall have priority in being returned to their last school should a vacancy occur in the sixth grade level from which they were excessed if the vacancy occurs prior to the opening of school in the fall.
- 5) Unit members who hold the following credentials/certifications or have completed all required training and course work for the credentials/certifications may be exempted from the excess process:
  - (a) BCC/BCLAD
  - (b) LDS
  - (c) CLAD

c. Middle School - (7-8)

- 1) The department from which a unit member is to be declared excess shall be determined by listing, by department, the number of sections for the second semester of the current school year and the number of sections required for the first semester of the next school year. The most junior unit member in the department where the greatest decrease in the number of sections needed occurs shall be assigned to the District's excess list.
- 2) Credentialing/program needs may require that some unit members be exempted from the excess process. When that occurs, the most

junior unit member within the remaining staff of that department shall be assigned to the District's excess list.

- 3) When it is necessary to cut more than one unit member at a particular school, the sections currently taught by the first unit member to be declared excess shall be eliminated from the total currently offered department sections, and the remaining section offerings shall again be compared by department to the number of sections needed for the next school year. The most junior unit member in the department where the greatest decrease in the number of sections needed occurs shall be assigned to the District's excess list.
- 4) If two or more unit members have the same length of District-paid service, the excess unit member shall be determined by a lottery conducted by the Human Resources Department, the unit members involved, and a representative of the Association.
- 5) A volunteer in the department in which an excess has been determined may be placed on the District's excess list in lieu of the most junior member.
- 6) Unit members assigned to the District's excess list shall have priority in being returned to their last school should a vacancy occur in the department from which they were excessed before school opens in the fall. If a vacancy occurs in a different department at the last school, unit members shall be given priority if they are qualified for the position and if all excess unit members (7-12) from that department have been assigned.
- 7) Unit members who hold the following credentials/certifications or have completed all required training and course work for the credentials/certifications may be exempted from the excess process:
  - (a) BCC/BCLAD
  - (b) LDS
  - (c) CLAD

d. Secondary Schools (9-12)

- 1) The department from which a unit member is to be declared excess shall be determined by listing, by department, the number of sections for the second semester of the current school year and the number of sections required for the first semester of the next school year.

- 2) A unit member's department is determined by using the following criteria in the order listed:
  - (a) For excess purposes, a unit member shall be considered a member of the department in which the majority of his/her assigned classes belong.
  - (b) For excess purposes, a unit member shall be considered a member of the department in which most of his/her assigned classes belong.
  - (c) For excess purposes, a unit member assigned equal numbers of classes in two or more departments, shall be considered a member of the department in which he/she is authorized by credential major to teach.
  - (d) For excess purposes, a unit member assigned equal numbers of classes in two or more departments, shall be considered a member of the department in which he/she is authorized by credential minor to teach.
  - (e) For excess purposes, when no credential major or minor is applicable, a unit member shall be considered a member of the department in which his/her greatest teaching experience in the last five years occurs.
  
- 3) Prior to identifying excess unit members within a department, the department members shall be grouped into three categories:
 

Category A- teachers with credential majors or equivalent or with 7 or more years of service to the department;

Category B - teachers with credential minors or equivalent or with up to 6 years of service in the department;

Category C - teachers who do not qualify for either "A" or "B" categories.

Teachers in each category shall be listed by length of District service.
  
- 4) Beginning with Category C, the most junior unit member in the department which must declare an excess shall be assigned to the District excess list. When no unit member is available in Category C, then the most junior unit member in Category B shall be assigned to the District excess list. When no unit member is

available in Category B, the most junior unit member in Category A shall be assigned to the District excess list.

- 5) Credentialing/program needs may require that some unit members be exempted from the excess process.
- 6) Unit members who hold the following credentials/certifications or have completed all required training and course work for the credentials/certifications may be exempted from the excess process:
  - (a) BCC/BCLAD
  - (b) LDS
  - (c) CLAD
- 7) When it is necessary to cut more than one unit member at a particular school, the sections currently taught by the first unit member to be declared excess shall be eliminated from the total currently offered department sections, and the remaining section offerings shall again be compared by department to the number of sections needed for the next school year. The most junior unit member in the department where the greatest decrease in the number of sections needed occurs shall be assigned to the District's excess list.
- 8) If two or more unit members have the same length of District-paid service, the excess unit member shall be determined by a lottery conducted by the Human Resources Department, the unit members involved, and the representative of the Association.
- 9) A volunteer in the department in which an excess has been determined may be placed on the District's excess list in lieu of the unit member declared excess provided the volunteer is in the same category or lower as the excess unit member.
- 10) In grades 9-12, unit members identified as excess according to Steps 1-4 above at each school may bump the most junior unit member within the District's 9-12 departmentalized structure in the same category or lower as defined above in #3, prior to being reassigned to a different departmental program or transferred to an open middle school position. Unit members bumped out by this process are placed on the District's excess list.
- 11) Unit members assigned to the District's excess list shall have priority in being returned to their last school should a vacancy

occur in the department from which they were excessed and in the same category as defined above in #3 before school opens in the fall. If a vacancy occurs in a different department at the last school, unit members shall be given priority if they are qualified for the position and if all excess unit members from that department have been assigned.

5. Unit members declared as excess shall be notified by the site administrator after May 15.
6. Transfer due to declining enrollment after the beginning of school.
  - a. If and when, after the beginning of school, it is determined that there are unit members over and above those needed according to the established District staffing ratios, these unit members shall be placed on the District's excess list according to Section D above. If vacant positions exist at other schools, credential requirements of the vacant positions and department needs may require certain individuals to be skipped over in the determination of the unit member to be declared excess. If the excess process in Section D does not produce a unit member credentialed to fill the vacant positions, then reassignment of unit members between departments may be necessary to identify a properly credentialed unit member to transfer to the vacant position. In any instance seniority will be the primary consideration.
  - b. Unit members transferred from one school site to another school site or reassigned to a different grade/subject area after the beginning of the school year shall be provided at least three (3) days of instruction-free time to be utilized in preparation for the new assignment.
  - c. The District shall provide assistance to all unit members who are required to move their teaching materials to a new assignment at any time.
7. Transfers Due to Program Cuts of Counselors, Psychologists, or District Resource Teachers.
  - a. For purposes of this section, unit members' order of employment shall be based on the total length of District service as a counselor, psychologist, or District resource teacher.
  - b. The most junior counselor, psychologist, or resource teacher refers to the person with the least District service as a counselor, psychologist, or resource teacher.
  - c. If two or more counselors, psychologists, or resource teachers have the same length of District service, their order of employment shall be

determined by a lottery conducted by the Human Resources Department, the unit members involved, and a representative of the Association.

- d. If and when it becomes necessary to reduce the number of psychologists or resource teachers, in grades K-12, the following procedure shall be used:  
The most junior psychologist(s) or resource teacher(s) shall be placed on the District's excess list and assigned to a grade level or subject area they are credentialed to teach.
- e. If and when it becomes necessary to reduce the number of counselors, in grades 9-12, the following procedure shall be used:
  - 1) The most junior counselor at the high school(s) where the reduction(s) is to be made shall be declared excess.
  - 2) If a counseling vacancy exists at one of the other high schools, the counselor who has been excessed shall be transferred to the vacant position.
  - 3) If no vacancy exists and there is a more junior counselor at one of the other high schools, then the most junior counselor shall be declared excess and replaced by the more senior counselor.
  - 4) Counselors who are ultimately placed on the District's excess list shall have the option of remaining at their current school and being assigned to the department they were last assigned to prior to becoming a counselor or to bump a more junior counselor at the K-8 level if one exists.
- f. If and when it becomes necessary to reduce the number of counselors at the K-8 level, the following procedure shall be followed:
  - 1) The most junior counselor in the K-8 program shall be placed on the District's excess list.
  - 2) If a counseling vacancy exists at the 9-12 grade level, the counselor who has been cut shall have the option of being assigned to the vacant position.
  - 3) If no vacancy exists and there is a more junior counselor at the 9-12 grade level, the counselor who has been cut shall have the option to bump the more junior counselor or to be assigned to a grade level or subject area they are credentialed to teach.

## 8. Excess Unit Members - Request for Transfer

- a. Unit members assigned to the District's excess list should submit Request for Transfer to the Human Resources Department indicating their preferences for new assignments.
  - b. Unit members on the excess list shall be transferred/reassigned as appropriate vacancies occur based on total length of District-paid service.
  - c. Voluntary transfer requests shall be considered after all unit members on the District's excess list have been placed.
  - d. Excess unit members shall be transferred/assigned to positions for which they are qualified before persons from outside the District are hired.
9. Reassignment Due to Request to Rescind an Extended Leave of Absence
- a. The District shall notify all unit members on leave of absence by January 15 of any school year that they must notify the District in writing before February 1 whether they are going to return the following September or extend the leave of absence.
  - b. When unit members extend the leave of absence for the following year and later request that the extension be rescinded, the following procedure shall be applied:
 

A request in writing from a unit member to rescind an extension of a leave of absence shall be honored only after all unit members similarly qualified on the District's excess list have been placed for the next school year and a vacancy exists in the field of preparation of the unit member who requested that the extension of leave be rescinded.

**E. Transfers Due to School Closure**

When a school is closed by the Board of Education, the unit members in the school being closed shall be transferred as follows:

- 1. The unit members from the closing school shall be transferred to the receiving school in their current grade level status, and the total unit members in the closing and receiving schools shall constitute the regular staff of the receiving school.
- 2. The total previous enrollment in both schools shall be compared with the total projected enrollment in both schools to determine the number of excess unit members.

3. Excess unit members shall be declared from the new regular staff at the receiving school in accordance with Item D - Reassignment Due to Declining Enrollment.

**F. Transfers Due to School Opening**

When a school is opened by the Board of Education, unit members shall be transferred as follows:

1. The projected enrollment of the opened school will be used in conjunction with staffing ratios to determine the number of positions to be filled at the opened school.
2. If school boundaries are changed, the number of teaching positions allocated from current schools to the newly opened school shall be in the same proportion as the number of students being reassigned.
3. Volunteers will be sought first from the current staff(s) (including those unit members on leave of absence from that school for one year or less) and second from other schools (including those unit members on leave of absence for one year or less), for transfer to the newly opened school in their current grade level or department status.
4. If too few or too many unit members volunteer to be transferred to the newly opened school, then seniority shall be the determining factor in the transfer process. In transfer to departmentalized programs, seniority shall be considered by department. A unit member's department shall be determined the same way as in the Transfer Due To Declining Enrollment contract provision. Credentialing/program needs may require that some unit members be exempted from this process.
5. If two or more unit members have the same length of seniority, the unit member(s) to be transferred shall be determined by a lottery conducted by the Human Resources Department, the unit member(s) involved, and a representative of the Association.

**G. Involuntary (Administrative) Transfer**

1. Unit members may be transferred from one site to another when it is determined by the site administrator(s) and the Human Resources Department and approved by the Superintendent that such a change will benefit and improve the educational program.
2. Before an involuntary (administrative) transfer is affected, unit members shall be notified that such a transfer is being initiated and the reasons for it.
3. Upon request, unit members shall have an opportunity to meet with the recommending administrator(s) to discuss the proposed transfer.

4. Such transfers shall be limited for individual unit members to no more than once in any consecutive three-year period, except for declining enrollment and/or school closures.

#### **H. Voluntary Transfer**

1. A voluntary transfer request may be granted at any time to permanent employees and is subject to availability of positions, the qualifications of the applicants, and after all unit members with similar qualifications on the District's excess list have been assigned.
2. Unit members may submit Request for Transfer forms to the Human Resources Department up to the close of the school year. These requests will remain active until September 30th. Transfer requests must be resubmitted each year.
3. The names of unit members requesting voluntary transfers shall be sent to the administrator at the site of their request or the site of a vacancy who will arrange for interviews with the unit members.
4. Unit members from within the District shall be given first consideration for any vacancies for which they are qualified. Total length of District-paid service shall be considered in granting voluntary transfers.
5. Unit members who are denied transfers may request a meeting with the appropriate administrator(s) to discuss the denial. Following such a meeting, unit members may request and receive written rationale for the transfer denial.

#### **I. Transfer Priority**

When approving transfers, the District shall give priority placement for affected members in the following order:

1. Involuntary (Administrative) transfer
2. Transfers due to school closure/consolidation and/or opening
3. Transfers due to declining enrollment
4. Previously transferred unit members from the preceding school year who have filed a transfer request with Human Resources Department may be returned to their former school if a vacancy occurs prior to the day unit members are scheduled to report for service.
5. Voluntary transfer requests

**J. Assignment Rules**

1. Unit members shall have the ability to submit assignment requests before tentative assignments are determined for the coming year. Administrators shall make every effort to assign unit members based upon their submitted requests.
2. Administrators shall make every effort to limit reassignments to a different grade level, content subject, or position at a site for individual unit members to no more than once in any consecutive three-year period unless a unit member requests and/or consents to the reassignment.
3. Secondary unit members shall not be assigned more than three (3) content preparations without unit member request and/or consent or administrative demonstration of needs of the program. Needs of the program may include:
  - a. unit member is the only person with appropriate credential.
  - b. unit member is the lone person teaching a specialized program, such as the lone World Language teacher of a specific language.
  - c. assigning the unit member the additional prep preserves a program from elimination.
4. Prior to the end of a school year, unit members, except excess unit members, shall be notified via email with read receipts of their tentative assignments for the coming year.
5. If tentative assignments are changed during the summer, unit members shall be notified by a phone call of the change in assignment using the current phone number on file with the District. The administrator shall follow the phone call with an official notification by email with read receipts. If the administrator is unable to make positive contact via phone or email, an official notification will be sent by mail to the unit member's current mailing address on file with the District.

**ARTICLE X**

**COMMITTEE ON ASSIGNMENTS**

If applicable, the District and TTA agree to establish a Committee on Assignments made up of an equal number of teachers selected by TTA, and administrators selected by the District, to make recommendations on a case-by-case basis to the District concerning the appropriateness of teachers being assigned with their consent to subjects outside their credential authorizations. The Committee will establish the criteria for determining the teacher's competence in the subject to be taught.

## ARTICLE XI

### CLASS SIZE AND CERTIFICATED EDUCATOR ALLOCATION/CASELOAD

#### A. Class Sizes

##### 1. Individual Class Sizes and Teacher Loads

a. The District shall make every effort to maintain individual maximum class sizes as follows:

##### 1) Elementary Schools

- (a) Transitional Kindergarten (TK) - 5th Grade: 27 students. The District shall maintain the class size so long as the State funds the Local Control Funding Formula (LCFF) K-3 Class Size Allocation at or above the current level of funding and the Board of Education authorizes the program.
- (b) When it becomes necessary for the District to assign a student in excess of the class size specified above, the District shall consult with the affected teacher to discuss the impact and possible alternatives.
- (c) Tier 2 Intervention classes shall be built according to grade level/PLC team and/or leadership team collaboration. Teacher PLC teams may agree to build Tier 2 Intervention classes by redistricting students among a grade level team or by limiting intervention classes to students already on an individual teacher's class roster.

##### 2) Secondary Schools (Grades 6-12)

- (a) 6-12 36 students in 2014-15 (*core classes*)  
6-12 35 students in 2015-16 (*core classes*)

Core Classes are defined as: English, Math, Social Studies, Science, and Foreign language.

- (b) In addition to the above limitations, Home Economics, Shop, and Science classes shall not exceed the number of work stations at which students can safely work in the classroom.

(c) Music, Drama, and Art and other elective classes may be exempted from class size limitations.

(d) 6<sup>th</sup> – 12<sup>th</sup> grade Physical Education (non-athletic team/sport): 55 students. (*Effective July 1, 2024*)

3) Teacher Load (6-12)

(a) The District shall make every effort to maintain a maximum individual teacher load (6-12) in core classes as follows:

1) 180 students (2014-15)

2) 168 students (2015-16, going forward)

(b) When it becomes necessary for the District to assign students in excess of the individual teacher load specified above, the District shall consult with the affected teacher to discuss the impact and possible alternatives.

(c) Tier 2 Intervention classes shall be built according to grade level/PLC team and/or leadership team collaboration. Teacher PLC teams may agree to build Tier 2 Intervention classes by redistributing students among a subject area/PLC team or by limiting intervention classes to students already on an individual teacher's class roster.

2. Leveling

The District shall level class sizes by the end of the 15<sup>th</sup> district calendar day of the school year. If after the end of the 15<sup>th</sup> district calendar day of school it becomes necessary for the District to assign students in excess of the individual teacher load specified above, the District shall consult with the affected teacher to discuss the impact and possible alternatives.

3. Master Schedule

The District shall provide an opportunity for secondary department chairpersons and counselors to give input into the master schedule for each semester prior to its being made final.

**B. Regular Certificated Educator Allocations**

1. District shall make every effort to maintain the following maximum staffing ratio:

a. Transitional Kindergarten (TK): 12:1 ratio; between 13-24 students in a class with an Instructional Aide.

Transitional kindergarten classes will be leveled when the total numbers of students at the site reaches more than 29. A 30<sup>th</sup> child will trigger leveling of both classes above the 12:1 ratio creating the need for an instructional aide in each class.

b. Kindergarten - 5th Grade: 27 students.

c. Secondary Schools (Grades 6-12) teachers are allocated on the basis of one teacher for every 28 students. In addition to the regular teacher allocation accommodations are made for the following when authorized at the site or elsewhere in this contract: Student Activities, Adaptive PE, GATE Lead Teacher, ELD Lead Teacher, Technology/Webmaster Lead Teacher, Academic Coaches and Athletic Director.

Other non-teaching assignments may be authorized by the District if they can be accommodated within the regular teacher allocation.

d. In the core classes individual teacher loads will be calculated based upon grades 6-12 staffing ratios. Average class size is calculated by multiplying the staffing ratio by 6/5 (1.2). For example a staffing ratio of 28:1 would create an average class size of 33.6 which creates an individual teacher load of 168 students.

The Board of Education reserves the right to alter the above allocation/class size formulas due to lack of work or lack of funds after consulting with the Association. When it becomes necessary to alter the above allocation/class size formulas in this manner, consultation by the Board of Education should be done prior to the close of the preceding school year in which any changes would be made.

**ARTICLE XII**

**SPECIAL EDUCATION**

A. Whenever possible, special education program loads shall be equalized District-wide.

B. In effort to equitably distribute the workload associated with implementing Individualized Education Programs (IEPs), the District shall make every effort to evenly

schedule students with IEPs among general education classes in a balanced manner. Through a collaborative process between the teacher and administrator, students with IEPs may be unevenly or disproportionately distributed in general education classes. In a classroom where special education students are unevenly distributed compared to like classrooms with a disproportionate number of IEPs at that site, the District shall make every effort to lower class size or to provide additional instructional support.

- C. The District will make every effort to keep general education classes to which students with extensive support needs are assigned with severely disabled students lower in size than other comparable general education classes. Severely disabled students are those designated according to state guidelines and as indicated in their IEP.
- D. The District will coordinate release time, whenever possible and practical, for unit members who provide services to special education students with disabilities to attend specialized training sessions. Such training may be at the unit member's request. Should an IEP require any additional equipment for student or service provider, it shall be provided by the District.
- E. The site administrator will make every effort to provide reasonable prior notice to affected teachers regarding placement of special education students with disabilities in order to allow time for preparation to meet the requirements of the IEPs.
- F. The District shall make every effort to schedule IEP meetings during the work day and to provide release time for those unit members participating. The District shall assume responsibility for supervision of the classroom during the duration of the release time. Unit members attending IEP meetings will be provided appropriate physical relief breaks and the contracted duty-free lunch.
- G. The District recognizes that the IEP process, testing, collaboration, and planning for services provided to special education students should be conducted within the regular professional day of both special education and general education teachers.
- H. The District may authorize a parent, guardian, or representative of a student to observe the student in the classroom or service provider location with a 24-hour notice, in writing, to the teacher or service provider along with a limit of 30 minutes for each observation.

Resources for guidance on classroom observations:

IDEA Federal Students with Disabilities Law – [300.310 Observation](#)

Ed Code – 51101/AR5020 -

<https://go.boarddocs.com/ca/tusd/Board.nsf/goto?open&id=A665767C1B20>

- I. The District shall make every effort to maintain caseloads and/or staffing ratios per Education Code and as follows:

Resource Teachers	28 students
Special Day Class Teachers	no written maximum under Education Code
Speech Pathologists	55 students TK-12; 40 students preschool
Learning Center	maximum 50 special education students between 2 teachers

- J. Certificated Special Education staff may be involuntarily transferred or reassigned each year if necessary based on fluctuating caseloads and/or student need. Upon request unit members shall have an opportunity to meet with the recommending administrator(s) to discuss the proposed transfer. The District shall make every effort to meet prior to the first day of the new assignment. These unit members are entitled to the same protections regarding voluntary transfers under Article IX.
- K. When it becomes necessary for a certificated employee to share the work environment and the certificated employee has any issues or concerns with service providers or other adults they shall as soon as possible notify the site administrator. The site administrator shall investigate and attempt to resolve the issue and communicate the resolution to the parties involved.
- L. The District shall make every effort to provide sufficient work space at the work site and necessary equipment to special education providers. The administrator shall attempt to resolve workspace and equipment issues and communicate the resolution to the provider(s) affected.

## ARTICLE XIII

### TEACHER SAFETY AND STUDENT DISCIPLINE

#### A. **Teacher Rights**

A copy of the District publication, Rights and Duties of Administrators and Teachers with Respect to Student Discipline shall be presented to each unit member by the District on the first day of each school year.

#### B. **Suspension of Students**

- 1. Unit members may remove students from the unit members class(es) for good cause for the day of the removal and the day following per education code §48910. Unit members shall immediately:
  - a. report classroom suspensions to the administrator or designee,
  - b. send the student(s) to the administrator or designee for appropriate action,

- c. as soon as possible, offer to hold a conference with parents regarding the suspension.
2. Any student suspended by a unit member shall not be placed in another unit member's classroom during the period of classroom suspension.

**C. Notification**

When, in the judgment of a unit member, a student might require the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the unit member shall inform the site administrator or designee. The site administrator or designee shall grant a reasonable request by the unit member to arrange a conference between the site administrator, the unit member, and an appropriate specialist to determine the appropriate action and/or personnel needed to resolve the problem.

**D. Protections and Limits**

1. Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.
2. If an altercation, disturbance, or student discipline situation within the scope of a unit member's duties results in a lawsuit against the unit member by a student or parent or results in a criminal complaint being lodged against the unit member by a student or parent, the District shall provide legal counsel at District expense to defend the action if requested by the unit member.
3. Unit members shall not be required to use their personal automobiles for the transporting of students on school-related business except in cases of extreme emergency involving student safety.
4. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety as determined by an appropriate state agency.
5. The District shall provide readily available telephones in home economics, chemistry labs, and in the general industrial arts areas in high schools.
6. The District shall take necessary precautions to insure the safety of unit members who are required to return to school in the evening for Back-to-School Night and/or Open House.

**E. Reimbursement for Loss**

1. Reimbursement shall be made to unit members for the loss, destruction, or damage by arson, burglary, vandalism, or during a student disturbance of personal property such as clothing, eyeglasses, and watches used in the schools of the District.
2. Reimbursement for property used in the classroom other than personal articles such as clothing, eyeglasses, and watches shall be made only when the following conditions are met:
  - a. the unit member and site administrator or designee shall agree upon the value of the property; and
  - b. approval shall be given by the site administrator or designee on a form provided by the District for the use of such property in the school before it is brought on campus.
3. No reimbursement shall be made to any unit member for the mysterious disappearance, accidental damage, or any other loss suffered because of the lack of supervision of such personal property by the owner. Property shall not remain in the District over a weekend, on holidays, or during vacation periods without prior written approval from the unit member's site administrator or designee. The maximum reimbursement for each separate item shall not exceed three hundred dollars (\$300).
3. The District shall be entitled to subrogation rights, if any.

**F. Security Systems**

1. Philosophy
  - a. The primary purpose for use of security cameras, emergency broadcast systems, and other forms of electronic surveillance systems is to foster student, employee, and visitor safety on district campuses, while respecting and protecting their privacy and the academic freedom of unit members.
2. Approved Purposes
  - a. Protecting students, employees, and others in the campus community from violence and other harm.
  - b. Protecting district property and assets from theft and/or vandalism.

- c. Assisting in the investigation of formal or informal complaints that the District is legally required to investigate pursuant to state or federal law, where surveillance data could assist in corroborating or disproving the allegations.
  - d. Assisting in the investigation of criminal activity.
  - e. Assisting in the investigation of violations of School Board Policies pertaining to civility, safety, violence, harm, theft, vandalism, criminal activities, and sexual misconduct.
  - f. Assisting in the investigation of misconduct under the California Education Code and providing supporting evidence thereof in personnel matters.
3. Limitations on Placement of Electronic Surveillance Systems and/or Devices
- a. Signage will be conspicuously posted at District locations that indicate the presence of surveillance devices.
  - b. The District will not use security camera footage to supervise or monitor unit members' regular work duty performance. Nor shall electronic surveillance infringe on the privacy rights of unit members. Therefore, surveillance devices are prohibited in places where unit members may have a reasonable expectation of privacy, such as classrooms, labs, faculty offices, restrooms, dedicated employee break rooms, and dressing rooms.
  - c. The District will comply with state and federal laws (e.g. Education Code §51512) when utilizing electronic listening or recording devices in the classroom or lab.
4. Limitations on Access to Surveillance Data
- a. Access to surveillance data is for internal purposes and will only be released to outside parties as needed by law enforcement subject to lawful subpoena, judicial order, or other legal obligation to produce the data to a third party.
5. Limitations on District Use of Surveillance Data
- a. The District will not use surveillance data, such as video footage/audio recordings, to determine promotions, transfers, or unit member evaluation of professional performance unrelated to misconduct.
  - b. Limited, Permissible Use for Personnel Matters Involving Misconduct. Data and/or information accessed from electronic surveillance system

may be used regarding unit member personnel matters, including but not limited to disciplinary action, only where each of the following requirements are met:

- 1) The data was accessed for an approved purpose as set forth in this Article;
- 2) The information gathered presents credible evidence of misconduct that falls under one or more causes for discipline under state law, federal law and/or California Education Code, such as including, but not limited to, alleged criminal activity, child abuse, or intentional misconduct endangering staff and/or students, or violations of TUSD Board Policy pertaining to civility and the safety of students, employees, and District assets;
- 3) The data shall be securely maintained and retained as required by applicable law.
- 4) The employee, and the Association if approved by the employee, will be provided an opportunity to view any surveillance data obtained during an investigation into the employee's alleged misconduct and provided an opportunity to formally respond prior to any recommendation for disciplinary action by the District.

6. Authorized Access

- a. In the event surveillance data needs to be reviewed for the purposes detailed in this article, initial data will only be available for review to the designated administrators conducting the investigation, District Superintendent or designee, Chief Officers and/or Senior Directors.
- b. In the event the initial review demonstrates grounds for potential disciplinary action or release of data to outside entities, the unit member involved, and the unit member's designated representative shall be notified. Any data used for personnel disciplinary action will be made available to the unit member involved prior to discipline being imposed.
- c. The TUSD Board of Education may review the data once disciplinary/personnel action is deemed as the appropriate course of action.

## ARTICLE XIV

### LEAVES

#### A. Bereavement Leave

1. Unit members shall be granted leave of absence with pay and without deductions from accrued sick leave not to exceed five (5) days because of the death of a member of their immediate family or any relative living in their immediate household.
2. Three (3) additional days leave shall be granted to unit members if out-of-state travel or 500 miles in-state travel is required because of the death of a member of the unit member's immediate family.
3. Members of the immediate family refers to the mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of a unit member or of the unit member's spouse.
  - a) Immediate family also refers to those of the unit member's domestic partner as defined by the State of California.
  - b) Immediate family also refers to a foster child, step-child, step-parent, or any person who has served as a unit member's foster parent or legal guardian or to any relative living in the unit member's immediate household.
4. If additional days are needed, unit members may use accrued sick days.

#### B. Industrial Accident or Illness Leave

1. Unit members who are absent because of illness or injury resulting from an industrial accident and who qualify for Workers' Compensation shall be granted a leave of absence for no more than sixty (60) working days in any one fiscal year for the same accident with full salary. Industrial accident leave does not accumulate from year to year.
2. Industrial accident or illness leave shall commence on the first day of absence. Such industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.
3. Payment for wages lost on any day shall not, when added to an award granted the unit member under workers' compensation laws, exceed the normal wage for the day.

4. The number of days of illness or injury leave under Workers' Compensation shall not be deducted from the number of days of illness or injury leave to which a unit member is entitled under the provisions of the Sick Leave section of this Article. Upon termination of an industrial accident or illness leave, provided the unit member continues to receive temporary disability indemnity, the unit member may elect to take accumulated sick leave which, when added to the temporary disability, will result in payment of not more than the unit member's regular salary.
5. If industrial accident or illness leave occurs at a time when the sixty (60)-day leave of absence will overlap into the next fiscal year, the unit member shall be entitled to only that amount of time remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
6. The District reserves the right to secure proof of industrial illness or injury of unit members.

**C. Pregnancy Disability**

1. Upon written request, the District shall grant unpaid, pre-childbirth leave of absence to a pregnant unit member prior to the date of actual disability.
2. Unit members shall be entitled to sick leave during the time they are unable to perform the duties required of their positions as certified by their personal physician.

**D. Military Leave**

1. The District shall grant a leave of absence to unit members for the duration of military service subject only to presentation of satisfactory evidence of physical and mental fitness to serve the District on return from military service.
2. Military leave with pay may be granted under conditions specified in the Military and Veteran's Code.

**E. Personal Leave (Without Pay)**

1. Leaves of absence without pay shall be granted to permanent unit members, upon written request, for a period up to twelve (12) months for any one of the following reasons:
  - a. additional training to improve job performance;
  - b. a health leave after sick leave benefits have been depleted. A written statement from unit member's physician shall be required to establish the leave and a written clearance for return to active duty;

- c. child rearing so long as the child is under five (5) years of age;
  - d. to participate in the Sister City Teacher Program, California Academy for Mathematics and Science, and the Los Angeles High School for the Arts; and
  - e. other circumstances when it appears that such leaves will be for the convenience of the District.
  - f. a leave of absence may *not* be used for employment.
  - g. Upon written request, the District shall grant unpaid, pre-childbirth leave of absence to a unit member whose spouse or domestic partner is pregnant and taking pre-childbirth unpaid leave of absence during the same period of time.
2. The District shall notify unit members on unpaid leave of absence by January 15 of each year that they must notify the District in writing prior to February 1 of each school year whether they will return the following September or extend their leave. Such leaves will be reviewed annually and may be extended on a yearly basis for a maximum of two years. Unit members shall be given a priority right to return to their last assigned site. (Reassignment due to request to rescind an extended leave of absence - see Article IX, D. 10.)
  3. Unit members who go on unpaid leave during any pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, unit members shall have the option of continuing their benefits by assuming the monthly cost of the premiums which shall be transmitted according to District policy, except for those unit members taking a leave under the Federal Family and Medical Leave Act of 1993, which requires employers to provide up to twelve (12) weeks of employer paid medical benefits under qualified conditions.

**F. Personal Necessity Leave**

1. Unit members may use accumulated sick leave in any school year for personal necessity for the following reasons:
  - a. The death of a member of the unit member's family when the number of days of absence exceeds the limit provided in the Bereavement section of this Article. Members of the immediate family are determined in the Bereavement Leave section. Authorization to use this personal necessity leave for the death of any relatives because of extenuating circumstances may be granted by the Superintendent or designee.
  - b. Accidents, serious in nature, which:

- 1) involve a unit member's property or the person or property of a member of the unit member's immediate family;
  - 2) involve circumstances the unit member cannot reasonably be expected to disregard; and
  - 3) require the attention of a unit member during assigned hours of service.
- c. Illnesses or problems of a member of the unit member's immediate household which:
- 1) are serious in nature and, under the circumstances, the unit member cannot be expected to disregard; and
  - 2) require the attention of unit members during their assigned hours of service.
- d. Imminent danger to the home of a unit member which:
- 1) is occasioned by a factor such as a flood or fire;
  - 2) is serious in nature which, under the circumstances, the unit member cannot reasonably be expected to disregard; and
  - 3) requires the attention of unit members during assigned hours of service.
2. Unit members may use up to seven (7) days of accumulated sick leave in any school year for personal necessity for the following reasons:
- a. attendance at the funeral of a close relative or friend not living in the unit member's immediate household;
  - b. the birth of a child making it necessary for the father to be absent from his position during assigned hours of service;
  - c. the adoption of a child making it necessary for the father and/or mother to be absent during assigned hours of service;
  - d. personal necessity leave may be used for circumstances which meet all of the following criteria:
    - 1) one of a serious nature which the unit member cannot be expected to disregard;

- 2) one which necessitates the immediate attention of the unit member; and
  - 3) one which cannot be accommodated during off-duty hours.
- e. appearance in court as a litigant;
  - f. to provide services as an elected mayor or city council member; and
  - g. personal use (no tell) leave may be used according to the following criteria:
    - 1) up to a maximum of six (6) days per year, with no reason given, may be utilized for personal use (no tell);
    - 2) unit members must notify the principal (2) workdays in advance prior to using personal use (no tell) leave.
    - 3) unit members shall not use personal use (no tell) leave to “withhold service from the District”; and
    - 4) no request for personal use (no tell) leave shall be granted during the first or last week of school, on days of Back-to-School and Open House meetings, staff development days, STAR testing days, final exam days, or days one is assigned to administer the CAHSEE exam, nor any extension of days preceding or following a legal or local holiday.
- 3. Unit members shall not use personal necessity leave to seek other employment, working either with or without remuneration, recreation, vacation, social activities, political activities, civic or organization activities, or payment of personal bills.
  - 4. A teacher using personal necessity leave shall submit the absence verification form certifying that the teacher is using personal necessity leave for a purpose provided in this article.

Whenever reasonably possible, unit members shall obtain advance approval from their immediate supervisor to use Personal Necessity Leave. Should the approval be denied, the unit member may appeal the decision to the District's Human Resources Department.

#### **G. Sick Leave**

- 1. The purpose of sick leave utilization shall be for physical and mental disability absences which make productive employment impracticable or for legally established quarantine.

2. Unit members who work full time, five (5) days a week, for the school year September to June shall be entitled to ten (10) days of paid sick leave per year for purposes of personal illness or injury.
3. Unit members whose regular assignment is from 190 to 210 days per year shall be entitled to eleven (11) days of paid sick leave per year.
4. Unit members whose regular assignment is more than 210 days per year shall be entitled to twelve (12) days of paid sick leave per year.
5. Unit members who work less than full year shall be entitled to that portion of the ten (10) days paid sick leave as the number of days actually worked relates to the number of total days in the full work year.
6. Unit members who work full time summer school assignments of six (6) weeks duration shall be entitled to one and one-half (1 1/2) days of paid sick leave for summer school (one day for regular school); those who work full time for eight (8) weeks shall be entitled to two (2) days paid sick leave for summer school (1 1/3 days for regular school). Unit members who work less than full-time summer school assignment shall be entitled to paid sick leave on a prorata basis.
7. Unused sick leave shall accrue from school year to school year.
8. Unit members shall be credited in advance with the current year's sick leave entitlement on the first day of the school year, and the District shall notify each unit member annually how many sick days they have accumulated. Sick leave credited in advance to a unit member who does not complete the school year shall be deducted from the unit member's final pay warrant.
9. Unit members joining the Torrance Unified School District shall be authorized to transfer accumulated sick leave credit from the previously employing California public school district or California public school agency within one year of employment.
10. Compensation for Sick Leave
  - a. Unit members who are unable to work because of illness or injury shall receive full salary for the number of their accumulated days of sick leave.
  - b. After all accumulated sick leave has been used, unit members who are still unable to work shall receive up to five (5) months the difference between their pay and the amount actually paid to the substitute assigned to their position or, if no substitute is employed, the amount which would have been paid if one had been employed.
11. Return to Service

- a. Upon return to active service, unit members shall complete an absence report and submit it to the site administrator or designee.
  - b. It shall be the prerogative of the District to require a physician's verification of absences due to illness or injury if the District has reason to believe that an absence may not have been used for proper sick leave purposes.
12. Unit members on a paid leave of absence, unless otherwise provided herein, shall receive the same salary, health and welfare benefits, retirement credit, and salary schedule advancement they would have received if they were not paid leave of absence.
13. Unit members returning from an absence must contact the District or site before 3 p.m. of the day preceding the day of intended return. If they are unable to make a determination before 3 p.m., the District must be notified no later than 6:30 a.m. pursuant to local site procedures.

#### **H. Catastrophic Leave**

Catastrophic leave allows unit members to donate sick leave credits through the Catastrophic Leave Bank to other unit members suffering from a catastrophic illness or injury.

Definitions: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates the spouse or dependent child of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

The District and TTA will establish procedures which will outline how employees may utilize the provisions of the catastrophic leave program.

#### **I. Jury Leave**

A unit member summoned to jury duty is encouraged to seek postponement to a non-work time. A unit member who has received written verification from the court, and upon notification to the District, will be granted five (5) days of paid leave to appear for jury duty. Not more than one percent (1%) of the unit members shall be granted such leave with pay at any one time.

**J. Subpoena Leave**

When a regular unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no monetary loss by reason of this service. Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the District unless fees are greater than the unit member's salary, in which case the unit member may retain the fees and be listed as absent due to personal business.

**ARTICLE XV**

**PROFESSIONAL DEVELOPMENT**

- A. Unit members who are placed on an improvement plan, are participating in induction, or seeking professional growth opportunities may observe their peers with their peer's consent to meet the recommendations of the improvement plan, the induction performance objective, or the self-set growth goals, but they shall not share any evaluative information about their peers to administrators.
- B. TUSD embraces a culture of continuous reflection and improvement. Unit members adopt goals and objectives to improve practice and student achievement each year. Unit members may be required to submit up to three (3) annual goals that support District, school site, department/grade level or subject area goals.

**ARTICLE XVI**

**SITE-BASED DECISION MAKING**

The District and the Association recognize that empowering teachers through a process which allows employees at individual schools to have increased responsibility for making decisions will improve effective professional practice and improve the educational process. Accordingly, in order to provide for the development and implementation of Site-Based Decision Making in the District, the parties agree as follows:

- 1. Elementary School Site Councils, Middle School Site Councils, and High School Site Councils will become the focus for site-based decision making.
- 2. School Site Council (SSC) composition shall be as follows:
  - a. Elementary School - the SSC shall be constituted to ensure parity between (1) the principal, classroom teachers and other school personnel; and (2) parents or other community members.

- b. Middle School - the SSC shall be constituted to ensure parity between (1) the principal, classroom teachers and other school personnel; and (2) parents and pupils.
  - c. High School - the SSC shall be constituted to ensure parity between (1) the principal, classroom teachers and other school personnel; and (2) parents and pupils.
  - d. At all levels, the classroom teachers shall comprise the majority of persons represented under provision (1) in each of the above.
3. School Site Council Election Procedures for Teacher Members
- a. There shall be an annual election of teacher members to the SSC.
  - b. The date of the election shall be set by SSC, and it must be announced and posted two weeks prior to the date of the election.
  - c. Teachers must declare their candidacy for SSC in writing to the TTA Building Representative or Principal at least two days prior to the date of the election.
  - d. Ballots will be prepared and on Election Day will be distributed before school and must be turned in by 30 minutes after the end of the school day.
  - e. The ballots will be counted by the TTA Building Representative, Principal, and SSC Chairperson and the results will be posted.
4. No School Site Council will be empowered to waive any provisions of this Agreement. School site councils may submit site-specific contract amendments for consideration by TTA and the District, but no proposal will be enacted unless agreed to by both parties.
5. The scope of decision making for School Site Councils shall include, but not be limited to, school goals and priorities, School wide Action Plans, school discipline procedures, site staff development plans, school assessment of student learning, health/safety issues, and expenditures of categorical funds allocated by the Board of Education to that site.

## ARTICLE XVII

### PART-TIME/REDUCED SERVICES EMPLOYMENT/ PARTNERSHIP TEACHING

#### A. Part-Time

1. Upon mutual consent of the District and the unit member, a regular full-time unit member may be assigned to a position which is less than full time.
2. Full-time unit members may submit requests for such less-than-full-time assignments in writing using the District's Request for Reduction of Assignment form.
3. Reinstatement to full-time status shall be limited to the availability of a vacant position for which the employee is certified and competent to teach. A vacant position is one for which there is no full-time certificated employee certified and competent to teach (includes certificated employees on leave of absence).
4. Compensation and fringe benefits for less-than-full-time employment shall be prorated as follows:  
Grades 6-12:            One teaching period = 16 2/3 percent  
                                 Two teaching periods = 33 1/3 percent  
                                 Three teaching periods = 50 percent  
                                 Four teaching periods = 66 2/3 percent
5. Unit members employed less than full time shall have the right to pay the difference between the District's contribution toward full-time unit members' fringe benefits and their prorated share.
6. Unit members employed less than full time shall have adjunct duties in proportion to full-time unit members.
7. Unit members employed less than full time shall be required to attend all meetings that full-time unit members are required to attend.
8. Unit members who are accepted for part-time employment shall have their anniversary increments prorated as described in the above schedule.

#### B. Reduced Services

The California State Teachers' Retirement System (CalSTRS) Reduced Workload Program allows eligible members to reduce their workload from full-time to part-time duties (a minimum of 50% of full time) for up to ten years, normally the last ten years before retirement. The program is offered by the District in accordance with CalSTRS guidelines regarding requirements and compensation. Reduced services unit members

may be returned to full-time employment only with the mutual consent of the unit members and the District.

**C. Partnership Teaching**

1. Partnership Teaching is defined as the sharing of one full-time assignment by two unit members both employed part-time.
2. The District and TTA will establish procedures which will outline how employees may utilize the provisions of Partnership Teaching.
3. No more than 2% of the total number of unit members at the K-12 level will be approved for partnership teaching assignments.
4. Teachers entering into a Partnership Teaching assignment shall be considered to be full-time teachers entering into a partial leave of absence. As a result, they retain all rights to regain full-time employment enjoyed by any employee on a leave of absence.
5. Unit members participating in Partnership Teaching shall have the right to pay the difference between the District's contribution toward full-time unit members' fringe benefits and their prorated share.
6. Unit members participating in Partnership Teaching shall have adjunct duties in proportion to full-time unit members.
7. Unit members participating in Partnership Teaching shall be required to attend all meetings and workshops that full-time unit members are required to attend.
8. Unit members who work seventy-five percent (75%) of the instructional days in the school year shall be eligible for vertical movement on the salary schedule. Unit members who work fifty percent of the instructional days in the school year are eligible for vertical movement on the salary schedule after two years of partnership teaching.
9. All unit members who participate in partnership teaching assignments must have a rating of "competent" in all areas of the most recent evaluation, and must be tenured.
10. Partnership teaching, with the approval of the District, shall be designed on one of the following models:
  - a. two teachers sharing one classroom one semester each; or
  - b. two teachers sharing one classroom dividing the work week (three days and two days) or the work day (morning and afternoon). By agreement, teachers may switch their parts of the assignment at the semester.

11. Upon mutual consent of the District and the unit members the partnership teaching assignments will be filled by teachers who have jointly requested to work together.
12. A total plan for the year must be outlined and approved by the District to include the following:
  - a. dates specified on which teachers will be scheduled to work;
  - b. teacher planning and communication system established;
  - c. description of how all adjunct duties will be covered and performed; and
  - d. description of how responsibility for covering parent conferences, Back-to-School nights, Open House, and other school related activities will be met.
13. Sick leave and experience credit will be earned in proportion to time worked.
14. Application procedures and timelines will be mutually agreed upon by TTA and the District.

## **ARTICLE XVIII**

### **INTERMEDIATE DISCIPLINE**

#### **A. Philosophy**

The District and the Association recognize that there may be incidents or situations involving an employee in which it is appropriate and necessary for the District to implement some form of discipline, including suspension. The District and the Association support the initial use of means short of disciplinary suspension to correct or respond to an employee's conduct. The following procedure is intended to establish a fair process which recognizes the right of the District to appropriately discipline employees while also recognizing the right of employees to be subject to discipline only upon a showing of just cause.

- B. Progressive discipline may include but need not be limited to verbal warnings, written warnings and letters of reprimand. These progressive discipline measures shall not be grievable.
- C. The use of the provisions in this Article are not intended to be used in lieu of the evaluation procedures set forth in Article VII - Evaluation.
- D. The unit member retains the right to submit a written response to any action taken by the District under this Article.
- E. Nothing in this Article shall limit the District's right to institute statutory dismissal proceedings and/or institute an immediate suspension or mandatory leave of absence in

accordance with Education Code Sections 44939, 44940, 44942 or any other applicable Education Code provision.

- F. This Article shall not confer any rights upon probationary teachers non-relected pursuant to applicable provisions of the Education Code.
- G. A unit member may be suspended, without pay, for up to fifteen (15) days for just cause. The principles of progressive discipline shall be applicable unless the circumstances, as determined by the District, make prior warnings unnecessary. When a unit member is to be suspended without pay, the District shall adhere to the following procedure:
  - 1. The District shall notify the unit member in writing of any proposed suspension without pay. The District will concurrently provide said notice to the Association.
  - 2. The notice shall contain a specific statement of the act(s), infraction(s), or omission(s) upon which the disciplinary action is based, the proposed length of the unpaid suspension, and a statement of any rules, regulations, or statutes the unit member is alleged to have violated.
  - 3. The unit member shall have two (2) working days from receipt of the notice to request a meeting with the Superintendent. If the unit member does not request such a meeting, the District may schedule and impose the suspension without pay and shall provide written notice to the unit member of the imposition of the unpaid suspension. If a unit member fails to request a meeting with the Superintendent; the unit member waives the right to challenge his/her unpaid suspension through the grievance procedure.
  - 4. If requested, the unit member has the right to be represented by the Association at the meeting with the Superintendent. At the meeting with the Superintendent, the unit member shall be given the opportunity to present a response to the notice and allegations contained therein.
  - 5. The Superintendent shall inform the unit member and the Association within three (3) working days from the date of the meeting with the Superintendent as to whether or not the unit member is to be suspended without pay. For a suspension of 1-5 days, the decision of the Superintendent shall be final and binding.
  - 6. A unit member who is suspended without pay for 6-15 days may appeal the decision of the Superintendent by filing a grievance pursuant to Article XIX - Grievance. Any such grievance shall be initiated by Level III of the grievance procedure within three (3) working days after receipt of the decision by the Superintendent.

- H. The provisions of this Article shall in no way interfere with the right of the District to remove a unit member from the work location to which he/she is assigned, to reassign a unit member and/or place the unit member on paid leave.
- I. Unpaid suspensions shall not reduce or deprive a unit member of health and welfare benefits.

## **ARTICLE XIX**

### **GRIEVANCE**

#### **A. Definitions**

1. A "grievance" is defined as an allegation that the grievant has been adversely affected by a violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. A "grievant" may be any member of the bargaining unit or the Association as per Section 3543.1(a) of the EERA and PERB Decision No. 791.
3. A "day" is any day on which the administrative offices of the District are open for business except when a grievance is filed after May 1 and prior to the end of the school year, the time limits shall be regarded as calendar days. Time limits affected by the winter and spring recesses shall be extended by five (5) days.
4. The "immediate supervisor" is the lowest level administrator having jurisdiction over the grievant and who has the authority to resolve the particular grievance.

#### **B. Forms**

Forms for submitting grievances shall be mutually agreed upon by the Association and the District.

#### **C. Timelines**

1. Since it is important that grievances be processed as rapidly as possible, time limits specified at each level shall be considered maximums and every effort shall be made to expedite the process. Time limits may be extended by mutual agreement.
2. If grievants do not meet the time limits set forth in this Article, they shall lose their right to pursue the grievance procedure or be deemed to have accepted the decision at any level.

3. Every effort shall be made to schedule hearings for the processing of grievances at times which shall not interfere with the regular teaching periods of the participants. If any grievance hearing must be scheduled during teaching periods, the grievant, a unit member serving as representative of the grievant, or any unit member required by either party to participate as a witness in such hearing shall be released from duty without loss of pay for participation at the hearing.

**D. Confidentiality**

1. No public comments shall be made by any party involved in the grievance procedure at any level until the grievance has been resolved.
2. Documents, communications, and/or records dealing with the processing of a grievance shall not be placed in the personnel files of any grievants or other participants in the grievance.

**E. Limits**

1. No reprisals of any kind shall be taken by the District against any unit member by reason of participation in the grievance procedure.
2. Nothing contained in this Article shall be construed as limiting the right of any unit member alleging a grievance to discuss the matter informally with any appropriate District representative and to have the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to share its views. The Association shall be given an opportunity to file a written response to any proposed settlement prior to the final resolution of the grievance.
3. The grievance procedure shall not be used to contest the dismissal of unit members nor the application of the requirements of EEOC, Title VI, Title VII, Title IX, unemployment insurance, or any other federal or state statute for which a specific method of review is provided by law.
4. Issues arising out of the Management Rights section of this Agreement shall not be subject to the grievance procedure.

**F. Grievance Procedure**

1. Informal Level

- a. Before a formal written grievance is filed, the grievant shall attempt to resolve the matter by an informal conference with the immediate supervisor.
- b. Within fifteen (15) days after the occurrence of the act or omission or when the grievant could reasonably be expected to know of the act or omission giving rise to the grievance, the grievant shall request a conference with the immediate supervisor.
- c. The immediate supervisor shall schedule the conference within five (5) days after receipt of the request for conference and respond to the grievant in writing within two (2) days after such conference. If the grievant is not satisfied with the results of the informal conference, the grievant shall proceed to Level I.
  - i. The grievant may be represented by an Association representative at all meetings and hearings above the informal level of this procedure and at the informal level after the grievant has had at least one informal conference with the immediate supervisor.

## 2. Level I

- a. The grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within five (5) days after receiving the response to the informal conference. This shall be a clear, concise statement of the grievance citing the specific section(s) of this Agreement alleged to have been violated and/or misinterpreted and/or misapplied, the circumstances involved, the decision rendered at the informal level, and the specific remedy sought.
- b. The immediate supervisor shall hold a hearing with the grievant and communicate a decision in writing within seven (7) days after receiving the grievance.
- c. Within the above time limits, either the grievant or the immediate supervisor may request, and shall be granted, an additional conference(s) with the other party.

## 3. Level II

- a. If the grievant is not satisfied with the decision at Level I, the grievant may, within seven (7) days, appeal the decision on the appropriate form to the Superintendent or designee.

- b. This appeal shall include a copy of the original grievance, the decisions at the Informal Level and Level I and a clear, concise statement of the reasons for the appeal.
  - c. The Superintendent or designee shall hold a hearing and communicate a decision in writing to the parties within ten (10) days after receipt of the appeal.
  - d. The processing of a grievance beyond Level II shall constitute an expressed election on the part of the grievant and the Association that the grievance arbitration procedure is the chosen forum for resolving the issues contained in the grievance and that the grievant will not resort to any other forum for resolution or review of the issue until the grievance process has been completed.
4. Level III
- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, request in writing, with a copy to the Superintendent, that the Association submit the grievance to arbitration.
  - b. The Association, by written notice to the Superintendent, may submit the grievance to arbitration no later than ten (10) days after receipt of the request for arbitration by the grievant.
  - c. The Association and the District shall, within seven (7) days, request a list of five (5) persons experienced in hearing grievances in public schools from the California State Mediation and Conciliation Service. The selection of an arbitrator shall be determined by a striking process in which the first party to strike shall be determined by a flip of a coin; then each party shall alternately strike a name until one name remains. The remaining name shall be the arbitrator.
  - d. Any questions as to the arbitrability of the grievance shall be ruled upon by the arbitrator.
  - e. The arbitrator's decision shall be limited to the application and interpretation of the provisions of this Agreement; and consideration shall be given only to those issues, facts, opinions, and information which have been carried through all prior steps of the grievance procedure.
  - f. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.
  - g. The arbitrator shall have no power to establish salary schedules or structures.

- h. After the arbitration hearing, the arbitrator shall render a decision in writing within thirty (30) days which shall be final and binding on both parties. The arbitrator's decision is subject to appeal by either party through the courts in a manner prescribed by law.
- i. All costs for the arbitrator and the hearing shall be borne equally by the Association and the District. All other costs shall be borne by the party incurring them.
- j. The Association shall discourage any attempt of unit members and shall not encourage or cooperate with any unit member in any appeal to any court, PERB, or labor board decision of the arbitrator; nor shall the Association or unit members, by any means, attempt to bring about a settlement of any grievance other than via the grievance procedure.

## **ARTICLE XX**

### **SUMMER SCHOOL EMPLOYMENT PROCEDURES**

#### **A. General Guidelines**

- 1. The selection of all summer school teachers is a District responsibility.
- 2. Applications for summer school shall be submitted to the Human Resources Department. Applications received after the deadline will be considered last.
- 3. An applicant must have received a "competent" rating in all areas on his or her most recent evaluation. In addition, the applicant must have received an overall rating of "competent" on the last Summer School Evaluation.

#### **B. Point System**

- 1. The points will be computed based on the completion of the last five (5) school years and summer sessions. Priority will be given to the teacher within the school who has the fewest points during a completed five-year period.
  - a. In order to qualify for a full year's credit of regular teaching, the teacher must have taught at least 75% of the regular school year.
  - b. In order to qualify for a half-year credit of regular teaching, the teacher must have taught at least 50% of the regular school year.
- 2. One (1) point will be assigned for each full-time teaching or counseling assignment during the past five summer sessions.

3. One-half (1/2) point will be assigned for each half-time summer session teaching or counseling assignment during the past five summer sessions.
4. One (1) point will be assigned for each year the teacher was not employed by the District during the regular school year for the same five-year period.
5. Tie-Breakers:
  - a. Order of Employment number
  - b. Least recency of summer school teaching assignment
6. A list of summer school applicants showing current summer school points and BCC, LDS authorizations will be available at each school site prior to summer school assignments being made.

**C. Elementary Schools**

Unit members who wish to be eligible for a summer school teaching assignment will participate in a summer school staff development program, designed to train teachers in the delivery of the prescribed program related to the specialized needs of low achieving students in reading and mathematics.

Unit members participating in a summer school staff development program will receive release time or pay at the contract hourly rate for the time spent in training. Priority is given for the selection of eligible summer school teachers according to the following order:

1. Emergency Immigrant:
  - BCC teaching credential
  - LDS Certificate/ESL authorization
  - LDS Training
  - K-8 teachers with Self-contained teaching credential
  - High School teachers with self-contained teaching credential
  - Current non-teaching certificated employees
  - Temporary teachers
  - Substitute teachers
2. Continued Skill Support 1-3, 4-5:
  - K-5 Teachers
  - 6-8 teachers with self-contained teaching credential
  - High School teachers with self-contained teaching credential
  - Current non-teaching certificated employees
  - Temporary teachers

Substitute teachers

**D. Middle Schools**

Unit members who wish to be eligible for a summer school teaching assignment will participate in a summer school staff development program, designed to train teachers in the delivery of the prescribed program related to the specialized needs of low achieving students in reading and mathematics.

Unit members participating in a summer school staff development program will receive release time or pay at the contract hourly rate for the time spent in training. Priority is given for the selection of eligible summer school teachers according to the following order:

1. Emergency Immigrant:

- BCC teaching credential
- LDS certificate/ESL authorization
- LDS training
- K-8 teachers with self-contained teaching credential
- High School teachers with self-contained teaching credential
- Current non-teaching certificated employees
- Temporary teachers
- Substitute teachers

2. Continued Skill Support (6):

- Grade 6 teachers with appropriate teaching credential
- Other teachers with appropriate teaching credential
- Current non-teaching certificated employees
- Temporary teachers
- Substitute teachers

3. Continued Skill Support (7-8):

Grades 7-8 school summer school teachers shall be properly credentialed and will be assigned to a department according to their present teaching assignment in the following order:

- a. regular teachers at the home school in that department;
- b. regular teachers in the other middle schools in that department;
- c. regular teachers in the home middle school currently teaching subjects in that department but not assigned to that department;

- d. regular teachers in the other middle schools currently teaching that subject in that department but not assigned to that department;
- e. regular teachers in the home middle school credentialed to teach subjects in that department;
- f. regular teachers in the other middle schools credentialed to teach subjects in that department;
- g. regular teachers in the other high schools credentialed to teach subjects in that department;
- h. current non-teaching unit members;
- i. current temporary teachers; and
- j. substitute teachers.

**E. High Schools**

High school summer school teachers shall be properly credentialed and will be assigned to a department according to their present teaching assignment in the following order:

- 1. regular teachers at the home school in that department;
- 2. regular teachers in the other high schools in that department;
- 3. regular teachers in the home high school currently teaching subjects in that department but not assigned to that department;
- 4. regular teachers in the other high schools currently teaching that subject in that department but not assigned to that department;
- 5. regular teachers in the home high school credentialed to teach subjects in that department;
- 6. regular teachers in the other high schools credentialed to teach subjects in that department;
- 7. regular teachers in the other middle schools credentialed to teach subjects in that department;
- 8. current non-teaching unit members;
- 9. current temporary teachers; and
- 10. substitute teachers.

- F. If a summer school teaching assignment does not develop during the first week of summer school, adjustments will be made in teaching assignments in order that the teacher with the least number of points receives a summer assignment.
- G. There are certain summer school assignments which are reserved for people currently teaching these classes. They include:
  - 1. Leadership
  - 2. SAT Preparation
  - 3. Academic Decathlon
  - 4. Computers
  - 5. Speech
  - 6. Band
  - 7. Drill Team/Pep Squad
- H. Special Education summer school course offerings which are considered to be District-wide will be assigned from those teachers who are currently in those programs:
  - 1. Vocational Rehabilitation
  - 2. Special Day
  - 3. Basic Skills
- I. Summer school counselors will be selected according to the District point system.

## ARTICLE XXI

### ADULT EDUCATION

- A. Adult Education teachers employed in California Adult Education Block Grant funded programs on an as-needed basis shall be covered by all the articles of this Agreement with the exception of Class Size and Classroom Teacher Allocation, Hours of Employment and Adjunct Duty, Salary Schedules Rules, Leaves, Evaluation, Transfers and Reassignments, Part-Time/Reduced Services Employment, and Professional Development.
- B. **Definitions:**
  - 1. **Employment Date:** The date an Adult Education teacher began teaching in continuous service other than a summer session or employment as a substitute. A voluntary break in service other than a Leave of Absence will result in a new employment date.

2. Seniority Date: The date an Adult Education teacher first rendered paid service during the regular school year in probationary status.
3. Probationary Adult Education Teacher: An Adult Education teacher who has taught 17 or more hours per week for 75% of the total weeks of the fall, winter and spring terms.
4. Permanent Adult Education Teacher: An Adult Education teacher who has attained permanency in accordance with Section C of this article.
5. Unassigned Hours: Adult Education class hours which are available as a result of offering additional sections of existing courses, reassignments, or the retirement or resignation of an Adult Education teacher. A teacher who creates a new class and additional sections of such classes shall be exempt from this definition during the first school year of their creation.
6. Departments: Adult Basic Education, Adult Secondary Education, English-as-a-Second Language (ESL), Adults With Disabilities, and Career Technical Education.

All hours in specially funded, restricted or grant programs shall be assigned within one of the above departments.

7. Qualified: A teacher meeting both primary and secondary criteria of appropriate teaching credential and appropriate training and/or teaching experience.

**C. Permanency:**

1. Twenty-eight (28) hours a week in California Adult Education Block Grant funded programs is considered a full-time assignment in Adult Education and the maximum number of hours for which permanency may be obtained.
2. Seventeen (17) or more hours per week in California Adult Education Block Grant funded programs must be worked in order to be eligible to receive permanency. Permanency may not be attained for more than twenty-eight (28) hours per week. Hours worked in specially funded, restricted or grant programs shall count along with regular hours in regard to permanency.
3. Adult Education teachers must teach a minimum of seventy-five percent (75%) of the regular school year for two (2) consecutive years in California Adult Education Block Grant funded programs to attain permanency.
4. An Adult Education teacher's permanency hours shall be reviewed each year. If teachers' hours have been increased and the same number of hours has been assigned for two consecutive years, their permanency hours will be increased accordingly, not to exceed twenty-eight (28) hours total. It is not the intent of the

District to reduce the hours of second-year probationary Adult Education teachers for the sole purpose of disallowing attainment of permanent status.

5. Adult Education teachers who attain permanency at a level below twenty-eight (28) hours and who subsequently have their teaching hours increased shall have their permanency increased pursuant to the lower number of hours of their two highest consecutive years.
6. Teachers with tenure in the K - 12 program who become eligible for permanency in Adult Education must, at the time of eligibility, elect whether permanency shall be with the K - 12 program or Adult Education.
7. Adult Education teachers who have attained permanency or probationary status will receive written confirmation of their status each year, including the number of hours for which permanency has been obtained, their employment date and their seniority date.
8. The Association shall receive a TUSD Adult Education seniority listing of Adult Education teachers including names, employment date, seniority date, level of permanency (hours) and current department assignment.
9. Adult Education teachers shall receive written verification of their tentative assignment for the following term prior to the printing of the official brochure: Summer/Fall and Winter/Spring

**D. Assignments:**

1. Adult Education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments.
2. The District shall survey all current Adult Education teachers as to what their preferences for classes and hours would be for each term (Summer/Fall and Winter/Spring).
3. Qualified permanent adult education teachers will be given first consideration for additional hours or reassignments. Unit members who are denied transfers may request a meeting with the appropriate administrator(s) to discuss the denial. Following such a meeting, unit members may request and receive written rationale for the transfer denial.
4. When assigning hours and hiring for Adult Education, consideration will be given to increasing assignments of current qualified probationary or permanent teachers in a particular department before other applicants are considered. Adult Education teachers will be given rationale for not having their hours increased and, if requested, the rationale will be provided in writing.

5. The assignment of unassigned hours shall be done by department in the following priority:
  - a. First Priority - Qualified permanent Adult Education teachers who have less than 30 hours per week ranked by seniority date. In case of a tie in seniority date, the employment date shall be used to break the tie and, in case of a tie in employment date, a lottery shall be conducted. The lottery will be conducted in the presence of the affected Adult Education teachers or their representative.
  - b. Second Priority - Qualified probationary Adult Education teachers ranked by employment date. In the case of a tie in employment date, a lottery shall be conducted to break the tie.
  - c. Third Priority - Other qualified applicants.
6. When there is a need to reduce hours in Adult Education offerings, the reverse order of the assignment priority listed above shall be used provided no permanent Adult Education teacher is reduced below their level of permanency without prior consultation between the District and Association representatives.
7. If it is necessary to discontinue a class of a permanent Adult Education teacher once the assignments are made and the term begins, then the Adult Education teacher of the discontinued class is entitled to bump another less senior Adult Education teacher within the department in which the hours have been discontinued. The bumping process shall begin with the least senior Adult Education teacher and continue until at least the level of permanency of the teacher of the discontinued class has been restored, provided the teacher of the discontinued class is qualified and there is no conflict with their current Adult Education teaching assignment.

**E. Leaves**

1. Sick Leave
  - a. The purpose of sick leave utilization shall be for physical and mental disability absences which make productive employment impracticable or for legally established quarantine.
  - b. Sick leave is earned on the basis of average hours assigned and paid per day during the pay period. (Hours worked in pay period divided by number of work days in pay period). Each adult education teacher shall be notified annually of their sick leave accrual.

- c. Adult Education teachers may utilize their projected earnable sick leave for any school term prior to its being earned. If the Adult Education teacher's assignment is reduced or terminated during that school term, the Adult Education teacher's last salary warrant shall be reduced by the amount of unearned sick leave which was advanced. Paid holidays shall be computed toward sick leave as if they were days worked.
- d. When an Adult Education teacher's sick leave is exhausted due to absence because of sickness or accident, the Adult Education teacher shall be paid the difference between expected regular earnings and the substitute rate (Step 1) for five (5) school months.

2. Bereavement Leave

Adult Education teachers shall have the same Bereavement Leave as is provided other teachers as specified in Article XIV, Section A.

3. Industrial Accident or Illness Leave

Adult Education teachers shall have the same Industrial Accident or Illness Leave as is provided other teachers as specified in Article XIV, Section B.

4. Maternity Leave

Adult Education teachers shall have the same Maternity Leave as is provided other teachers as specified in Article XIV, Section C.

5. Military Leave

Adult Education teachers shall have the same Military Leave as is provided other teachers as specified in Article XIV, Section D.

6. Personal Necessity Leave

Adult Education teachers shall have the same Personal Necessity Leave as is provided other teachers as specified in Article XIV, Section F.

7. Catastrophic Leave

Adult Education teachers shall have the same Catastrophic Leave as is provided other teachers as specified in Article XIV, Section H.

8. Personal Leave (Without Pay)

A leave of absence without pay may be granted permanent Adult Education teachers for a period up to twelve (12) months upon the written request of the Adult Education teacher, subject to the following restrictions:

- a. Leaves of absence may be granted Adult Education teachers who desire to enter training to improve the quality of their service.
- b. After sick leave benefits have been depleted, health leaves may be granted to Adult Education teachers who are incapacitated by illness. A written statement from the Adult Education teacher's physician shall be required to establish the leave, and a written health clearance shall be required for return to active duty.
- c. A leave of absence may also be granted under other circumstances when it appears that such leave would be for the convenience of the District.

Adult Education teachers who go on unpaid leave during any pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, Adult Education teachers shall have the option of continuing their benefits by assuming the monthly cost of the premiums which shall be transmitted according to District policy, except for those Adult Education teachers taking a leave under the Federal Family and Medical Leave Act of 1993, which requires employers to provide up to twelve (12) weeks of employer paid medical benefits under qualified conditions.

9. **Jury and Subpoena Leave**

Full-time Adult Education teachers shall have the same jury duty and subpoena leave as is provided other unit members.

F. **Holidays**

Adult Education teachers who work seventeen (17) hours or more per week shall be provided paid legal and local holidays, except spring recess, if the holiday falls within the adult school term on a day when the Adult Education teacher is normally scheduled to work.

G. **Class Size**

1. California Adult Education Block Grant funded classes are expected to maintain a ratio of at least eighteen (18) students per class assigned. Classes below that level may be subject to cancellation by the District. Classes shall not be closed after the 3 week mark of the term.
2. In the event a California Adult Education Block Grant funded class is canceled during the first hour of the first class, the Adult Education teacher shall be paid for one hour of work.

Some Adult Education Departments may use a pre-registration procedure. Adult Education teachers assigned to teach these classes may request an update of the current enrollment for their classes from the Registration Office prior to the beginning of the term.

Any pre-registration class that does not have the minimum (18 enrolled) may be subject to cancellation prior to the beginning of the term. In such cases, the instructor must be notified forty-eight (48) hours prior to the first class meeting. In the event the 48-hour notice is not given, the teacher shall be paid for one hour of work.

## **H. Salaries**

1. Adult Education teachers shall not receive credit on the salary schedule for teaching experience outside the District.
2. Certificated Adult Education teachers shall earn an annual increment on the salary schedule after teaching in a regular assignment seventy-five percent (75%) of the weeks that adult school is in session, excluding summer school.
3. In the event of an emergency, if a California Adult Education Block Grant funded class is canceled by the District, the District shall notify Adult Education teachers at least twenty-four (24) hours in advance. In the event the District has not given twenty-four (24) hours advance notice, the Adult Education teacher shall be paid for the canceled class.
4. Adult Education schedule placement will be based on service in the Adult Education program.
5. A full-time Adult Education teacher shall receive a stipend each year for an Ed.D. Ph.D., J.D., D.D.S., and M.D. earned from an accredited institution.

## **I. Anniversary Increments**

Anniversary increments as indicated on the salary schedule shall be granted to permanent Adult Education teachers in accordance with the following provisions:

- |          |  |
|----------|--|
| Step 10: | Completion of nine (9) years of service as an Adult Education teacher in the District's Adult Education program. |
| Step 15: | Completion of fourteen (14) years as an Adult Education teacher in the District's Adult Education program.       |
| Step 20: | Completion of nineteen (19) years as an Adult Education teacher in the District's Adult Education program.       |

**J. Fringe Benefits**

1. Once a term has begun, an adult education teacher shall not have their fringe benefit level reduced for the remainder of that term.
2. Adult Education teachers shall be provided fringe benefits as scheduled below:

Hours per Week	Amount Provided
14	50%
15-27	Prorated
28	100%

**K. Reinstatement After Resignation**

1. Probationary Adult Education teachers reemployed within thirty-nine (39) months after resignation shall retain their step on the salary schedule.
2. Permanent Adult Education teachers reemployed within thirty-nine (39) months after resignation shall retain all benefits and rights of a regular permanent Adult Education teacher, with the exception of retirees.

L. Adult Education teachers attending Adult Education orientation sessions or substituting in their department shall be paid at their regular rate of pay. The Contract Hourly Rate shall be paid for District workshops.

M. Adult Education teachers authorized by the District to work beyond their regularly assigned class times shall be paid their regular rate of pay.

**N. Lunch Break**

1. Full-time Adult Education teachers in California Adult Education Block Grant funded programs are entitled to a thirty (30) minute unpaid lunch period. Adult Education teachers may voluntarily select an additional assignment that reduces this period.
2. Travel time for Adult Education teachers assigned to more than one site shall not be included in their lunch period unless the teacher volunteers to do so.

**O. Mileage**

Adult Education teachers who travel between sites are eligible for mileage reimbursement if the time between classes is 30 minutes or less.

**P. Summer School Assignment**

Prior to the assignment of summer school hours, Adult Education teachers will be surveyed to determine their preferences for the summer term, including classes and hours taught. In assigning summer term teaching assignments, consideration will be given to each applicant's qualifications to teach a course, recency of experience, budget constraints and the needs of the program. Current Adult Education teachers will be given consideration over outside candidates. Adult Education teachers will be notified in writing of their assignments prior to the beginning of the summer term.

**Q. Extension of School Term**

When it is necessary to extend the fall, spring or summer term calendar, thereby increasing the number of instructional days, the District will make every effort to notify the Adult Education teachers in California Adult Education Block Grant funded programs by October 15 (for extensions of the fall term) and by May 15 (for extensions of the spring and/or summer term).

**ARTICLE XXII**

**NEGOTIATIONS PROCEDURE**

- A. The Association shall present its initial proposal to the Board of Education in a public meeting. The Board shall hold a public meeting no later than the second subsequent meeting after the presentation of the initial proposal for public input and, no later than the third subsequent meeting, the Board shall present its initial response to the Association's proposal. Before the Board takes action on a negotiated agreement, disclosure will be made at a public meeting of the major provisions of the agreement, including the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years.
- B. Either party to this Agreement may use the services of outside consultants to assist in the negotiations.
- C. The District and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- D. Negotiations shall take place at times, dates, and locations mutually agreed on by the parties to this Agreement provided the meetings are held within five (5) days after receipt of a written request unless extended by mutual consent. If such dates and times are during instructional times, substitutes for classroom teachers representing the Association will be provided by the District.

## ARTICLE XXIII

### SALARY SCHEDULES RULES

#### A. General

Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester shall receive not less than one-half the annual salary applicable to their group and step. A unit member who is assigned less than full time on a daily basis shall be paid on a prorata basis as indicated in Article XVII.

#### B. Initial Placement on Salary Schedules

1. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one year of comparable service up to a maximum of seven (7) increments (steps). A regular (Preliminary or Professional Clear) credential is required for progress beyond Step 3 on the salary schedule.
2. No credit for experience will be allowed for parts of a year less than seventy-five percent (75%) of the total days taught; however, when a fractional part of a year taught outside the District is added to the time served in the District in the same year equal to at least seventy-five percent (75%) of the total days taught, a year's service shall be granted for salary placement.
3. All course work for initial placement must be verified by official transcripts. Obtaining official transcripts is the unit members responsibility. All transcript verifications must be received within thirty (30) days, except when the time limit is extended by the District, of the signing of the unit members' initial contract. Failure to do so will result in the District's paying the minimum salary verified until such documents are received in the Human Resources Department.
4. Earned degrees received and upper division or graduate units of study earned after the bachelor's degree in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college or university at the time of the unit members' initial employment shall prevail. Credit for units earned, other than subject matter units, in a concurrent degree and credential program will be awarded for placement on the salary schedule even though the units are not earned after the issuance of the Bachelor's Degree.

5. Permanent unit members who resign from the District and are subsequently reemployed within thirty-nine (39) months shall be placed on the step of the salary schedule to which they were entitled at the time of their resignations or at the hiring-in rate of a new employee.

**C. Vertical Movement**

All unit members shall advance one vertical step on the salary schedule for each year of service except those whose placement is at the maximum step for their class. A year of service is earned upon completion of a minimum of seventy-five percent (75%) of the total days taught during the prior twelve months. Vertical movement shall be made only at the beginning of the first semester and at the beginning of the sixth school month.

**D. Horizontal Movement**

1. Only semester or quarter units earned after receiving the bachelor's degree will be counted. Course credit for salary placement and movement shall be given only for lower division (with prior approval; see Sections 6 and 7 below) and upper division or graduate course work taken at two-year and/or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.
2. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
3. Unit members must complete and submit the District form for column change and unopened or electronically certified official transcript to the Office of Human Resources to verify eligibility. Salary changes will be applied retroactively to the beginning of the quarter for courses completed prior to the start of the quarter when transcripts are received within the quarter.
4. Certificated Column Change Requirements and Deadlines: Advancement on the salary schedule shall occur on a quarterly basis as listed below. The effective dates for salary changes are the first day of the quarter:

Course(s) Completed by:	*Transcripts Received by:	Retroactive Effective Date:
July 1	September 30	July 1
October 1	December 31	October 1
January 1	March 31	January 1
April 1	June 30	April 1

\*Retroactive applications will only be applied to the current quarter. Transcripts received in a subsequent quarter may only be applied retroactively to the start of the quarter in which it was received.

*(Effective July 1, 2022)*

5. The burden of proof of training, experience, possession of credentials, and other required documents shall lie with unit members, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified. Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for course work taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. To receive credit for course work taken through a foreign university or other institution which sponsors courses for credit, credit must be assigned upper division or graduate status and be given unit value. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning or one of its regional accrediting commissions.
  6. If unit members believe that participation in a lower division course, or a continuing education course, taken at two-year and/or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission will be of direct benefit to the District. The unit member shall submit the 'Petition for Course Credit' form prior to the start of the workshop, class, conference or program for which credit is being requested. Salary credit is to be granted for only workshops, classes, conferences or programs approved by the Human Resources administrator. At least sixteen (16) hours of participation must be involved for each equivalent unit requested for workshops, classes, conferences or programs for which formal university credit is not granted. Repeated participation in a particular class, workshop, conference, or program shall earn no more than four (4) total units.
  7. Such waivers, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in a lower division course(s), unit members must make formal application to the District and receive approval in the form of the aforementioned waivers.
- E. Unit members shall be paid on a calendar-month basis. Unit members shall receive an earned salary advance of approximately one-half (1/2) of the first month's service on the 20<sup>th</sup> of the month and the remainder of the salary shall be paid after the conclusion of the school month on the 5<sup>th</sup> of the following month. Actual payday schedules shall be distributed to unit members in accordance with pay schedule approved by the Los Angeles County Superintendent of Schools.
- F. **Anniversary Increments**
1. Anniversary increments as indicated on the salary schedules shall be granted to unit members meeting the requirements of Columns 4, 5, and 6 in accordance with the provisions of the salary schedule.

2. Service as part-time regular District certificated unit members shall accrue eligibility for anniversary step increments on a prorata basis. Each individual year of such part-time employment shall be computed by converting the salary paid to a percent of the salary which full-time unit members in the same class and step would have been paid.
- G. Unit members shall receive a stipend each year for an Ed.D. Ph.D., J.D., D.D.S., and M.D. earned from an accredited institution. Such stipend shall be increased with the annual salary increase percentage.
  - H. If the District creates any new classifications within the bargaining unit during the term of the Agreement, it shall determine and establish the salary rate and rules applicable thereto in an equitable manner for the balance of the term of the Agreement. It shall notify the Association of any such action.
  - I. Unit members who are authorized to work more than 185 days shall be paid their daily rate of pay in accordance with this Agreement.
  - J. Unit members who are certified by the National Board for Professional Teaching Standards (NBPTS) will receive an annual stipend of \$1,000, or may use the National Board Certification in lieu of a master's degree for placement in Column 5 (only) of the salary schedule.
  - K. CLAD/BCC/BCLAD
    1. The following salary schedules will have the current CLAD amount of \$607.89 embedded permanently into the salary prior to any agreed upon salary increases for the 2023-24 school year: Teachers and Resource Specialists, Teachers on Special Assignment 185 Days, Teachers on Special Assignment/Librarians 192 Days, Teachers on Special Assignment 195 Days, Teachers on Special Assignment 212 Days, High School Athletic Directors & Activities Directors, Program Specialists, and Drevno Community Day Teachers. Moving forward, the CLAD amount will increase as part of the agreed upon salary increases in negotiations since it is now permanently embedded in salary.
    2. Unit members on these schedules who hold a BCC/BCLAD certification will be paid a stipend minus the amount of the CLAD totaling \$3,490.45 before any agreed upon salary increases for the 2023-24 school year. The stipend will increase as agreed upon in salary negotiations moving forward.
    3. Unit members on any other salary schedule (School Psychologists, Behavioral Health Clinicians, and District Social Worker Clinicians, School Psychologist—Behavioral Health Specialists, Nurses, District School Nurse Specialist, Speech/Language Pathologists, Drevno Counselor, Adult Education) can earn a separate CLAD and BCC/BCLAD stipend. The current rate of

\$607.89 for CLAD and \$4,098.34 for BCC/BCLAD will have the agreed upon salary increase added for the 2023-24 year. The stipends will increase as agreed upon salary negotiations moving forward.

4. K-8 Counselors and High School Counselors/Dean of Students salary schedules will retain both the No CLAD and CLAD steps with a stipend for BCC/BCLAD. These schedules will show increases based upon any agreed upon salary negotiations in 2023-24 moving forward.

## **ARTICLE XXIV**

### **HEALTH AND WELFARE BENEFITS**

- A. Benefits specified by law or authorized by the Board of Education shall be provided for all regular unit members. Health and related benefits are part of the compensation system and shall be paid to qualified regular employees of the bargaining unit. Benefits for part-time employees whose assignments are less than full-time shall be prorated in the same ratio as their assignments.
- B. The District shall continue to provide a choice of medical plans (HMO, EPO), dental plans, vision and life insurance; TUSD annual contribution shall be \$9,000 in 2013-2014, \$10,000 in 2014-2015, \$10,500 in 2016-2017 and to continue the work of the TUSD Insurance Committee.
- C. The District shall make a minimum of two positive contacts to notify benefit eligible unit members, one prior to the opening of the school year, and a second contact after the opening of the school year before the close of the open enrollment period.
- D. Employees shall be entitled to purchase dependent coverage for health insurance via payroll deduction.
- E. Bargaining unit members shall continue to be covered under the District's health and welfare benefit programs through the last day of September during the year of which this Agreement terminates.
- F. Bargaining unit members who are sixty-five (65) years of age or younger who retire shall be entitled to enroll in a District-sponsored health program provided that they pay the required premiums in a manner consistent with District practice.
- G. Bargaining unit members who are sixty-five (65) five years of age or older who retire shall be entitled to enroll in a District-sponsored companion coverage health program provided that they pay the required premiums in a manner consistent with District practice. To be eligible, the retired employee must have been employed by the District for a period of five (5) consecutive years prior to retirement.

- H. Bargaining members who are fifty-five (55) years of age or older who retire may be entitled to participate in the Torrance Unified School District Retiree Health Plan (RHP). Refer to the plan document for eligibility and benefits.
- I. The District will continue the IRS 125 plan options.
- J. An incentive program shall reward members of the bargaining unit at the rate of \$50 per day of unused sick leave for any days that remain above 4 of the 10 accrued for the year. The maximum reward for an individual will be \$300. The reward program shall be known as “The Sick Leave Incentive Program” and payments will be issued by the October pay warrant. Any donation of sick days to the Catastrophic Leave Bank will not effect participation in this program provided the unit member donates sick days accrued in years other than the current year.

## **ARTICLE XXV**

### **SAVINGS**

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect and implement the applicable law, rule, regulation, or order. Such invalidation of any part of this Agreement shall not invalidate any of the remaining parts.

## **ARTICLE XXVI**

### **MISCELLANEOUS**

- A. Any individual contract executed between the Board and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement, as long as it is legally binding, shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.
- C. As soon as possible after agreement has been reached by both parties herein, the Board shall have copies of the Agreement prepared for distribution by the Association. The number of copies shall be mutually agreed upon prior to printing, and the cost shall be shared equally by the Association and the Board.
- D. Waivers to any article or provision shall be subject by mutual consent of TTA/TUSD.

## **ARTICLE XXVII**

### **CALENDAR CONSIDERATIONS**

#### **A. Personal Observance Days**

When building a calendar, considerations such as federal holidays, local non-instructional days, and days of cultural/religious significance that could be taken as Personal Observance Day will be considered.

In the TUSD Calendar, each year the date of Yom Kippur will be a student holiday/non-instructional day. In recognition of diverse cultural and religious perspectives, effective July 1, 2024, unit members shall be entitled to take one paid Personal Observance Day (POD), which may be used subject to the following conditions:

1. PODs do not accumulate year-to-year and are forfeited if not used.
2. PODs shall not be used to extend holidays as posted on the District Calendar.
3. PODs may not be scheduled on a non-student day designated for District professional development, days scheduled for final examinations, parent conferences, or parent-teacher nights.
4. The scheduling of PODs is subject to administrative approval. Requests may be denied if the approval of multiple requests would significantly disrupt the operations of the District. Requests will not be denied for arbitrary or capricious reasons. Unit members must request to take PODs five working days in advance.
5. PODs may only be used in full day increments.

## **ARTICLE XXVIII**

### **DURATION AND ZIPPER**

The term of this agreement is from July 1, 2023, to June 30, 2026. This agreement settles all salary, calendar, and article language negotiations for the 2023-24 negotiations cycle. Under this agreement, for the 2024-25 and 2025-26 negotiations cycles, each party may reopen this agreement each year for negotiations regarding salary and fringe benefits, two article language items for each party, and one article language item of mutual consent to both parties.

TTA and TUSD agree to negotiate the following topics during the next two cycles in addition to the two items each and item of mutual consent: Elementary Prep and Planning time and Calendar Considerations Article.

ARTICLE XXIX

SIGNATURE

This Agreement is approved by the Board of Education of the Torrance Unified School District and the officers and members of the Torrance Teachers Association/California Teachers Association/National Education Association on this 20th day of December, 2023.



Jasmine Park, President  
Board of Education  
Torrance Unified School District



Deborah Tabush, President  
Torrance Teachers  
Association CTA/NEA

## APPENDIX A

### HIGH SCHOOL CHAIRPERSON SELECTION PROCESS

There shall be an elected Chairperson for the following nine departments: Applied Technology, English, Fine Arts, Foreign Language, Health/Physical Education, Mathematics, Science, Social Science and Special Education.

The Department Chairperson is elected to represent department members and interests. As such, the Department Chair is responsible for ascertaining the collective will of the department and representing that will in such a way as to further the mission of the school and district. Responsibilities include maintaining knowledge of current trends in content and methodology, leadership in departmental and school accreditation activities, facilitating department budget development, maintaining textbook inventories, preparing initial drafts of department master schedules, reviewing student placement in courses, assisting with articulation meetings, updating course outlines and instructional materials, reviewing outside credit and independent study applications, conducting regular department meetings, attendance at Department Chairperson meetings, participating at all district Subject Area Curriculum meetings, communicating department issues to the site administration and other duties that may arise which require leadership on issues that affect the department.

The election process shall be as follows:

All department members shall be informed by the Principal of the selection process and date of the department meeting at which the election of chairperson will be held at least two weeks prior to the date of such meeting. A teacher shall be considered a member of the department in which the majority of his/her classes belong. If a teacher is assigned equal numbers of classes in two or more departments then the teacher shall be considered a member of the department in which he/she is authorized by credential major to teach, credential minor to teach, or has the greatest teaching experience. Candidates for Department Chairperson shall be permanent teachers nominated by fellow teachers in the department (with the consent of the nominee) and/or volunteers. The election process shall include voting by secret ballot with majority support of those voting to elect. In cases of more than two candidates it is suggested that the candidate with the fewest votes be eliminated in subsequent balloting until one candidate receives majority support. The principal shall be notified of the name of the elected Department Chairperson using this form.

There shall be no split stipends. In the event of unforeseen circumstances, the chairperson may relinquish responsibility of the position. The position would then be put up to a vote of members of the department to select a new chairperson.

If there is not a chairperson selected by the department for the following year by May 31, the Principal shall appoint a member of the department to the position on or after June 10.

In the event of an ineffective Department Chairperson, the following will occur:

1. Principals will document poor performance in writing and through conferences with the Department Chair.
2. An evaluation citing areas of poor performance will be presented to the Department Chair.
3. A single appeal to the Senior Director – Secondary Schools will be provided.
4. Department Chairpersons relieved from duty through this process will be ineligible for the position for the following school year.

I understand the expectations of this position and, having been elected by the members of my department, accept this position and pledge to fulfill them to the best of my ability.

Name of Elected Person \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX B

### PEER ASSISTANCE AND REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Career-long development of teaching practice and continuous improvement is a goal for all teachers, even the most skilled. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development.

Teachers 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. Among the programs offered are Peer Assistance and Review (PAR), Beginning Teacher Support and Assessment (BTSA), Pre-intern Program and Staff Development. A continuum of professional development services will be provided to meet the range of needs.

1. Peer Assistance and Review (PAR) Panel
  - A. The PAR panel shall consist of eleven (11) members, the majority of whom shall be permanent certificated classroom teachers. Three teacher members of the panel shall be elected by the classroom teachers of similar grade level (elementary, middle and secondary). The other three teacher members of the panel will be selected by the Association. The District shall select five (5) panel members with representation from elementary, middle and secondary administrators.
  - B. The PAR Panel shall establish rules and procedures for operating. A quorum of seven (7) panel members shall be present for the panel to conduct business. When and if there are only seven panel members present, a majority must be classroom teacher members. Beyond the quorum requirement, the “majority classroom teacher” rule need not apply.
  - C. Teachers who are members of the panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. Panel members shall receive a stipend. In addition, if panel members, in carrying out their responsibilities as members of the panel, find it necessary to work beyond their regular workyear, they shall be compensated at the contract hourly rate.
  - D. The PAR Panel shall be responsible for the following:
    1. Providing annual training for the panel members.

2. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
3. Selecting the Consulting Teachers
4. Providing for the training of Consulting Teachers prior to their participation in the program.
5. Adopting rules and procedures to effect the provisions of this Article.
6. Distributing, at the beginning of each school year, a copy of the adopted rules and procedures to all bargaining unit members and administrators.
7. Establishing a procedure for application as a Consulting Teacher including determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget and other relevant considerations.
8. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
9. Establishing a feedback system from participants for program evaluation.
10. Evaluating annually the impact of the PAR Program in order to improve the program.

E. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

F. The PAR Panel and the program shall expect and strongly encourage a cooperative relationship and ongoing communications between the Consulting Teacher and the principal with respect to the process of peer assistance and review.

## 2. Participating Teachers (PT)

A. A Referred Participating Teacher is a teacher with permanent status who is deemed to need improved performance in instructional skills, mastery of content knowledge, classroom management and/or related aspects of teaching by the principal as noted with a "U" (Unsatisfactory) rating in their formal evaluation. Each Referred Participating Teacher shall receive no less than 20 hours of assistance per semester from the Consulting Teacher.

B. A Voluntary Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program in order to improve the teaching performance. Such teachers may include those changing grade

level or subject assignment, National Board for Professional Teaching Standards Certification candidates or those teachers who have received an “N” (Needs Improvement) on their formal evaluation. The purpose of participation in the PAR Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. All communication between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential, and without the written consent of the Voluntary Participating Teacher, shall not be shared with others, including the site principal, the evaluator or the PAR Panel. The Voluntary Participating Teacher may terminate his or her participation in the PAR Program at any time.

- C. A Beginning Participating Teacher is a BTSA participant, Pre-intern program participant, or any newly hired teacher.
- D. A Consulting Teacher is assigned to a Participating Teacher by the Panel. A Participating Teacher may request a change in the assigned Consulting Teacher through the process determined by the Panel.

3. Consulting Teachers (CT)

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the rules and procedures, provided that the following shall constitute minimum qualifications:
  - 1. Shall be a credentialed classroom teacher with permanent status.
  - 2. Shall have a minimum of five (5) years of classroom experience.
  - 3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- B. Consulting Teachers shall be selected by a majority vote of the PAR Panel and all applications and references shall be treated with confidentiality. The selection of Consulting Teachers shall, in part, be determined using a matrix with regard to grade level and subject discipline to cover the needs of the program.
- C. Consulting Teachers shall receive a stipend and shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years; however, the number of terms shall not be limited.

- D. Consulting Teachers shall serve for a specified number of hours per year in their capacity as a Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teachers. The Consulting Teacher duties may include presenting staff development programs as well as working one-on-one with participating teachers.
- E. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program.
- F. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- G. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- H. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he/she concludes that the teaching performance of the Referred Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her input and signature before it is submitted to the PAR Panel. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Consulting Teacher shall submit a final report to the PAR Panel. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) days, and have it attached to the final report.
- I. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

#### 4. Miscellaneous

- A. The intent of this article is to establish a teacher peer assistance and review system as a critical feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter

knowledge or teaching strategies, or both. It is further the intent that procedures for this program be coordinated with activities for professional staff development, the Beginning Teacher Support and Assessment Program, and the biennial evaluations of certificated employees.

- B. The State of California provides funding for the program established by this Article pursuant to Article 4.5 of the Education Code. The parties agree that the District shall not be required to provide services under this program that cost more than the funding provided by the State under Article 4.5 of the Education Code.
- C. Nothing in this article precludes the principal or District from conducting informal or formal observations, nor from fulfilling obligations regarding the evaluation process contained in Article VII of this agreement. Nothing herein shall modify the District's right to issue notices of unsatisfactory and/or unprofessional conduct pursuant to the Education Code.
- D. The grievance process contained in this agreement is limited to the PAR Program and is not extended to BTSA or other staff development programs referenced in this Article, nor shall a unit member have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel. However, a unit member may file responses which shall become a part of the official record of intervention or as attachments to any material placed in the personnel file.
- E. The District shall hold harmless and indemnify the members of the PAR Panel and Consulting Teachers for any liability arising from their participation in this program.



AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	* 1	2	3	4	5			1	X 2	3	3	4	5	6	7	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	X 10	* 11	12	13	14	8	9	10	11	12
11	12	13	14	15	15	16	17	18	# 19	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
18	^ # 19	# 20	: 21	22	22	23	24	25	26	20	21	22	23	24	X 24	X 25	X 26	* 27	* 28	X 22	X 23	* 24	* 25	X 26
25	26	27	28	29	29	30				27	28	29	30	31						X 29	X 30	* 31		

JANUARY					FEBRUARY					MARCH					APRIL					MAY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			* 1	X 2	2	3	4	5	6	2	3	4	5	# 6			X 1	X 2	X 3					X 1
5	6	7	8	9	* 9	10	11	12	13	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8
12	13	14	15	16	* 16	17	18	19	20	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
* 19	20	21	22	23	23	24	25	26	27	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22
26	27	28	29	30						X 30	X 31				27	28	29	30		* 25	26	27	28	29

JUNE				
M	T	W	TH	F
1	2	3	4	5
8	9	10	» 11	+ # 12
15	16	17	18	* 19
22	23	24	25	26
29	30			

First Semester: 91 days	Second Semester: 89 days	Progress Reports (ES):	End of Quarter (HS/MS)	Graduation (Promotion MS)
<u>^ Teachers Report</u> August 19		October 10	1st Quarter Oct. 24	Adult School May 29
<u>: Students Report</u> August 21		December 5	1 <sup>st</sup> Semester Jan. 23	High School June 10
<u>» Students Last Day</u> June 11		March 20	3 <sup>rd</sup> Quarter Mar. 27	Middle School June 11
<u>+ Teachers Last Day</u> June 12			2 <sup>nd</sup> Semester June 11	<b><u>Adult Education</u></b>
<u>Parent Conferences (ES):</u> Jan 20-29		January 16	<b><u>Adult Ed Teachers Report</u></b>	Fall Aug 26 – Dec 13
<u>At Risk Conferences (ES):</u> Oct 16-17 and Mar 25-27		June 11	August 22	Winter Jan 6 – Mar 13
				Spring Mar 17 – May 30

* HOLIDAYS PER EDUCATION CODE §37220				DATE IN 2025/26	DAY OF WEEK	# SBCP Staff Development/Student Free Days (K-12)
*HOLIDAY	DATE IN 2025/26	DAY OF WEEK	DAY / DATE EACH YEAR			
*Independence Day	July 4	Friday	July 4	# August 19	Tuesday	Teachers Report
*Labor Day	September 1	Monday	1 <sup>st</sup> Monday in September	# August 20	Wednesday	Orientation/Planning
*Veteran's Day	November 11	Tuesday	November 11	# September 19	Friday	Professional Dev.
*Thanksgiving Day	November 27	Thursday	4 <sup>th</sup> Thursday in November	# March 6	Friday	Professional Dev.
*Thanksgiving Holiday	November 28	Friday	4 <sup>th</sup> Friday in November	# June 12	Friday	Teachers Last Day
*Christmas Eve	December 24	Wednesday	December 24			
*Christmas Day	December 25	Thursday	December 25			
*New Year's Eve	December 31	Wednesday	December 31	X October 2	Thursday	Local Non-Instructional Day
*New Year's Day	January 1	Thursday	January 1	X November 10	Monday	Local Non-Instructional Day
*M.L. King Jr. Day	January 19	Monday	3 <sup>rd</sup> Monday in January	X November 24-26	Monday-Wednesday	Local Non-Instructional Day
*Lincoln Day	February 9	Monday	February 12	X Dec. 22-23, 26-30, Jan. 2		Winter Break
*President's Day	February 16	Monday	3 <sup>rd</sup> Monday in February	X March 30-April 3		Spring Break
*Memorial Day	May 25	Monday	Last Monday in May	X May 1	Friday	Local Non-Instructional Day
*Juneteenth	June 19	Friday	June 19			

# Appendix D

## Memorandum of Understanding

### Between the Torrance Teachers Association and The Torrance Unified School District

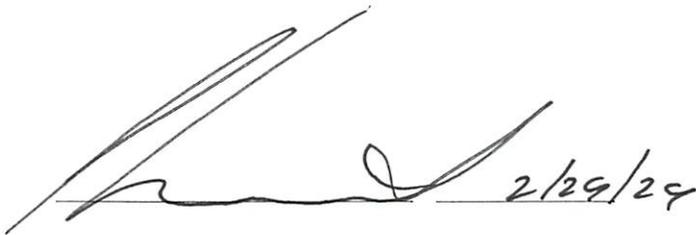
February 29, 2024

This Memorandum of Understanding (MOU) is effective July 1, 2024 and the language below will be incorporated into the Collective Bargaining Agreement in the 2024-2025 negotiation cycle. This MOU is to clarify language agreed upon during the 2023-2024 negotiation cycle.

**The District and the Association agree as follows:**

#### Article IX - Section C

3. a. Upon written notification of the assignment from their site administrator of an elementary 3/4 combination class weighted to 4th grade or a 4/5 combination class, a teacher shall have 48 hours to choose between the stipend or the Instructional Assistant support. The choice is irrevocable for that school year.
5. Moving forward, the stipend amount for combination classes will increase as part of the agreed upon salary increases in negotiations.
6. The parties agree that the secondary combination class stipend will be reviewed over the course of this first year of implementation and will be negotiated during reopeners without counting against reopener limits.



Handwritten signature of Julio Hernandez in black ink, followed by the date 2/29/24.

Julio Hernandez

Date

Chief Personnel Officer, TUSD



Handwritten signature of Deb Tabush in blue ink, followed by the date 2-29-2024.

Deb Tabush

Date

President, TTA