

**COLLECTIVE BARGAINING
AGREEMENT**

TORRANCE TEACHERS ASSOCIATION

and

TORRANCE UNIFIED SCHOOL DISTRICT

JULY 1, 2006

through

JUNE 30, 2009

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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, Children's Center teachers, other teachers, librarians, nurses, counselors, speech pathologists, psychologists, 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.

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 the conclusion of 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 three (3) days of paid leave per school year provided the Association reimburses the District for the costs of the substitute.

J. 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.

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 resolicited. Association dues, upon formal written request from the Association to the Board, shall be increased or decreased without resolicitation 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. **Organizational Security (Fair Share Provision)**
- Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a service fee not to exceed the membership dues, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory service fee deductions.
- D. **Unit Exemptions**

The following unit members shall be exempt from the Organizational Security/Fair Share Provision: Adult Education teachers who are assigned less than 17 hours per week.

E. Religious Exemption

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in-lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor, charitable organizations exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- a. American Red Cross
- b. American Cancer Society
- c. American Heart Association
- d. American Lung Association

2. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association Executive Board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

3. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in the form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

F. 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.

G. The Association and the District agree to furnish each other any information necessary to fulfill the provisions of this Article.

H. **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 AND ADJUNCT DUTY

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

1. Unit members shall be at school thirty (30) minutes before the opening of the regular 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.
2. 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.
3. Unit members shall remain a sufficient time after their classes to take care of student needs, attend scheduled parent conferences, administrative

conferences or meetings, and to participate in assigned and voluntary adjunct duties.

4. Collaboration models shall be built as not to add any minutes to the school or workday.

B. Middle School Teachers (6-8) Hours

1. Unit members shall be at school thirty (30) minutes before the opening of the regular 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.
2. The instructional time shall be in accordance with Education Code 46201 as follows: Grades 6-8: 54,000 minutes of instruction annually.
3. Unit members shall remain a sufficient time after their classes to take care of student needs, attend scheduled parent conferences, administrative conferences or meetings, and to participate in assigned and voluntary adjunct duties.
4. Collaboration models shall be built as not to add any minutes to the school or workday

C. High School Teachers (9-12) Hours

1. Unit members shall be at school thirty (30) minutes before the opening of the regular 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.
2. The instructional time shall be in accordance with Education Code 46201 as follows:

Grades 9-12: 64,800 minutes of instruction annually.
3. Unit members shall remain a sufficient time after their classes to take care of student needs, attend scheduled parent conferences, administrative conferences or meetings, and to participate in assigned and voluntary adjunct duties.
4. Collaboration models shall be built as not to add any minutes to the school or workday

D. Counselors/Librarians/Nurses/Psychologists/Speech Pathologists Hours

It is understood that the workday for non-teaching unit members shall include time before and after the regular school day for the purpose of meeting with students, teachers, and parents, and attending administrative conferences and meetings.

E. Other Non-Teaching Unit Members' Hours (Resource Teachers and Program Specialists)

The minimum length of the workday for other non-teaching unit members shall be equivalent to the professional day of other District office certificated employees.

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

F. Work Year Calendar

The work year calendar shall be subject to negotiations and included in this Agreement. It shall contain 180 days of instruction, three student-free days for staff development, and 2 orientation/planning days, for a total work year of 185 days.

The following positions are ten calendar months: Resource Teacher (Literacy), Counselor (High School), Librarian, Athletic Director, and Student Activities Director.

The following positions are eleven calendar months: Reading Recovery Teacher Leader, Resource Teacher (BTSA), English Language Development Program Specialists, Special Education Program Specialists, Resource Teacher (Staff Development), and Resource Teacher (Special Projects).

G. 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.

H. **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 (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.

A. 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.

I. **Substitutes**

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.

If it becomes necessary for unit members in grades 6-12 to substitute for absent unit

members' classes, the unit members will be paid one-fifth (1/5) of the daily substitute rate after the first day of coverage. (Effective September 1, 2003)

J. Adjunct Duties

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.

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.

The parties also recognize that unit members participate in adjunct duties on a 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 school and District advisory committees.

An opportunity will be provided at the beginning of the school year to involve the staff in the design and implementation of a collaborative process to clarify the adjunct duty needs of the school and make recommendations to the site administrator.

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 Site Representatives. Voluntary time shall count along with assigned time in balancing out the adjunct duty responsibility.

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.

Itinerant teachers who travel every day between sites will not be assigned adjunct duties that require teacher supervision of students.

K. 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 Resource Department.

L. 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 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.

M. 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.

N. 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.

O. 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.

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

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;

Assessing student learning;

Developing as a professional educator;

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.

- Psychologist, Program Specialist, Counselor (Special Education), 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

Unit members shall not participate in the observation and/or evaluation of other unit members, except as described in and related to the Peer Assistance & Review Program (PAR) and the Beginning Teacher Support & Assessment Program (BTSA) as explained in Article XV.

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.

F. Individual Plans for School Site/District Focus Area & Content Standards

As part of the evaluation process, unit members may be required to submit written individual plans indicating specific school site/District Focus Areas for individual emphasis and areas of growth relative to the California Standards for the Teaching Profession /Content Standards. (For more details, refer to TUSD, School Site/District Focus Area Plan and Individual Teacher Development Plan forms).

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 specify 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 course of the evaluation period, circumstances may require modification of the individual plans.

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).

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

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

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 Division.
- 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

TRANSFERS AND REASSIGNMENTS

A. Definitions

1. A "transfer" refers to any District action which results in the movement of unit members from one site to another.
2. A "reassignment" refers to any District action which results in unit members being assigned to another level or department at the same site.
3. A "vacancy" refers to a position created by the resignation or retirement 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.
4. The "most junior unit member" refers to the unit member with the shortest total length of District-paid service. Length of District service shall mean all continuous paid service uninterrupted by a break in service unless said break is less than 39 months in length. Only service as a permanent, probationary, temporary or long-term substitute shall count provided 75% of each year was completed.
5. "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 teaching 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.

C. Combination Grades Assignment

The District shall assign elementary combination grades in a fair and equitable manner. The District shall provide ten (10) hours per week of Instructional Assistant time for elementary 4/5 combination classes and 3/4 combination classes weighted to 4th grade.

D. Transfer Due to Declining Enrollment

1. It shall be the responsibility of the site administrators and the Human Resources Division to determine the number of excess unit members, establish the District's excess list, and transfer excess unit members.
2. The Human Resources Division 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.

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 Division, 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 Division, 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 Division, the unit members involved, and a representative of the Association.

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;
Category B - teachers with credential minors or equivalent or with a minimum of 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 Division, 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 determine 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 Division, the unit members involved, and a representative of the Association.

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 Division 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 When Returning from Leave of Absence (More Than One Year)

- a. Unit members returning from a leave of absence of more than one year duration shall be assigned to the District's excess list.
- b. These unit members shall be given priority if a vacancy occurs in the department or primary or upper grade level at their last school after all current excess unit members from that school have been placed.

10. 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:

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 Division, 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 Division 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 Division up to the close of the school year. These requests will remain active until July 15. 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 Division 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 Notification

1. Prior to the end of a school year, unit members, except excess unit members, shall be notified in writing of their tentative assignments for the coming year.

2. If tentative assignments are changed during the summer, unit members shall be notified by mail addressed 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 CLASSROOM TEACHER ALLOCATION

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) K-3: 32 students - The District will allocate additional staff so long as the State funds the California Class Size Reduction Program at or above the current level of funding and the Board of Education authorizes participation.
 - (b) 4-5: 32 students
 - 2) Middle Schools

(a) 6th – 8th grade: 35 students (academic classes)

6th – 8th grade Physical Education: 55 students

Business, Typing, and Keyboarding classes to 30 students.

Applied Tech, Life Management, and Technology Ed. classes to 28 students

3) Secondary Schools

(a) 9-12 35 students

(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 classes may be exempted from class size limitations.

9th – 12th grade Physical Education.(non-athletic team/sport): 55 students

Business, Typing, and Keyboarding classes to 30 students.

(f) Applied Tech, Life Management, and Technology Ed. classes to 28 students.

b. The District shall make every effort to maintain individual teacher load (6-12) as follows:

1) Middle Schools

6-8 : 165 students

2) Secondary Schools

(a) English - 165 students

(b) Math - 165 students

(c) Science - 165 students

(d) Soc. Studies - 165 students

Foreign Language – 165 students

2. Leveling

The District shall make every effort to level class sizes during the first four (4) weeks of the school year. If after the first four (4) weeks of school the District finds it necessary to assign a student to a class in excess of the class

sizes specified above, every effort shall be made to first 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 Classroom Teacher Allocations

1. Elementary Schools

a. Kindergarten - Primary

- 1) One teacher shall be allocated for each 30 students in grades kindergarten through 3/4 combination.
- 2) The provision for additional staff shall be considered when the kindergarten through 3/4 student:teacher ratio exceeds 31.0.
- 3) The District will allocate additional staff so long as the State funds the California Class Size Reduction Program at or above the current level of funding and the Board of Education authorizes participation.

b. Upper (4-5)

- 1) One teacher shall be allocated for each 32 students in grades 4-5.
- 2) The provision for additional staff shall be considered when the 4-5 ratio exceeds 33.0.
- 3) School staff reduction shall not be considered when the reduction increases the student:teacher ratio above the regular allocation formula.

Middle Schools (6-8)

- a. One teacher shall be allocated for each 29 students. The equivalent of one music teacher shall be allocated for each middle school above

the stated allocation.

- b. Additional staff shall be considered when the sixth through eighth grade ratio exceeds 30.0.
- c. School staff reduction shall not be considered when it increases the student:teacher ratio above the regular allocation.

3. Secondary Schools

- a. High school teachers are allocated on the basis of one teacher for every 28.5 students of regular enrollment. In addition to the regular teacher allocation accommodations are made for the following when authorized at the site: 9th grade English, Student Activities, Adaptive PE, GATE Coordinator, and Athletic Director.

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

- b. Allocation of regular teachers is based on the second semester enrollment projection. Additional temporary teachers for the first semester may be allocated based upon the projected number of students who will graduate at the end of the first semester.

The Board reserves the right to alter the above allocation formulas after consulting with the Association.

ARTICLE XII

SPECIAL EDUCATION

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

The District shall make every effort to see that identified special education students are evenly distributed among general education classes. In making class assignments, special education students may be clustered in order to meet the needs of all students.

The District will make every effort to keep general education classes with severely disabled students lower in size than other general education classes. Severely disabled students are those designated according to state guidelines and as indicated in their Individualized Education Plan (IEP).

The District will coordinate release time, whenever possible and practical, for unit members who provide services for special education students 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.

Th

The site administrator will make every effort to provide reasonable prior notice to affected teachers regarding placement of special education students.

The District shall make every effort to schedule Individualized Education Plan (IEP) meetings during the workday and to provide release time for those unit members participating. Unit members attending IEP meetings will be provided appropriate physical relief breaks and the contracted duty-free lunch period.

The District recognizes that the Individualized Education Plan (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.

The District may authorize a parent, guardian, or representative of a student to observe the student in the classroom with 24-hour notice to the teacher along with a limit of 30 minutes for each observation.

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 K-12; 40 students preschool
Learning Center	maximum 50 special education students between 2 teachers

Certificated Special Education staff may be involuntarily transferred or reassigned each year if necessary, based on fluctuating caseloads and/or student need. These unit members are entitled to the same protections regarding voluntary transfers under Article IX.

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) and, after due process, may suspend the student for good cause for the day of the removal and the day following. Unit members shall immediately report suspensions to the principal, send the student(s) to the principal for appropriate action, and, 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 suspension.
3. The unit members who suspend a student shall have the sole discretion on whether or not the student shall be allowed to make up any missed classwork/homework or tests.

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 reasonable 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).

4. The District shall be entitled to subrogation rights, if any.

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 the unit member's spouse. It 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 personal necessity leave.

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.
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 three years. (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:

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 business leave may be used according to the following criteria:
 - 1) up to a maximum of three (3) days per year, with no reason given, may be utilized for personal business;
 - 2) unit members who request approval for personal business leave must do so at least three (3) workdays in advance;
 - 3) unit members shall not use personal business leave to “withhold service from the District”; and
 - 4) no request for personal business 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, 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.

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 Division.

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

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

<p>design and implementation of programs to improve the quality of expanded and improved professional development.</p> <p>Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance standard. Among the programs offered are Peer Assistance and Review (PAR) and Beginning Teacher Support and Assessment (BTSA), Pre-intern Program and Staff Development. A continuum of professional development services will be provided to meet the unique needs.</p>	<p>Programs to improve the quality of expanded and improved professional development.</p>	<p>The PAR Panel shall establish rules and procedures for operating. A portion of the panel to a busess shall be presented for (Re) and Beginning and Staff Development. A and to meet the unique needs.</p>
<p>1.</p>	<p>Peer Assistance and Review (PAR) Panel</p>	
	<p>A.</p>	<p>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.</p>

		B.	2.	Establishing PAR Panel shall own rules and procedures for operating.
				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 procedures for application as a Consulting Teacher for the selection of a Chairperson the Subcommittee	
		3.	Selection of 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.	

		70.	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.	

		A.	10.	<p>Evaluation of the teacher is a teacher with impact of the PAR Program in order to improve skills, mastery of content knowledge, classroom management and/or related aspects of teaching.</p>
		E.		<p>Aspects of teaching 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.</p>
		F.		<p>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.</p>
2.				Participating Teachers (PT)

	B.	<p>A Referral Participating Teacher is a teacher with permanent status who is documented to participate in the BAR program in order to demonstrate mastery of content knowledge, classroom management and/or change of grade level/subject by the principal as indicated by the principal on the National Board for Professional Teaching Standards Certification. Each Referral Participating Teacher shall receive an annual (once) improvement assistance performance review. From the Consulting Participation Teacher BAR Program for the</p>
		Voluntary Participating
		<p>Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the</p>

	B.	<p>A Voluntary Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program in order</p>
		<p>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.</p>

		C.	3.	Shall	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.	

		C.	3.	Shall demonstrate a stipend and shall exemplify the provided release time as teaching ability. The term of the Consulting Teacher shall be among the (3) years; however, things, the 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.

	E.	<p>The 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.</p>
	D.	<p>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.</p>
	E.	<p>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.</p>

	H.	The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during the school instructional period should the Referred Participating Teacher be observed, or that further assistance will not be productive. A copy
	G.	The Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her 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

	H.	<p>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.</p>
	I.	<p>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.</p>

	C.	Nothing in this article precludes the principal or District from conducting
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.

	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.
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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-reelected 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.

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.
- d. 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 parties agree that Phil Tamoush or William Rule, if available, shall be employed as the arbitrator. In the event they are not available to hear the grievance within thirty (30) days, the parties shall, within seven (7) days, request a list of five (5) persons experienced in hearing grievances in public schools from the California State 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 Division. 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.

In order to qualify for a full year's credit of regular teaching, the teacher must have taught at least 75% (137 days) 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% (91 days) 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:

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. current non-teaching staff (counselors, psychiatrists, nurses);
- h. current temporary teachers; and
- i. 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. current non-teaching staff (counselors, psychiatrists, nurses);
 8. current temporary teachers; and
 9. 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 state-mandated 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, Professional Development, and Children's Center.

B. Definitions:

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.

Seniority Date: The date an Adult Education teacher first rendered paid service during the regular school year in probationary status.

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.

Permanent Adult Education Teacher: An Adult Education teacher who has attained permanency in accordance with Section C of this article.

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. Newly created classes and additional sections of such classes shall be exempt from this definition during the first school year of their creation.

Departments: Adult Basic Education, Adult Secondary Education, English-as-a-Second Language (ESL), Adults With Disabilities, Vocational Education, Parent Education, Older Adult Education, Health & Safety Education, and Home Economics Education.

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

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

C. Permanency:

Twenty-eight (28) hours a week in state-mandated programs is considered a full-time assignment in Adult Education and the maximum number of hours for which permanency

may be obtained.

Seventeen (17) or more hours per week in state-mandated 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.

Adult Education teachers must teach a minimum of seventy-five percent (75%) of the regular school year for two (2) consecutive years in state-mandated 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. 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.
4. 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.

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.

6. 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. (Effective on date of Board of Education contract approval)

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**

State-mandated Adult Education classes are expected to maintain a ratio of at least twenty (20) students per class assigned. Classes below that level may be subject to cancellation by the District.

2. In the event a state-mandated 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 (20 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**

Adult Education teachers shall not receive credit on the salary schedule for teaching experience outside the District.

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 state-mandated Adult Education 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 \$1,000 per year for an earned Ed.D. or a Ph.D. from an accredited institution. Unit members shall receive \$1,000 per year for an earned J.D. or D.D.S. from an accredited institution when it is determined that the degree has relevance to the current assignment.

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

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 state-mandated 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. (Effective on date of Board of Education contract approval)

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 state-mandated 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

CHILDREN'S CENTER

- A. Unit members at the Children's Center shall be covered by all articles of this Agreement except Class Size and Classroom Teacher Allocation, Hours of Employment and Adjunct Duty, Salary Schedules Rules, Transfers and Reassignments, Part-Time/Reduced Services Employment, Leaves, Mentor Teacher Program, and Adult Education.
- B. Children's Center services are provided on a twelve (12)-month basis. Compensations based on an eight (8)-hour day and a forty (40)-hour week. All benefits shall be prorated on this basis for those employees who work twenty (20) hours or more per week. A "full-time assignment" is a forty (40)-hour week for purposes of this Article.
- C. Seniority of unit members shall be based on the total number of paid hours worked in a probationary or permanent status at the Children's Center. Time worked as a temporary or substitute shall not accrue to seniority. Unit members shall be provided an accounting of their total accrued hours annually, no later than the end of July.
- D. Unit members working full time shall be provided a fifteen (15)-minute rest break for each four (4) hours worked. Insofar as practicable, the rest break shall be scheduled in the middle of the four (4)-hour work period.
- E. A copy of the Children's Center work schedule shall be provided to each unit member assigned to the Children's Center twenty (20) working days prior to the regular school year and summer session. Work schedule assignments for the regular school year and summer session will be made on the basis of seniority with

the most senior Children's Center unit member being first to select a work schedule from the list provided, followed by the second most senior Children's Center unit member and so on until all unit members have selected a work schedule assignment. If the selection of a work schedule by a unit member results in a reduction in hours for the unit member, such action shall be considered a voluntary reduction in service and so stated in writing by the unit member. Reinstatement of hours reduced by such voluntary action shall be by mutual agreement of the unit member and the District.

F. Unit members working less than an eight (8)-hour day who are required to work more than one-half (1/2) hour beyond their regular shift shall be paid at their regular hourly rate. If the amount of time worked exceeds eight (8) hours, the time worked over the eight (8) hours shall be compensated at time and one-half the unit member's regular hourly rate of pay or compensated with the equivalent time off work.

G. **Vacation**

1. Regular Children's Center unit members shall begin earning vacation time upon initial employment. Such vacation shall not be utilized until six (6) full months of service have been completed.
2. Unit members shall be provided with a report of their accrued vacation time on an annual basis. As of July 1 of each fiscal year, each regular, full-time unit member shall earn vacation time with full pay for each month the unit member is in a paid status for more than one-half (1/2) the working days in that month in accordance with the following schedule:

<u>Years of Service</u>	<u>Days Per Month</u>
1-3	1.0
4-9	1.25
10-15	1.50
16 and over	1.75

3. Regular unit members who work less than full time shall earn vacation benefits in direct proportion to those working full time.
4. Vacation time shall be scheduled at a time that is mutually agreeable to the unit member and the District.
5. Accumulated vacation must be taken before June 30 of each year after the first fiscal year. Unit members may take their vacations during the second year of employment. The time during which earned vacation may be taken

can be extended by not more than one year upon mutual agreement of the unit member and the District.

H. Holidays

Children's Center unit members shall be provided with the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King, Jr., Day
Thanksgiving Day	Lincoln Day
the Friday after Thanksgiving Day	Washington Day
December 24 in lieu/Admission Day	Memorial Day

I. The District agrees to staff the Children's Center in accordance with state-mandated teacher:child and adult:child staffing ratios.

J. Leaves of Absence

Unit members at the Children's Center are covered by Article XIV of this Agreement except Section E, Personal Leave (Without Pay). A leave of absence without pay may be granted Children's Center unit members for a period up to twelve (12) months upon the written request of the unit member subject to the following restrictions:

1. A leave of absence may be granted to a unit member who desires to enter training to improve the quality of the unit member's service.
2. After sick leave benefits have been depleted, a health leave may be granted to a unit member who is incapacitated by illness. A written statement from the unit member's physician shall be required to establish the leave, and a written health clearance shall be required for return to active duty.
3. 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.

K. In order to accommodate the extended day program at the Children's Center, teachers may be assigned split shifts.

ARTICLE XXIII

NEGOTIATIONS PROCEDURE

- A. The Association shall present its initial proposal to the Board of Education in a public meeting no later than the second regular meeting of the Board in March of the calendar year in which this Agreement expires. The Board shall hold a public meeting no later than the second meeting in April for public input and, at the first Board meeting in May, 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 XXIV

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

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 Division.
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. The requirements for column change, including the District's application form, must be completed prior to the end of the first week of paid service of the new school year and prior to February 10 to be effective at the beginning of the sixth school month. If, by the end of the first week of the new school year or February 10, the unit member is unable to submit supporting records or transcripts verifying necessary units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. However, unit members shall provide the official transcript or affidavit document to the District as soon as it is available but not later than December 1 for reclassification effective at the beginning of the school year and April 1 for reclassification effective the sixth school month.
4. Eleven- and twelve-calendar-month certificated employees in the bargaining unit are required to apply for and complete column change requirements prior to July 1 or prior to February 1.
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 and that a similar benefit is not available at an upper division or graduate course level, aforementioned unit members may petition the District for waivers.
 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 20th of the month and the remainder of the salary shall be paid after the conclusion of the school month on the 5th 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 earned Ed.D. or Ph.D. from an accredited institution. Such stipend shall be increased with the annual salary increase percentage. Unit members shall receive the same stipend and placement on the last column of the salary schedule for an earned J.D. or D.D.S. from an accredited institution when it is determined by the District that the degree has

- relevance to the unit member's current assignment.
- 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.

ARTICLE XXV

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 provide health, dental, vision, and life insurance benefits for the term of this Agreement and the District's contributions toward the payment of the premium of benefits for the 2006-2007 school year shall be \$8300.00 annually.
- C. Employees shall be entitled to purchase dependent coverage for health insurance via payroll deduction.
- D. 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.
- E. 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.

- F. 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.
- G. Bargaining members who are fifty-five (55) years of age or older who retire may be entitled to participate in the District Retiree Medical Plan. Refer to the plan document for eligibility and benefits.
- H. The District will continue the IRS 125 plan options.
- I. 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 XXVI

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 XXVII

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. Wavers to any article or provision shall be subject by mutual consent of TTA/TUSD.

ARTICLE XXVIII

DURATION AND ZIPPER

This Agreement and each of its provisions, except where noted, shall become effective as of July 1, 2006 and shall remain in force until June 30, 2009, with reopeners in the following specified areas:

Salary Reopener for the 2007-2008 and 2008-2009 school years.

Fringe Benefits Reopener for the 2007-2008 and 2008-2009 school years.

Two items of choice in each of the 2007-2008 and 2008-2009 school years from the Association and the District and one of mutual consent.

The procedures to be followed for negotiations in the above areas shall conform to the Articles in this Agreement.

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 31th day of October, 2006.

President
Board of Education
Torrance Unified School District

President
Torrance Teachers Association
CTA/NEA

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