

The TORRANCE TEACHER

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WHEN WE FIGHT, WE WIN!

If we don't hold them accountable, who will? The "them" in this scenario is TUSD. Since the close of the school year, two important fights for accountability have been fought for and won by the Association on behalf of members. These two fights are outlined below.

Summer School Contract Language Ignored

The last few weeks of the school year, some members reached out to the Association wondering why they had been overlooked for summer employment when they were sure they should have received a position based on the point system outline in Article XX of the Collective Bargaining Agreement (CBA). One member started the grievance process and then dropped it. The Association picked it up on behalf of all members since so many were impacted.

Through the Association's investigation of the matter, it was discovered that Human Resources had not put together a points list for use with the ELOP Summer Program. Matter of fact, all twenty-five positions filled for the ELOP Summer Program were filled by people who would not have been hired if HR had followed the contract using the point system. To minimize the harm caused to members by TUSD not following the contract, the Association worked with TUSD on a settlement to pay the members who should have been placed in a position \$1,000 each if they were not placed in a position by the start of the summer program. These teachers would also have a priority right to subbing in the program. This settlement didn't solve all problems or harm to employees, but it mitigated some of the harm and ensured that HR now knows the contract language and their responsibilities regarding summer program hiring.

Even with the settlement being signed before the start of summer programs, the implementation of the settlement has not gone smoothly. First, HR was calling from the priority sub list in the same order every day, meaning only a few people were getting all of the subbing positions. TTA found out through a curious member and demanded that the list be rotated so that all impacted members on the priority rights list would have an equitable chance at subbing. And now, the settlement is having to be rewritten because it has come to light this week that HR has erroneous information on the number of points for at least one member—and probably more. The TTA Office is working with HR right now to determine the best way for the 149 applicants to check the accuracy of the points TUSD has on record. Once the accuracy of the points list is settled, the settlement will have to be rewritten. Once the settlement is rewritten, TTA will demand a date of pay for the impacted members. It shouldn't be this hard to enact an agreement and try to lessen the harm inflicted on employees, but HR cannot seem to pull it together.

Comparatively, the Special Education Office did put together a points list for the ESY Summer Program that they sent to applicants in April for verification. In the ESY Program, the only people not placed based on points were due to not meeting credentialing criteria for the program. Otherwise, they had a points list that was vetted by applicants and then positions were filled within the rules of the contract. So, the systemic issues seem to reside in HR.

[HERE](#) is the ELOP Summer Program Points List for those who applied. Please check the points that TUSD has listed as soon as possible. Let HR know if there are errors so that they can be corrected. Once we have a corrected list, we can move forward with a revised settlement.

PERB Rules in TTA's Favor in Unfair Labor Charge against TUSD

In June, Judge Scott Miller, an administrative law judge for the Public Employees Relations Board (PERB), ruled Torrance Unified School District "violated the Educational Employment Relations Act (EERA), Government Code Section 3540 et seq." The ruling was finalized in the first week of July. This PERB ruling was two years in the making—stemming back to April 2024.

Judge Miller found that TUSD:

1. illegally restricted employee contact with other employees, students, and/or their parents regarding District investigations, absent special circumstances;
2. interfered with and/or denied the representational rights of the Association and of employees in investigative proceedings;
3. failed and/or refused to meet and negotiate in good faith with the Association by not timely furnishing information regarding investigative interviews;
4. imposed reprisals against employees because of protected activity and/or denied the Association's right to represent employees by:
 - a) issuing investigative reports and/or proposed or final disciplinary documents accusing employees of insubordination for exercising rights to effective representation in investigative meetings;
 - b) involuntarily transferred employees in reprisal for protected activity;
 - c) denied employees reasonable access to their personal property and/or failing to exercise reasonable care to prevent the loss of employee property while it was exclusively in custody and control of the District.

The District has been directed by Judge Miller to take corrective action to make the affected member and Association whole. While the process was lengthy, it was the right thing to do—to protect the impacted member from these direct harmful actions and all other members from potential continued harmful actions.

Remember that sometimes the war is long. Sometimes we might lose a battle, but the war will be won when we join against injustice and unfair labor practices. As a matter of fact, we are currently battling the District with multiple grievances and complaints. It is up to us to hold them accountable, as they will not do it themselves. The PERB ruling can be found [HERE](#).