AGREEMENT

Between the

BOARD OF EDUCATION

of the

TORRANCE UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,

TORRANCE CHAPTER 845

JULY 1, 2024

Through

JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	RECOGNITION/SCOPE	1
2	DEFINITIONS	1
3	ORGANIZATIONAL RIGHTS	4
4	MANAGEMENT RIGHTS	7
5	NON-DISCRIMINATION	8
6	DUES AND ORGANIZATIONAL SECURITY	8
7	HOURS AND OVERTIME	10
8	PAYMENTS AND ALLOWANCES	14
9	TOOLS AND SAFETY	15
10	REIMBURSEMENT FOR EMPLOYEE PROPERTY	16
11	EVALUATION	17
12	HEALTH AND WELFARE BENEFITS	18
13	HOLIDAYS	19
14	VACATION	21
15	LEAVES	22
16	TRANSFER AND ADMINISTRATIVE ASSIGNMENT	36
17	EMPLOYEE RIGHTS	38
18	LAYOFF AND REEMPLOYMENT PROCEDURES	39
19	GRIEVANCE	44
20	PROMOTION	48
21	SEVERABILITY	49
22	NEGOTIATION PROCEDURE	49
23	ADULT EDUCATION PROVISIONS	50
24	EFFECTS OF AGREEMENT AND ZIPPER CLAUSE	53
25	DURATION	53
APPENDICES		
A	BARGAINING UNIT SALARY SCHEDULE/CLASSIFICATIONS	
B	TUSD UNIFORM COMPLAINT PROCEDURES	
C	TUSD CIVILITY PROCEDURES	
D	2025/2026 AND 2026/2027 CALENDAR	
E	EVALUATION FORM	
F	FAMILY AND MEDICAL LEAVE ACT OF 1993	
G	UNPAID LEAVE OF ABSENCE FORM	
H	CATASTROPHIC LEAVE BANK FORMS	
I	GRIEVANCE FORMS	
J	STATE DISABILITY FORM INFORMATION	
K	W/C PRE-DESIGNATION OF PERSONAL PHYSICIAN	

ARTICLE 1

RECOGNITION/SCOPE

1.1 The Torrance Unified School District, herein after referred to as the District, hereby acknowledges the California School Employees Association, Torrance Chapter 845, hereinafter referred to as CSEA, Chapter 845, as being the exclusive bargaining agent for all classified employees holding those positions described in Appendix "A" attached hereto and incorporated by reference as part of this Agreement. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, Chapter 845, subject to the rules of the Public Employment Relations Board (PERB).

1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, benefits, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits as defined by Government Code Sections 53200, leave, transfer and reassignment policies, safety conditions of employment, procedures to be used for evaluation of employees, organizational security pursuant to Government Code Section 3546, and procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7, and 3548.8. Nothing herein may be construed to limit the right of the District to consult with any employee and/or CSEA, Chapter 845, on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

ARTICLE 2

DEFINITIONS

2.1 "Assignment" - Each classified employee shall be given a specific "assignment" in terms of duties, to whom he/she is responsible, work year, and working hours.

2.2 "Anniversary Date" - After completion of a probationary period of not less than six (6) months, the employee shall be placed on the second step of the range. Placement shall be effective on the first day of the succeeding month following the granting of permanency. This date shall be the "anniversary date."

2.3 "Class" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

2.4 "Class description" is the description of the duties, responsibilities, minimum qualifications, and desirable qualifications in a class.

2.5 "Classification" means that each position in the classified service shall have a designated title; a regular minimum number of assigned hours per day, days per week, and months per year; a specific statement of the duties required to be performed by the employees in each such position; and the regular monthly salary range for each such position.

2.6 "Differential" is a salary allowance in addition to the basic rate or schedule based upon a regular shift in which over one-half (1/2) the regular shift is after 5:00 p.m.

2.7 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.

2.8 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.

2.9 "Involuntary demotion" is a demotion without the employee's voluntary written consent.

2.10 "Limited Term" employee is an employee who is serving in lieu of an employee during the regular employee's absence, or serving in a position established for a limited and specified period of time of six (6) months or less. No limited term employee shall be employed beyond the specified period of time authorized except in case of emergency per Education Code 45286.

2.11 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class. Minimum qualifications shall be determined by the Superintendent or designee.

2.12 "Notice" means whenever notice is required under this agreement and no other form of notice is designated, written notice to the District shall be by personal delivery or by first class mail to the office of the Superintendent or designee, and notice to CSEA, Chapter 845, shall be written notice, personally delivered or by first class mail to the president of CSEA, Chapter 845, or his/her designee.

2.13 "Permanent employee" is a regular employee who successfully completes an initial probationary period.

2.14 "Probationary employee" - Each new employee appointed from an eligibility list shall serve an initial probationary period of 130 days of paid regular service in one classification in the classified service excluding days absent for illness or injury; these new employees shall be evaluated prior to the end of the third and fifth month of service.

2.15 "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.

2.16 “Reversion Rights” - In the event an employee is promoted and is released from their probationary status in their promoted position, the employee may be returned to a position in his/her former class if the position is vacant or if there is an equivalent vacant position per Personnel Commission Rule 9.3.3.1. In the event that an employee is promoted and is released from their probationary status and subsequently is separated from the permanent classified service, he/she shall have full appeal rights as if the employee had completed permanency in his/her present class per Personnel Commission Rule 19.1.11. In the event that the Personnel Commission Rules change in relation to this definition, this definition will reflect that change.

2.17 "Provisional employee" is a person employed temporarily while the examination process is being conducted to fill the position.

2.18 "Reclassification" means the upgrading of a position(s) to a higher classification as a result of the gradual accretion of the duties being performed by the incumbent in such position.

2.19 "Regular employee" is an employee, whether permanent, probationary, full-time, or part- time, who is not a restricted, substitute, limited-term, or student employee.

2.20 "Restricted employee" is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.

2.21 "Salary rate" is a specific amount of money paid to an employee based upon placement on a salary schedule.

2.22 "Salary schedule" is a series of salary steps and ranges which comprise the rates of pay for classes within the bargaining unit.

2.23 "Salary step" is one of the salary levels within the range of rates for a class.

2.24 "Substitute employee" is an employee who is called on a day-to-day basis to take the place of an absent employee. Substitutes are not a part of the classified service and do not earn the benefits of regular employment. (See Limited Term 2.12)

2.25 "Working hours" are all authorized hours in paid status.

2.26 "Working day" is any day an employee is required to perform the duties of a position regardless of the number of hours worked.

ARTICLE 3

ORGANIZATIONAL RIGHTS

3.1 CSEA, Chapter 845, shall have the following rights in addition to the rights contained in any other portion of this Agreement.

3.1.1 The right of access to areas in which employees work, provided employees are not disturbed during duty time. The CSEA, Chapter 845, authorized representative shall report in to the supervisor of the area prior to contacting individuals or groups of employees.

3.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, school delivery service, district email, and other District means of communication for the posting or transmission of information on notices concerning CSEA, Chapter 845, matters. Each work site shall provide a bulletin board, no less than 36 x 24 inches, exclusive for use by CSEA 845.

3.1.3 CSEA, Chapter 845, and its members shall have the right to make use of school equipment facilities and buildings in accordance with the "Civic Center Act."

3.1.4 In the event of a layoff, a seniority list shall be furnished at least sixty (60) days prior to the impending layoff and ten (10) days prior to notification to the employee of the layoff. The lists as outlined in Article 3.4 and the seniority list, in the event of the layoff, shall be furnished at no charge. All other requested lists by CSEA, Chapter 845, shall be at the current District rate for producing such lists.

3.1.5 The right to obtain copies of any budget, financial materials, or other materials that are available to the public.

3.1.6 The right to release time, without pay, for employees who are California School Employees Association (CSEA) state officers.

3.1.7 The right to release time, with pay, for up to five (5) Association unit members to attend the CSEA annual conference held in July or August. The District shall not be responsible for paid release time for bargaining unit employees who are not scheduled to work during the conference.

3.1.8 A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances. CSEA will make every effort to expand the number of qualified representatives available for representation.

3.1.9 CSEA Site Representatives

The District shall make a reasonable effort to prevent the involuntary transfer of site representatives.

3.1.10 Release Time

Torrance Unified School District shall annually provide a maximum of (20) days (160 hours) of paid release time combined for all Chapter members for the purpose of conducting Association business. This amount of release time is in addition to the release time provided for in Section 3.1.8-9 of this Article. The release time shall be requested by CSEA at least 24 hours prior to utilizing any release time from the employee's immediate supervisor.

3.2 Distribution of Contract: Within sixty (60) days after the execution of this Agreement, the District shall print or duplicate and provide copies of this Agreement for every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be provided with a copy of this Agreement by the District at the time of employment. Each employee in the bargaining unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. The parties shall share the cost of printing and distribution of the Agreement equally.

3.3 The District shall provide CSEA and the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. Each new employee at the time of hire will receive a packet of information to include: Bargaining Unit Agreement, Defined Work Year Calendar, and District New Hire Information. After CSEA receives its notification:

3.3.1 CSEA shall be granted up to forty (40) hours of release time per school year to conduct voluntary orientation of new unit members for the

purpose of New Employee Orientation.

3.3.2 CSEA shall have thirty (30) minutes of structured time to meet with a new employee during their normal workhours to discuss the rights and obligations created by the contract, the role of the representative, the role of the union, and to answer questions. CSEA shall schedule a mutually agreeable time and location of each meeting with the site supervisor and new employee. The CSEA Labor Relations Representative may attend the orientation session.

3.3.3 In the event the District conducts a group orientation instead of individual orientations as contemplated in 3.3(b) CSEA shall have paid release time for one (1) CSEA representative to discuss the rights and obligations created by the contract and the role of the representative, and to answer questions. CSEA shall have forty-five (45) minutes of structured time at a group new employee orientation. The CSEA Labor Relations Representative may also attend the orientation session(s).

3.3.4 The orientation session may be held on District property during the workday of the employees. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

3.4 Contact Information:

3.4.1 On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

i. First Name;
ii. Middle initial if applicable;
iii. Last name;
iv. Suffix (e.g. Jr., III) if applicable;
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number if applicable;
ix. Work Extension if applicable;
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. ZIP Code (5 or 9 digits)
xiv. Personal telephone number (10 digits);

xv. Employee ID;
xvi. Hire Date.

3.4.2 Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of October, February, and June. The specific employee information required to be submitted and the method of reporting shall be determined by CSEA but shall include all the information described above in Article 3.4.1.

3.5 Grievance and Arbitration Procedure

3.5.1 Any alleged violation, misinterpretation, or misapplication of the terms of Articles 3.3 and 3.4 shall be subject to the grievance provisions of Article (19.1) (Grievance) of the Collective Bargaining Agreement, except as follows:

3.5.1.1 Definition of a "Grievant": For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter 845. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter 845 and grieving on behalf of the union. This provision shall supersede Article 19.1.2 of the collective bargaining agreement.

3.5.2 Expedited Grievance Procedure: For the purposes of this article, following the informal conference step of the grievance procedure as outlined in Article 19.2.1, the grievance procedure shall proceed to the Formal Level – Level II (Article 19.2.3 of the collective bargaining agreement). If the grievance is not resolved at Level II,

CSEA may appeal to Formal Level – Level III (Article 19.2.4 of the collective bargaining agreement).

ARTICLE 4

MANAGEMENT RIGHTS

CSEA, Chapter 845, agrees that the Board's authority is limited only by that which is inconsistent with law or violative of specific provisions of this Agreement. Further, the Board has the responsibility and authority to manage and to direct, on behalf of the public, all operations and activities of the School District both to the fullest extent authorized by law and in any manner of decision to which the Board deems appropriate.

ARTICLE 5

NON-DISCRIMINATION/HARASSMENT

5.1 No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of the employee's political opinions or affiliation (unless such affiliation or opinion advocates the overthrow of the United States Government); or because of race, national origin, religion, or marital status; and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap. This Article shall be subject to the TUSD Uniform Complaint Procedures in lieu of the grievance procedure as attached in Appendix B. In addition, the employee may seek concurrent administrative relief by filing a complaint with the Equal Employment Opportunities Commission (EEOC) and/or the Fair Employment and Housing Practices Department of the State of California (FEHP).

5.2 Any parent, guardian or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts class work or extracurricular activities or involves substantial disorder is guilty of a misdemeanor. (EC44811)

5.3 If an employee believes a District administrator, supervisor or other person systematically and persistently badgers, upbraids, or threatens an employee, the employee shall utilize the TUSD Civility Procedures in lieu of the grievance procedure as provided in Appendix C. Such statements shall include specific instances including dates and times of the action(s) that are alleged to be harassment. The uniform complaint procedures are not to be utilized as a substitute for the procedure of federal or state law to handle claims of sexual or discriminatory harassment.

ARTICLE 6

DUES AND ORGANIZATIONAL SECURITY

6.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right maintain membership records, notify the District of individual employee dues authorizations, and receive dues from CSEA members.

6.2 DUES FEE DEDUCTIONS

6.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the DISTRICT for unit members in the bargaining unit.

6.2.2 The DISTRICT shall deduct, in accordance with the CSEA dues schedule, dues, from the wages of all bargaining unit members who are members of CSEA. The District shall rely on CSEA notification of dues authorization forms submitted by bargaining unit members directly to the employer. In the event the District receives authorization forms directly from the bargaining unit member, the District shall provide said forms to the Chapter Treasurer, Chapter President, or Labor Relations Representative. The District shall not be required to maintain records of individual dues authorizations. CSEA shall be prepared to provide a copy of the signed authorization form in the event a dispute arises.

6.2.3 The DISTRICT shall, without charge, pay to CSEA within thirty (30) days of the deduction all sums so deducted from the wages of all employees who are members of CSEA.

6.2.4 Along with each monthly payment to CSEA, the DISTRICT shall, without charge; furnish CSEA with the dues deduction register from the Los Angeles County Office of Education.

6.2.5 Nothing contained herein shall prohibit a bargaining unit member from paying membership dues directly to CSEA. Any unit member exercising this option shall be required to pay the annual amount in advance.

6.2.6 The DISTRICT shall notify the Chapter 845 President if any member of the bargaining unit requests a withdrawal of membership. The District shall refer all bargaining unit member requests to revoke membership to the Chapter President and shall obtain the written approval of the Labor Relations Representative or designee on behalf of the union before processing any revocation request.

6.3 MISCELLANEOUS

6.3.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

ARTICLE 7

HOURS AND OVERTIME

7.1 The work year calendar for all classifications in this unit shall be subject to negotiations and included in this agreement. The contracted work days for each classification shall be listed and included with the work calendar. (Appendix D).

7.1.1 No later than May 30 of each school year bargaining unit members shall receive an annual notification for the following school year to include work location, job title, weekly hours, and rate of pay.

7.2 The full workweek shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. This section shall not restrain the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District as provided for in Section 7.7 of this Agreement article.
Workday – The Length of the workday shall be designated by the District for each classified assignment. Each bargaining unit member, accepting such assignment, shall be assigned fixed, regular and minimum number of assigned hours per day (with fixed, regular starting and ending times), days per week, and months per year. The unit member's workday shall not be reduced in hours, except in accordance with Article 18, Layoff. In addition to the requirements under Article 18, any decision by the District to reduce a unit member's hours, such decision and/or impacts of the decision shall be subject to negotiations with CSEA.

The District reserves the right to change the starting and ending times of a unit member's workday when it is deemed necessary to carry out the District's business. Any unit member whose regular workday is modified by thirty (30) minutes or more shall receive five (5) business days advance notice prior to the effective change unless waived with mutual consent of the unit member and supervisor. The unit member shall be granted a meeting with their immediate supervisor to discuss any concerns with the change in schedule, if requested.

7.3 Employees in the bargaining unit who are assigned to work and average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted to reflect the longer hours effective with the next pay period.

7.4 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period without pay after employees have been on duty for over five (5) or

more hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Employees required to work during their lunch periods shall receive compensatory time off or pay at the regular rate for all the required time worked during the normal lunch period except if working during a lunch period exceeds eight (8) hours.

7.5 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be midway between each consecutive four hour period worked, regardless of whether or not an employee holds more than one assignment in a workday. The employee shall be entitled to a 15 minute break during each rest period. Rest break schedules shall be assigned by the employee's immediate supervisor, subject to the provisions of this section.

7.5.1 Specific rest periods may be designated when operations of the District require someone to be present at the employee's work site.

7.5.2 Rest periods are part of the regular work day and shall be compensated at the regular rate of pay for the employee.

7.5.3 Any employee who chooses to take their 15 minute break at a location other than their assigned worksite may do so provided they return to their assignment within the 15 minute break period.

7.6 At each work site, the District shall make available lunchroom, restrooms, and lavatory facilities for classified employees in the bargaining unit.

7.7 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the regular rate of pay of employees for all work authorized. Overtime is defined to include any authorized time worked in excess of eight (8) hours in any one day, or on any one shift, in excess of forty (40) hours in any one calendar week whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

7.7.1 The workweek shall consist of not more than five (5) consecutive workdays for employees having an average workday of four (4) hours or more during the workweek. Employees shall be compensated for any work assigned on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.

7.7.2 Employees having an average workday of less than four (4) hours during the workweek shall, for any assigned work required to be performed on the seventh (7th) day following the commencement of the workweek, be

compensated for at a rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.

7.7.3 When employees are assigned to work on a scheduled holiday, said employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to the regular pay received for the holiday.

7.8 A five percent (5%) shift differential shall be applied to those employees where over one- half (1/2) of the regularly scheduled work shift is after 5:00 p.m. When so qualified, the five percent (5%) differential shall be applied to the total shift wages.

An employee who receives a shift differential premium on the basis of the shift worked shall suffer no reduction in pay, including differential, when assigned to a day shift for twenty (20) consecutive days or less. If the change of shift is for more than twenty (20) days, then the employees shall lose the shift differential upon assuming the new shift.

7.9 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work if mutually agreeable with immediate supervisor. Compensatory time granted shall be at the appropriate rate of overtime. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

7.10 Any employee called back after completing a shift shall be entitled to pay for hours worked, but not less than two (2) hours at the appropriate rate of pay, commencing with time of notification.

7.11 Overtime shall be distributed and rotated as equally as practicable among qualified employees in the bargaining unit within each class at the work site subject to the approval of the Superintendent or designee.

7.12 Any employee shall have the right to reject any offer or request for call back, call in, or overtime within reason.

7.13 Any employee called to work on a day when the employee is not scheduled to work shall be paid for the hours worked, but not less than for two (2) hours at the appropriate rate of pay, commencing with time of notification.

7.14 To compute the number of hours worked, all authorized time during which an employee is in a paid status shall be construed as hours worked.

7.15 Assignment Other Than the Regular Work Year:

7.15.1 When the Board establishes temporary positions during the recess period outside of the regular September to June school year, or during other recess periods during the fiscal year (including summer school positions), those positions shall be offered to regular employees of the District not regularly employed during these periods. Appointment to these positions shall be on the basis of seniority (except as noted below) among employees requesting summer/recess period employment in the class to which the position has been allocated by the Director –Employee Resources. If there are insufficient employees in the class, appointment shall be made on the basis of seniority of employees who are qualified to perform the duties of the position as determined by the Torrance Unified School District.

7.15.1.1 The first priority to fill bargaining unit vacancies during a summer recess period shall go to the employee that is on regular assignment to the student who is attending the summer school classes and/or extended year programs.

a) Priority to fill bargaining unit vacancies during the summer school and/or extended school year programs for Paraeducator's positions shall go to the employee that works directly with the student attending the summer school class or extended year program during the regular school year. Should more than one Paraeducator work with the student during the regular school year priority to fill the position shall be determined by seniority between the employees who work directly with the student. Assignments for Extended School Year will be made and bargaining unit members will be notified no later than two (2) weeks prior to first day of Extended School Year. Assignments must be accepted or declined within 2 work days.

b) Priority to fill bargaining unit vacancies during the summer school and/or extended school year programs if not attached to a student, shall be based on seniority.

c) Priority to fill bargaining unit vacancies during the summer school and/or extended school year programs for ASSISTT Educational Assistants shall be made on the basis of seniority.

d) Priority to fill bargaining unit vacancies during the summer recess period for ELOP Instructional

Assistants shall be by seniority; date of hire within the classification assigned to work during the regular school year for the ELOP program.

e) Priority to fill Substitute positions during the summer school and/or extended school year programs shall be made on the basis of seniority; date of hire within the classification. If the employee is not assigned to a summer school vacancy then the seniority process outlined in Article 7.15.1 shall apply.

7.16 When a unit member serves in or is assigned the work or of a higher classification on a temporary basis, with written supervisor approval, the unit member shall receive the rate of pay for the higher classification for each day worked.

7.17 For limited term and substitute appointments expected to last a minimum of 20 work days, the District will make every effort to select from permanent bargaining unit employees on the eligibility list for the higher classification needing to be filled.

7.18 Opportunities for campus security to work additional assignments beyond their regular assignment including but not limited to sporting events, site events, etc., shall be rotated at each site equitably on the basis of seniority. The appropriate supervisor shall keep an overtime rotation record in which CSEA may inspect at any time. The rotation shall reset each July 1 and the first opportunity for any additional assignment shall be offered in seniority order of the work unit at that site where any additional assignment is needed among those who wish to participate. Campus Security who decline any additional assignment shall forfeit their turn until the next rotation. In the event that all campus security at the work site reject an overtime assignment, the District shall offer the assignment to campus security District-wide via email and grant to the first unit member who responds to accept. Campus security shall be compensated at the appropriate rate for their classification.

7.19 In the event an Occupational Therapist is assigned to a new location they will receive two (2) hours overtime to pack and unpack their work materials, and equipment. In the event more time is needed additional time may be approved by the site administrator.

ARTICLE 8

PAYMENTS AND ALLOWANCES

8.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "A" which is

attached hereto and, by reference, incorporated as part of this Agreement. Pay shall also include any shift differential and/or longevity increment required to be paid under this Agreement.

8.1.1 The Torrance Unified School District shall increase the salary schedule by 2.23% effective July 1, 2025. The payment shall be issued no later than one pay cycle after this agreement has been ratified. In the event that any more favorable total compensation increase is negotiated with any other employee group, the compensation increase(s) shall apply equally to CSEA Chapter 845.

8.1.2 The District shall provide two professional development days.

8.2 All employees in the bargaining unit shall receive their regular paychecks no less than twice per month. Part time employees whose health and welfare/voluntary benefits may be affected by bi-monthly pay may opt for once a month pay by utilization of the district form.

8.3 Any payroll error resulting in insufficient payment to employees in the bargaining unit shall be corrected and a supplemental check issued within (5) working days.

8.3.1 When an employee is found to have been overpaid, the District shall meet with the employee and come to a written agreement with the employee on how the said overpayment will be repaid.

8.4 Employees in the bargaining unit authorized to use their vehicles for District business shall be reimbursed at the rate established by the IRS.

8.5 The District agrees to continue to compensate employees for anniversary increments in accordance with the current salary schedule.

8.6 The Personnel Commission shall periodically conduct a salary survey to determine the prevailing salaries. The parties shall mutually agree upon the benchmark positions and comparable Districts.

ARTICLE 9

TOOLS AND SAFETY

9.1 The District shall provide all tools and equipment necessary to perform assigned responsibilities.

9.2 The District shall provide safety equipment required by CAL-OSHA.

9.3 The District shall provide and pay for required medical examinations and any

required tests.

9.4 CSEA, Chapter 845, may appoint two members of the bargaining unit to the District's Safety Committee.

9.5 Fifteen (15) days from the start of the school year or the start of a behavior intervention plan (BIP), the District will provide campus security bargaining unit members relevant information necessary to provide services to students. This information may include specific behavioral information and may include training materials.

9.6 Site Administrators shall meet with campus security personnel at the beginning of every year to discuss campus safety needs including specific student needs. As student needs change additional meetings will be called.

9.7 Bargaining unit members have access to the workplace violence log which is located in the employee portal, they may report any incident(s) that they determine to be violent. Any employee or labor organization may request the log through the business office.

ARTICLE 10

REIMBURSEMENT FOR EMPLOYEE PROPERTY

10.1 Reimbursements shall be made to employees in the bargaining unit for the loss, destruction or damage by arson, burglary, vandalism, or during a student disturbance of personal property used in the schools of the District.

10.2 Reimbursement for property other than personal articles such as clothing, eyeglasses, and watches shall be made only when written approval is obtained on a District-provided form for the use of the personal property in the District before the property was brought to the District and when the value of property was agreed upon between the employee(s) bringing the property and the immediate supervisor.

10.3 No reimbursement shall be made to any employee in the bargaining unit for mysterious disappearance, accidental damage, or any other loss suffered because of negligence by the owner. The property shall not remain in the District over a weekend, on holidays, or during vacation periods. The maximum reimbursement shall not exceed $1000 for each separate item.

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

ARTICLE 11

EVALUATION

11.1 A unit member shall serve a one hundred thirty (130) days of paid service in a probationary period.

11.2 Probationary unit members shall be evaluated by their primary administrator prior to recommendations for permanency. Evaluations shall be completed by the 65th working day and the 105th working day prior to a recommendation for permanency on standard evaluation forms. Permanent unit members shall be evaluated one time per school year, unless the immediate supervisor determines it unnecessary, but no less than every other year. If the supervisor determines it is unnecessary, the unit member shall be considered "proficient." The District shall provide the necessary evaluation forms to be completed by the administrator.

11.3 Evaluations shall be performed by the assigned supervisor. Certificated unit member(s) may provide input to the evaluation but may not be the official evaluator. Evaluation forms will be signed by the responsible administrator.

11.4 The unit member shall sign the evaluation to indicate knowledge of the contents but not necessarily agreement on the contents.

11.5 The unit member shall be provided a copy of the evaluation at the time that it is signed. If the unit member requests a follow up meeting, then that meeting shall be scheduled within a reasonable period of time and provide an opportunity for meaningful dialogue between the unit member and the responsible supervisor.

11.6 Within ten (10) working days of receipt of the evaluation, the unit member may file a written response to the evaluation with Human Resources and have that response attached to the evaluation and placed in the unit member's personnel file. Upon written request of the employee, the time limit for a written response may be extended.

11.7 Unsatisfactory evaluations in one or more areas require an explanation of unsatisfactory performance and specific suggestions for improvement. Unit members shall take positive action to correct deficiencies in performance. The evaluator's role in assisting the unit member may include, but not be limited to, the following:

- Shall include specific recommendations for improvement;
- Direct assistance to implement such recommendations;
- Techniques to measure improvement; and
- A reasonable time schedule to monitor unit member's progress.

11.8 Appeal: An evaluation is the formal judgment of an evaluator regarding

employees' performances. Employees who believe that their evaluations are not a true reflection of their performances may request a conference with the principal, division head, or a representative of the Human Resources Department, to discuss the evaluation. Employees appealing evaluations shall be entitled to representation by CSEA.

11.9 Incidents that may result in discipline shall be documented under separate processes.

11.10 Evaluation forms shall be in triplicate. The original shall be sent to the personnel file. One copy shall be kept in the files of the administrator, and one copy shall be given to the unit member.

11.11 Evaluations may be grieved for procedural violations of this Article.

ARTICLE 12

HEALTH AND WELFARE BENEFITS

12.1 HEALTH AND WELFARE BENEFITS

12.1.1 Benefits specified by law or authorized by the Board of Education shall be provided for all regular employees of the bargaining unit who work twenty (20) or more hours per week shall be paid to qualified regular employees of the bargaining unit. Benefits for part-time employees who work twenty (20) hours or more per week shall be prorated in the same ratio as the regular work hours per day, or days per week, bear to eight (8) hours per day, forty (40) hours per week.

12.1.2 The District shall provide eligible unit members the opportunity to enroll in the District's group medical, dental, vision, and life insurance benefits for the term of this Agreement.

12.1.3 The District's contributions toward the payment of the premiums of benefits shall be $1048 tenthly for full time employees, effective July 1, 2026. To offset increases in employee health care contributions for the 2025-2026 plan year, the District shall pay $1500, off-schedule, to all unit members in active paid status effective upon ratification and approval of this agreement.

12.1.4 Eligible unit members shall be entitled to purchase dependent coverage for health insurance via payroll deduction.

12.1.5 Bargaining unit members who are sixty-five (65) years of age or younger who retire shall be entitled to enroll in a District-sponsored health program provided that they pay the required premiums in a

manner consistent with District practice. To be eligible, the retired employee must have been employed by the District for a period of five (5) consecutive years prior to retirement and have been eligible to participate in the District's health plans.

12.1.6 Bargaining unit members who are sixty-five (65) years of age or older who retire shall be entitled to enroll in a District-sponsored companion coverage health program provided that they pay the required premiums in a manner consistent with District practice. To be eligible, the retired employee must have been employed by the District for a period of five (5) consecutive years prior to retirement, and have been eligible to participate in the District's health plans.

ARTICLE 13

HOLIDAYS

13.1 The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday (third Monday in February)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays (3)
Christmas Eve
Christmas Day (in lieu of Admission Day)
New Year's Eve

In order to be eligible for holiday pay, an employee shall be in paid status during any portion of the working day immediately preceding or succeeding the holiday.

13.2 Every day declared by the President of the United States of America or the Governor of the State as a public fast, thanksgiving, holiday, or any day declared by the Board of Education as a paid holiday shall be considered a paid holiday for members in the bargaining unit. Such holidays shall be in accordance with the provisions of Education Code Sections 37220, 37222, and 45203.

13.3 Holidays falling on Saturday shall be observed on the preceding Friday; holidays falling on Sunday shall be observed on the following Monday.

13.4 Paid Non-Workday in Lieu of Personal Observance Day (POD)

Unit members working a contracted work year of 213 days or less shall annually receive a paid non-workday on Tuesday preceding Thanksgiving. It is the intent of the parties to annually provide this one paid non-workday in lieu of the POD referenced below.

13.4.1 Personal Observance Day (POD)

Effective July 1, 2024: Unit members shall be entitled to take one paid Personal Observance (POD), which may be used subject to the following conditions:

13.4.1.1 PODs may be utilized on non-work days within the unit member's contracted work year.

13.4.1.2 PODs shall not be used on an instructional workday immediately prior to or following a holiday.

13.4.1.3 Unit members must request to take PODs five working days in advance.

13.4.1.4 PODs may only be used in full-day increments.

13.4.1.5 The scheduling of PODs is subject to administrative approval. Requests may be denied if the approval of multiple requests would significantly disrupt the operations of the District. Requests will not be denied for arbitrary or capricious reasons.

13.4.1.6 Requests will be honored in the order received.

13.4.1.7 PODs do not accumulate year-to-year and are forfeited if not used. If the unit member has submitted three (3) requests, excluding denials under 13.4.1.2 -13.4.1.4, and has not been permitted to utilize their POD, they shall be permitted to use it after the last day of instruction but on or before June 30 of that work year.

ARTICLE 14

VACATION

14.1 Vacation time shall be granted at the convenience of the District.

14.1.1 Each regular employee shall begin earning vacation time upon initial employment. Such vacation shall not be granted until six (6) full months of service has been completed. An exception may be necessary for ten (10) month employees.

14.1.2 A unit member who works less than twelve (12) months shall take their earned vacation during the Winter and/or Spring recesses. In the event an employee does not use all accrued vacation days during the current school year, he/she will be paid any unused balance at the end of the school year. For bargaining unit members who do not accrue sufficient vacation days to cover the Winter and/or Spring recesses, these members will be advanced only his/her actual accrued vacation days for the school year.

14.1.2.1 Unit members who have 10 years or more of service may use excess vacation days on calendared non student/non work days or be paid for any unused balance at the end of the school year. Requests for use must be entered electronically into the District's absence management system, at least two (2) weeks before the end of the pay period for that month.

14.1.2.2 Any unit member working beyond their regular work year in a summer program may use their accrued vacation time during the summer program for calendared, non-student and non-work days.

14.1.3 Accumulated vacation time for twelve (12) month unit members must be taken before June 30 of each year after the first fiscal year. Twelve (12) month employees may take their vacations during the second year of employment.

14.1.4 If the District denies a vacation request, the employee may request a written response as to the reason for the denial. The District will respond, in writing, within five (5) working days of the latter request.

14.1.5 An employee may not accumulate a vacation balance in excess of the days earned in the current fiscal year and the previous year, and

only if the District authorizes the carryover of the previous year's balance, for a maximum total vacation balance of two year's earnings. The maximum vacation payout at retirement or termination from the District is capped at two year's earned vacation days.

14.2 As of July 1 of each fiscal year, each regular full-time employee shall earn vacation time with full pay each month the employee is in a paid status for more than one-half (1/2) the working days in that month as described in the following schedule:

Years of Service	Days Per Month
1 year through 3 years	1.00
4 years through 9 years	1.25
10 years through 14 years	1.50
15 years through 19 years	1.75
20 years and over	2.00

14.3 Regular employees working less than full time shall earn vacation benefits in direct proportion to full-time employees.

14.4 At the beginning of the school year, bargaining unit members may be granted in advance the number of vacation days expected to be earned that school year as stipulated in Section 14.2 of this Article.

14.5 If a bargaining unit member terminates and had been granted vacation which was not yet earned at the time of termination of the employee's services, the District shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken.

ARTICLE 15

LEAVES

15.1 GENERAL LEAVE POLICIES

The Board of Education may grant a leave of absence upon the written request of an employee as specified in this article.

15.1.1 Except as otherwise provided in this Agreement. All leaves require prior District approval.

15.1.2 If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave.

15.1.3 Eligible unit members on paid leave shall continue to receive the benefits provided in Article 12 Health and Welfare Benefits.

15.1.4 Eligible unit members shall for the duration of the unpaid leave be entitled to continue their health and welfare benefit coverage at their own expense, except for Family and Medical Leave Act of 1993 as provided for in 15.2.3.3, providing all premiums are received by the required due dates.

15.1.5 The District may require a medical examination at District expense to confirm fitness to perform assigned duties. The scope of the examination shall be related to the cause necessitating the fitness review. If there is a dispute on fitness to perform assigned duties based upon a disagreement between the District's chosen doctor and the unit member's doctor, an independent third doctor shall be chosen by mutual agreement to render the decision on the fitness for duty of the unit member.

15.1.5.1 In the event the examining doctor determines that the unit member is not fit for duty, the unit member shall be entitled to the sick leave provisions of this agreement.

15.1.5.2 In the event the independent doctor determines that the unit member is fit to render service and District's requirement for the additional examination has prevented the unit member's return, the unit member shall be entitled to back-pay for the period of time the unit member was going through the third doctor process.

15.1.6 A unit member who fails to report for duty within five (5) working days after leave has been canceled or expires shall be considered to have abandoned his or her position and may be subject to disciplinary action. This provision is not applicable to military leave.

15.1.7 Family referred to throughout this Article shall mean the child, mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or registered domestic partner of the unit member; the spouse; registered domestic partner; son, son-in-law; daughter, daughter-in-law; brother or sister of the unit member, or registered domestic partner; step-child or step-parent of the unit member; foster child; any person who has served as a foster parent or legal guardian to the unit member; relative living in the immediate household of the unit member; or someone else related by blood or in a family-like relationship "designated person.". Under extenuating circumstances, the District may approve persons other than those listed herein.

15.2 SICK LEAVE - GENERAL PROVISIONS

Every regular unit member shall earn one (1) day of sick leave per full month of paid status to a maximum of twelve (12) per year. To qualify for a full month of paid status, the unit member must be in paid status for fifty percent (50%) or more of the workdays during the month.

15.2.1 Sick leave of absence with pay due to illness or injury is a privilege granted to school unit members to protect the health and welfare of both unit members and students.

15.2.2 Unit members are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposes which require specialized treatment for themselves.

15.2.3 Unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury as provided by the Education Code. Any unused portion of the earned annual sick leave shall be accumulated without limit.

15.2.4 A permanent unit member who resigns and is reemployed within thirty-nine (39) months, shall be reinstated all unused sick leave credit existing at the time of resignation, if any days are available, as provided in the Education Code.

15.2.5 Verification of illness by a medical doctor may be required by the District of any absence of five (5) or more days for which sick leave is claimed.

15.2.6 A Classified Leave Request absence form provided by the District shall be completed by each unit member requesting a leave.

15.2.7 A probationary unit member may not use more than six (6) days of paid sick leave during their initial probationary period. If a probationary unit member does not pass their initial probationary period, a deducting shall be taken from the final pay warrant for use of any unearned sick leave.

15.2.8 At the beginning of the school year, the sick leave account of the permanent unit member shall be increased by the number of days of paid sick leave which would normally be earned in the ensuing school year (for twelve (12) month unit members, their account will be credited in July).

15.2.9 In the event of termination prior to completion of the school year/fiscal year, a deduction shall be taken from the final pay warrant for use of unearned sick leave.

15.2.10 A unit member who has been an employee of other California school districts for a period of one school year or more and who accept a position in the

Torrance Unified School District within one year of termination from the first school district shall have transferred with them to this school district the total amount of sick leave which was accumulated in the first school district upon written request of the unit member.

15.3 BEREAVEMENT LEAVE

A leave of absence with pay and without deductions from accumulated sick leave, not to exceed five (5) days, shall be granted to unit members because of the death of any member of the family. Unit members must use their bereavement leave within twelve (12) months following the death of the family member.

15.3.1 Three (3) additional days will be granted to unit members if out-of-state travel or three hundred (300) miles intrastate travel is required because of the death of any member of the family.

15.3.2 Any additional days requested beyond those provided by this Agreement must be handled through the provisions of Section 15.4, Personal Necessity Leave, of this Agreement.

15.4 PERSONAL NECESSITY LEAVE

Unit members may use accumulated sick leave in any school year for personal necessity for the following reasons:

15.4.1 The death of a member of the unit member's family when the number of days of absence exceeds the limit provided in the bereavement section of the Agreement. Members of the family are determined in Subsection 15.1.7 of this Article. Permission to use the bereavement section of this Agreement for other relatives because of extenuating circumstances may be granted by the Superintendent or designee.

15.4.2 Accidents, serious in nature, which:

1) involve a unit member's property or the person or property of a member of the unit member's family;
2) involve circumstances the unit member cannot reasonably be expected to disregard; and
3) require the attention of a unit member during assigned hours of service.

15.4.3 Illnesses or problems of a member of the unit member's family which:

1) are serious in nature and, under the circumstances, the unit member cannot be expected to disregard; and
2) require the attention of unit members during their assigned hours of service.

15.4.4 Imminent danger to the home of a unit member which:

1) is occasioned by a factor such as a flood or fire;
2) is serious in nature which, under the circumstances, the unit member

cannot reasonably be expected to disregard; and

3) requires the attention of a unit members during assigned hours of service.

15.4.5 Unit members may use up to seven (7) days of accumulated sick leave in any school year for personal necessity for the following reasons.

a. attendance at the funeral of a close relative or friend not living in the unit member's immediate household;
b. the birth of a child making it necessary for the non-birthing parent to be absent during assigned hours of service;
c. the adoption of a child making it necessary for the adopting parent to be absent during assigned hours of service;
d. personal necessity leave may be used for circumstances which meet all of the following criteria.
    1) one of a serious nature which the unit member cannot be expected to disregard;
    2) one which necessitates the immediate attention of the unit member; and
    3) one which cannot be accommodated during off-duty hours.
e. appearance in court as a litigant;
f. for the observance of religious holidays;
g. to participate in the activities of the school or child care facility of any child of which the unit member is the parent, guardian or custodial grandparent;
h. to provide services as an elected mayor or city council member; and
i. up to a maximum of three (3) days per year, with no reason given, may be utilized for personal use (no tell).

15.4.6 Unit members shall not use personal necessity leave for recreation, vacation, social activities, political activities, and civic or organization activities.

15.4.7 A unit member using personal necessity leave shall submit the absence verification certifying that the unit member is using personal necessity leave for a purpose provided in this article.

15.5 EXTENDED ILLNESS BENEFITS

When a regular employee has exhausted all accrued and advanced sick leave, unit members shall be entitled to 100 working days of extended illness benefits. Any such days of extended sick leave benefits shall be compensated at no less than 50% (half pay) of the unit member’s regular salary.

15.5.1 At the option of the unit member, unit members may also use any accrued vacation pay in lieu of half pay illness.

15.5.2 Holidays that fall within the 100 day period shall be compensated at the regular rate of pay. Compensation time will be treated like vacation usage.

15.5.3 Prior to the projected exhaustion of extended illness benefits, the unit member shall be notified in writing by certified mail of the projected date of leave exhaustion, an explanation of the 39-month rehire list, and their right to apply for an unpaid leave, excluding industrial illness or accident, under Article 15.10.

15.5.4 When medically cleared to assume the duties of the position during the thirty- nine (39) month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with seniority regulations.

15.5.5 For any use of extended illness leave, the District may require verification from a licensed health care provider verifying the leave. Unit members shall only be responsible for verifying days from the date of the verification request forward.

15.6 STATE DISABILITY INSURANCE (SDI)

When a unit member is unable to work or must reduce work hours because of sickness, injury, or pregnancy, that is NOT related to his/her job, they are eligible to apply for State Disability Insurance benefits. Unit members must file a "Claim for State Disability Insurance Benefits" within 49 days of the first day of their disability to avoid losing benefits. If the state provides SDI benefits, they shall be coordinated with extended illness benefits but can not result in a unit member receiving more than 100% of their regular pay. (see Appendix for more information.)

15.7 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Unit members who are absent from duty because of a job-related illness or injury shall be granted leaves of absence for no more than sixty (60) working days in any one fiscal year for the same injury or illness (leave does not accumulate from year to year) with full salary.

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45195 and this rule.

15.7.1 Industrial injury or illness leave will commence on the first day of absence. Such industrial injury or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation

awarded made under workers' compensation.

15.7.2 Payment for wages lost on any day shall not, when added to an award granted unit members under compensation laws, exceed the normal wage for the day. Unit members shall endorse the District wage-loss benefit checks received under the compensation laws.

15.7.3 The number of days of illness or injury leave under worker's compensation laws shall not be deducted from the number of days of illness or injury leave to which employees are entitled under provisions of the sick leave article (Section 15.6). When entitlement to industrial injury or illness leave has been exhausted, entitlement or other sick leave will be used, but if employees are receiving workers' compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time vacation, or other available leave which, when added to the workers' compensation award, provides a full day's wage or salary.

15.7.4 If an industrial injury or illness leave occurs at a time when the sixty (60) days will overlap into the next fiscal year, employees shall be entitled to only that amount of time remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

15.7.4.1 The District reserves the right to secure proof of industrial illness or injury to a unit member.

15.7.5 Any time a unit member on industrial injury or illness leave, in paid status, are able to return to work, they shall be reinstated in their position(s) without loss of pay or benefits.

15.7.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position be placed on a reemployment list for a period of thirty-nine (39) months.

15.7.7 When medically cleared to assume the duties of the position during the thirty- nine (39) month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriated seniority regulations.

15.8 JURY DUTY

The District shall grant a leave of absence to a unit member who is in a position not

requiring certification qualifications and who is called for jury duty in the manner provided by law. No more than two percent (2%) of the employees of the District shall be granted leaves of absence with pay for jury duty at any one time.

15.8.1 The leave shall be granted with pay up to the amount of difference between the unit members' regular earnings and any amount the unit member receives as jurors' fees.

15.8.2 Request for jury service leave should be made by presenting the official court summons of jury service to the unit member's immediate supervisor.

15.8.3 A unit member who has received a leave of absence under this provision shall make himself/herself available for work at regularly scheduled working hours when his/her presence is not required by court.

15.8.4 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in a paid status, and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absences.

15.9 SUBPOENA LEAVE

Leave of absence to serve as witness in a court case shall be granted to a unit member when he/she has been served a subpoena to appear as a witness other that as the litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court.

15.9.1 Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the School District. Such payment shall not exceed the unit member's salary for the period of absence.

15.9.2 Request for leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate supervisor.

15.9.3 No absence under any paid leave provisions of this article shall be considered as a break in service for any unit member who is in a paid status and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absence.

15.10 LEAVE OF ABSENCE WITHOUT PAY

15.10.1 Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member, and the approval of the District, subject to the restrictions and conditions outlined in this Article.

15.10.2 Leave of absence without pay may be granted for any period not exceeding six (6) months, but may be extended for six (6) months with the approval of the Board of Education.

15.10.3 Leave of absence without pay shall be granted for any of the following reasons:

15.10.3.1 Attending school or college to be trained to improve the quality of service or prepare for promotion, and may be on an intermittent basis. Evidence of enrollment must be supplied.

15.10.3.2 A permanent unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of nonindustrial accident or illness shall be granted additional leave, paid or unpaid, not to exceed six (6) months. A written statement from the unit member's physician shall be required to establish the length of said leave, and a written clearance from the unit member's physician shall be required for return to active duty. The Board of Education may renew the leave of absence for on (1) additional six (6) month period or less not exceeding a total of twelve (12) months. Prior to the projected exhaustion of extended illness benefits (100-day/50% pay leave), the unit member shall be notified in writing by certified mail the projected date of leave exhaustion.

15.10.3.3 Eligible unit members may take an unpaid leave of absence, under the Federal Family and Medical Leave Act of 1993 (FMLA).

15.10.3.4 CSEA members who do not qualify for FMLA will be eligible for an additional 12 weeks of leave of absence which can be taken intermittently when medically necessary. The use of leave may be for a seriously ill family member or a unit member's serious medical condition. Use is based on supporting documentation and pre-approval by the unit member's immediate supervisor.

Use of leave shall run concurrently with other paid leaves (i.e. sick leave, extended illness leave, industrial accident leave, etc.) as outlined in the collective bargaining agreement.

Unit members who utilize leave under this provision shall not have adverse personnel actions against them for these absences.

15.10.3.5 A leave of absence may also be granted under circumstances when it appears that such leave would be in the best interest of the District and the unit member

15.10.4 Upon returning from a leave of absence, the District will reinstate the unit member to his/her original position if the leave is one hundred twenty (120) working days or less. If the leave is longer than one hundred twenty (120) working days and arrangements have been made and stipulated in writing at the time of leave, the unit member may return to the original position. Otherwise, a unit member returning from a leave of absence shall be eligible for reassignment within the classification.

15.10.5 Pregnancy Leave: Pregnancy disability leave shall be granted for a maximum of twelve (12) months upon written request.

15.10.5.1 A statement from the unit member's licensed physician must verify the beginning and ending dates of the period of incapacity. The beginning date of a maternity leave shall be effective when requested and mutually agreed to and verification is provided by the attending physician and the unit member is pregnant.

15.10.5.2 Should the unit member's health preclude return to duty at the end of the pregnancy disability leave, a health leave for a maximum of one year may be granted upon written request of the unit member.

15.10.5.3 Unit members adopting a child shall be entitled to a leave after receiving de facto custody of the child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The same consideration would be granted for extension of the period of leave as provided for unit members on pregnancy disability leave.

15.10.5.4 Sick leave pay during pregnancy disability leave shall be in accordance with Section 15.2 of this Article.

15.11 MILITARY LEAVE

The Board of Education shall grant a leave of absence to any unit member for the duration of military service with the United States of America, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the District on return from military service. Such absence shall not in any way affect the classification of the unit member.

15.11.1 In the case of probationary unit members, military leave shall not alter the probationary status of the unit member, but such absence shall not be construed as a break in the continuity of the service of such unit member.

15.11.2 A unit member, while absent from duty because engaged in armed forces duty, who has been in the service of the District for a period of not less than one (1) year immediately prior to the day of which the absences begins, shall be entitled initially to receive one month's salary (or part thereof).

15.11.3 Within 180 days after the honorable discharge of such unit member from the armed forces of the United States of America, the unit member shall be entitled to return to the position held by the unit member at the time of the unit member's entrance into the military service at the salary to which the union member would have been entitled had the employee continued in the services of the District.

15.11.4 All unit members who are reserve members of the Armed Forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the unit member should submit a written request to the Director – Employee Resources giving full particulars therein before requesting orders for active duty training. A copy of the unit member's military orders shall be provided to the immediate supervisor and Human Resources Department as soon as possible.

15.12 FAMILY AND MEDICAL CARE LEAVE

Pursuant to State and Federal law, the District will provide family and medical care leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided

by this article. “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

15.12.1 Members Eligible for Leave

A unit member is eligible for leave if the unit member:

a) Has been employed for at least twelve (12) months;

b) Has actually worked for at least 1,250 hours in the twelve (12) month period immediately preceding the commencement of the leave; and

c) Has not taken twelve (12) work weeks of leave in the previous twelve (12) months.

Any unit member who does not meet the above eligibility requirements may request a leave under 15.10.3.4.

15.12.2 Reasons for Leave

Leave is only permitted for the following reasons:

a) The birth of a child, or to care for a newborn of a unit member within twelve (12) months of the birth;

b) The placement of a child with a unit member in connection with the adoption or foster care of a child within twelve (12) months of the placement for adoption or foster care;

c) To care for a minor child or adult child with a disability, parent, or spouse, or a registered domestic partner who has a serious health condition;

d) To care for an adult child regardless of disability or dependency status, registered domestic partner, child of a registered domestic partner, grandparent, grandchild, sibling, parent-in-law, or someone else related by blood or in a family-like relationship (“designated person”) who has a serious health condition;

e) Because of a serious health condition that makes the member unable to perform the function of his/her position;

f) Serious illness or injury sustained in the line of duty on active duty by a military service member or veteran who is the spouse, child, parent or next of kin of the employee; or

g) Qualifying exigency arising out of the fact that a spouse, child or parent of the unit member is a covered service member on covered active duty or has been notified of an impending call or order to covered active military duty.

15.12.3 Amount of Leave

Eligible members are entitled to a total of twelve (12) workweeks of leave during any twelve month period measured forward from the date of the unit member's first Family Care and Medical Leave benefit usage. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. Except for leave taken for a member's pregnancy, to care for certain family members, and certain military family member reasons to care for an injured service member or veteran, FMLA and CFRA leave shall run concurrently. Pregnant unit members shall be entitled to twelve (12) workweeks of FMLA leave while disabled from the pregnancy, which shall run concurrently with Pregnancy Disability Leave Act (PDLA) leave, sick leave, and extended illness leave. Such unit members shall also be entitled to twelve (12) workweeks of CFRA leave to care for the child within twelve (12) months of the birth, such leave to be used once the member is no longer disabled due to the pregnancy or once entitlement to PDLA leave ends, whichever occurs first. Any FMLA leave unused for pregnancy disability shall run concurrently with CFRA for child bonding.

15.13 CATASTROPHIC LEAVE

Catastrophic Leave provisions permit unit members to withdraw sick leave credits from a Catastrophic Leave Bank when that unit member or member of his or her immediate family (as defined in Education Code 44985) suffers from a catastrophic illness or injury.

Definitions: 'Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. It may not be used for elective surgery, personal necessity, normal pregnancy, substance abuse rehabilitation or bereavement. To be eligible for catastrophic leave, the unit member must have exhausted all accrued paid leave credits. Immediate family for the purposes of this leave shall be limited to the unit member's spouse, parent, or dependent children as defined in the Family Leave Act of 1993 (CFRA; Government Code Section 12945.2).

Rules and Procedures:

1. The Catastrophic Leave Bank shall be administered by a committee comprised of three (3) members appointed by the Association and three

(3) members appointed by the District. Committee members shall serve for a three (3) year term with the first appointments being staggered terms of one, two, and three years duration.

2. All unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. A unit member's contribution must be made on the appropriate form and shall be authorized by the unit member. Eligible sick leave credits must be donated at a minimum of one day and in full-day increments thereafter. A unit member's assigned work hours shall be considered a full day. All sick leave credit donations made to the Bank are irrevocable and are not designated to any one unit member.

3. Contributions may be made at any time. Unit members returning from extended leave which included the enrollment period will be permitted to contribute within 30 calendar days of beginning work. The District shall make available forms for participation in the Catastrophic Leave Bank. (Appendix G)

4. The annual rate of contribution by each participating unit member for each school year shall not exceed ten sick days for a full-time unit member or (the number of assigned work hours per day X 10) for a part-time unit member. To ensure that unit members retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of ten days, except for retiring bargaining unit members who may donate up to their full amount of accrued sick leave.

5. A unit member must use all of their accumulated sick leave and vacation leave, but not difference pay as defined in Article 15, Section 15.5 in order to be eligible for a withdrawal from the Catastrophic Leave Bank.

6. If a unit member is incapacitated, applications may be submitted to the Committee on the appropriate form by an agent of the unit member or member of the unit member's immediate family.

7. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days (based on the unit member's assigned work hours)**.** A unit member may submit a request for extension of withdrawals as their prior grants expire. A unit member's withdrawal from the Bank may not exceed the statutory maximum period of twelve consecutive months or the equivalent of the annual salary for the position of the unit member (i.e. 10 month, 11 month, and 12 month).

8. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank must submit: 1) verification by means of a

letter, dated and signed by the ill or injured person's physician, that clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to a devastating personal health circumstances or required to take time off of work to care for a family member. This should include the probable duration of the illness or injury and/or 2) a statement describing their financial hardship. All such information shall be kept confidential.

9. The Catastrophic Leave Bank Committee shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member requesting withdrawals of sick leave time, to the CSEA president, and to the Human Resources Department.

10. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days to the unit member. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days in the Bank, they shall notify the unit member, in writing, of the reason for the denial.

11. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

12. The Committee shall make every effort to review applications, approve or deny requests, and communicate decisions, in writing, to the applicants within fifteen (15) working days of receipt of the application.

ARTICLE 16

TRANSFER AND ADMINISTRATIVE ASSIGNMENT

16.1 A transfer refers to a change within the same classification, regardless of contracted hours, from one site to another.

16.2 Voluntary Transfer:

16.2.1 Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicant.

16.2.2 Unit members who have requested a transfer on the approved District form shall be given first consideration for lateral transfers based upon,

but not limited to seniority, job performance, qualifications, and District needs.

16.2.3 Bargaining unit members who are denied transfers may request, in writing, and shall be granted a meeting with the appropriate administrator to discuss the transfer. Unit members may have CSEA representation at such meetings.

Following such meeting(s), unit members may request and shall receive written rationale for the denial of the transfer request. A copy of the written response to requests for the rationale shall become part of the employees' personnel files.

16.3 Administrative Assignment:

The Superintendent or designee, subject to the approval of the Board of Education, reserves the right to transfer staff at any time such assignment appears to be in the best interest of the District. Any bargaining unit member subject to an involuntary transfer, absent an emergency need, shall receive five (5) days advance notice prior to the effective change unless waived with mutual consent of the unit member and supervisor. Bargaining unit members may request a conference with the appropriate administrator and may also request a written rationale for the administrative assignment. A copy of the written rationale shall become part of the employees' personnel files.

16.3.1 Changes in Paraeducator Tier II assignments shall be made on the basis of seniority within the classification.

16.3.2 If it is determined during the annual IEP (Individualized Education Plan) that a student no longer requires a Paraeducator Tier II assignment, the bargaining unit employee in that assignment may exercise one of the following options:

16.3.2.1 If the bargaining unit employee wishes to remain in the Paraeducator Tier II classification, she/he shall remain in that classification for the remainder of the school year and then be assigned to a Paraeducator Tier II position at the beginning of the following school year**,** or

16.3.2.2 the bargaining unit employee may bump the least senior employee in the Paraeducator Tier II classification at the beginning of the following school year, or

16.3.2.3 if the bargaining unit employee is the least senior employee in the classification, may voluntarily demote to Paraeducator Tier I position at the beginning of the following school year.

16.3.2.4 where a Tier I paraeducator currently works with a student whose needs are determined by the Special Education Department to require a Tier II paraeducator, the Tier I paraeducator may be designated as a Tier II paraeducator to provide services to the student.

ARTICLE 17

EMPLOYEE RIGHTS

17.1 PERSONNEL FILES

17.1.1 Employees' personnel files shall not include ratings, reports, or records which:

a. are obtained prior to employment of employees;
b. were prepared by identifiable examination members;
c. were obtained in connection with a promotional examination**-;** or
d. relate to release time for conducting union business.

The excluded documents shall be kept in a separate jacket, not available to employees or their agent.

17.1.2 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

17.1.3 Employees shall be provided with copies of derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The employee shall obtain approval from the immediate supervisor of such opportunity in advance but not later than five (5) days into the ten (10)-day grace period. The written response shall be attached to the material and placed in the personnel file. Upon written request of the employee, the time limit for a written response may be extended.

17.1.4 An employee shall have the right during regular business hours but not during duty time, except with prior approval of supervisor, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes rating, reports, or records

which were obtained prior to the employment of the employee involved. The employee shall pay the established charge for copying.

17.1.5 All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District on a need-to-know basis when necessary in the proper administration of the District's affairs or the supervision of the employee except as otherwise required by law. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee in accordance with Section 17.1.4 of this Article. The log shall be maintained in the employee's personnel file.

17.1.6 Any person who places written material or drafts of written material for placement an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 18

LAYOFF AND REEMPLOYMENT PROCEDURES

18.1 DEFINITIONS

18.1.1 A “layoff” is the termination of a unit member because of lack of work or a lack of funds. A reduction in hours is considered a layoff for the purposes of this article. A unit member may be laid off if a position is being eliminated and the unit member has the least seniority in the classification, or the unit member has been displaced or bumped by a unit member whose position was eliminated.

18.1.2 A “reemployment right” is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.

18.1.3 A reemployment list” is a list of the names of laid off unit members arranged in rank order from the greatest to least seniority in the classification from which the unit member was laid off plus higher classifications.

18.1.4 A “bumping right” is the right when actually facing layoff to displace a unit member with the least seniority regardless of the number of hours per day or days per year in the same classification or a lower

classification in which the unit member who is facing layoff has formerly held permanent regular status and still meets minimum qualifications. A bargaining unit member who has gained permanency in a special education position may bump into a special education position provided the member is specifically qualified to perform the particular service.

18.1.5 A "break in service" is a complete separation of a regular employment relationship with the DISTRICT. An approved leave of absence, either paid or unpaid, is not considered a break in service.

18.1.6 "Higher classifications" shall refer to service in any classification which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual unit members.

18.2 SENIORITY

18.2.1 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.

18.2.2 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classifications:

18.2.2.1 Time served prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if a unit member is reinstated, reemployed in regular status, or appointed to a regular position within thirty-nine (39) months after layoff while his/her name is on a reemployment list.

18.2.2.2 Time served as a substitute or limited-term unit member prior to regular appointment shall not count towards seniority in classification.

18.2.3 In the event of a question of equal seniority where two (2) or more unit members have the same date of hire, layoff and reemployment shall be determined by lot.

18.2.4 Human Resources will maintain an updated seniority list of unit members by classification and distribute it to all affected unit members including those in a different classification if relevant. The list shall be

delivered to CSEA at least 10 days prior to the notification of any employees.

18.2.5 A unit member may challenge his/her place on the seniority list by making objections known in writing to the Director – Employee Resources who shall review the objections and conduct an audit and make the results known to CSEA and the unit member prior to the effective date of any layoff involving the unit member.

18.3 PROCEDURES

18.3.1 The District shall give a unit member notice no later than March 15 of the preceding school year the layoff is to take effect. The District shall give a unit member no less than sixty (60) calendar days notice prior to the effective date of their layoff when the unit member's position is employed under a specially- funded program. Such notice shall inform the unit member of his/her displacement rights, if any, and reemployment rights. Such notice shall also inform the unit member of a reasonable amount of time, ten (10) working days from the date of notice of layoff in which to render a written decision, whether or not to exercise displacement rights, if any.

Such notice shall also inform the unit member of a reasonable amount of time, five (5) working days from the date of notice of layoff in which to render a written decision, whether or not to exercise displacement rights, if any.

18.3.2 Unit members shall be laid off in inverse order of seniority by job classification. Unit members who have been employed the shortest time in the classification plus higher classifications shall be laid off first.

18.3.3 No permanent or probationary unit members shall be laid off from position while unit members serving under emergency, provisional, limited-term, or substitute status are retained in positions of the same classification.

18.4 REEMPLOYMENT

18.4.1 Laid off unit members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.

18.4.2 Laid off unit members are responsible for maintaining a current

address and phone number with Human Resources.

18.4.3 A reemployment list for each classification subject to layoffs will be established and maintained in Human Resources for the duration of any affected unit member's entitlement.

18.4.4 The names of unit members who are laid off will be placed on the reemployment list in accordance with length of service in the classification plus higher classifications.

18.4.5 Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy.

18.4.6 Unit members on reemployment lists shall be eligible to compete for vacancies in other classifications for which they can qualify and shall be considered as promotional applicants as provided for in the rules of the merit system.

18.4.7 When a vacancy occurs in a classification for which a layoff reemployment list has been established, it shall be offered as follows: the senior unit member on the list will be notified and given an opportunity within three (3) work days to accept the vacancy. The laid off unit member may decline the offer of employment and retain his/her position on the list. The offer and response opportunity will then be made to the next person on the list. A unit member who has been laid off is eligible for rehire in a position without regard to the number of hours in the position as held at the time of the layoff. Any bargaining unit employee who accepts any offer of employment in a position with fewer hours than those prior to the layoff, shall remain on the 39 month reemployment list and continue to be offered assignments until made whole.

18.4.8 A unit member who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or limited- term unit member in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.

18.4.9 A permanent unit member who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. A probationary unit member shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be lost during periods of layoff from DISTRICT.

18.5 DEMOTION IN LIEU OF LAYOFF

18.5.1 In lieu of being laid off, a unit member may elect demotion to a classification with a lower salary status in which he/she had previously served under permanent status and for which he/she is still qualified, provided that the unit member has more seniority in the classification than the incumbent unit member. He/she shall be allowed to bump the unit member with the least seniority in the lower classification.

18.5.2 To be considered for demotion in lieu of layoff, a unit member must notify the DISTRICT in writing of such election not later than five (5) work days from the date of unit member notice.

18.5.3 Any unit member demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.

18.5.4 A unit member displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.

18.5.5 Laid off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff or reduction. Such unit members shall be ranked in accordance with their seniority on the reemployment list.

18.6 RETIREMENT IN LIEU OF LAYOFF

18.6.1 A unit member who meets the qualifications may elect retirement under the Public Employees Retirement System (PERS) and shall be placed on an appropriate reemployment list. If a unit member subsequently accepts, in writing, an appropriate vacant position within the period of thirty-nine (39) months, the DISTRICT shall maintain the position until PERS has processed the request for reinstatement from retirement.

18.7 MISCELLANEOUS

18.7.1 If it is determined that a unit member has been improperly laid off and would have been otherwise entitled to employment, the unit member shall be reemployed and made whole immediately upon discovery of the error.

18.7.2 The above constitutes the full and complete understanding of the parties

concerning layoff and effects of layoff. Those permanent unit members who as a result of layoff or as a result of bumping into the least senior position would lose their eligibility for health and welfare benefits (or a portion of those benefits), shall have those benefits continued at DISTRICT expense for a minimum of one (1) calendar month from the effective date of change of status. Additionally, negatively affected unit members shall each have access to an external training program for which up to three (3) days of accumulated sick leave may be used. Additionally, release time will be provided to test for promotional opportunities in other DISTRICT classifications.

18.7.3 CSEA retains its right to negotiate the decision to reduce hours as well as the effects of any such decision.

ARTICLE 19

GRIEVANCE

19.1 Definitions:

19.1.1 A "grievance" is a claim by or on behalf of one or more employees covered hereby that there has been an alleged violation, misinterpretation, or misapplication of a provision or express term of this Agreement and that by reason of such alleged violation, misinterpretation, or misapplication, said employees' rights have been adversely affected.

19.1.2 A "grievant" is a bargaining unit member or CSEA Chapter 845 filing a grievance.

19.1.3 A "conferee" is a CSEA representative, or job site representative selected by the grievant.

19.1.4 A "witness" is any person required by the grievant or the District to give testimony during the grievance process.

19.1.5 "Employer" is the Torrance Unified School District Board of Education.

19.1.6 A "day" is any day during which the central administration offices are open for business and the appropriate level administrator and the grievant and the grievant representative are working. If days such as winter recess and spring recess are encompassed for the filing of a grievance, the processing of the grievance shall be extended by an off-setting number of days. (This will prevent classified employees from

the necessity of processing grievances during their recess periods.)

19.1.7 An "extenuating circumstance" is not limited to, but may include; ill health, a serious family emergency, transport difficulties, bereavement, jury duty, having to care for someone, hospital appointment, legal problems, or force majeure.

19.1.8 "Regular Work Hours" are hours worked between 8 am and 5 pm during which the central administration offices are open for business.

19.2 Procedure

19.2.1 Informal Level:

Before filing a formal written grievance, the grievant shall have requested and held at least one informal conference with the immediate supervisor in a good faith effort to resolve the complaint.

If both parties mutually agree that the issue is not within the responsibility of the immediate site supervisor, both parties can mutually agree to move forward the grievance with a written summary, signed by both parties to Level 2 within ten (10) working days.

19.2.2 Formal Level 1:

a. Within thirty (30) days after the grievant knew or should have reasonably known about an alleged violation, misinterpretation, or misapplication of a provision of this Agreement, the grievant must present the grievance in writing on the approved District form (Appendix H) to the immediate supervisor or lose the right to grieve. The written statement shall include:

(1) Statement of the grievance;
(2) Circumstances involved;
(3) Specific remedy sought; and
(4) Statement of the specific provision(s) alleged to have been violated.

The immediate supervisor or designee shall date and sign the grievant's copy of the grievance to indicate date of receipt. An informational copy of the grievance may also be presented to the Senior Director of Human Resources.

b. The immediate supervisor shall hold a hearing with the grievant

and shall communicate the decision in writing to the grievant within five (5) days after receiving the grievance.

c. In the event the immediate supervisor fails to conduct a hearing and render a decision in writing within five (5) days, the grievant shall notify the Superintendent or designee who shall convene a hearing with the immediate supervisor and the grievant within two (2) days after notification and direct the immediate supervisor to render a decision in writing. Such a directed decision shall be made within three (3) days.

19.2.3 Formal Level 2:

a. If the grievant elects to pursue the matter further, or the Level 1 Immediate Supervisor fails to meet timelines in section (a) above, the grievant may appeal that decision by making a clear and concise written statement on the approved District form with all Formal Level l materials attached thereto to the Senior Director – Human Resources or designee; but such appeal must be made within seven (7) days immediately following the receipt of said decision from the immediate supervisor. The Senior Director – Human Resources or designee shall hold a hearing and respond with a written decision to be communicated to the grievant within seven (7) days immediately following the receipt of the appeal statement.

19.2.4 Formal Level 3:

a. If the grievant elects to pursue the matter further, the grievant may, within seven (7) days, submit to the Superintendent a written request in a clear, concise statement of why the resolution at Formal Level 2 is not satisfactory and a suggested resolution by the grievant along with all materials from Formal Level l and Formal Level 2. Upon receipt of such written request, the Superintendent shall, within ten (10) days, request a hearing on the alleged grievance. The Superintendent shall, after the hearing, render a decision in writing, within ten (10) days.

19.2.5 Formal Level 4:

a. If the grievant elects to pursue the matter further, the grievant may, within seven days, submit to the Superintendent a written request in a clear, concise statement of why the resolution at Formal Level 3 is not satisfactory and a suggested resolution by the grievant along with all materials from Formal Level 1, Formal Level 2 and Formal

Level 3 for a Board of Education resolution. Upon receipt of such written request, the Superintendent shall, within ten (10) days, request an executive session with the Board of Education on the alleged grievance.

b. The Board of Education shall, after the hearing, render a decision, in writing, within ten (10) days, which shall be final and binding on the parties.

19.3 Miscellaneous

19.3.1 The purpose of the grievance procedure is to secure at the lowest possible administrative level equitable solutions to the problems, which may, from time to time, arise affecting the welfare of working conditions of employees enumerated in this Agreement.

19.3.2 All bargaining unit members have the right to file grievances without fear of prejudice or reprisal.

19.3.3 Nothing contained herein shall be construed as to limiting the right of any employee alleging a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without the intervention of CSEA, Chapter 845, provided the adjustment is not inconsistent with the terms of this Agreement and that CSEA, Chapter 845, has been given the opportunity to be present at such adjustment and to state its views.

19.3.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits, however, may be extended by written mutual agreement.

19.3.5 Failure of the grievant to abide by the time limits specified in this article shall result in the grievance being deemed abandoned except under extenuating circumstances.

19.3.6 The grievant shall be entitled, upon request, to a representative by CSEA, Chapter 845, at all grievance levels.

19.3.7 Grievance resolution matters may be performed during the workday but shall be conducted at times approved by the grievant and the immediate supervisor. The Senior Director – Human Resources or designee shall solve conflicts, which may arise within the spirit of making appropriate time available for the solving of grievances. The grievance resolution

hearing, or hearings, may be conducted during the regular workday; and the grievant and CSEA, Chapter 845, representative and required witnesses shall be released from duty without loss of compensation.

19.3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

19.3.9 The District shall make available for testimony in connection with the grievance procedure any District employees with knowledge of the grievance whose appearance is requested by the grievant.

19.3.10 If the same alleged complaint, or substantially the same alleged complaint, is made by more than one bargaining unit member, only one member on behalf of himself/herself and the other grievants shall process the grievance through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.

19.3.11 Forms for filing grievances shall be prepared jointly by the Superintendent or designee and CSEA, Chapter 845.

19.3.12 Written resolution of the grievance shall be signed and dated by the responsible administrator or designee and CSEA Chapter 845.

ARTICLE 20

PROMOTION

20.1 All promotional examinations shall be in accordance with state and federal regulations.

20.2 All promotions for bargaining unit members shall be subject to competitive examinations as provided in the Personnel Commission Rules and Regulations.

20.3 Employees promoted to a position in a higher classification shall be placed on a salary step that will insure a salary increase that will approximate two and one-half percent (2 1/2%).

20.4 An employee in the bargaining unit who is promoted to a higher classification shall receive a salary step increase upon the successful completion of the probationary period.

ARTICLE 21

SEVERABILITY

21.1 Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect.

21.1.1 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22

NEGOTIATION PROCEDURE

22.1 The District and CSEA shall present their initial proposal to the Board of Education in a public meeting no later than the last regular meeting of the Board in March of the calendar year in which this Agreement expires. Before the Board takes action on a negotiated agreement, disclosure will be made at a public meeting of the major provisions of the agreement, including the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years.

22.2 Either party to this Agreement may use the services of outside consultants to assist in the negotiations.

22.3 The District and CSEA may discharge their respective duties by means of authorized officers, individual representatives, or committees.

22.4 Negotiations shall take place at mutually agreeable times and places but not later than the second week after the response of the Board of Education to the initial proposal.

22.5 Impasse, mediation and fact finding shall be governed by application Government Code sections and PERB (Public Employment Relations Board) rules.

22.6 Employees shall be given reasonable paid release time for negotiations.

Reasonable paid release time is defined as a maximum of fifteen (15) days of duty time for five (5) unit members of a total of seventy five (75) employee days which shall be taken in not less than one-half (1/2) day segments, except by mutual consent of the parties or until an agreement is tentatively agreed upon. Additional bargaining unit members may be released to attend negotiations as needed to provide expert advice regarding specific issues, with prior notice.

22.7 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by the parties and meet the legal requirements of the Government Code.

22.8 Both parties agree that this agreement will close negotiations regarding salary and benefits for the 2024-25 contract years. Both parties agree that for the 2025-26 and 2026-27 contract years either party may, by prior notice to the other party, reopen for collective bargaining negotiations the salary article, the health and welfare article and two (2) other articles of each party's choice.

ARTICLE 23

ADULT EDUCATION PROVISIONS

Adult Education Instructional Assistants and any other classified positions created specifically for the Torrance Adult School within the paraeducator bargaining unit agreement are covered by all the articles of this agreement except as modified or added to below.

23.1 ADULT EDUCATION POSITIONS

23.1.1 All other classified positions, other than Adult Education Instructional Assistant, for which an Adult Education Instructional Assistant applies, shall be subject to selection and recruitment rules of the TUSD Personnel Commission.

23.1.2 Any new Adult Education Instructional Assistant positions shall be 19 hour full time equivalent positions. Additional hours assignments of additional hours on a temporary basis shall be assigned per Section 25.3.6 and Section 25.3.7 of this Agreement.

23.2 DEFINITIONS

Adult Education Instructional Assistants shall be subject to Article 2 – Definitions and the definitions below.

23.2.1 Adult Education Instructional Assistant (AEIA): An Instructional Assistant who works only in the Torrance Adult School.

23.2.2 CAP: The maximum average daily attendance for which the State of California reimburses an adult school program.

23.2.3 Departments: Adult Basic Education (ABE), Adult Secondary (ASE), English as a Second Language (ESL), Adults with Disabilities (AD), Career Technical Education (CTE), Parent Child Participation (PCP), Older Adults (OA), Health and Safety Education (HSE), Home Economics (HE), and Child Care (CC).

23.2.4 Extended Work Year: The extension of the work calendar to maximize student attendance in order to reach "CAP".

23.2.5 Probationary Period: A trial period of one hundred thirty days or six months of paid service following appointment from an appropriate eligibility list.

23.2.6 Qualified: An Adult Education Instructional Assistant having special skills, training and/or experience as determined by the Personnel Commission.

23.3 ADULT EDUCATION HOURS AND OVERTIME

23.3.1 The Adult Education work year shall be subject each year to an increase of decrease in the number of days due to the state "CAP" for the adult education program.

23.3.2 When a term (Fall, Winter or Spring) is extended to increase adult education ADA, Adult Education Instructional Assistants are required to work the additional days.

23.3.3 Extended Work Year – Adult Education terms are frequently extended. When it is necessary to extend the Fall, Spring or Summer terms calendars, thereby increasing the number of instructional days, the District will make every effort to notify the AEIAs by October 15 for extension of the Fall and by May 15 for extension of the Spring and/or Summer.

23.3.4 Workweek – The full AEIA workweek shall consist of eight (8) hours per days, and forty (40) hours per week. The workweek may include Saturday. This section shall not restrain the extension of the regular workday or workweek on an overtime basis when such is necessary to

carryon the business of the District as provided for in Section 7.7 of this Agreement.

23.3.5 Workday – The length of the workday shall be designated by the District for each AEIA. Each AEIA, accepting such assignment, shall be assigned regular and minimum number of hours. In Adult Education the workday may vary due to program needs. Workdays may include nights.

23.3.6 Additional hours assignments: When it is determined that additional hours are available, they shall be assigned to qualified AEIAs (within the department), on the basis of seniority as per Personnel Commission Rule 10.1.9.

23.3.7 Additional hours on a temporary basis: When it is determined that additional hours are available on a temporary basis, these hours shall be assigned to qualified AEIAs (within the department) on the basis of seniority. Temporary additional hours shall not be considered as part of the regular hours of the assignment as per Section 23.3.7

23.3.8 Summer School Assignment – The first priority to fill bargaining unit vacancies during a summer recess period shall go to the AEIA who is regularly assigned the position/hours during the regular school year. If the AEIA does not apply for the summer school vacancy then the assignment will go to the most senior qualified applicant in the department.

23.4 TRANSFERS AND ADMINISTRATIVE ASSIGNMENT

23.4.1 Transfers – Voluntary and Involuntary Transfers – Adult Education Instructional Assistant positions are not site specific. All assignments are within a department.

23.5 LAYOFF AND REEMPLOYMENT PROCEDURES

23.5.1 AEIAs shall be covered by the terms of Article 18 – Layoff and Reemployment Procedures except as modified below.

23.5.1.1 Per Education Code 45117, regarding notification of layoff, AEIAs shall be provided 60 day notice, except for “a layoff from a lack of funds in the event of an actual or existing financial inability to pay the salaries of classified employees or a layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.”

ARTICLE 24

EFFECTS OF AGREEMENT AND ZIPPER CLAUSE

24.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the District policies and procedures and State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such policies and procedures shall be controlling.

24.2 During the term of this Agreement, CSEA and the District shall not be obligated to negotiate, except where otherwise provided for in this Agreement, on matters contained within this Agreement or matters that were considered during the process of reaching this Agreement.

24.3 In the event that the District desires to change or terminate a previously controlling policy, practice or procedures that has a generalized and continuing effect on the bargaining unit, that is within the scope of representation, that is not covered by this Agreement shall be subject to the bargaining process as set out in Government Code Section 3540 et seq.

ARTICLE 25

DURATION

24.4 Length of Agreement: This Agreement shall become effective on July 1, 2024, and shall continue in effect to and including June 30, 2027.

The parties agree to replace all terms referring to bargaining unit members throughout its collective bargaining agreement with the term “unit member”.

This tentative agreement is subject to a final approval by Torrance Chapter 845 members and by the Torrance Unified School District Board of Education.

Sonja Pugh, CSEA 845 Chapter President

Julio Hernandez, Assistant Superintendent, Human Resources

Amy Gonzales, Labor Relations Representative

David Mosely, Principal Calle Mayor MS

Tenika Leckford, CSEA 845 Vice President

Dr. Amy Hodge, Coordinator Special Education

Kathy Kelley, CSEA 845 Chapter Secretary

Michaele Scheerle, Coordinator Special Education

Katrina Calhoun, CSEA 845 Member

Elyse Imperial, HR Analyst

Cheryl Pope, CSEA 845 Member

Dinah Barajas, Sr. Administrative Assistant, Human Resources

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C
2025 - 2026
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
Adult Education Child Development Program Assistant-Tier II Adult Education Instructional Assistant Adult Education Instructional Assistant Computer Science Instructional Assistant Instructional Assistant Computer Lab	**A4**	3283.00	3441.00	3619.00	3799.00	3989.00	*904*
		18.94	19.85	20.88	21.92	23.01	
	10	3368.94	3526.94	3704.94	3884.94	4074.94	*604*
		19.44	20.35	21.37	22.41	23.51	
	15	3458.70	3616.70	3794.70	3974.70	4164.70	*704*
		19.95	20.87	21.89	22.93	24.03	
	20	3634.36	3792.36	3970.36	4150.36	4340.36	*804*
		20.97	21.88	22.91	23.94	25.04	
	21	3652.53	3811.32	3990.21	4171.11	4362.06	*504*
		21.07	21.99	23.02	24.06	25.17	
	22	3670.79	3830.38	4010.16	4191.97	4383.87	*404*
		21.18	22.10	23.14	24.18	25.29	
	23	3689.15	3849.53	4030.21	4212.93	4405.79	*304*
		21.28	22.21	23.25	24.31	25.42	
	24	3707.59	3868.78	4050.36	4233.99	4427.82	*204*
		21.39	22.32	23.37	24.43	25.55	
Adult Education - Instructional Assistant - Allied Health Occupational Clusters (Hourly) Child Development Enrollment Clerk I Child Development Program Assistant Paraeducator - Tier 1 (Monthly)	**A5**	3362.00	3526.00	3708.00	3896.00	4085.00	*905*
		19.40	20.34	21.39	22.48	23.57	
	10	3447.94	3611.94	3793.94	3981.94	4170.94	*605*
		19.89	20.84	21.89	22.97	24.06	
	15	3537.70	3701.70	3883.70	4071.70	4260.70	*705*
		20.41	21.36	22.41	23.49	24.58	
	20	3713.36	3877.36	4059.36	4247.36	4436.36	*805*
		21.42	22.37	23.42	24.50	25.59	
	21	3731.93	3896.75	4079.66	4268.60	4458.54	*505*
		21.53	22.48	23.54	24.63	25.72	
	22	3750.59	3916.23	4100.06	4289.94	4480.83	*405*
		21.64	22.59	23.65	24.75	25.85	
	23	3769.34	3935.81	4120.56	4311.39	4503.24	*305*
		21.75	22.71	23.77	24.87	25.98	
	24	3788.19	3955.49	4141.16	4332.95	4525.75	*205*
		21.85	22.82	23.89	25.00	26.11	
Instructional Assistant with 7.5% Special Skill Stipend	**A7**	3529.00	3700.00	3890.00	4084.00	4289.00	*907*
		20.36	21.35	22.44	23.56	24.74	
	10	3614.94	3785.94	3975.94	4169.94	4374.94	*607*
		20.86	21.84	22.94	24.06	25.24	
	15	3704.70	3875.70	4065.70	4259.70	4464.70	*707*
		21.37	22.36	23.46	24.58	25.76	
	20	3880.36	4051.36	4241.36	4435.36	4640.36	*807*
		22.39	23.37	24.47	25.59	26.77	
	21	3899.76	4071.62	4262.57	4457.54	4663.56	*507*
		22.50	23.49	24.59	25.72	26.91	
	22	3919.26	4091.97	4283.88	4479.82	4686.88	*407*
		22.61	23.61	24.71	25.85	27.04	
	23	3938.86	4112.43	4305.30	4502.22	4710.31	*307*
		22.72	23.73	24.84	25.97	27.17	
	24	3958.55	4133.00	4326.83	4524.73	4733.87	*207*
		22.84	23.84	24.96	26.10	27.31	

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C
2025 - 2026
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
Paraeducator - Tier II (Monthly)	**A11**	4025.00	4229.00	4439.00	4662.00	4896.00	*911*
		23.22	24.40	25.61	26.90	28.25	
	10	4110.94	4314.94	4524.94	4747.94	4981.94	*611*
		23.72	24.89	26.11	27.39	28.74	
	15	4200.70	4404.70	4614.70	4837.70	5071.70	*711*
		24.23	25.41	26.62	27.91	29.26	
	20	4376.36	4580.36	4790.36	5013.36	5247.36	*811*
		25.25	26.43	27.64	28.92	30.27	
	21	4398.24	4603.26	4814.31	5038.43	5273.60	*511*
		25.37	26.56	27.77	29.07	30.42	
	22	4420.23	4626.28	4838.38	5063.62	5299.96	*411*
		25.50	26.69	27.91	29.21	30.58	
	23	4442.33	4649.41	4862.58	5088.94	5326.46	*311*
		25.63	26.82	28.05	29.36	30.73	
	24	4464.55	4672.66	4886.89	5114.38	5353.10	*211*
		25.76	26.96	28.19	29.51	30.88	
Campus Security	**A12**	4226.00	4444.00	4661.00	4897.00	5140.00	*912*
Lead IA ELOP		24.38	25.64	26.89	28.25	29.65	
Paraeducator - Tier II (Monthly)	10	4311.94	4529.94	4746.94	4982.94	5225.94	*612*
with 5% LACOE Placement Stipend		24.88	26.13	27.39	28.75	30.15	
	15	4401.70	4619.70	4836.70	5072.70	5315.70	*712*
		25.39	26.65	27.90	29.27	30.67	
	20	4577.36	4795.36	5012.36	5248.36	5491.36	*812*
		26.41	27.67	28.92	30.28	31.68	
	21	4600.25	4819.34	5037.42	5274.60	5518.82	*512*
		26.54	27.80	29.06	30.43	31.84	
	22	4623.25	4843.43	5062.61	5300.97	5546.41	*412*
		26.67	27.94	29.21	30.58	32.00	
	23	4646.36	4867.65	5087.92	5327.48	5574.14	*312*
		26.81	28.08	29.35	30.74	32.16	
	24	4669.60	4891.99	5113.36	5354.12	5602.01	*212*
		26.94	28.22	29.50	30.89	32.32	
Language Assessment Proctor II (Monthly)	**A17**	4334.00	4549.00	4777.00	5017.00	5268.00	*917*
Paraeducator - Tier II (Monthly)		25.00	26.24	27.56	28.94	30.39	
with 7.5% Special Skill Stipend	10	4419.94	4634.94	4862.94	5102.94	5353.94	*617*
		25.50	26.74	28.06	29.44	30.89	
	15	4509.70	4724.70	4952.70	5192.70	5443.70	*717*
		26.02	27.26	28.57	29.96	31.41	
	20	4685.36	4900.36	5128.36	5368.36	5619.36	*817*
		27.03	28.27	29.59	30.97	32.42	
	21	4708.79	4924.86	5154.00	5395.20	5647.46	*517*
		27.17	28.41	29.73	31.13	32.58	
	22	4732.33	4949.49	5179.77	5422.18	5675.69	*417*
		27.30	28.55	29.88	31.28	32.74	
	23	4755.99	4974.23	5205.67	5449.29	5704.07	*317*
		27.44	28.70	30.03	31.44	32.91	
	24	4779.77	4999.10	5231.70	5476.54	5732.59	*217*
		27.58	28.84	30.18	31.60	33.07	
Pre-Employment Technician	**A18**	4444.00	4661.00	4897.00	5142.00	5399.00	*918*

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C
2025 - 2026
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
		25.64	26.89	28.25	29.67	31.15	
	10	4529.94	4746.94	4982.94	5227.94	5484.94	*618*
		26.13	27.39	28.75	30.16	31.64	
	15	4619.70	4836.70	5072.70	5317.70	5574.70	*718*
		26.65	27.90	29.27	30.68	32.16	
	20	4795.36	5012.36	5248.36	5493.36	5750.36	*818*
		27.67	28.92	30.28	31.69	33.18	
	21	4819.34	5037.42	5274.60	5520.83	5779.11	*518*
		27.80	29.06	30.43	31.85	33.34	
	22	4843.43	5062.61	5300.97	5548.43	5808.01	*418*
		27.94	29.21	30.58	32.01	33.51	
	23	4867.65	5087.92	5327.48	5576.17	5837.05	*318*
		28.08	29.35	30.74	32.17	33.68	
	24	4891.99	5113.36	5354.12	5604.05	5866.23	*218*
		28.22	29.50	30.89	32.33	33.84	
Child Development Enrollment Clerk II	**A19**	4552.00	4776.00	5018.00	5270.00	5535.00	*919*
Child Development Instructor		26.26	27.55	28.95	30.40	31.93	
Paraeducator - Health Care	10	4637.94	4861.94	5103.94	5355.94	5620.94	*619*
		26.76	28.05	29.45	30.90	32.43	
	15	4727.70	4951.70	5193.70	5445.70	5710.70	*719*
		27.28	28.57	29.96	31.42	32.95	
	20	4903.36	5127.36	5369.36	5621.36	5886.36	*819*
		28.29	29.58	30.98	32.43	33.96	
	21	4927.88	5153.00	5396.21	5649.47	5915.79	*519*
		28.43	29.73	31.13	32.59	34.13	
	22	4952.52	5178.76	5423.19	5677.71	5945.37	*419*
		28.57	29.88	31.29	32.76	34.30	
	23	4977.28	5204.66	5450.30	5706.10	5975.10	*319*
		28.72	30.03	31.44	32.92	34.47	
	24	5002.17	5230.68	5477.56	5734.63	6004.97	*219*
		28.86	30.18	31.60	33.08	34.64	
Behavior Support Assistant	**A20**	5031.00	5284.00	5545.00	5827.00	6113.00	*920*
		29.03	30.48	31.99	33.62	35.27	
	10	5116.94	5369.94	5630.94	5912.94	6198.94	*620*
		29.52	30.98	32.49	34.11	35.76	
	15	5206.70	5459.70	5720.70	6002.70	6288.70	*720*
		30.04	31.50	33.00	34.63	36.28	
	20	5382.36	5635.36	5896.36	6178.36	6464.36	*820*
		31.05	32.51	34.02	35.64	37.29	
	21	5409.27	5663.54	5925.84	6209.25	6496.68	*520*
		31.21	32.67	34.19	35.82	37.48	
	22	5436.32	5691.85	5955.47	6240.30	6529.17	*420*
		31.36	32.84	34.36	36.00	37.67	
	23	5463.50	5720.31	5985.25	6271.50	6561.81	*320*
		31.52	33.00	34.53	36.18	37.86	
	24	5490.82	5748.92	6015.17	6302.86	6594.62	*220*
		31.68	33.17	34.70	36.36	38.05	
Registered Behavior Technician	**A24**	5554.00	5836.00	6113.00	6429.00	6749.00	*924*
Vocational Education Specialist		32.04	33.67	35.27	37.09	38.94	

TORRANCE UNIFIED SCHOOL DISTRICT EFFECTIVE DATE: JULY 01, 2025

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C
2025 - 2026
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
	10	5639.94	5921.94	6198.94	6514.94	6834.94	624
		32.54	34.17	35.76	37.59	39.43	
	15	5729.70	6011.70	6288.70	6604.70	6924.70	724
		33.06	34.68	36.28	38.10	39.95	
	20	5905.36	6187.36	6464.36	6780.36	7100.36	824
		34.07	35.70	37.29	39.12	40.96	
	21	5934.89	6218.30	6496.68	6814.26	7135.86	524
		34.24	35.87	37.48	39.31	41.17	
	22	5964.56	6249.39	6529.17	6848.33	7171.54	424
		34.41	36.05	37.67	39.51	41.37	
	23	5994.38	6280.64	6561.81	6882.57	7207.40	324
		34.58	36.23	37.86	39.71	41.58	
	24	6024.36	6312.04	6594.62	6916.99	7243.44	224
		34.76	36.42	38.05	39.91	41.79	

ANNIVERSARY INCREMENTS

STEP 10 $85.94
STEP 15 $175.70
STEP 20 $351.36
STEP 21 - 24 is a 0.5% increase based on the prior step in the column

BU PE CX / SAL Q / CAL B Board Amended: 1/20/2026

Behavior Analyst	**A35**	7474.00	7848.00	8239.00	8652.00	9084.00	935
(10-11)		43.12	45.28	47.53	49.92	52.41	
	10	7698.22	8083.44	8486.17	8911.56	9356.52	635
		44.41	46.64	48.96	51.41	53.98	
	15	7866.39	8260.02	8671.55	9106.23	9560.91	735
		45.38	47.65	50.03	52.54	55.16	
	20	8090.61	8495.46	8918.72	9365.79	9833.43	835
		46.68	49.01	51.45	54.03	56.73	
	21	8131.06	8537.94	8963.31	9412.62	9882.60	535
		46.91	49.26	51.71	54.30	57.02	
	22	8171.71	8580.63	9008.13	9459.68	9932.01	435
		47.14	49.50	51.97	54.58	57.30	
	23	8212.57	8623.53	9053.17	9506.98	9981.67	335
		47.38	49.75	52.23	54.85	57.59	
	24	8253.63	8666.65	9098.43	9554.52	10031.58	235
		47.62	50.00	52.49	55.12	57.87	
Occupational Therapist	**A41**	8668.00	9105.00	9557.00	10038.00	10531.00	941
(11-12)		50.01	52.53	55.14	57.91	60.76	
	10	8928.04	9378.15	9843.71	10339.14	10846.93	641
		51.51	54.10	56.79	59.65	62.58	
	15	9123.07	9583.01	10058.74	10565.00	11083.88	741
		52.63	55.29	58.03	60.95	63.95	
Occupational Therapist	20	9383.11	9856.16	10345.45	10866.14	11399.81	841
(11-12)		54.13	56.86	59.69	62.69	65.77	
	21	9430.03	9905.44	10397.18	10920.47	11456.81	541

TORRANCE UNIFIED SCHOOL DISTRICT EFFECTIVE DATE: JULY 01, 2025

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C
2025 - 2026
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
		54.40	57.15	59.98	63.00	66.10	
	22	9477.18	9954.97	10449.17	10975.07	11514.09	*441*
		54.68	57.43	60.28	63.32	66.43	
	23	9524.56	10004.75	10501.41	11029.94	11571.66	*341*
		54.95	57.72	60.59	63.63	66.76	
	24	9572.18	10054.77	10553.92	11085.09	11629.52	*241*
		55.22	58.01	60.89	63.95	67.09	

ANNIVERSARY INCREMENTS

STEP 10 3.00%
STEP 15 5.25%
STEP 20 8.25%
STEP 21 - 24 is a 0.5% increase based on the prior step in the column

$1,622.75 per year will be paid for an Ed.D., Ph.D., J.D. or D.D.S. earned from an accredited institution, dependent upon relevance to the current assignment.

$1,188.23 per year will be paid for a Board Certified Behavior Analyst (BCBA) dependent upon relevance to the current assignment.

BU PE CX / SAL Q / CAL B Board Amended: 1/20/2026

Policy: AR 1312.3

Section: 1000: Community Relations

Uniform Complaint Procedures

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Except as may otherwise be specifically provided in other District policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board Policy.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials) (cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

COMPLIANCE OFFICERS

The District designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment who is responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment, who is responsible for handling complaints regarding sexual harassment.

(cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent - Human Resources
2335 Plaza Del Amo
Torrance, CA 90501
(310) 972-6071
HumanResources@tusd.org

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about
the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying, applicable

standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development) (cf. 9124 - Attorney)

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the District issues its final written decision, whichever occurs first.

NOTIFICATIONS

The District's UCP policy and administrative regulation shall be posted in all ~~District~~ schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the District's UCP to students, employees, parents/guardians of District students, District advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications) (cf. 5145.6 - Parental Notifications)

The notice shall include, but need not be limited to, all of the following:

1. A statement that the District is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred.

4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan) (cf. 3260 - Fees and Charges)

7. A statement that the District will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, former juvenile court school students now enrolled in the District, children of military families, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the District's UCP and a written decision will be sent to the complainant within 90 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the District's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the District's decision, within 30 calendar days of receiving the District's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the District's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61and 34 CFR 106.8 shall be posted on the District and district school websites, published in handbooks, catalogs, announcements, bulletins, and application forms, and may be provided through District-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the District's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular District school speak a single primary language other than English, the District's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the District shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer received a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging District violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance.

   A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. (Education Code 49013)

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630)

   For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)

5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination.

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the District's ability to investigate the conduct or take other necessary action.

When honoring a request for confidentiality, the District shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within ten (10) business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the District shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the District shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 20 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint. Refusal by the District to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 90 calendar days of the District's receipt of the complaint. (5 CCR 4631)

Investigation Report

For all complaints, the District's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the District is in compliance with the relevant law

3. Corrective action(s) whenever the District finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the District's investigation report to CDE, except when the District has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with District legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district’s response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the District's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60-day moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or District environment may include, but are not limited to, actions to reinforce District policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying, involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The District may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the District does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the District

shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the District shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the District's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the District's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the District's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The District failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the District's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the District's investigation report are not supported by substantial evidence.
4. The legal conclusion in the District's investigation report is inconsistent with the law.
5. In a case in which the District found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the District's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the District's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the District's UCP
6. Other relevant information requested by CDE

If notified by CDE that the District's investigation report failed to address allegation(s) raised by the complaint, the District shall, within 30 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the District notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE website. (Education Code 8212; 5 CCR 4691)

The District's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 90 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district’s response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the District's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

Regulation **TORRANCE UNIFIED SCHOOL DISTRICT**
approved: May 19, 2003 Torrance, California
revised: April 3, 2006; September 7, 2010; October 3, 2011; June 4, 2012; October 8, 2012
September 16, 2013; January 20, 2015; September 21, 2015; May 2, 2016;
October 24, 2016; July 17, 2017; May 21, 2018; March 1, 2021; September 7, 2021;
September 16, 2024; September 8, 2025

Adoption Date: **May 19, 2003**
Last Revised: **September 08, 2025**
Last Reviewed Dates: **September 08, 2025**
Prior Revised Dates: **April 3, 2006; September 7, 2010; October 3, 2011; June 4, 2012; October 8, 2012; September 16, 2013; January 20, 2015; September 21, 2015; May 2, 2016; October 24, 2016; July 17, 2017; May 21, 2018; March 1, 2021; September 7, 2021; September 16. 2024; September 8, 2025**

Torrance Unified School District's Civility Procedures

The purpose of these procedures is to promote mutual respect, civility and orderly conduct among District employees, parents and the public. The District is committed to keeping schools and offices free from disruptions and preventing unauthorized persons from entering school or District grounds and/or disrupting school activities. These procedures are intended to maintain, to the extent possible and reasonable, a safe and harassment-free work place for staff, students and parents. The Torrance Unified School District expects positive and civil communication between staff, students, parents and the community and discourages volatile, hostile or aggressive behaviors that cause fear, intimidation and/or disruptions.

Disruptions

1. The use of profanity or obscene or threatening language or loud and inflammatory language which may reasonably cause disruption or violent reaction is prohibited between staff, parents, students and community while on school grounds, any District property, or during school activities. The prohibition includes phone conversations, letters, memoranda or e-mails.
2. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health or safety of students or staff; willfully causes property damage; uses loud and inflammatory language which can reasonably be expected to lead to substantial disruption or provoke a violent reaction; shall be directed to leave the District property or activity promptly by the site administrator or his/her designee.
3. Employees are directed to end all conversations, whether by phone, in writing or e-mail with individual(s) who continue to violate these procedures after the employee notifies the individual(s) of the violation. The employee shall provide a written report of the incident to the administrator in charge of the site or activity, or his or her designee.

Safety and Security

4. The Superintendent or designee will ensure that a safety and/or crisis intervention techniques program is provided in order to raise awareness on how to deal with these situations if and when they occur.
5. When violence is directed against an employee, or theft against property, employees shall promptly report the occurrence to their principal or supervisor and complete an Incident Report. Employees and supervisors should complete the Incident Report and report to law enforcement any attack, assault or threat made against them on school/District premises or at school/District-sponsored activities.
6. An employee, whose person or property is injured or damaged by willful misconduct of a student, may ask the District to pursue legal action against the student or the student's parent/guardian.

Documentation

7. When it is determined by staff that a member of the public is in the process of violating the provisions of these procedures, an effort should be made by staff to provide a written copy of these procedures, including applicable code provisions, at the time of occurrence. The employee will immediately notify his/her supervisor and provide a written report of the incident. The administrator will then take appropriate action.

California Education Code

44811, in part. (a) Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor. (b) A violation of subdivision (a) shall be punished as follows:

(1) Upon the first conviction, by a fine of not less than five hundred dollars ($500) and not more than one thousand dollars ($1,000), or by imprisonment in a county jail for not more than one year, or by both the fine and imprisonment.

(2) Upon a second conviction, by imprisonment in a county jail for a period of not less than 10 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars ($1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 10 days in a county jail.

(3) Upon a third or subsequent conviction, by imprisonment in a county jail for a period of not less than 90 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars ($1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 90 days in a county jail.

References:
Education Code Sections 44810, 44811, 32210 and 32211
Penal Code Sections 241.2; 241.4; 241.6; 243.2; 243.5; 243.6; 243.8; 626.4; 626.6; 626.7; and 626.8

Office of Human Resources
January 2022

CIVILITY
INCIDENT REPORT

TORRANCE UNIFIED SCHOOL DISTRICT
2335 Plaza del Amo
Torrance CA 90509

Please type or use black ink

Name _____ Site _____

Today's Date _____ Date & time (approx) of incident _____

Location of Incident (office, classroom, hallway, etc.) _____

Name of Person you are reporting (if known) _____

If Name is not known, physical description _____

Has there been a prior incident with this person? _____ yes _____ no _____ unknown

Date & Time (approx) of prior incident _____

Comments: _____

Is this person a parent/guardian or relative of a student at TUSD? _____ yes _____ no

Did you feel your safety was being threatened? _____ yes _____ no

Was your ability to work interrupted? _____ yes _____ no

Were there any witnesses to this incident? _____ yes _____ no

Name of witness(es) _____

Were the police contacted? _____ yes _____ no

Below, describe what happened: (If you need additional space, please use the back of this sheet. Thank you)

_____

_____

_____

_____

_____
Signature of Person completing this form

A copy of this Civility Incident Report shall immediately be sent to the **Senior Director – Elementary Schools or Senior Director – Secondary Schools, and the Chief Personnel Officer.**

Office of Human Resources
January 2022

Torrance Unified School District — 2025-2026 School Year Calendar

Board Approved Dec. 11, 2023 / Revised May 20, 2025

AUGUST				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	^ # 19	# 20	: 21	22
25	26	27	28	29

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

OCTOBER				
M	T	W	TH	F
		1	X 2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER				
M	T	W	TH	F
3	4	5	6	7
X 10	* 11	12	13	14
17	18	19	20	21
X 24	X 25	X 26	* 27	* 28

DECEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
X 22	X 23	* 24	* 25	X 26
X 29	X 30	* 31		

JANUARY				
M	T	W	TH	F
			* 1	X 2
5	6	7	8	9
12	13	14	15	16
* 19	20	21	22	23
26	27	28	29	30

FEBRUARY				
M	T	W	TH	F
2	3	4	5	6
* 9	10	11	12	13
* 16	17	18	19	20
23	24	25	26	27

MARCH				
M	T	W	TH	F
2	3	4	5	# 6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
X 30	X 31			

APRIL				
M	T	W	TH	F
		X 1	X 2	X 3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY				
M	T	W	TH	F
				X 1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
* 25	26	27	28	29

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

First Semester: 91 days **Second Semester: 89 days**

^ ***Teachers Report***	August 19
: *Students Report*	August 21
» ***Students Last Day***	June 11
+ ***Teachers Last Day***	June 12
Parent Conferences (ES):	Jan 20-29
At Risk Conferences (ES):	Oct 16-17 and Mar 25-27

Progress Reports (ES):	
October 10	
December 5	
March 20	
Achievement Reports (ES):	
January 16	
June 11	

End of Quarter (HS/MS)	
1st Quarter	Oct. 24
1st Semester	Jan. 23
3rd Quarter	Mar. 27
2nd Semester	June 11
Adult Ed Teachers Report	
August 26	

Graduation (Promotion MS)	
Adult School	May 28
High School	June 10
Middle School	June 11
Adult Education	
Fall	Aug 26 – Dec 12
Winter	Jan 5 – Mar 13
Spring	Mar 16 – May 28

**** HOLIDAYS PER EDUCATION CODE §37220***

*HOLIDAY	DATE IN 2025/26	DAY OF WEEK	DAY / DATE EACH YEAR
*Independence Day	July 4	Friday	July 4
*Labor Day	September 1	Monday	1st Monday in September
*Veteran's Day	November 11	Tuesday	November 11
*Thanksgiving Day	November 27	Thursday	4th Thursday in November
*Thanksgiving Holiday	November 28	Friday	4th Friday in November
*Christmas Eve	December 24	Wednesday	December 24
*Christmas Day	December 25	Thursday	December 25
*New Year's Eve	December 31	Wednesday	December 31
*New Year's Day	January 1	Thursday	January 1
*M.L. King Jr. Day	January 19	Monday	3rd Monday in January
*Lincoln Day	February 9	Monday	February 12
*President's Day	February 16	Monday	3rd Monday in February
*Memorial Day	May 25	Monday	Last Monday in May
*Juneteenth	June 19	Friday	June 19

DATE IN 2025/26	DAY OF WEEK	
# SBCP Staff Development/Student Free Days (K-12)		
# August 19	Tuesday	Teachers Report
# August 20	Wednesday	Orientation/Planning
# September 19	Friday	Professional Dev.
# March 6	Friday	Professional Dev.
# June 12	Friday	Teachers Last Day
X Non-Teaching Days		
X October 2	Thursday	Local Non-Instructional Day
X November 10	Monday	Local Non-Instructional Day
X November 24-26	Monday-Wednesday	Local Non-Instructional Day
X Dec. 22-23, 26-30, Jan. 2		Winter Break
X March 30-April 3		Spring Break
X May 1	Friday	Local Non-Instructional Day

Torrance Unified School District — 2026-2027 School Year Calendar — Board Approved May 19, 2025

AUGUST

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	^# 18	# 19	: 20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
* 7	8	9	10	11
14	15	16	17	18
X 21	22	23	24	25
28	29	30		

OCTOBER

M	T	W	TH	F
			1	# 2
5	6	7	8	9
12	13	14	15	X 16
19	20	21	22	23
26	27	28	29	30

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	* 11	12	13
16	17	18	19	20
X 23	X 24	X 25	* 26	* 27
30				

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
X 21	X 22	X 23	* 24	* 25
X 28	X 29	X 30	* 31	

JANUARY

M	T	W	TH	F
				* 1
4	5	6	7	8
11	12	13	14	15
* 18	19	20	21	22
25	26	27	28	29

FEBRUARY

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

MARCH

M	T	W	TH	F
1	2	3	4	# 5
8	9	10	11	12
15	16	17	18	X 19
22	23	24	25	26
X 29	X 30	X 31		

APRIL

M	T	W	TH	F
			X 1	X 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
* 31				

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9	» 10	+# 11
14	15	16	17	* 18
21	22	23	24	25
28	29	30		

First Semester: 91 days **Second Semester: 89 days**

^ ***Teachers Report***	August 18
: *Students Report*	August 20
» ***Students Last Day***	June10
+ ***Teachers Last Day***	June 11
Parent Conferences (ES):	Jan 25-Feb 4
At Risk Conferences (ES):	Nov 18-20 & Mar 24-26

Progress Reports (ES):

October 9	
November 13	
March 18	

Achievement Reports (ES):

January 22	
June 10	

End of Quarter (HS/MS)

1st Quarter	Oct 23
1st Semester	Jan 22
3rd Quarter	Mar 26
2nd Semester	June 10

Adult Ed Teachers Report — TBA

Graduation (Promotion MS)

Adult School	TBA
High School	June 9
Middle School	June 10

Adult Education

Fall	TBA
Winter	TBA
Spring	TBA

**** HOLIDAYS PER EDUCATION CODE §37220***

*HOLIDAY	DATE IN 2026/27	DAY OF WEEK	DAY / DATE EACH YEAR
*Independence Day	July 3	Friday	July 4
*Labor Day	September 7	Monday	1st Monday in September
*Veteran's Day	November 11	Wednesday	November 11
*Thanksgiving Day	November 26	Thursday	4th Thursday in November
*Thanksgiving Holiday	November 27	Friday	4th Friday in November
*Christmas Eve	December 24	Thursday	December 24
*Christmas Day	December 25	Friday	December 25
*New Year's Eve	December 31	Thursday	December 31
*New Year's Day	January 1	Friday	January 1
*M.L. King Jr. Day	January 18	Monday	3rd Monday in January
*Lincoln Day	February 8	Monday	February 12
*President's Day	February 15	Monday	3rd Monday in February
*Memorial Day	May 31	Monday	Last Monday in May
*Juneteenth	June 18	Friday	June 19

DATE IN 2026/27	DAY OF WEEK	
# SBCP Staff Development/Student Free Days (K-12)		
# August 18	Tuesday	Teachers Report
# August 19	Wednesday	Orientation/Planning
# October 2	Friday	Professional Dev.
# March 5	Friday	Professional Dev.
# June 11	Friday	Teachers Last Day
X Non-Teaching Days		
X September 21	Monday	Local Non-Instructional Day
X October 16	Friday	Local Non-Instructional Day
X November 23-25	Mon. thru Wed.	Local Non-Instructional Day
X Dec. 21-23 and 28-30		Winter Break
X March 19	Friday	Local Non-Instructional Day
X March 29 – April 2		Spring Break

TORRANCE UNIFIED SCHOOL DISTRICT
EVALUATION REPORT FOR AIDE/PARAPROFESSIONAL

Name _____ Job Title _____ Date Sent 010120011

Site or Dept _____ Date Due 010120001

☐ Permanent Employee ☐ Probationary Employee ☐ 3rd Month ☐ 5th Month

Proficient	Need Improvement	Unsatisfactory		
			EVALUATION SCALE **PROFICIENT –** Adept – implies thorough competence derived from training and practice. **NEEDS IMPROVEMENT –** Problem area(s) have been established for improving performance. **UNSATISFACTORY –** A level of service not considered acceptable for continued employment in the district.	
			WORK SKILLS	Comments:
			Knowledge of job	
			Organization	
			Quality of Work	
			Quantity of work in allotted time	
			Care of equipment	
			WORK HABITS	Comments:
			Follows rules and directions	
			Responsibility	
			Neatness	
			Punctuality	
			PERSONAL CHARACTERISTICS	Comments:
			Cooperation	
			Attendance	
			Appearance	
			Relationship with others	
			Judgment in performance of duties	
			Dependability	
			DEMONSTRATES PROFICIENCY IN THE BASIC SKILLS	Comments:
			Reading	
			Writing	
			Mathematics	

OVERALL PERFORMANCE: Proficient ☐ Needs Improvement ☐ Unsatisfactory ☐

SUMMARY STATEMENT:

RECOMMENDATION BY RATER (Check One)

☐ Grant continued employment ☐ Recommend termination

NEEDS IMPROVEMENT OR UNSATISFACTORY MARKS:

Date of Reevaluation (within 3 months) _____ Date of Work Improvement Plan _____

Signature of Employee	Signature of Immediate Supervisor	Signature of Reviewer
Print Name	Print Name	Print Name
Date	Date	Date

CLASSIFIED EVALUATION REPORT

1. The fair and objective evaluation of employee performance benefits both the employee and the district. The evaluation process should represent a cooperative effort between the employee and his supervisor to improve the quality of the employee's service in order to bring about the most effective operation of each function of the district.

2. The immediate supervisor is responsible for evaluating the employee's service. The reviewer is usually the next higher level supervisor.

3. Factors marked "Needs Improvements" and "Unsatisfactory" shall have previously been discussed with the employee and shall be explained by statements of fact under "Comments" with specific suggestions for improvement.

4. The signature of the employee indicates that he has seen and discussed the report with the supervisor.

5. An employee may initiate a written reaction or response to be filed with the evaluation in the Human Resources Department.

   The evaluation is the formal judgment of the evaluator regarding the employee's performance. An employee who believes that the evaluation is not a true reflection of his performance may request a conference with the principal, division head, or a representative of the Human Resources Department. (Board Policy, Section 638.3, Appeal)

6. Probationary employees will be evaluated prior to the end of the third and fifth month of service. At least one evaluation will be completed each year for permanent employees.

7. The original Classified Evaluation Report shall be sent to the Human Resources Department by the due date as shown on the evaluation report. One copy shall be given to the employee; and a third copy is to be retained by the office of the school or department.

TORRANCE UNIFIED SCHOOL DISTRICT
EVALUATION REPORT FOR CLASSIFIED PERSONNEL

Name _____ Job Title _____ Date Sent 010120011

Site or Dept _____ Date Due 010120001

☐ Permanent Employee ☐ Probationary Employee ☐ 3rd Month ☐ 5th Month

Proficient	Need Improvement	Unsatisfactory	
			EVALUATION SCALE **PROFICIENT –** Adept – implies thorough competence derived from training and practice. **NEEDS IMPROVEMENT –** Problem area(s) have been established for improving performance. **UNSATISFACTORY –** A level of service not considered acceptable for continued employment in the district.
			WORK SKILLS Comments:
			Knowledge of job
			Organization
			Quality of Work
			Quantity of work in allotted time
			Care of equipment
			WORK HABITS Comments:
			Follows rules and directions
			Responsibility
			Neatness
			Punctuality
			PERSONAL CHARACTERISTICS Comments:
			Cooperation
			Attendance
			Appearance
			Relationship with others
			Judgment in performance of duties
			Dependability

OVERALL PERFORMANCE: Proficient ☐ Needs Improvement ☐ Unsatisfactory ☐

SUMMARY STATEMENT:

RECOMMENDATION BY RATER (Check One)

☐ Grant continued employment ☐ Recommend termination

NEED IMPROVEMENT OR UNSATISFACTORY MARKS:

Date of Reevaluation (within 3 months) _____ Date of Work Improvement Plan _____

Signature of Employee	Signature of Immediate Supervisor	Signature of Reviewer
Print Name	Print Name	Print Name
Date	Date	Date

CLASSIFIED EVALUATION REPORT

1. The fair and objective evaluation of employee performance benefits both the employee and the district. The evaluation process should represent a cooperative effort between the employee and his supervisor to improve the quality of the employee's service in order to bring about the most effective operation of each function of the district.

2. The immediate supervisor is responsible for evaluating the employee's service. The reviewer is usually the next higher level supervisor.

3. Factors marked "Needs Improvements" and "Unsatisfactory" shall have previously been discussed with the employee and shall be explained by statements of fact under "Comments" with specific suggestions for improvement.

4. The signature of the employee indicates that he has seen and discussed the report with the supervisor.

5. An employee may initiate a written reaction or response to be filed with the evaluation in the Human Resources Department.

   The evaluation is the formal judgment of the evaluator regarding the employee's performance. An employee who believes that the evaluation is not a true reflection of his performance may request a conference with the principal, division head, or a representative of the Human Resources Department. (Board Policy, Section 638.3, Appeal)

6. Probationary employees will be evaluated prior to the end of the third and fifth month of service. At least one evaluation will be completed each year for permanent employees.

7. The original Classified Evaluation Report shall be sent to the Human Resources Department by the due date as shown on the evaluation report. One copy shall be given to the employee; and a third copy is to be retained by the office of the school or department.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #28: The Family and Medical Leave Act

Revised March 2025

The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

ABOUT THE FMLA

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

Eligible employees: Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

Covered employers: Covered employers under the FMLA include:

- Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year,
- Public agencies (including Federal, State, and local government employers, regardless of the number of employees), and
- Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees).

The FMLA protects leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
    - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
    - Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download "The Employee Guide to the Family and Medical Leave Act" for more information about the FMLA, including how to request FMLA leave.

USING FMLA LEAVE

Eligible employees may take:

- Up to 12 workweeks of leave in a 12-month period for any FMLA leave reason except military caregiver leave, and

- Up to 26 workweeks of military caregiver leave during a single 12-month period.

Examples:

- Sheila works 32 hours a week at a shoe store. When Sheila needs to take FMLA leave for 12 weeks, she may use up to 32 hours of FMLA leave a week for 12 weeks.
- Chester works 40 hours a week as an administrative assistant. When Chester needs to take FMLA leave for 12 weeks, he may use up to 40 hours of FMLA leave a week for 12 weeks.
- Kayden works 50 hours a week as a cook at a restaurant. When Kayden needs to take FMLA leave for 12 weeks, he may use up to 50 hours of FMLA leave a week for 12 weeks.

Intermittent or reduced schedule leave. Employees have the right to take FMLA leave all at once, or, when medically necessary, in separate blocks of time or by reducing the time they work each day or week. Intermittent or reduced schedule leave is also available for military family leave reasons. However, employees may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child only if they and their employer agree.

Examples:

- Sheila has a daughter who serves in the Armed Forces and was seriously injured during deployment overseas. Sheila needs FMLA leave for one-half of her usual workweek (16 hours) over the next six months to assist with her daughter's care.
- Chester has a serious mental health condition that sometimes affects his ability to work. Occasionally, when Chester is unable to work because of his mental health, he takes FMLA leave, usually for one to three weeks at a time. Chester also takes FMLA leave every now and then for an hour or two when he has an appointment to see his doctor or attend therapy to treat his condition.
- Kayden, a cook, works Tuesday through Saturday. His father, Emile, has a serious health condition. Kayden and his wife, Maeve, take turns bringing Emile to dialysis during the week. Every other Friday evening Kayden uses five hours of FMLA leave to help his father. Even though his wife helps, Kayden also occasionally uses five hours of FMLA leave on other evenings to help his father.

Paid leave. FMLA is job-protected, unpaid leave. Employees may use employer provided paid leave at the same time that they take FMLA leave if the reason they are using FMLA leave is covered by the employer's paid leave policy. An employer may also require employees to use their paid leave during FMLA leave.

Examples:

- Sheila works for a shoe store that provides her with one week of paid vacation time every year. The store always requires employees to use their paid vacation time when they take time off from work for any reason, even if they are not taking a vacation. When Sheila takes 16 hours of FMLA leave because of her daughter's deployment with the Armed Forces to a foreign country, her employer pays her for her FMLA time off and deducts 16 hours from her one week of vacation time.
- When Chester needs FMLA leave for his own serious health condition, he uses paid sick leave that is part of his job benefits.
- The restaurant where Kayden works provides him paid sick leave that he can use for his own health needs but not for family care. Kayden also has other paid time off (PTO) that he uses when he takes leave to care for his father who has a serious health condition.

Requesting FMLA leave. Employees do not have to specifically ask for FMLA leave but do need to provide enough information so the employer is aware the leave may be covered by the FMLA. Employees must provide notice to their employer as soon as possible and practical that they will need to use FMLA leave. For example, if an employee knows that he or she has a procedure for a serious medical condition scheduled in three weeks, the employee needs to provide notice to the employer as soon as the procedure is scheduled. Employers may ask for information from the health care provider before approving FMLA leave and must allow 15 calendar days to provide the information. In some circumstances, such as when the employee's health care provider is not able to complete the certification information timely, employees must be allowed additional time.

FMLA LEAVE BENEFITS AND PROTECTIONS

Job protection. Employees who use FMLA leave have the right to go back to work at their same job or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment at the end of their FMLA leave. Violations of an employee's FMLA rights may include changing the number of shifts assigned to the employee, moving the employee to a location outside of his or her normal commuting area, or denying the employee a bonus for which the employee qualified before taking FMLA leave.

An employer cannot threaten, discriminate against, punish, suspend, or fire an employee because he or she requested or used FMLA leave. Violations of an employee's FMLA rights may include actions such as writing up the employee for missing work when using FMLA leave, denying a promotion because the employee has used FMLA leave, or assessing negative attendance points for FMLA leave use.

Group health plan benefits. Employers are required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the employee's FMLA leave.

SPECIAL FMLA RULES FOR SOME WORKERS

FMLA Leave and Teachers. Special rules apply to employees of elementary schools, secondary schools, and school boards. Generally, these rules apply when an employee needs intermittent leave or leave near the end of a school term.

FMLA Eligibility for Flight Crews. Airline flight crew employees have special hours of service eligibility requirements. For more information about the special rules for flight crew employees, see Fact Sheet #28J.

FMLA Eligibility for Servicemembers under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Returning servicemembers are entitled to receive all rights and benefits of employment that they would have obtained if they had been continuously employed. Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

ADDITIONAL PROTECTIONS

State Laws

Some States have their own family and medical leave laws. Nothing in the FMLA prevents employees from receiving protections under other laws. Workers have the right to benefit from all the laws that apply.

Protection from Retaliation

FMLA is a federal worker protection law. Employers are prohibited from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any FMLA right. Any violations of the FMLA or the FMLA regulations constitute interfering with, restraining, or denying the exercise of rights provided by the FMLA. For more information about prohibited employer retaliation under the FMLA, see Fact Sheet #77B and Field Assistance Bulletin 2022-2.

Enforcement

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most Federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.dol.gov/agencies/whd and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

TORRANCE UNIFIED SCHOOL DISTRICT

REQUEST FOR AN UNPAID LEAVE OF ABSENCE

(TTA & Local 99 - Requests for up to a maximum of one year.)
(CSEA Chapters 19 & 845 and Unrepresented - Requests for any period not exceeding six (6) months, but may be extended for six (6) months with the approval of the Board of Education.)
(CSEA Chapter 845 members who do not qualify for FMLA will be eligible for an additional 12 weeks of leave of absence which can be taken intermittently when medically necessary. – refer to Article 15 LEAVES – section 15.2.3.4)

TO BE COMPLETED BY EMPLOYEE

YOU MUST BE A **PERMANENT** EMPLOYEE TO QUALIFY FOR AN UNPAID LEAVE OF ABSENCE.

EMPLOYEE'S NAME	
EMPLOYEE'S ADDRESS, CITY, ZIP	
EMPLOYEE'S HOME PHONE #	
EMPLOYEE IDENTIFICATION #	
JOB TITLE	
SCHOOL/DEPARTMENT	
EFF. DATE OF LEAVE	
END DATE OF LEAVE	

Reason for request: _____

_____

All represented employees, please refer to your Collective Bargaining Agreement for additional information regarding leaves.
Certificated Staff: I understand taking an Unpaid Leave of Absence may affect my annual salary advancement.

~~~~~~~~~~~~~~~~~~~~**Please note – A Leave of Absence may *not* be used for employment** ~~~~~~~~~~~~~~~

_____ _____
Employee's Signature Date

- -

Recommendation of Principal/Department Head for an Unpaid Leave of Absence:

_____ **RECOMMENDED** _____ **NOT RECOMMENDED**

Comments: _____

_____

- -

TO BE COMPLETED BY PRINCIPAL/DEPARTMENT HEAD

_____ _____
Principal/Department Head's Signature Date

IF RECOMMENDED **- PLEASE RETURN THIS COMPLETED FORM TO THE HUMAN RESOURCES DEPARTMENT**

- -

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

_____ _____
Chief Personnel Officer's Signature Date
~~~~~~~~~~~~~~~~~~~~

TUSD CATASTROPHIC LEAVE BANK
REQUEST FOR SICK LEAVE DAYS

Jointly administered by
Torrance Unified School District and CSEA – Chapter 845 Bargaining Unit

NAME _____

ADDRESS _____

_____

_____

WORK SITE _____

For Committee Use:

Request approved for _____ days

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA), your medical/health information is confidential and may not be disclosed to the Catastrophic Leave Committee without your consent. Please complete and sign the following as your directive regarding any medical/health information included in your leave request:

_____ Yes, I authorize medical information included herein to be shared with Catastrophic Leave Committee.

_____ No, I do not authorize medical information included herein to be shared with the Catastrophic Leave Committee.

Date _____ Signature _____

I am requesting _____ days of sick leave from the catastrophic sick leave bank in accordance with the rules and procedures (see attached.) Provided below is a statement describing the circumstance of my request and financial hardship:

I will have exhausted my accrued leave benefits as of _____
(date)

Please attach verification by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

_____ _____
Employee Signature Date

Revised 2/26/13

TORRANCE UNIFIED SCHOOL DISTRICT

CATASTROPHIC LEAVE BANK
CONTRIBUTION FORM

CSEA, CHAPTER 845

I elect to donate _____ hours for my accumulated sick leave to the CATASTROPHIC LEAVE BANK.

Minimum of one day, and in full-day increments (based on the unit member's assigned work hours) thereafter with a maximum of the unit member's annual sick leave hours

I UNDERSTAND AND AGREE THAT MY DONATION TO THE BANK IS IRREVOCABLE.

_____ _____
(Please Print Name) (Work Location)

_____ _____
Signature Date

Payroll verification of current sick leave: _____ hours as of _____ (date)

Verification of Transfer: _____ hours as of _____ (date)

Balance of accumulated sick leave: _____ hours as of _____ (date)

Verified by _____

All employees must maintain a minimum balance of accumulated sick leave at a minimum of twenty days (based on the unit members assigned work hours) as per the "Rules and Procedures" for Catastrophic Leave.

This form to be returned to the Human Resources Department for processing.

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level I

TO: _____ _____

School Principal or Immediate Supervisor School or Department

Definition: A Grievance is defined as an alleged violation of expressed written terms of the Agreement and that, by reason of such alleged violation, an employee's rights have been adversely affected.

The Grievance procedure is outlined in the Agreement between the Board of Education of the Torrance Unified School District and the appropriate Bargaining Unit.

State the specific terms of the Agreement alleged to have been violated. Please include Article, Section, and Page numbers.

Describe in detail the action taken which you believe was a violation of the terms of the Agreement. In addition, please state how your rights have been adversely affected by reason of the alleged violation. Please include date and time when the alleged violation occurred. (Attach additional pages if necessary.)

Specific remedy sought by Grievant: (Attach additional pages if necessary.)

Date of informal conference: _____ (Attach copy of written informal decision, if requested.)

Signature of Grievant_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level II

GRIEVANCE LEVEL II must be filed with the Director - Employee Resources within seven (7) days from receipt of the decision at Level I.

GRIEVANT'S NAME:_____

(Please print)

Date of receipt of decision from LEVEL I:

Please give a concise statement for the reason(s) for this appeal. (Attach additional pages if necessary.)

Please submit this completed form with a copy of Grievance Level I and its decision.

Signature of Grievant_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level III

Grievant's Name: _____
(Please print)

Grievance Level I Filing Date: _____

After reviewing all documents pertaining to this Grievance, the Bargaining Unit agrees that the decision rendered at Level II has not resolved the alleged violation as stated in the original Grievance.

The Torrance Unified School District is hereby notified that on this date, the Grievant has requested the Bargaining Unit to submit the Grievance for review by the Superintendent.

Date of receipt of decision from Grievance Level II:

Please attach to this Grievant Level III, one copy each:

Grievance Level I
Decision at Level I
Decision at Level II

Signature of Bargaining Unit President_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level IV

Grievant's Name: _____
(Please print)

Grievance Level IV Filing Date: _____

After reviewing all documents pertaining to this Grievance, the Bargaining Unit agrees that the decision rendered at Level III has not resolved the alleged violation as stated in the original Grievance.

The Torrance Unified School District is hereby notified that on this date, the Grievant has requested the Bargaining Unit to submit the Grievance to the Superintendent to request an executive session with the Board of Education to hear the grievance unless the grievant requests, in writing, a public hearing with the Board of Education on the alleged grievance.

Date of receipt of decision from Grievance Level III:

Please attach to this Grievant Level IV, one copy each:

Grievance Level I
Decision at Level I
Decision at Level II
Decision at Level III

How to File a Disability Insurance Claim by Mail

Mailing something to EDD?

USPS now postmarks mail when it's processed, not when it's dropped off. To avoid delays, mail early or use myEDD (https://myedd.edd.ca.gov/s/login/?language=en_US&ec=302&startURL=%2Fs%2F) whenever possible. Submitting online is the fastest and most secure way to send documents to us.

If you think you're eligible for benefits, file a claim to apply. You can file a claim by mail or even faster with SDI Online.

Note: If any of the following apply, you should file a paper claim form instead of filing online:

- You do not have a valid California driver license or ID.
- You do not have a valid SSN.
- You have a name that does not fit the space in the online form.
- You had a recent name change.
- You received an error code you cannot resolve or have any other difficulty filing an application online.

Follow these steps to file a Disability Insurance (DI) claim by mail.

Step 1: Get Your Claim Form

You can get a paper *Claim for Disability Insurance (DI) Benefits* (DE 2501) form by:

- Ordering a form online (https://forms.edd.ca.gov/forms) to have it mailed to you.
- Getting the form from your licensed health professional or employer.
- Visiting an SDI Office.
- Calling 1-800-480-3287 and selecting DI Information option 3 to request a paper form by mail.

Note: Allow up to ten days to receive this form.

Step 2: Gather Required Information

You **must** provide the following information to file a DI claim:

- First and last name.
- Most current employer's business name, phone number, and mailing address (as stated on your W-2 or paystub).
- Last date you worked your normal or usual duties (or the date you began working less than full or modified duty).

You must also give the following information **only** if it applies to you:

- Any wages you received or expect to receive from your employer (sick leave, paid time off (PTO), vacation pay, annual leave, and wages earned after you stopped working).
- Any workers' compensation claim information.
- If you receive in-patient treatment at an alcohol recovery home or drug-free rehabilitation facility, provide the name, address, and phone number of the home or facility.

Note: The facility must be licensed and certified by the state in which the facility is located.

Step 3: Complete Part A: Claimant's Statement (DE 2501)

You are responsible for filling out Part A - Claimant's Statement of the DE 2501 form. Write clearly in the spaces provided. Fill out the form completely using black ink only, and sign the form. An incomplete form could delay processing.

Step 4: Get Your Licensed Health Professional to Complete Part B: Medical Certification

You must get a licensed health professional certification for your disability. Once you have filled out Part A of the DE 2501 form, contact your licensed health professional about completing, signing, and submitting your medical certification (Part B – Physician/professional's Certificate).

Talk to your licensed health professional about their process for submitting a DI claim (not all of them follow the same process). Your licensed health professional must submit the certification no later than 49 days after your disability begins or you may lose benefits.

- If your licensed health professional wants to submit the medical certification using SDI Online, allow 14 calendar days for us to receive and process your claim.

- After your claim has been received, your licensed health professional can find your claim in SDI Online.

Step 5: Mail in Your Completed DI Claim Form (DE 2501)

There are two parts to completing this form. For your claim to be considered complete, both parts of the DE 2501 form need to be submitted:

- Part A - Claimant's Statement
- Part B - Physician/professional's Medical Certificate (a licensed health professional can submit this part)

You can file your claim on the first day of your disability, but to avoid creating delays on your claim, losing benefits, or having your claim disqualified, you should file your claim:

- No earlier than nine days after your disability begins.
- No later than 49 days after your disability begins

If you have a good reason for filing late, please provide that explanation when you file your claim so the claims analyst can review your information to make a determination.

Your claim will not be processed until we receive both part A and part B.

Use the pre-addressed envelope to mail to:

State of California
Employment Development Department
PO Box 989777
West Sacramento, CA 95798-9777

Do not submit the same claim more than once. This will delay your claim.

> **Note:** Your employer will be notified that you have submitted a DI claim. However, medical information is confidential and will not be shared with your employer.

For more information on how to file a DI claim using SDI Online, view our Claimant Tutorials and an outline on the Disability Insurance Claim Process.

Register for myEDD

Creating an account is an important step in this process. With myEDD, you can apply for Disability Insurance and manage your claim in SDI Online.

Create Account (https://myedd.edd.ca.gov/)

Log In (https://myedd.edd.ca.gov/)

Find DI Information for You

- Physicians/Practitioners
- State Employees
- Employers and Self-Employed/Independent Contractor
- Employers/Employees of Voluntary Plan

Disability Resources

- Rates and Withholding
- Payroll Taxes
- Appeals
- Benefit Overpayments and Penalties
- Forms and Publications
- Family and Medical Leave Act and California Family Rights Act FAQs
- Tax Form 1099G
- Disability and Paid Family Leave Calculator
- Employers Overview

Sedgwick/Harbor 2 MPN
MPN Identification Number: #2323

DWC FORM 9783 (July 1, 2014) PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.) or doctor of osteopathic medicine (D.O.) if:

- On the date of your work injury you have health care coverage for injuries/illnesses that are not work related;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work- related injury or illness and the above requirements are met.

EMPLOYEE

You (the employee) sign this section.

Employer _____

Employee Name* _____

_____

Employee ID#* _____

Date of Hire _____

Date of Birth _____

Address _____

City _____

St, Zip _____

In the event of any on-the-job, work-related injury, I request that I be treated by my personal physician.

Signature _____

Date _____

PHYSICIAN

We cannot process this form without the fields marked bold with an asterisk.

Please PRINT clearly. _____

Physician First Name* _____

Physician Last Name* _____

Street Address*
of the physician's practice _____

City* _____

St, Zip* _____

Telephone Number
of the physician's practice _____

Group Name: _____

CA License _____

I agree to this Predesignation:

Physician Signature _____

Date of Acceptance _____

The physician is not required to sign this form, however, if the physician or designated employee of the physician does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

© Sedgwick 2020 LG v.1

WHERE TO FIND FORMS AND INFORMATION

CA State Disability:	edd.ca.gov/disability
To Report Child Abuse:	oag.ca.gov/childabuse/forms
Pre-designation of Personal Physician Form:	dir.ca.gov/dwc