

ARTICLE I
RECOGNITION
(Revised 2017-2018)

1. The District recognizes the Temple City Education Association as the Exclusive Representative of the certificated bargaining unit.
 - 1.1. The certificated bargaining unit shall INCLUDE: All full time, part time, temporary, probationary, and permanent classroom teachers, teachers on special assignment, counselors, librarians, psychologists, speech and language therapists, occupational therapists and full time or part time temporary employees hired for one semester or more.
 - 1.2. All summer school teachers and certificated personnel employed under categorically funded programs.
 - 1.3. The certificated bargaining unit shall EXCLUDE: Certificated substitutes, certificated employees hired exclusively as hourly employees, teacher assistants, consultants, supervisors, program specialists, summer school teachers employed by the Temple City Educations Foundation or any other non-TCUSD entity, designated confidential and designated managerial employees as defined by the EERA (Educational Employment Relations Act), and classified employees.

ARTICLE II
DAYS, HOURS and ADJUNCT DUTIES
(Revised 2017-2018)

1. **Professional and Adjunct Duties** - The District recognizes that unit members participate in professional and adjunct duties.
 - 1.1. Professional duties include but are not limited to supervision of pupils; providing direction to teacher aides; attending faculty, department, and grade level meetings; participating in staff development, parent conferences, open house, back-to-school night; and attending IEP/504/SST meetings.
 - 1.2. Adjunct duties include, but are not limited to supervising pupils for extracurricular activities; supervising and providing leadership in pupil organizations; and participating in parent, community, and school site activities.
2. The site principal shall make every effort to see that adjunct duty responsibilities of unit members are equally shared by all unit members at a particular school, seeking volunteers prior to assigning responsibilities to unit members.
 - 2.1. In exceptional circumstances, a unit member may be exempted from adjunct duties by the principal or designee. If an exemption is granted, the principal shall notify the president of TCEA.
3. **Work Year** – The work year for each year covered in this Agreement shall be 185 days for returning teaching unit members and 187 days for teaching unit members new to the District. (Appendix A 1-2)
 - 3.1. Extended Day/Year Unit Members (counselors, librarians, Athletic Director, psychologists, speech and language pathologists and occupational therapists) shall work 187 days excluding staff development days. In the event Extended Day/Year Unit Members are required to work more than 187 days (excluding staff development days), compensatory time in an equal amount of days shall be granted. If the principal requires attendance at staff development, compensatory time will be earned if attendance causes the unit member to exceed the 187-day work year. The use of compensatory time must be mutually agreed upon by the principal and unit member and exhausted in the same school year.

- 3.2. Teaching days covered by this Agreement shall not exceed 180 days.
4. **Staff Development Days** - The teaching salary schedule reflects the addition of three staff development days. All teaching unit members including part-time and job shares shall be required to attend all district staff development days in full.
 5. **Work Day** - Unit members are to arrive and remain at school a sufficient amount of time to take care of student needs, attend scheduled conferences and meetings, and participate in professional and adjunct duties.
 6. **Break and Preparation Periods** - Each unit member shall be provided a minimum of thirty (30) minutes uninterrupted duty-free lunch daily, and a relief break of at least ten (10) minutes within every two and one-half (2.5) hour block of time.
 - 6.1. Each school staff and administration shall mutually develop and implement a plan, which meets this provision.
 - 6.2. Each teaching unit member shall receive an uninterrupted period for the purposes of preparation and planning.
 - 6.3. Each secondary teaching member shall be scheduled one fifty (50) minute period each day. Daily conference periods will be prorated at the unit members FTE. Each elementary unit member shall receive preparation time of at least 150 minutes per week evenly distributed within a minimum of three days.
 - 6.4. The unit member shall remain on campus during this period for purposes of preparation/planning and/or attending to professional responsibilities unless leaving campus is required to attend school business or unless an emergency occurs requiring the unit member's presence.
 - 6.5. No secondary unit member will have an open, non-paid period within his/her workday (must have consecutive periods).
 - 6.6. Any secondary part-time unit member working 60% or less shall have his/her conference period before or after his/her regularly scheduled classes.
 - 6.7. Section 6 may be modified by mutual agreement.
 - 6.8. It is agreed that the calendar for the school year shall be presented in Appendix A of this agreement.
 7. **Overload Assignments** - A full-time teaching assignment at the secondary level shall be five (5) teaching periods and one (1) conference period.

- 7.1. Any teaching assignment of a regular full-time unit member in addition to the above shall be considered an overload.
- 7.2. The parties agree that overload assignments shall be kept to a minimum and only be authorized with the following procedure:
 - 7.2.1. TCEA will be notified by the Personnel Department when the possibility of overloads exists.
 - 7.2.2. Whenever there are four or more open sections within a credentialed area the District shall attempt to locate the services of a part-time teacher. If efforts to obtain the service of an additional teacher are unsuccessful, the District may solicit the services of a full-time qualified tenured teacher for overload assignment by contacting the affected department chairperson(s).
 - 7.2.3. For each and every year an overload assignment is available, qualified part-time teachers will be offered the position first in order of seniority (not subject to an increase of FTE based on original hire date). If a part-time teacher does not exist or is not interested the overload assignment will be offered to the most senior qualified teacher based on the District seniority list. If the teacher declines the assignment or another overload exists for that same school year or subsequent years, the next senior teacher will be offered the overload assignment. Each year the process will begin where the previous year's list ended. This process will continue until the list is exhausted. At that time, the rotation will start again with the most senior teacher.
 - 7.2.4. If an overload assignment cannot be filled within the department, other qualified unit members will be offered the assignment in order of seniority.
- 7.3. The procedure to fill an overload assignment for classes that are not in a particular department will be as follows:
 - 7.3.1. The position will be flown by the Personnel Office.
 - 7.3.2. Candidates will notify the Personnel Office of the desire to be considered for the position.
 - 7.3.3. A committee consisting of an equal number of administrators (selected by the district) and teachers (selected by the Association), will interview all qualified candidates.
 - 7.3.4. Selection will be based on the following criteria:

- 7.3.4.1. Appropriate certification;
 - 7.3.4.2. Meets the position requirements as prescribed in the posted notice;
 - 7.3.4.3. Documents, observations, and other materials in the personnel file;
 - 7.3.4.4. Seniority within the bargaining unit when there is more than one qualified candidate.
8. Only tenured unit members may serve in overload assignments
- 8.1. Overload class assignments will be evaluated each semester to determine continued need.
 - 8.2. Teachers assigned to an overload class shall be assigned a conference period.
 - 8.3. Compensation for overload assignments shall be at the rate of one-fifth (1/5) of the unit member's regularly annual salary.
9. Members of any committee representing the interests of teachers shall be selected by their peers with input from site administrators regarding the responsibilities of the assignment. Final selection will be decided upon election conducted by the Association.

ARTICLE III GRIEVANCE PROCEDURES

1. A grievance is an allegation by the Association that there has been a violation, misinterpretation, misapplication, or non-application of a provision of this Agreement.
2. The grievant is the Association.
3. The time limits specified at each level should be considered maximums and may be extended by mutual agreement.
 - 3.1. Should an issue of arbitrability arise, it shall be deferred to the arbitrator, and ruled upon prior to proceeding with the merits of the grievance.
 - 3.2. The right to contest arbitrability before the arbitrator is not waived by failing to raise the issue of arbitrability until the arbitration hearing.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein shall be mutually altered by the Association and the District to arrive at a timely resolution.
5. Grievance meetings normally will be scheduled by the District so as to not conflict with classroom duties. However, if the meeting is expected to extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay for the grievant(s).
6. Unit members shall be entitled to be represented at any level of these procedures by a representative of the Association.
7. "Working days", as used in this Article only, shall be defined as days when unit members are expected to be on duty.
8. **Level I:** In the event the grievant wishes to initiate a formal grievance, the grievant shall submit to the ranking administrator at the site where the grievable action occurred ("administrator") a written statement on a form provided by the District, (Appendix B), which shall describe the alleged violation, misinterpretation, misapplication, or non-application; specific Article and Section violated; and remedy sought.
 - 8.1. The written statement shall be submitted within thirty (30) working days after the act giving rise to the grievance first occurred, or with exercise of

reasonable diligence, the grievant could have become aware of the alleged violation.

8.2. The “administrator” shall respond in writing to the grievant within ten (10) working days.

9. **Level II:** In the event the grievant is not satisfied with the response from the “administrator”, or if no response is received within ten (10) working days, the grievant may appeal to the Superintendent, or designee, within ten (10) working days after receipt of the Level I response, or its due date.

9.1. The grievant shall follow the same procedure for filing as was used in Level I.

9.2. The Superintendent, or designee, shall respond to the grievant in writing within thirty (30) working days after receiving the appeal.

10. If the grievant is not satisfied with the response of the Superintendent or designee, the grievant may submit the grievance to arbitration.

10.1. The Association shall give written notice of its decision to arbitrate the grievance to the District within thirty (30) working days after the response from the Superintendent, or its due date.

11. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for release –time for the Association representative(s), and witnesses, shall be borne by the party incurring them.

12. **Level III:** If the Association proceeds to arbitration, it shall notify the District in writing.

12.1. Within ten (10) working days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

12.2. If the parties are unable to agree upon an arbitrator within the ten (10) days, the Association shall file a Demand to Arbitrate with the American Arbitration Association.

13. The parties agree that the decision of the Arbitrator shall be final and binding.

14. No reprisal of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any

party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

15. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
16. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV DISCIPLINE

1. The Intent of this article is twofold:
 - 1.1. To provide for procedures for the administration of constructive and progressive discipline in accordance with the due process rights of the members of the bargaining unit.
 - 1.2. To supplement, and for the purpose of disciplinary suspensions without pay, to replace the provisions of Section 44944 of the California Education Code, but not the provisions of Sections 44939, 44940, and 44942 of that code.
2. **The District's Right to Discipline** - The District has the right to discipline members of the bargaining unit for just cause.
3. **The Teachers' Right to Due Process** – The members of the bargaining unit have a right to basic due process when the District disciplines them for just cause.
4. **The Principle of Progressive Discipline** – Except where the nature of the employee's offense requires immediate and more severe disciplinary action, the District will discipline the members of the bargaining unit in accordance with the principle of progressive discipline.
 - 4.1. In all instances, the unit members shall first be made aware of the applicable rules and regulations and the behavior expected of them.
 - 4.2. The severity of discipline must match the severity of the offense and will occur in a timely manner.
5. **Steps of Progressive Discipline** – Discipline includes verbal warnings, written warnings, written reprimands, and suspensions without pay. The bargaining unit member shall be advised by the administrator calling the meeting of the right to be represented by the Association in any meetings relating to potential steps of progressive discipline.
 - 5.1. **Verbal Warnings** – Verbal warnings will not be given to bargaining unit members unless he/she have first been made aware of what is expected of him/her. Verbal warnings shall not be documented in unit members' personnel files.
 - 5.2. **Written Warnings** – Normally, written warnings will not be given to bargaining unit members unless he/she has been given a verbal warning

about his/her alleged misconduct within the last twelve (12) months.

Written warnings shall not be placed in unit members' personnel files.

5.3. **Written Reprimands** – Normally, written reprimands will not be given to bargaining unit members unless he/she has first been given a written warning about his/her alleged misconduct within the last twelve (12) months.

5.3.1. Each bargaining unit member who has been given a written reprimand shall acknowledge receipt of the original by signing a copy.

5.3.2. A copy of the written reprimand will be placed in the bargaining unit member's file if not appealed within ten (10) working days.

5.3.3. In the absence of another written reprimand for the offense, any written reprimand in a bargaining unit member's personnel file will be nullified within twenty-four (24) months from the date of issue. Upon receipt of the bargaining unit member's written request, a nullified reprimand will be removed from his/her personnel file.

6. **Suspension without Pay** – Normally, suspensions without pay will not be assessed against a bargaining unit member unless he/she has first been given a written reprimand for his/her alleged misconduct, a copy of that written reprimand was placed in his/her personnel file, and that written reprimand has not been automatically nullified by the passage of time and the absence of a repeated offense.

6.1. No suspension without pay will be assessed against a member of the bargaining unit without a written notice from the District of his/her alleged offense and a disclosure by the District of all of its evidence to support its charges.

6.2. No disciplinary suspension without pay shall exceed ten (10) working days.

6.3. Any disciplinary suspension of a bargaining unit member must be assessed by the District's superintendent in writing.

7. **Relationship of this Article to the Grievance Procedure** - Because verbal warnings or written warnings are not documented in the employee's personnel file, they shall not be subject to the grievance procedure.

7.1. Written reprimands and disciplinary suspension without pay are subject to the grievance procedure, provided a grievance is filed within ten (10) working days by the bargaining unit member or the Association.

7.2. Grievances for written reprimands will be initiated by the principal, and for suspensions by the superintendent.

7.3. At the written reprimand and suspension levels, the unit member shall be notified in writing of his/her right to appeal the decision to the grievance procedure. If appealed, penalties shall not be applied until a decision is rendered.

8. **The Right of Privacy** – All information or proceedings regarding any actions pursuant to this article shall be kept confidential.

GLOSSARY

Discipline – Action intended to teach, instruct, or ensure behavior consistent with the Code of Ethics of the Teaching Profession and other responsibilities outlined in Board Policy and Administrative Regulation 4165.

Due Process – Protection of an employee’s right to be heard; to know the reasons for a disciplinary action; to defend himself/herself and present evidence; to face adverse witnesses; to retain an attorney; to an impartial decision-maker; to a statement describing the reasons for discipline and a decision based on evidence presented at a hearing.

Just Cause – Procedures designed to assure that a disciplinary action is based on; a clear warning of the consequences of misconduct; link between the District’s rule and the necessity of safe and efficient operations; objective investigation which precedes disciplinary action; an investigation which yields evidence of misconduct; a ruling applied evenhandedly and a penalty which matches the offense.

ARTICLE V
MANAGEMENT RIGHTS

1. All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as specifically limited, delegated, granted, or modified by an express provision of this Agreement.
 - 1.1. Such rights and powers include, but are not limited to:
 - 1.1.1. The sole right to manage the District and direct the work of its employees;
 - 1.1.2. To determine reasonable staffing patterns and the number and kinds of personnel required;
 - 1.1.3. To decide on the building, location, or modification of a facility;
 - 1.1.4. To determine the budget and methods of raising revenue;
 - 1.1.5. To maintain order and efficiency;
 - 1.1.6. To hire, assign, evaluate, promote, discharge for cause, and transfer employees.
 - 1.2. The District retains the right to make emergency changes in policies and practices set forth in this Agreement in the event a disaster, such as an earthquake, fire or flood, should befall a school or schools, but only to the extent and for the period necessitated by such disaster.
2. Notwithstanding any other provisions of the Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the Association, nor shall it be applied to reduce or restrict, in any way, any right or privilege of the Association or unit members which are derived from other provisions of the Agreement or from the law.

ARTICLE VI
TRANSFER and REASSIGNMENT
(Revised 2017 – 2018)

1. Definitions:

- 1.1. **Seniority** shall be determined by service in the district. Seniority shall be determined by the unit member's first paid day of certificated probationary service in the District. If two or more teachers have the same seniority date, then tiebreaker criteria will be used to identify seniority. (Appendix H)
- 1.2. A **transfer** is defined as a change from the unit member's assigned work location to a different school or facility.
- 1.3. A **reassignment** is defined as a change of position within the same school or facility.
 - 1.3.1. In grades K-6, it is a change of grade level.
 - 1.3.2. In grades 7-12, it is a change of assignment that requires one or more periods in a department not included in the previous year's assignment, or three or more periods requiring different preparations from that which the teacher taught the prior year.
- 1.4. A **vacancy** is any position that has been vacated due to retirement, resignation, or termination or any newly created position within the bargaining unit. A position will not be posted or flown as a vacancy until ALL qualified displaced unit members have an assignment.
- 1.5. An **open position** is any position not posted or flown when displaced teachers need to be assigned a position. Open positions may occur due to layoffs, resignations, retirements, terminations, or newly created positions.
- 1.6. **Layoffs** include unit members who have received preliminary or final lay-off notices for the following school year. A laid-off member is considered terminated on June 30.
- 1.7. A **displaced unit member** is one who has lost his/her current position due to enrollment, layoffs, job share dissolution, or program changes, but who remains employed by the District.
 - 1.7.1. When open positions exist, displaced teachers will have first option to remain at their current site. Priority for placement is determined by seniority and appropriate certification (4.4 Procedures for Involuntary Reassignment will be followed). If open positions are not available at

the current site, displaced unit members will be offered positions at other sites based on seniority and appropriate certification (4.3 Procedures for Involuntary Transfers will be followed).

1.7.2. If the displaced teacher's position is reopened or vacated within 15 months of the teacher's displacement, the displaced teacher will have first rights to the position. If the displaced teacher denies the opportunity to return to the previous position and no other teachers are currently displaced, the position will be considered vacant and will be posted or flown.

2. **Transfers or Reassignments** All voluntary and involuntary transfers and reassignments of unit members shall be made in accordance with the provisions of this article and the objective application of the following criteria:

- a. Appropriate certification;
- b. Meets the position requirements as prescribed in the posted notice, as verified by the Assistant Superintendent of Personnel
- c. Contents of the personnel file or other documentation, observations, or other materials
- d. Seniority within the bargaining unit will be used when there is more than one candidate and all qualifications are equal in accordance as described in section 2 (a-c above).

2.1. Where there is no difference in the above criteria between unit members considered for either voluntary or involuntary transfer/reassignment, a selection panel shall be formed to determine who shall be transferred or selected to fill the vacancy. The panel shall consist of an equal number of teachers appointed by TCEA and administrators appointed by the superintendent or designee.

3. **Voluntary Transfers or Reassignments** Voluntary transfers or reassignments are those initiated by unit members.

3.1. Request for Transfer and Reassignment forms are available at the District Office or on the District or TCEA websites.

3.2. Such forms shall include the grade and/or subject to which the teacher desires to be reassigned and/or the school or schools to which he/she desires to be transferred.

3.3. Requests for voluntary transfer or reassignment shall be kept confidential until an action is approved.

3.4. If a unit member's request for a voluntary transfer or reassignment is denied, the unit member shall be granted, upon request, a written reason for the denial and/or a meeting with the administrator who denied the request.

4. **Involuntary Transfers or Reassignments** Involuntary transfers and/or reassignments are those initiated by the District.

4.1. Involuntary transfers and/or reassignments can occur when a unit member needs to be reassigned or transferred.

4.2. Involuntary transfers and reassignments shall not occur except when required to meet the compelling needs of the District:

4.2.1. Such needs may be the result of, but are not limited to;

4.2.1.1. enrollment changes;

4.2.1.2. program changes;

4.2.1.3. changes in curriculum or course offerings;

4.2.1.4. demonstrable educational needs of the pupils;

4.2.1.5. school closures.

4.2.2. When an involuntary transfer and/or reassignment is required, the Principal will make a good faith effort to provide to all of the affected faculty members, a written description of the needs that must be met by the transfer and/or reassignment and will attempt to locate a qualified volunteer from the school faculty.

4.2.3. Involuntary transfers or reassignments shall not be made for punitive or disciplinary reasons.

4.3. **Procedures for Involuntary Transfer** (Within the District):

4.3.1. A call for volunteers to transfer to another school site is made by the site administrator by communicating to all site staff via staff mailboxes and a written posting, which will be posted for five days. If the transfer occurs during the summer, the affected staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.

4.3.2. If there are no volunteers (or not enough volunteers), then the qualified teacher with the least seniority at the school site will be selected to transfer. This teacher will be considered a displaced teacher.

4.3.3. If more than one opening is available, the displaced teacher will be given the first opportunity to choose from the available openings within the district.

4.3.4. If two or more teachers need to be involuntarily transferred, the staff member with the greatest seniority will be allowed to make the first transfer selection.

4.4. **Procedures for Involuntary Reassignment** (Within a School):

4.4.1. A call for volunteers for reassignment of affected staff within the school site is made by the site administrator by communicating to all affected site staff via staff mailboxes and a written posting, which will be posted for five days. If the reassignment occurs during the summer, the affected staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.

4.4.1.1. The volunteers will be considered displaced teachers. They will retain their seniority within the District and will be able to return to their original position as stated in 1.7.2 of this article.

4.4.2. If there are no volunteers (or not enough volunteers), then the qualified teacher with the least seniority within the grade or department will be selected for reassignment. This teacher will be considered a displaced teacher.

4.4.3. If more than one opening is available, the displaced teacher will be given the first opportunity to choose from the available openings within the site.

4.4.4. If two or more teachers need to be reassigned, the staff member with the greatest seniority will be allowed to make the first reassignment selection.

5. **Combination classes** are classes at K-6, general education, which combine two grade levels. Procedures for staffing a combination class will be as follows:

5.1. A call for tenured volunteers to teach a combination class from the affected grade level(s) is made by the site administrator by communicating to all site staff via staff mailboxes and a written posting, which will be posted for five days. If the combination class occurs during the summer, the affected grade level staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.

5.2. When a combination class is required, any tenured teacher from the affected grade level(s) may volunteer to teach such class. Without volunteers, the least senior tenured member within the affected grade(s) is assigned. The following year, the combination class teacher will return to his/her original position. If there are fewer classes than teachers at that grade level, Transfer and Reassignment language applies.

6. **Posting of Vacancies**: The District shall develop, deliver to the Association, and post at each school a notice of each vacancy as soon as the District determines a need. All qualified displaced unit members must be placed in positions before an open position may be considered a vacancy.

6.1. Each notice shall state a deadline for applications, which shall not be less than five (5) working days after the first date of posting, a description of the position and duties, and a list of all credentials, qualifications and requirements necessary for the position.

6.2. The vacancy shall not be filled prior to the posted deadline date.

6.3. The five working day requirement may be waived by mutual agreement of the superintendent or designee and the TCEA president.

6.3.1. All notices of vacancy for positions to be filled by TCEA bargaining unit members will be distributed to the following people: TCEA president, TCEA secretary, one designated building representative at each site, site principal, and site secretary.

6.3.2. The District shall, upon request of a unit member, notify that unit member of any vacancies, which may arise during the summer recess or period of leave which meet the specification of his/her request. The member's request must be in writing and must include an email address for the summer or period of leave.

6.3.3. The District will give first consideration to current unit members who apply for vacant positions.

6.3.4. The employee applicants, who qualify, according to the criteria in the posted notice described in section 2 above, will not be denied the position in favor of an outside applicant except for clear and compelling reasons.

6.3.5. If no applicant meets the posted requirements, the job qualifications and requirements will be reviewed, and if adjusted, all applicants will be reconsidered.

7. **Notifications and Released Time Allowances:** Unless circumstances determine otherwise, a returning unit member will be notified of an involuntary transfer or reassignment no fewer than ten (10) working days before the First Day of Instruction. Every effort will be made to give the unit member as much advance notice as possible. However, if a unit member is given fewer than five (5) days' notice the unit member will be given three (3) days of on-site release time to institute the change. The District will provide the necessary moving assistance.
 - 7.1. When transfers or reassignments are necessary to meet enrollment changes after the start of the school year or for other reasons during the school year, affected unit members will be given at least five (5) days notice and three (3) days of on-site release time or a \$100 moving stipend for each move to institute the change. The District will provide the necessary moving assistance.
8. **Job Sharing:** Job sharing is a voluntary agreement between two permanent (tenured) employees to take a fractional leave of absence from their respective full-time assignments in order to share the full-time responsibilities of one full-time assignment.
 - 8.1. Job sharing is a voluntary reassignment from a full time general education teaching position to a part time general education teaching position. Job share assignments shall not be less than a 40% assignment. Current job shares less than 40% will be honored as long as the remaining unit member can secure a tenured job share partner. It is the unit member's responsibility to secure a tenured job partner. If the unit member is unable to secure a tenured job share partner, than he or she will revert to full-time status.
 - 8.2. Unit members in a job share assignment are expected to fulfill all professional duties as outlined in Article II, sections 1 and 4.
 - 8.3. By March 1 of each year, a job sharing team must submit the job share request form, (Appendix C), to the principal for approval. Job share applicants will not be denied the assignment unless clear and compelling reasons are given. This request form will become a binding agreement once signed by all parties.
 - 8.4. Job sharing agreements are for (1) one year only, and must be approved on a year-to-year basis. Job share partners are expected to remain in the job sharing agreement for the durations of the job share agreement.

- 8.4.1. Job share partners do not relinquish rights they may have under Section 1.7.2. of this article to return to a position from which he or she had been displaced.
- 8.4.2. If a job share partner exercises his or her rights pursuant to Section 1.7.2. of this article and returns to a position from which he or she had been displaced, the job share partners shall revert to the employment status held prior to the job sharing agreement unless an alternative plan is agreed to by the District and the Association.
- 8.5. At the conclusion of a job share agreement, the partner with the greatest seniority will retain the position, which has been shared. The remaining teacher will be assigned in accordance with this article.

ARTICLE VII
CLASS SIZE
(Revised 2016-2017)

1. The following class size schedule shall be used as a guide for the administrative assignment of students for planning purposes:

1.1.

GRADE LEVEL	STUDENT LOAD
TK	20*
K – 3	22*
4 – 6	32

**as long as there continues to be State K-3 class size reduction augmentation as part of the base grant funding within the Local Control Funding Formula.*

1.2.

SECONDARY	STUDENT LOAD
All classes except those listed below	32
Art	34
ELD/Sheltered	25
Physical Education	50
Athletics	No Limit
Vocal Arts	No Limit
Instrumental Music	No Limit

1.3.

SPECIAL EDUCATION	STUDENT LOAD
Special Day Classes (K-12)	12

1.4. The student load shall be reduced by two (2) in all elementary classes that combine more than one grade.

2. **Elementary teachers TK-6** The District shall attempt to not exceed 20 students with active enrollment status on the class list for an elementary teacher in TK, 22 students with active enrollment status on the class list for an elementary teacher in K-3 grades. The District shall attempt to not exceed 33 students with active enrollment status on the class list for an elementary teacher in 4-6 grades.

- 2.1.**TK:** Should the number of students with active enrollment status exceed 20 in grade TK, the following will apply:
- 2.1.1. Within the first ten (10) days of the school year, the site administrator will attempt to correct any assignment that exceeds the limits in section 2 above.
 - 2.1.2. After the first ten (10) days of the school year, an elementary school TK teacher who has more than 22 students with active enrollment status on their class list ten dollars (\$10) per student per day for each student over 22.
 - 2.1.3. This article is not intended to in any way limit the inclusion of mainstreamed Special Day Class students in a regular education classroom. The calculation of the students on active enrollment status does not include mainstreamed Special Day Class students in the classroom for only part of the school day.
- 2.2.**K-3 Grades:** Should the number or students with active enrollment status exceed 22 in grades K-3, the following will apply:
- 2.2.1. Within the first ten (10) days of the school year, the site administrator will attempt to correct any assignment that exceeds the limits in section 2 above.
 - 2.2.2. After the first ten (10) days of the school year, an elementary school teacher who has more than 24 students with active enrollment status on their class list ten dollars (\$10) per student per day for each student over 24.
 - 2.2.3. This article is not intended to in any way limit the inclusion of mainstreamed Special Day Class students in a regular education classroom. The calculation of the students on active enrollment status does not include mainstreamed Special Day Class students in the classroom for only part of the school day.
- 2.3.**Fourth-Sixth Grades:** Should the number or students with active enrollment status exceed 33 in grades 4-6, the following will apply:
- 2.3.1. Within the first ten (10) days of the school year, the site administrator will attempt to correct any assignment that exceeds the limits in section 2 above.
 - 2.3.2. After the first ten (10) days of the school year, an elementary school teacher who has more than 33 students with active enrollment status

on their class list will be paid ten dollars (\$10) per student per day for each student over thirty- three (33) on their class list.

2.3.3. This article is not intended to in any way limit the inclusion of mainstreamed Special Day Class students in a regular education classroom. The calculation of the students on active enrollment status does not include mainstreamed Special Day Class students in the classroom for only part of the school day.

2.4. **Elementary School Special Day Class teachers:** The District shall attempt to not exceed 13 students with active enrollment status on the class list for elementary school Special Day Class teachers.

2.4.1. Within the first ten (10) days of the school year, the site administrator will attempt to correct any assignment that exceeds the limit above.

2.4.2. After the first ten (10) days of the school year, the teacher will be paid ten dollars (\$10) a day for each student on active enrollment status over 13 on their class list.

2.5. This additional compensation shall be paid following the end of each semester.

3. **Secondary teachers:** The District shall attempt, with the exception of middle school and senior high school physical education, athletics, ELD, sheltered, instrumental music, vocal music classes and art, to not exceed one hundred sixty-two (162) students daily with active enrollment status, and the teacher shall not have more than thirty-five (35) students with active enrollment status in more than three (3) of five classes.

3.1. Within the first ten (10) days of a semester, the site administrator will attempt to correct any assignment that exceeds the limits in section 3 above.

3.2. After the first ten (10) days of each semester, teachers who have more than 162 students with active enrollment status per day or more than 35 actual students with active enrollment status in more than three (3) of five (5) classes shall be paid five dollars (\$5) per day for each student with active enrollment status over this limit in addition to their base salary, based upon the class with the greatest enrollment and calculated over 35 students.

3.3. **Secondary Physical Education Teachers:** The District shall attempt to not exceed two hundred fifty-two (252) students daily with active enrollment

status, and the teacher shall not have more than fifty-five (55) students with active enrollment status in more than three (3) of five (5) classes.

3.3.1. Within the first ten (10) days of a semester, the site administrator will attempt to correct any assignment that exceeds the limits in section 3.3 above.

3.3.2. After the first ten (10) days of each semester, teachers who have more than 252 students with active enrollment status per day or more than 55 actual students with active enrollment status in more than three (3) of five (5) classes shall be paid five dollars (\$5) per day for each student with active enrollment status over this limit in addition to their base salary, based upon the class with the greatest enrollment and calculated over 55 students.

3.4. **Secondary Art Teachers:** The District shall attempt to not exceed one hundred seventy-two (172) students daily with active enrollment status, and the teacher shall not have more than thirty-eight (38) students with active enrollment status in more than three (3) of five (5) classes.

3.4.1. Within the first ten (10) days of a semester, the site administrator will attempt to correct any assignment that exceeds the limits in section 3.4 above.

3.4.2. After the first ten (10) days of each semester, teachers who have more than 172 students with active enrollment status per day or more than 38 actual students with active enrollment status in any three (3) of five (5) classes shall be paid five dollars (\$5) per day for each student with active enrollment status over this limit in addition to their base salary, based upon the class with the greatest enrollment and calculated over 38 students.

3.5. **Secondary English Language Development (ELD) and Sheltered teachers:** The District shall attempt to not exceed one hundred twenty-seven (127) students daily with active enrollment status, and the teacher shall not have more than twenty-eight (28) students with active enrollment status in more than three (3) of five classes.

3.5.1. Within the first ten (10) days of a semester, the site administrator will attempt to correct any assignment that exceeds the limits in section 3.5 above.

3.5.2. After the first ten (10) days of each semester, teachers who have more than 127 students with active enrollment status per day or more than 28 actual students with active enrollment status in more than three (3) of five (5) classes shall be paid five dollars (\$5) per day for each student with active enrollment status over this limit in addition to their base salary, based upon the class with the greatest enrollment and calculated over 32 students.

3.6. **Secondary Special Day Class teacher:** The District shall attempt to not exceed sixty-five (65) students daily with active enrollment status, and the teacher shall not exceed more than thirteen (13) students with active enrollment status in any three (3) of five classes.

3.6.1. Within the first ten (10) days of a semester, the site administrator will attempt to correct any assignment that exceeds the limits in section 3.4 above.

3.6.2. After the first ten (10) days of each semester, teachers who have more than 65 students with active enrollment status per day or more than 13 actual students with active enrollment status in more than three (3) of five (5) classes shall be paid five dollars (\$5) per day for each student with active enrollment status over this limit in addition to their base salary, based upon the class with the greatest enrollment and calculated over 13 students.

3.7. This additional compensation shall be paid following the end of each semester.

3.8. Student aides shall not be counted as students with active enrollment status.

3.9. The limits in all sections above are based on a five period day. Teachers who teach a number of periods other than five or periods in multiple subjects will have the formula adjusted to reflect the maximum number of students based on the percentage of their assignment using the formula below:

3.9.1. Each secondary teacher's student load is determined by the number of classes taught and the corresponding class size to each of those classes. If a class in their schedule does not have a corresponding class size, it is not included in their student load calculation.

3.9.2. Once an individual's student load is calculated, this number, plus two students, is considered that teacher's maximum student load. Anything

above the maximum student loads qualifies for oversize class mitigation funds.

Examples:

<p style="text-align: center;"><u>Teacher A</u> (5 Math classes) 5 classes x 32 students = 160 + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 162</p>	<p style="text-align: center;"><u>Teacher B</u> (Multiple Class Sizes) 3 Art classes (3 x 34 = 102) 2 Math classes (2 x 32 = 64) + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 168</p>
<p style="text-align: center;"><u>Teacher C</u> <i>(includes a class without a class size)</i> 4 English classes (4 x 32 = 128) 1 Athletics (no limit) + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 130 <i>(in English classes)</i></p>	<p style="text-align: center;"><u>Teacher D</u> <i>(Part-time Teacher)</i> 3 Math classes (3 x 32 = 96) + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 98</p>
<p style="text-align: center;"><u>Teacher E</u> <i>(Teachers with an overload)</i> 6 Math classes (6 x 32 = 192) + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 194</p>	<p style="text-align: center;"><u>Teacher F</u> <i>(Teachers with more than 35 students in 3 of 5 classes)</i> 3 classes x 36 students = 108 1 class x 37 students = 37 1 class x 17 students = 17 Total Student Load = 162</p> <p style="text-align: center;"><i>This teacher does not exceed the maximum student load of 162, but has more than 3 classes above 35. Therefore, the teacher is eligible for 2 students over in their largest class.</i></p>
<p style="text-align: center;"><u>Teacher G</u> <i>(Regular and ELD/Sheltered classes)</i> 3 regular classes (3 x 32 = 96) 2 ELD/Sheltered classes (2 x 25 = 50) + 2 additional freebies</p> <p style="text-align: center;">Maximum Student Load = 148</p>	

ARTICLE VIII
SUMMER SCHOOL ASSIGNMENTS
(Revised 2015-2016)

1. **Posting of Vacancies** - The District shall post a notice of summer school vacancies at each school and deliver a copy to the Association no later than May 1st of each year. Applications will be accepted for ten (10) working days. No positions will be filled before the ten-day deadline expires.
2. **Selection Criteria** - The Association and the District agree that the District is responsible for developing a description of the duties, credentials, qualifications, and requirements.
3. **Final Decision** - All qualified applicants shall be considered and the final decision for non-Temple City Schools Foundation summer school teaching positions shall be made in accordance with the provisions of this article and the objective application of the following criteria:
 - 3.1. Appropriate certification;
 - 3.2. Meets the position requirements as prescribed in the posted notice, described in section 2 above, including experience within the classification, grade level, subject area when required for the position;
 - 3.3. Documents, observations, and other materials in the personnel file;
 - 3.4. Seniority within the bargaining unit shall apply when there is more than one qualified candidate, unless the most senior qualified candidate has taught summer school the preceding three (3) summers, in which case the candidate's seniority shall not be applicable.
 - 3.4.1. If a member is offered a general education summer school position, accepts it, and subsequently declines it, fewer than thirty (30) days prior to the start of summer school, this will constitute a year of summer school service, as outlined in 3.4 of the article.
4. **Preference for Summer School Assignments** - In all cases, preference shall be given to employees of the Temple City Unified School District. Applicants outside the District will be considered only if a position cannot be filled by a qualified unit member.
5. **Class Cancellation Pay** - In the event a class is canceled for lack of enrollment, the teacher shall be entitled to receive one day's pay.
6. **Summer School Pay** - (See Appendix E-3)

*Contract language will determine the selection of the teacher for a combination class (TC Schools Foundation and remediation) when remediation students make up the majority of the class.

ARTICLE IX
LEAVES
(Revised 2017-2018)

1. **Personal Illness and Injury**: Sick leave shall apply to all unit members and shall accrue at the rate of one day per calendar month of service for a maximum of 10 days per year.
 - 1.1. Such leave may be used at any time during the year, including sick leave days that will be accrued during the remainder of the year. Sick leave, if not used, shall be accumulated on an unlimited basis.
 - 1.2. The purpose of sick leave utilization shall be for absences, which are caused by illness, injury, maternity or quarantine of a unit member who is in a paid status immediately prior to commencement of said leave under this Article.
 - 1.3. On or about October 1 of each year covered by this Agreement, the District shall provide each unit member with a written statement of accrued sick leave, including the current year's entitlement.
 - 1.4. A unit member exercising said leave of absence shall notify the District of his/her need to be absent from service and the intended date of return as soon as known, and shall make every effort to provide such notice in time to secure substitute service.
 - 1.5. Upon exhaustion of the unit member's fully paid sick leave, he/she shall be entitled to compensation at the rate of 50% of his/her normal daily rate of pay or the difference between his/her regular daily rate of pay and the regular daily substitute rate, whichever is the highest, for a period not to exceed five school months (one hundred [100] teaching days).
2. **Personal Necessity/Emergency Leave**: Unit members may use up to ten (10) days of sick leave plus any accumulated sick leave which has carried over from previous years for any of the following purposes:
 - 2.1. Death or serious illness of a member of the immediate family when additional leave is required beyond the days provided for by bereavement leave.
 - 2.2. Accident involving his/her person or property or to the person or property of a member of the immediate family.

- 2.3. Appearance in court as a litigant; or as a witness under official order. All compensation to the unit member, other than mileage, shall be reimbursed to the District.
- 2.4. Imminent danger to the unit member's home, such as flood, fire, or earthquake, which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her assigned hours of duty.
- 2.5. Observance of the unit member's recognized religious holiday.
3. Members of the immediate family, as used in this Article, are defined in Section 7.2 below.
4. **Personal Business Leave**
- 4.1. A maximum of ten (10) days of paid leave, charged to sick leave, shall be granted to each unit member upon request for the purpose of attending to personal business, which must be conducted during the regular school day. Such business shall not include any concerted activity.
- 4.1.1. The unit member will, in a timely manner, notify the immediate supervisor, or District Office, of the need for the leave.
- 4.1.2. The unit member shall, upon request, sign a statement that the personal business leave is in accordance with the provisions of this section.
5. **Family Leave**
- 5.1. Upon written request, a unit member shall be granted up to 12 weeks of paid leave per the Family Medical Leave Act. Payment for leave will be based on the availability of the unit member's accumulated sick leave.
- 5.2. If additional leave is required, a unit member may apply for an unpaid leave of absence.
6. **Industrial Accident Leave**
- 6.1. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury, which has qualified for worker's compensation under the regulations of the compensation insurance fund.
- 6.2. Such leave shall not exceed sixty (60) days, during the time in which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, for the same industrial accident.

- 6.3. Although the unit member shall have the right to select his/her own treating physician, the District has the right to have the unit member examined at District expense by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree, if any, to which a disability is attributable to the injury involved.
- 6.4. For any and all days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any and all wage loss benefit check(s) from the compensation insurance fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 6.5. If the unit member fails to endorse to the District any wage loss disability indemnity check(s) received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.
7. **Bereavement Leave**: Each unit member shall be entitled to a leave of absence with pay, not to exceed three (3) days, occasioned by the death of a member of the immediate family.
- 7.1. Said leave shall commence within two (2) working days following the death unless otherwise approved by the superintendent or designee.
- 7.2. "Member of the immediate family" the mother, father, grandmother, grandfather or a grandchild of the employee or the spouse or the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any other person for whom the employee must assume major responsibility/or has legal responsibility for.
- 7.3. In the event travel is necessary, in excess of three hundred (300) miles one-way, an additional two (2) days of leave shall be granted.
- 7.4. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provision of this Article.
8. **Judicial Leave** In the event a unit member receives a summons for jury duty for service within the contracted work year, the unit member shall do the following:

- 8.1. Request postponement(s) through the court for service on non-contract work days.
- 8.2. In those instances where limits/postponement requests are denied and unit members are required by the court to serve during contracted workdays, the District will grant leave of absence without loss of pay.

9. **Sabbatical Leave**

- 9.1. Tenured unit members may make application for a sabbatical leave for the purposes of travel, study, and/or advanced work experience under the provisions of this policy.
- 9.2. A sabbatical leave is a leave of absence with the duration of not less than one semester, nor more than two semesters, which will be granted to tenured unit members with seven or more consecutive years of service in the Temple City Unified School District for the purpose of providing an opportunity for improved service to the District.
- 9.3. A unit member who previously has received a sabbatical leave shall not be eligible to apply for a second leave until he/she has completed an additional seven years of service to the District.
- 9.4. A sabbatical leave is not one, which is granted as a reward for work already performed but rather affords an opportunity for such unit members to prepare for improved service in the District.
- 9.5. Said leave shall be related to the unit member's assignment in the District or designed to improve the unit member's professional effectiveness in the District.
- 9.6. No more than 2% of the unit members of the District may be granted sabbatical leaves at any given time.
- 9.7. Any unit member eligible for sabbatical leave shall submit an application to the superintendent at least one hundred twenty (120) days prior to the beginning of the semester for which the leave is desired.
- 9.8. Selection of recipients for a leave under this policy shall be based upon the value of the leave to the District as a whole, the soundness of the leave proposal, and the unit member's length of service to the District. Other factors being equal, preference shall be given to unit members who previously have not been on sabbatical leave.
- 9.9. A unit member granted a sabbatical leave shall receive compensation, which shall be the difference between the salary the unit member would

have received had he/she remained in active service and the salary of a substitute or replacement employee in the position, which the unit member held prior to the granting of the leave.

- 9.10. The unit member, while on sabbatical leave, may, at his/her expense, participate in the District employee benefit package. The unit member may participate in the State Teachers' Retirement System to the extent of the unit member's salary received while on leave; the District shall pay its appropriate contribution. The unit member shall be given full experience credit for purposes of salary schedule placement for leaves approved under this section.
- 9.11. Sick leave and vacation credit shall not be accrued by the unit member while on sabbatical leave.
- 9.12. At the expiration of the sabbatical leave, the unit member shall, unless agreed otherwise, be reinstated in the position held at the time of the granting of the said leave of absence to the extent feasible with due regard to the interest of the District and pupils.
- 9.13. In accepting the sabbatical leave, the recipient shall agree to return to active duty in the District for twice the amount of time spent upon the approved sabbatical leave unless rendered physically or mentally unable to do so.
- 9.14. Within forty-five (45) days after unit member's return to active duty, he/she shall file a written report of the sabbatical leave with the Superintendent. This report shall provide evidence that the intended sabbatical leave plan was fulfilled.
- 9.15. Should it be determined by the Board that the intent of the sabbatical leave time was not fulfilled, or was only partially fulfilled, the Board may take action to recover any or all monies previously paid to the unit member during the sabbatical leave period.
- 9.16. A written statement shall be furnished to the District by the unit member agreeing to return to the services of the District and to render the agreed upon period of service following return from the leave or, upon default, agree to return to the District the compensation paid for the leave of absence. The District may require a bond for sabbatical leave.
- 9.17. In the event a unit member, at the conclusion of a sabbatical leave, requests an additional leave of absence, such request shall be accompanied

by an endorsement on the bond by the bonding carrier that the carrier shall be bound to the District for the extended period of the leave.

10. **Educational Leaves** Tenured unit members may apply for an educational leave for the purposes of travel and study under the provisions of this policy.

10.1. An educational leave is a leave of absence for a short period of time of less than one calendar month (a maximum of 20 days) which will be granted to tenured unit members with five (5) or more consecutive years of service in the Temple City Unified School District for the purpose of providing an opportunity for improved service to the District.

10.2. Such an opportunity is defined as a service organization's or non-profit foundation's award of a trip or tour whose purpose is to allow the teacher to acquire additional skills or resources relevant to the teacher's grade level or specific subject area assignments. (An example is a Rotary-sponsored trip to study the educational system of another country, and that trip has direct relevance to the teacher's grade level course of study or to the ethnic makeup of the classroom community.)

10.3. A unit member who previously has received an educational leave shall not be eligible to apply for a second educational leave until he/she has completed an additional five (5) years of service to the District.

10.4. An educational leave is not one, which is granted as a reward for work already performed but rather affords an opportunity for such unit members to prepare for improved service in the District.

10.5. Said leave shall be related to the unit member's assignment in the District or designed to improve the unit member's professional effectiveness in the District.

10.6. No more than 2% of the unit members of the District may be granted educational leave at any given time.

10.7. Any unit member eligible for an educational leave shall submit an application and the intended leave plan to the Superintendent at least sixty (60) days prior to the beginning of the trip/tour for which the leave is desired.

10.8. Selection of recipients for a leave under this policy shall be based upon the value of the leave to the District as a whole, the soundness of the leave proposal, and the unit member's length of service to the District.

Other factors being equal, preference shall be given to unit members who have previously not been on educational leave.

- 10.9. A unit member granted an educational leave shall receive compensation, which shall be the difference between the salary the unit member would have received had he/she remained in active service and the salary of a substitute or replacement employee in the position, which the unit member held prior to the granting of the leave, i.e., differential pay.
- 10.10. The unit member, while on educational leave, will continue to participate in the District employee benefit package. The unit member will participate in the State Teacher's Retirement System as if he/she were present within the District and performing normal duties. The unit member shall be given full experience credit under this section. Sick leave shall be accrued by the unit member while on educational leave. The unit member may use Personal Business Days as part of this leave.
- 10.11. At the expiration of the educational leave, the unit Member shall, unless mutually agreed otherwise, be reinstated in the position held at the time of the granting of the said leave.
- 10.12. In accepting the educational leave, the recipient shall agree to return to active duty in the District for twice the amount of time spent upon the approved educational leave unless physically or mentally unable to do so.
- 10.13. Within forty-five (45) days after the unit member's return to active duty, he/she shall file a report of the educational leave with the Superintendent. This report shall provide evidence that the intended educational leave plan was fulfilled.
- 10.14. Should it be determined by the Board that the intent was not fulfilled, or was only partially fulfilled, the Board may take action to recover any or all monies and credit for retirement and sick leave previously paid or provided to the unit member during the educational leave period.
- 10.15. A written statement shall be furnished to the District by the unit member agreeing to return to the services of the District and to render the agreed upon period of service following return from the leave or, upon default, agree to return to the District the compensation paid for the educational leave of absence.

11. **Leaves Without Pay** Unit members may request a leave without pay beyond the 12-week Family Medical Leave for academic study, personal reasons, or health rehabilitation not to exceed one year.
- 11.1. The request shall be made in writing, one copy submitted to the Association and one copy submitted to the unit member's immediate supervisor, who shall forward it to the superintendent or designee with his/her recommendation.
 - 11.2. The request shall specify the date of commencement of the leave, the duration of the leave, and the reason for the request.
 - 11.3. The superintendent or designee shall forward the request along with his/her recommendation, for approval or disapproval in the School Board Meeting agenda, for action by the Board.
 - 11.4. The request should be made at least fifteen (15) working days prior to the Board Meeting.
 - 11.5. Requests for leaves of short notice, which could not meet the above fifteen-day limit, may be granted or denied by the superintendent or designee.
 - 11.6. The District shall, upon receipt of written request by the unit member, grant up to one (1) year leave without pay for:
 - 11.6.1. Service in the Armed Forces in fulfillment of obligations incurred under Federal and State laws.
 - 11.6.2. Child bearing and/or child rearing for natural or adopted child.
 - 11.6.3. Election to the California State Legislature.
 - 11.7. Step advancement on the salary schedule shall accrue if the unit member worked a minimum of 75% of the school year, or if the unit member is considered to be in a paid status as in the case of medical disability, military leave, and sabbatical leaves of absence.
 - 11.8. The position left by the member on leave will be considered a temporary position and may be filled by either a permanent or temporary staff member.
 - 11.9. At the conclusion of the leave, only a tenured teacher in a permanent position will be granted the same position that was held by that teacher at the time of leave. If the position no longer exists, transfer and reassignment language will apply (Article VI).

11.10. A unit member on leave without pay may, with the approval of the carrier, participate in the employee group benefits provided the member pays the full cost.

ARTICLE X
SAFETY CONDITIONS OF EMPLOYMENT

1. It is agreed that it is the District's responsibility to provide a place of employment where unit members may work under safe and hazard-free conditions.
2. Unit members shall report to their immediate supervisor any alleged unsafe, hazardous, or potentially dangerous working conditions or facilities.
 - 2.1. As soon as possible, after receiving such reports, the District Safety Officer shall take necessary steps to correct the unsafe working conditions or facilities, which constitute a threat to a unit member's safety.
3. Under emergency hazardous conditions, a unit member may take reasonable actions essential to abate the conditions to the extent necessary to protect himself/herself, students, and co-workers from the hazard and shall report immediately to his/her supervisor.
4. The District, at the beginning of each school year, shall provide each unit member with information regarding the provisions of the California Occupation Safety and Health Act and regulations relating to the provisions provided by the California Fire Marshal.
5. The District shall provide each unit member, at the beginning of each school year, with a copy of the District policy(s) on Student Discipline including the unit members' rights and responsibilities with regard to student suspension.
6. Unit members shall immediately report to the police and to their immediate supervisor cases of assault allegedly suffered by them in connection with their employment.
7. The District shall reimburse unit members for loss or damage to authorized personal property, exclusive of transportation, when such loss or damage occurs during the course of the unit member's performance of duties and responsibilities.
8. **Equipment Shall Be Registered and Protected** - All authorized property shall be designated in advance by the unit member's supervisor as an item to be used in the course and scope of his/her work. Each item shall be registered with the building principal or program administrator. This listing shall include the name of the item, brief description, and when possible, the model and serial number,

original purchase price, date of purchase, and any other identifying data. The unit member shall exercise all reasonable security procedure including personal surveillance to keep the property protected and under appropriate locked conditions.

9. **Claims Limitation** - No claims may be made for replacement or repair of personal property valued at less than \$10. A maximum reimbursement of \$1500 may be paid on any item afforded protection under this Article. The District assumes no obligation for articles of sentimental value other than for replacement or repair as herein described.
10. **Articles of Clothing and Prostheses** - Payment may be made for the costs of replacing or repairing articles of clothing and/or prostheses necessarily worn by a unit member, when any such property is stolen or damaged in the line of duty without fault of the unit member.
11. **Repair or Replacement** - Property damaged as a result of arson, accident, or vandalism shall be repaired and returned to original condition or replaced at the discretion of the District. Property, which is replaced, shall be compensated for at the current replacement value less depreciation, depending upon age and condition of the article.
12. **Protection Not Afforded from Wear and Tear** - The unit member's property shall not be afforded protection from wear and tear and obsolescence.
 - 12.1. The unit member shall be responsible for the maintenance of all personal equipment or other personal property used in the scope of the employee's work.
13. **Reimbursement from Other Sources** - In the event a unit member is compensated for replacing or repairing his/her property from any source other than District funds, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damages or stolen property.
14. It is agreed that nothing in this Article shall abrogate the unit member's responsibility as to the health and safety of the students assigned to him/her.

ARTICLE XI
ASSOCIATION RIGHTS

1. The District and the Association recognize the right of unit members to join and participate in the lawful activities of the exclusive representative organization and be represented by that organization in all their employer-employee relations. The District and the Association recognize the equal alternative right of unit members to refuse to join an organization, such rights to be exercised free from reprisals or discrimination.
2. No more than three (3) designated representatives of the Association shall have the right of access, between the hours of seven-thirty o'clock (7:30 a.m.) and three-thirty o'clock (3:30 p.m.), to any staff room and general meeting area unless approved by the site administrator. Organization representatives shall notify the responsible administrator, or designee, of their presence upon visiting a school and shall recognize the right to privacy of District employees. Such visitations shall not interfere with the conduct of school activities or normal duties of District employees. The Association shall have the right to request the use of District facilities in accordance with the requirements established by the Board of Education under the Civic Center Act of the Education Code of the State of California.
3. The Association shall have the right to post notices of activities and matters of unit member concern on bulletin board space reserved for employee organizations, a reasonable amount of which shall be provided at each school site in an area frequented by unit members. The Association may use the school mailboxes for communications to unit members. All such communications shall be dated, signed, and properly identified as to source.
4. The Association shall be provided with a total of fifteen (15) working days of release time per year to be utilized by designated Association members for Association business, exclusive of negotiations and grievance processing.
5. Upon written request by the Association, the District shall furnish to the Association two copies of non-confidential materials, as determined by the Superintendent, or designee, which are supplied to Board members prior to Board meetings and which are related to the meeting and negotiation process

and any other similar materials that may be given to Board members during Board meetings and which are open to public inspection.

6. The District shall, no later than November 15 of each year of this Agreement, distribute to each unit member a copy of the District Directory containing names, addresses, and telephone numbers of those District employees who have authorized the District to publish said information.

ARTICLE XII
SAVINGS

1. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, but all other provisions shall continue in full force and effect.

ARTICLE XIII
COMPLETION OF NEGOTIATIONS

1. Except as provided for in other provisions of this Agreement, the Association agrees not to attempt to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of the Association at the time it met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
2. In any case, which unit members are to be extended any additional benefits not accorded to other unit members in this Agreement, the Association shall be informed of the particulars thereof, prior to any offer to, or meeting with the unit member. The unit member shall be notified of his/her right to have Association representation at any meetings to discuss such matters.
3. The parties agree that this Article is not intended as either a general or a specific waiver of the bargaining rights that the Association might have under the Rodda Act as a result of the District's attempt to change any past benefit or practice not contained in this Agreement, which is within the mandatory scope of bargaining of the Act.
4. Nothing contained within this Article shall limit the right of the parties to modify this Agreement at any time by mutual written agreement.
5. Requests to reopen negotiations for a successor agreement shall be submitted by TCEA, in writing, no later than the first Board of Education meeting in March. As soon thereafter as practicable, but not later than sixty (60) days, following the receipt of a request to open negotiations, the parties shall meet to begin such negotiations.

ARTICLE XIV
AGENCY SHOP

1. Any unit member who is a member of the Temple City Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association.
 - 1.1. Pursuant to authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.
 - 1.2. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
2. Any unit member who is not a member of the Temple City Education Association, CTA/NEA, 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 fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 1 of this Article.
 - 2.1. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1., 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 section 1 of this Article.
 - 2.2. There shall be no charge to the Association for such mandatory agency fee deductions.
3. 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 Temple City

Education Association, CTA/NEA 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 a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code (for example: Foundation to Assist California Teachers).

- 3.1. Such payment shall be made on or before the first day of this contract of each school year.
- 3.2. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above.
- 3.3. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service has been made.
- 3.4. Such proof shall be presented on or before September 30 of each school year.
4. Any unit member making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
5. With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
6. The Association agrees to furnish any information needed by the District to fulfill the provisions of section 3 of this Article

ARTICLE XV
WAGES, HEALTH and WELFARE BENEFITS (COMPENSATION)
(Revised 2014 – 2015)

1. **Salary Schedule Adjustment:**

1.1. The parties will consider the District's fiscal resources and obligations in determining total compensation, which includes salary as well as health and welfare benefits.

1.2. Both the District and the Association have a mutual interest in maintaining the teachers' salary schedule and health/welfare benefits at or above the median level (Los Angeles County surveys or other mutually agreed upon comparison methods) while at the same time protecting the District's ability to maintain a budget with a five percent (5%) ending balance.

1.3. Effective July 1, 2014, the certificated salary schedules for 2014-2015 shall be increased by five percent (5%).

2. **Salary Schedule:** The District agrees to compensate unit members according to the salary schedule attached as Appendix E.

3. **Step and Class:**

3.1. Earned step movement is granted if a teacher completed at least 75% of the previous year.

3.2. Class movement will be granted the first pay period after receipt of official transcripts confirming completion of units or degrees necessary for movement and Board approval.

4. **Career Increment:** The District agrees to grant a career increment of \$1000.00 to those unit members who qualify in accordance with the provisions of the District. Career increments will be granted the first pay after receipt of official transcripts confirming completion of units or degrees necessary and Board approval. (See Appendix D)

5. **Extra-Duty Assignments:** Extra-duty assignments include all work performed outside the school day for which members of the bargaining unit receive pay. The District agrees to compensate unit members for extra duty assignments according to the schedule attached as Appendix E-2. The extra-duty assignment schedule will be increased the same percentage as the regular schedule. The extra-duty assignment schedule increase shall become effective at the same time as the salary increases.

6. **Health and Welfare Benefits:** The District agrees to provide each eligible unit member the opportunity to select his/her health and welfare benefits from among the options listed on the Certificated Employees Benefit Selection Sheet (see Appendix F).
 - 6.1. Effective July 1, 2014, the District's contribution to the TCEA benefits fund shall be \$8250 per FTE.
 - 6.2. No employee shall account for more than 1.0 FTE.
 - 6.3. The District's contribution for part-time unit members shall be pro-rated in proportion to the unit member's percentage of FTE.
 - 6.4. Each full-time unit member shall be required to select a package of benefits from those listed on Appendix F, which includes a medical plan, a dental plan, a vision plan, and a life insurance plan.
 - 6.5. TCEA shall determine the amount of the deduction to be allocated to the TCEA members based upon whether the individual is single, two-party, family, or married to another unit member.
 - 6.6. Costs of premiums beyond the maximum contribution shall be deducted from the employee's paycheck as a condition of receipt of the benefits.
 - 6.7. All monies contributed to the benefits fund are to stay in the fund to offset future increases and reduce "out of pocket" expenses for TCEA unit members. No rebates are to be disbursed from the TCEA benefits pool.
 - 6.8. The TCEA Benefits Committee shall determine the fringe benefit options available to bargaining unit members and select the providers of those plan options.
7. The District agrees to provide the same coverage for an employee with a registered domestic partner (or domestic partner with children) as it pays toward the cost of coverage for an employee with a spouse (or spouses with children) as long as the following conditions exist:
 - 7.1. Domestic partner participation will be governed by the rules and regulations of the insurance carrier.
 - 7.2. To be eligible for domestic partner coverage, the unit member and domestic partner must have registered their domestic partnership pursuant to California Family Code section 297 et seq. and must meet all the requirements of the domestic partner registration laws at the time coverage is requested.

- 7.3. The unit member shall provide a copy of the Declaration of Domestic Partnership document, which has been duly filed with the Secretary of State, at the time coverage is requested.
- 7.4. If the domestic partnership is terminated, the unit member shall provide the District with a copy of the Notice of Termination of Domestic Partnership within ten (10) days of filing the Notice with the Secretary of State.
- 7.5. Termination of the domestic partnership shall result in discontinuation of dependent coverage for the former domestic partner.
- 7.6. Upon loss of coverage for a domestic partner for any reason, continuation coverage through COBRA shall be offered only to the extent the federal COBRA legislation provides for such coverage for domestic partners. (As of 10/27/04, there is no federal legislation covering domestic partnerships.)
8. The District shall make an IRS 125 program available to TCEA unit members and assist the TCEA Benefits Committee with the administration of that program, plan selection sign-up procedures, payroll deduction procedures, and other related administrative and clerical functions.

ARTICLE XVI
AD HOC INSTRUCTIONAL ASSIGNMENTS

1. **Posting of Vacancies** - The school shall deliver a notice of vacancy for ad hoc instructional assignments, such as home teaching, independent study, or categorical project assignments to all members of the staff. The notice shall include a deadline of no less than seven working days unless this requirement is waived by mutual agreement of the principal and the TCEA President.
2. **Selection Criteria** - The principal is responsible for developing the notice, which shall include a description of the position's duties, a list of all qualifications, and requirements of the position.
3. **Selection Procedures** - All qualified applicants will be interviewed by the principal and one or more teachers.
4. **Final Decision** - The interview panel will make the final decision based on the objective application of these criteria:
 - 4.1. Possession of the appropriate credential or certificate.
 - 4.2. Unit members, in a given subject or grade level, shall be given priority consideration in filling subject or grade level positions.
 - 4.3. The unit member's area of competence and timeliness of experience in the subject matter and/or grade level.
 - 4.4. The ability to maintain an effective and stimulating learning environment, as documented by evaluations, observations, or other pertinent documents in the personnel file.

ARTICLE XVII
SUPPLEMENTAL DUTIES/TEACHER REPRESENTATIVE POSITIONS
(Revised 2017 – 2018)

1. Supplemental Duties are those duties, which are listed on and paid according to the Supplemental Pay Schedule, Appendix E.
 - 1.1. Supplemental duties are not part of a unit member's regular instructional and adjunct duties defined in Section 1 of Article II, and supplemental duties are in addition to any voluntary duties such as club sponsorship.
2. **Posting of Vacancies** - The District shall post at each school, and deliver to the Association, a Notice of Vacancy as soon as the District determines the need to fill one of the supplemental duty positions.
 - 2.1. The Notice of Vacancy shall include the Job Description of duties, the qualifications and experience requirements for the position, and the closing date for submitting applications.
 - 2.2. Except in unusual circumstances, the closing date shall not be less than ten (10) working days after the first day of posting. Positions shall not be filled before the closing date.
3. **Selection Procedures** - Preference shall be given to employees of the District and no supplemental duty position shall be offered to a non-employee if there is an employee applicant who meets all of the qualifications and experience requirements listed in the Notice of Vacancy.
 - 3.1. Department Chairpersons, Grade Level Leaders, and any District or site committee members shall be selected by the unit members in the department, grade level, or specialty area they will represent, in elections conducted by the Association. Teachers must be tenured and receive “meets District standards” in all evaluation Criteria areas to be considered for Supplemental Duties or Teacher Representative Positions.
 - 3.1.1. The above criteria may be waived on a case-by-case basis with the approval of the TCEA President.
 - 3.2. Assistant coaches shall be selected by the Head Coach they will be assisting, pending approval by the Assistant Superintendent of Personnel.
 - 3.3. All other supplemental duty positions shall be selected by consensus of the District selection committee or site selection committee, which shall consist

of the principal and three unit members selected by the unit members at that site in an election conducted by the Association.

4. **Selection Procedures for all Teacher Representative Positions** - These procedures are established as a guideline for the selection of teacher representatives.

4.1. Representative positions shall be elected by teachers, whenever practicable.

4.2. Examples of represented positions include:

4.2.1. Department chairs

4.2.2. Grade Level/Team Leaders

4.2.3. District or Site Committee Members

ARTICLE XVIII
CATASTROPHIC LEAVE BANK
(Revised 2010 – 2011)

1. **Authorization**

1.1. Section 44043.5 of California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees of that district to donate eligible leave credits (as defined) to an employee when that employee or member of his or her family suffers from a catastrophic illness or injury (as defined) if prescribed conditions are met. The Catastrophic Leave Bank shall be administered by the Catastrophic Leave Bank Committee (CLB Committee), as selected by TCEA.

2. **Definitions**

2.1. A “catastrophic illness” or “catastrophic injury” is defined as an unwelcomed event that incapacitates the employee or a member of the employee’s family for a period of time.

2.1.1. This event would require the employee to take time off work after the employee has exhausted all of his or her sick leave.

2.1.1.1. Maternity and/or childcare leaves are not considered catastrophic unless they fall into the above category.

2.2. The term “eligible leave credits” is defined as sick leave days accrued to, or donated by, a participating member. The terms “leave credits,” “credits,” “sick days,” and “days” are equivocal when discussing time off for an employee.

2.3. The terms “donation,” “deposit,” and “contribution” are interchangeable for the purposes of the Catastrophic Leave procedure.

3. **Donations to the Bank**: Donation to the Catastrophic Leave Bank program is voluntary for any regular certificated employees of TCUSD on active duty status. Eligible leave credits may be donated to the Catastrophic Leave Bank within the following conditions and restrictions:

3.1. All donating members of the catastrophic leave program as of January 1, 2011 are grandfathered in as paid-in-full participants, but must abide by all new rules and regulations herein.

- 3.2. To contribute to the Catastrophic Leave Bank program, new members must use the CLB Application and Donation Form (Appendix I) and donate from their allotted/accrued sick leave days at least one day per year for two consecutive years, or at least two days in one year.
- 3.3. Donors may contribute as many days as they wish at any time during the academic years, or at least two days in one year.
- 3.4. Participants in the Catastrophic Leave program are eligible to apply for catastrophic leave after a thirty (30) day vesting period from their initial deposit. Any particular instance that challenges the vesting period will be evaluated by the CLB Committee.
- 3.5. Donors shall give written notice using the CLB Application and Donation Form (Appendix I) to the Personnel office with his or her intent to contribute day(s) to the CLB.
 - 3.5.1. A copy of the CLB Member/Donor and Donation Form (Appendix I) shall state clearly the number in the donor's Personnel File.
 - 3.5.2. The CLB Member/Donor and Donation Form (Appendix I) shall state clearly the number of days and the manner in which they would like them donated. The date of the CLB Member/Donor and Donation Form (Appendix I) shall become the date of effective transfer of leave credits (sick days).
- 3.6. Any contribution of days from donors who have fewer than six (6) accrued sick leave days must be formally approved by the CLB Committee.
- 3.7. A deposit of leave credits to the Catastrophic Leave Bank shall be a general donation and usable by any qualifying participant in the program; leave credits cannot be donated to a specific individual or circumstance.
- 3.8. All donations to the Catastrophic Leave Bank from anyone are irrevocable: The donor waives any right to those days that he or she has donated after the vesting period.
- 3.9. The Catastrophic Leave Bank will accumulate days year to year. The CLB shall maintain a minimum of 300 days in the bank.
 - 3.9.1. Should the number of days in the Catastrophic Leave Bank fall below 300, all active participants who wish to maintain membership must donate at least one day per fiscal year until the bank is replenished to the minimum amount.

3.9.2. Should a participant fail or choose not to maintain membership, he or she will be given written notice by the District Office and the CLB committee of their standing and their options. (See CLB Delinquency/Replenishment/Notification form I-3).

4. **Withdrawals from the Bank**: A Catastrophic Leave Bank participant may request to draw upon the leave credit (banked days) under the following conditions:
 - 4.1. The employee or his or her family member is suffering from a catastrophic illness or injury as defined in this article (Section 2).
 - 4.2. The request for CLB withdrawal must be made in writing to the personnel office using the CLB Request Form at which time the personnel office will contact TCEA's executive board. (See CLB Request/Withdrawal form – appendix I-3).
 - 4.2.1. The written request must include
 - 4.2.1.1. verification of catastrophic illness or injury by an appropriate authority and
 - 4.2.1.2. the specific number of days being requested from the CLB.
 - 4.3. The personnel office shall report to TCEA the individual's remaining sick leave days, if any.
 - 4.4. The CLB Committee will convene to evaluate the request with due diligence.
 - 4.5. If catastrophic leave is approved, coverage by the Catastrophic Leave Bank will be granted in units of no more than ten (10) duty days per request. Participants may request extensions or additional grants as their prior grants expire. The maximum withdrawal of leave credits (days) for any requests in a given fiscal year shall not exceed sixty (60) working days.
 - 4.6. All transactions, activity and circumstances surrounding participants using the Catastrophic Leave Bank shall be held confidential by the CLB Committee, TCEA, and the District.
 - 4.7. Requestors who have exhausted sick leave, but who still have differential leave available, are eligible for a withdrawal from the CLB. Upon approval by the CLB Committee, the District shall pay the requestor full pay, and the CLB shall be charged a half day while the requestor is debited a day of authorized differential pay as by Ed Code (#45180).
 - 4.8. Any days granted by the CLB Committee that go unused by the employee shall be returned to the Catastrophic Leave Bank.

4.9. Eligible credits (days) shall be donated and withdrawn from the Bank without regard to the daily rate of pay of any participant. Requestors using days from the Bank shall receive pay for that day at the same rate he or she would have received had the requestor worked that day.

5. Catastrophic Leave Bank Committee

5.1. The Catastrophic Leave Bank Committee shall consist of the Assistant Superintendent of Personnel who serves as the non-voting facilitator and three (3) voting members appointed by the executive board of TCEA.

5.2. In the event that a CLB Committee has not been formed, or if the committee members are not able to fulfill their duties, the duties of the CLB committee are to be upheld by the TCEA executive board.

5.3. The CLB Committee shall have the responsibility for approving or denying a request, in part or whole, and communicating their decision in writing to the requestor and the personnel office within ten (10) working days of the CLB Committee's receipt of the request.

5.4. In reviewing requests, the CLB Committee shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the bank.

5.5. An employee who has had a request denied may amend and resubmit the request one time, with or without the assistance of a building representative. All decisions of the CLB Committee are final and shall not be subject to further appeal.

5.6. All records and information obtained by the CLB Committee and/or TCEA that relate to an individual employee's health, finance, family, or employment status shall be confidential, and may not be discussed or divulged by a CLB Committee member outside of formal meetings.

5.7. If the Catastrophic Leave Bank does not have sufficient credits to meet a withdrawal request, the CLB Committee is under no obligation to provide credits or leave days and the District is under no obligation to pay the requestor any funds whatsoever.

5.8. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank, if any, shall be returned to the active participants in proportion to their deposits.

6. District Responsibilities

- 6.1. The District shall provide a current accounting of the active duty participants, past donors and all account activity twice a year, to be given to the TCEA executive board or the CLB Committee every December and May.
- 6.2. The District shall have the responsibility of receiving withdrawal requests and verifying the status of the requestors' sick leave, and communicating that information to the TCEA executive board or the CLB Committee.
- 6.3. Upon receipt of (CLB Request Withdrawal Form I), the District shall effectuate the transfer of credits from the donors to the Bank. The District shall send written confirmation to the donors and the CLB Committee that the transfer has taken place. The confirmation shall include the number of leave days remaining to the donor.
- 6.4. Upon receipt of written instructions from the CLB Committee, the District shall

ARTICLE XIX
EARLY RETIREMENT

1. The District and TCEA mutually agree to offer a retirement plan for unit members who choose to retire and who meet the following criteria:
 - 1.1. Must be at least 55 years of age by September 1 of the year they retire.
 - 1.2. Must have been employed in the District for a minimum of ten (10) years.
2. Retirees will receive a health benefits package, capped at the District's yearly contribution, for five (5) years or until age sixty-five (65), whichever occurs first.

ARTICLE XX
PEER ASSISTANCE and REVIEW PROGRAM (PAR)
(Revised 2010 – 2011)

1. **Purpose**

- 1.1. The Peer Assistance and Review Program (PAR) allows exemplary teachers/unit members to assist identified permanent teachers/unit members in their professional domain. (Education Code 44500)
- 1.2. The Program's assistance shall be provided through Consulting Teachers as described in Section 3.2 of this article. Consulting Teachers shall not participate in, nor conduct, any evaluation of a certificated unit member as set forth in the evaluation article of this Agreement and Education Code 44660, et seq.
- 1.3. The Program resources shall be utilized in the following priority:
 - 1.3.1. Permanent Teachers/unit members whose overall summative evaluation does not meet standards (Appendix G)
 - 1.3.2. Beginning Teachers/unit members
 - 1.3.3. Voluntary Permanent Teachers/unit members
 - 1.3.4. General staff development.

2. **Definitions**

- 2.1. **Teacher** – All full or part-time probationary, permanent, or temporary unit members.
- 2.2. **Referred Participating Teacher** - A permanent teacher recommended by his or her evaluator to receive assistance to improve his or her subject matter, knowledge, teaching strategies, and/or teaching methods (including classroom management) as a result of an overall “Does Not Meet Standards” on his/her summative evaluation.
- 2.3. **Beginning Teacher** – Any unit member having probationary or temporary status.
- 2.4. **Voluntary Teachers** – A teacher with permanent status who has received a summative evaluation other than “Does Not Meet Standards” but who requests assistance to improve his or her professional skills. The purpose of participation in the PAR Program is for peer assistance only. The Voluntary Teacher may terminate his or her participation in the PAR Program at any time.

2.5. **Participating Teacher** – Any unit member participating in the PAR program as a Referred, Beginning or Voluntary Teacher.

2.6. **Evaluator** – The certificated administrator appointed by the District to evaluate a certificated teacher/unit member.

2.7. **Consulting Teacher** – A unit member who provides assistance to a Participating Teacher pursuant to the PAR Program.

2.8. **Joint Committee** – a panel of five members responsible for the governance of the Peer Assistance and Review Program.

3. **Governance and Program Structure**

3.1. **Joint Committee (JC)**

3.1.1. The Peer Assistance and Review Program will be administered by a panel consisting of five members: three teachers/unit members appointed by the Association, and two administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers/unit members as set forth in Section 3.2.2. A certificated committee member's term shall be three years. The terms of the committee members shall be staggered.

3.1.2. The Joint Committee shall establish its own meeting schedule. Such meetings may take place during the regular teacher workday.

3.1.3. The Joint Committee shall have the following responsibilities:

3.1.3.1. Establish internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Committee's chair.

3.1.3.1.1. Participate in training for the Joint Committee as needed.

3.1.3.1.2. Develop the annual budget for the PAR Program.

3.1.3.1.3. Send written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site evaluator.

3.1.3.1.4. Develop and maintain PAR documents and reports for Consultant Teacher use.

3.1.3.1.5. Forward all formal PAR documents of participation to the Personnel Office at the end of the year. These records shall be filed separately from the individual personnel records except as specified in this document.

- 3.1.3.1.6. Determine the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations. Compensation issues must be approved through the established contract negotiations process.
- 3.1.3.1.7. Select Consulting Teachers and provide for their training.
- 3.1.3.1.8. Review reports provided by Consulting Teachers.
- 3.1.3.1.9. Review the effectiveness of the Consulting Teacher in the role of Consulting Teacher.
- 3.1.3.1.10. The Joint Committee will make an annual report to the Governing Board and the Association regarding the impact of the PAR Program, improvements to be made in the Program and any recommendations regarding the Program.

3.2. Consulting Teacher (CT)

- 3.2.1. A Consulting Teacher is a unit member who provides assistance to a Participating Teacher pursuant to the PAR Program
- 3.2.2. Qualifications for Consulting Teacher:
 - 3.2.2.1. Attained permanent status with at least five years of recent experience in TCUSD.
 - 3.2.2.2. Demonstrated effective communication skills, subject matter competency, commitment to District curricular goals and standards, and mastery of professional strategies necessary to meet students' needs in different contexts;
 - 3.2.2.3. Demonstrated effective leadership skills including the ability to work cooperatively and effectively with other teachers/unit members and administrators.
- 3.2.3. Consulting Teacher positions shall be filled in the following manner:
 - 3.2.3.1. The District shall post the position(s). Each applicant will be required to submit an intent to apply form.
 - 3.2.3.2. Applicants must also submit at least two letters of recommendation from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a Principal or District level administrator is preferred, although not necessary. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

The Joint Committee will make the selection through majority vote, which will be forwarded to the superintendent or designee.

- 3.2.3.3. The Committee's procedures for selecting Consulting Teachers/unit members may include classroom observations of Consulting Teacher candidates.
 - 3.2.4. Consulting Teachers/unit members shall provide assistance to Participating Teachers/unit members in the areas of subject matter knowledge, professional strategies, and/or teaching methods. This assistance may include, but is not limited to, the following activities:
 - 3.2.4.1. Meeting with the Referred Participating Teacher/unit member and the evaluator to discuss the PAR Program and to establish mutually agreed-upon performance goals based on specific areas targeted by the evaluation process;
 - 3.2.4.2. Developing the assistance plan and a process for determining successful completion of the PAR Program;
 - 3.2.4.3. Meeting and consulting regularly with the evaluator regarding the nature of the assistance being provided;
 - 3.2.4.4. Observing Participating Teacher/unit member multiple times during periods of classroom instruction/professional duties;
 - 3.2.4.5. Allowing the Participating Teacher/unit member opportunities to observe the Consulting Teacher/unit member or other selected teachers/unit members as needed. Allowing the Participating Teacher/unit member to attend professional training. Demonstrating good practices to the Participating Teacher/unit member;
 - 3.2.4.6. Maintaining appropriate records of each Participating Teacher/unit member's activities and progress.
 - 3.2.5. A Consulting Teacher/unit member may not be appointed to an administrative position in the District while serving as a Consulting Teacher, or for one (1) full year after serving as a Consulting Teacher.
4. **Program Outline**
- 4.1. For Referred Participating Teachers/unit members:
 - 4.1.1. Any permanent unit member with an "Overall Does Not Meet Standards" on the six teaching standards (CSTP) of the final summative evaluation must participate in the Program.

- 4.1.2. The Consulting Teacher's assistance shall focus on the specific areas recommended for improvement by the Participating Teacher/unit member's evaluator.
- 4.1.3. These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).
- 4.1.4. The Evaluator, the Consulting Teacher and the Referred Participating Teacher/unit member shall meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance that should be provided by the Consulting Teacher.
- 4.1.5. The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate the assistance provided to the Referred Participating Teacher/unit member.
- 4.1.6. The Consulting Teacher and the Referred Teacher/unit member shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 3.2.4, which must include observations of the Referred Participating Teacher/unit member as needed.
- 4.1.7. Before April 1 of each year, the Consulting Teacher shall complete a written report evaluating the unit member's progress on the performance goals as outline in Section 4.1.3. and also contain the following information
 - 4.1.7.1. a description of the assistance provided to the Participating Teacher unit member and
 - 4.1.7.2. evidence of application in the targeted goal areas. This report shall be submitted to the Joint Committee and also to the Participating Teacher/unit member and the evaluator. The Referred Participating Teacher/unit member shall have the right to submit a written response within twenty (20) days and have it attached to the final report. The Referred Participating Teacher/unit member shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice.

4.1.8. The Consulting Teacher's written report shall be made available as part of the Participating unit member's annual evaluation. The evaluator shall have the discretion as to whether, and how to use the results in the annual evaluation. The Participating Teacher/unit member may request placement of the Consulting Teacher's report in his/her personnel file.

4.1.9. After receiving the report, the Joint Committee shall determine whether the Participating Teacher /unit member will benefit from continued participation in the Program. The Consulting Teacher shall continue to provide assistance to the Referred Participating unit member until the Joint Committee determines the teacher no longer benefits from participation in the Program, or the teacher receives an overall "Meet Standards" on the summative evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

4.2. Beginning Teachers/unit members

4.2.1. Beginning Teachers/unit members will be assigned Consulting Teachers (Support Providers) as outlined in the Plans for the Beginning Teacher Support and Assessment Program (BTSA) or the Pre-Intern, and Intern Programs of the District.

4.3. Voluntary Participating Teacher/unit members (permanent)

4.3.1. Voluntary Participating teacher/unit members are individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating teacher/unit members will focus on practical application of professional skills or the acquisition of new subject matter.

4.3.2. The Voluntary Participating unit member will submit to the Joint Committee a written request to participate in the program. The request will outline the needs he/she would like to address.

4.3.3. All reports and recommendations will become the property of the Voluntary Participating Teacher/unit member.

4.3.4. The Voluntary Participating Teacher/unit member may terminate his or her participation in the PAR Program at any time.

5. Other Provisions

5.1. Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).

5.1.1. All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

5.1.2. All parts of the selection process of Consulting unit members will be treated as confidential and will not be disclosed except as required by law.

5.1.3. All the documents for the PAR Program will be filed separately from the individual personnel records, except as set forth in 4.1.8 above.

ARTICLE XXI
EVALUATION
(Revised 2015 – 2016)

1. Temple City Unified School District (TCUSD) and Temple City Education Association (TCEA) agree that the purpose of evaluation is the improvement of instruction and a better educational program through staff growth.
 - 1.1. This article is intended to meet all the requirements of the Stull Act as mandated by the State of California and to meet the State Standards for the Teaching Profession as well as District accountability standards.
 - 1.2. As a result, both parties agree to the following evaluation procedure in order to develop a coordinated and consistent evaluation process and procedure.
2. The evaluation process will be based upon the California Standards for the Teaching Profession (CSTP) (Appendix G). The process and procedure is as follows:
 - 2.1. **Goal Setting:**
 - 2.1.1. Every year, each certificated staff member will conduct a self-assessment to determine his/her current level of practice in each of the elements.
 - 2.1.2. Upon completion of the self-assessment, each certificated staff member will develop two goals for the year. One goal will address Professional Standards and one goal will address Professional Development.
 - 2.1.3. By October 1, all certificated staff members must submit goals to their evaluating administrator.
 - 2.1.4. Before a formal observation, but no later than November 1, each certificated staff member due for evaluation during the current year will meet with the evaluating administrator to discuss and mutually agree upon the goals for the current evaluation cycle.
 - 2.1.5. If a certificated staff member and principal need assistance in mutually agreeing upon goals, a third party consisting of a TCEA Representative and, if desired, a District Representative may be called in to help dialogue.

2.2. Observation Process: At the beginning of the school year, the school site administration shall prepare a projected evaluation calendar listing names of teachers to be formally observed and evaluated.

2.2.1. Every probationary, temporary, and provisional, certificated staff member shall receive a written formal observation lasting a minimum of 30 minutes by the school site administration at least twice each school year and a minimum of three unscheduled "walk through" observations each year.

2.2.2. Every permanent certificated staff member shall receive a written formal observation lasting 30 minutes at least every other year, and a minimum of three unscheduled "walk through" observations each year. The site administrator or evaluator may waive the two-year cycle formal evaluation for up to, but not exceed, a five (5) year cycle, provided the unit member meets all of the criteria specified in section 2.3.2.2. This election of an alternative cycle does not preclude unit members from receiving a minimum of three (3) unscheduled "walk through" observations each year. The alternative cycle option may be altered at the discretion of administration.

2.2.3. A complete sequence for a formal observation shall include:

2.2.3.1. A pre-observation conference between the evaluator and the certificated staff member;

2.2.3.2. A 30 minute observation (no later than 5 school days after the pre-observation conference);

2.2.3.3. A post-observation conference (no later than 10 school days after the observation) in which the certificated staff member has an opportunity to obtain clarification and feedback from the evaluator; and

2.2.3.4. A written observation report, site-specific and aligned to the CSTP. If needed, an initial assistance plan may be developed at this conference.

2.2.3.5. If mutually agreed upon by the observer and the certificated staff member observed, the above observation assessment sequence may be adjusted. The agreement shall be in writing and signed by both parties.

- 2.2.4. In case of a dispute regarding the observation report, the affected certificated staff member may request, in writing, an additional conference with the observer. This conference must take place within ten (10) school days of the request.
- 2.2.5. If the observer and/or certificated staff member observed desires to have another observation in order to ensure impartiality in a situation that may lead to the observed receiving an “Does not Meet Standard” or “Needs Improvement” rating, that individual may make a written request for such to the Superintendent or designee. The Superintendent or designee shall then assign another administrator to observe when determined appropriate.
- 2.2.6. If the administrator determines that further support is needed to assist a certificated staff member in meeting District standards, then at least three (3) 30 minute follow-up formal, written observations shall take place prior to any unsatisfactory summative evaluation.
 - 2.2.6.1. These formal, written observations must include recommendations for improvement; the summative evaluation must document that improvements have not occurred at the level to determine a satisfactory rating.

2.3. Evaluation Process

- 2.3.1. Every probationary, temporary, and provisional certificated staff member shall be evaluated by the administration in writing at least twice each school year.
- 2.3.2. Every permanent certificated staff member shall be evaluated in writing by the administration every two years.
 - 2.3.2.1. A permanent certificated staff member may be evaluated in two consecutive years if:
 - 2.3.2.1.1. the summative evaluation for the first year “does not meet standard” or
 - 2.3.2.1.2. for just and sufficient cause, subject to the prior approval of the superintendent or designee.
 - 2.3.2.2. An exception would be a permanent certificated staff member evaluated at least every five years if:
 - 2.3.2.2.1. the certificated staff member has been employed by the district for a minimum of ten years as a teaching member and

- 2.3.2.2.2. the previous two summative evaluations rated the member as “meets standards” in six (6) of the six(6) standards
- 2.3.2.2.3. the agreed upon cycle may be modified at any time during the cycle period at the discretion of the administration.
- 2.3.3. The summative evaluation for all certificated staff shall include information gathered during his/her evaluation cycle.
- 2.3.4. The content of this evaluation is derived from input and feedback regarding performance including data on classroom responsibilities and adjunct duties.
 - 2.3.4.1. This may include formal and informal observations and "walk through," memos, memos of record, recommendations and directives for improvement and other forms of direct contact relating to the major performance areas.
 - 2.3.4.2. Administrators are expected to maintain evaluation contact logs for any certificated staff member requiring additional support and guidance.
- 2.3.5. The evaluation of a certificated staff member, pursuant to this Section, shall not include or be based upon the following:
 - 2.3.5.1. Complaints or charges made against a certificated staff member that are not found valid.
 - 2.3.5.2. Standardized or other District test results that measure achievement.
 - 2.3.5.3. Results of any tests utilized for the purpose of a School Improvement Plan.
 - 2.3.5.4. The success, or lack thereof, of the site to meet the required API/AYP growth targets.
 - 2.3.5.5. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the certificated staff member.
 - 2.3.5.6. The personal life or lifestyle of a certificated staff member; his/her personal opinions; any scholarly, literary, or artistic endeavor of a certificated staff member.
 - 2.3.5.7. Information gathered from intercoms and television cameras used for communications and monitoring safety conditions.

- 2.3.5.8. Achievement of objectives stated in Individual Educational Programs (IEPs) of special education pupils.
- 2.3.6. Each evaluation shall be based upon at least one observation, lasting 30 minutes.
 - 2.3.6.1. At least three (3) 30 minutes follow-up formal observations shall take place prior to any summative conclusion of “does not meet standard.”
- 2.3.7. The Summative Evaluation Form will indicate that a certificated staff member Meets District Standard if the certificated staff member is rated overall as “meets standard” in at least five (5) of the six (6) standards.
- 2.4. Sequence and Timeline for Summative Evaluations:**
 - 2.4.1. Probationary/Temporary/Provisional certificated staff members:**
 - 2.4.1.1. By November 15, each probationary/temporary/provisional certificated staff member shall have received their first written formal evaluation.
 - 2.4.1.2. By February 1, each probationary/temporary/provisional certificated staff member shall have received their second written formal evaluation.
 - 2.4.1.3. By March 1, each probationary/temporary/provisional certificated staff member shall have received their written summative evaluation.
 - 2.4.1.4. By March 15, each probationary/temporary/provisional certificated staff member shall have received an individual conference to discuss summative evaluation.
 - 2.4.2. Permanent certificated staff members:**
 - 2.4.2.1. By May 1, each permanent certificated staff member scheduled for evaluation shall receive a written summative evaluation.
 - 2.4.2.2. By June 1, each permanent certificated staff member scheduled for evaluation shall have received an individual conference to discuss summative evaluation.
 - 2.4.3. In case of a dispute regarding the Summative Evaluation, the affected certificated staff member may request, in writing, an additional conference with the observer. The conference must take place within ten (10) school days of the request.

2.4.4. The certificated staff member has the right to submit a statement in writing to accompany the summative evaluation;

2.4.5. Summative evaluations will be placed in District personnel file on the last school day scheduled on the school calendar adopted by the Governing Board.

3. **Non-Reelection Notices** must be given by the following dates:

3.1.A first year probationary certificated staff member receiving a Non-Reelection Notice must receive said notice by May 15.

3.2.A second year probationary certificated staff member receiving a Non-Reelection Notice must receive said notice by March 15.

3.3.A temporary certificated staff member may be released at any time during the school year with forty-five (45) calendar days' notice.

4. All of these preceding requirements shall not affect the District's statutory rights regarding reemployment and/or reelection to employment of temporary and probationary certificated staff members.