

AGREEMENT

Between the

BOARD OF EDUCATION

of the

TORRANCE UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,

TORRANCE CHAPTER 845

JULY 1, 2018

through

JUNE 30, 2021

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	RECOGNITION/SCOPE	1
2	DEFINITIONS	1
3	ORGANIZATION RIGHTS	4
4	MANAGEMENT RIGHTS	7
5	NON-DISCRIMINATION	7
6	DUES AND ORGANIZATIONAL SECURITY	8
7	CALENDAR/HOURS AND OVERTIME	10
8	PAYMENTS AND ALLOWANCES	14
9	TOOLS AND SAFETY	15
10	REIMBURSEMENT FOR EMPLOYEE PROPERTY	15
11	EVALUATION	16
12	HEALTH AND WELFARE BENEFITS	17
13	HOLIDAYS	18
14	VACATION	19
15	LEAVES	20
16	TRANSFER AND ADMINISTRATIVE ASSIGNMENT	31
17	EMPLOYEE RIGHTS	32
18	LAYOFF AND REEMPLOYMENT PROCEDURES	33
19	GRIEVANCE	38
20	PROMOTION	42
21	SEVERABILITY	42
22	NEGOTIATION PROCEDURE	42
23	ADULT EDUCATION PROVISIONS	43
24	EFFECTS OF AGREEMENT AND ZIPPER CLAUSE	46
25	DURATION	47
APPENDICES		
A	BARGAINING UNIT SALARY SCHEDULE/CLASSIFICATIONS	
B	TUSD UNIFORM COMPLAINT PROCEDURES	
C	TUSD CIVILITY PROCEDURES	
D	2018/2019 CALENDAR (future calendars to be established)	
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	
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

ORGANIZATION 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.
 - 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 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 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:

- a. CSEA shall assign a designee to 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.
- b. CSEA shall work with the Site Administrator to conduct its New Employee Orientation during break or lunch periods, or mutually acceptable times. **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 to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 6.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.
- 6.3 The DISTRICT and CSEA intend to implement the provisions of Government Code Section 3546 as set out in this Agreement effective the first day following ratification of this Agreement.
- 6.3.1 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees directly to CSEA or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.
- 6.4 No bargaining unit member shall be obligated to join and pay membership dues or service fees to CSEA until the first of the month following sixty (60) calendar days after the bargaining unit member first comes into the bargaining unit.
- 6.4.1 Those unit members in the bargaining unit at the time of the ratification shall be obligated to join and pay membership dues or pay a service fee within sixty (60) days of the date of the ratification.
- 6.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
- a. American Cancer Society
 - b. American Heart Association
 - c. American Red Cross
 - d. Torrance Education Foundation
- 6.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit

member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

6.6 DUES AND SERVICE FEE DEDUCTIONS

- 6.6.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the DISTRICT for unit members in the bargaining unit.
- 6.6.2 The DISTRICT shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the DISTRICT. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.
- 6.6.3 The DISTRICT shall, without charge, pay to CSEA within thirty (30) days of the deduction all sums so deducted, except that the DISTRICT shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.
- 6.6.4 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.
- 6.6.5 Nothing contained herein shall prohibit a bargaining unit member from paying service fees or membership dues directly to CSEA. Any unit member exercising this option shall be required to pay the annual amount in advance.
- 6.6.6 The DISTRICT shall notify the CSEA Chapter 845 Treasurer or Chapter 845 President if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 6.6.7 The DISTRICT shall deduct and pay to CSEA service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the DISTRICT that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

6.7 MISCELLANEOUS

- 6.7.1 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee

payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

- 6.7.2 CSEA agrees to reimburse the DISTRICT, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof.
- 6.7.3 CSEA agrees to reimburse the DISTRICT, its officer and agents for any award or compromise of damages or liability arising out of any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the DISTRICT has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- 6.7.4 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 7

CALENDAR/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. (Appendix D).
- 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 employee, accepting such assignment, shall be assigned fixed, regular and minimum number of hours. The employee'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 employee(s) hours, such decision and/or impacts of the decision shall be subject to negotiations with CSEA.
 - 7.2.1 Any Behavior Analyst on their probationary period and/or before their fourth (4th) year of service who does work during the TUSD Winter and/or Spring Break, of the given year, shall not work in excess of their earned vacation time for the given year. Any day that a Behavior Analyst works during this time will be charged against that employee's earned vacation time.

Additionally, if a Behavior Analyst on their probationary period and/or before their fourth (4th) year of service decides not to work during the TUSD Winter and/or Spring Break they must still comply with Article 14.1.2.

- 7.3 Employees in the bargaining unit who are assigned to work an 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.
 - 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 Instructional Assistants and Adult Education Instructional Assistants shall be by seniority; date of hire within the classification.
 - 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 an employee serves longer than five (5) days in a higher classification within a fifteen (15)-calendar-day period on a temporary basis for another employee, the employee shall receive the rate of pay for the higher classification as prescribed in Education Code Section 45110.
- 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 Outside of negotiations, TUSD will provide two (2) days of professional staff development for CSEA 845 during the 2015-16 school year, the first will be October 13, 2015 and the second will be April 29, 2016.

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 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.

- 8.2 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 CSEA 845 is guaranteed the highest settlement once all TUSD bargaining units are settled. The retroactive pay, back to July 1, 2014 at highest percentage is paid once all bargaining units have settled.

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.

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 lack of supervision 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 \$400 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 on or before the unit member's anniversary date unless the immediate supervisor determines it unnecessary, but no less than every other year. 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 \$848 tenthly for full time employees, effective October 1, 2006.
- 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.

12.2 When an employee 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. Employees must file a "Claim for State Disability Insurance Benefits" within 49 days of the first day of their disability to avoid losing benefits. (see Appendix for more information.)

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
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.

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 An employee 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 Bargaining 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 submitted in writing to the staff assistant or appropriate person, at least two (2) weeks before the end of the pay period for that month.
- 14.1.2.2 ESY unit members may use their accrued vacation time during ESY for calendared, non-student and non-work days.
- 14.1.3 Accumulated vacation time for twelve (12) month employees 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 Immediate family referred to throughout this Article shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; the spouse; son, son-in-law; daughter, daughter-in-law; brother or sister of the employee or the spouse; step-child or step-parent of the employee; foster child; any person who has served as a foster parent or legal guardian to the employee; or registered domestic partner; or any relative living in the immediate household of the employee. Under extenuating circumstances, the District may approve persons other than those listed herein.

15.2 LEAVE OF ABSENCE WITHOUT PAY

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 Leave of absence without pay shall be granted for any of the following reasons:

- 15.2.3.1 Attending school or college to the trained to improve the quality of service or prepare for promotion. Evidence of enrollment must be supplied.
- 15.2.3.2 After sick leave benefits have been depleted, a health leave shall be granted to unit members who are incapacitated by illness or injury in accordance with Education Code 45195. A written statement from the unit member's physician shall be required to establish the leave, and a written clearance shall be required for return to active duty.
- 15.2.3.3 Eligible unit members may take an unpaid leave of absence, under the Federal Family and Medical Leave Act of 1993 (FMLA). This Article shall be subject to the Federal law requirements under FMLA in lieu of the grievance procedure. (Appendix F)
- 15.2.3.4 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 an employee'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.

- 15.3 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 leave of absence shall be eligible for reassignment within the classification.
- 15.4 Pregnancy disability leave shall be granted for a maximum of twelve (12) months upon written request.
 - 15.4.1 A statement from the employee'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 employee is pregnant.

- 15.4.2 Should the employee'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 employee.
- 15.4.3 Classified employees 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 employees on pregnancy disability leave.
- 15.4.4 Sick leave pay during pregnancy disability leave shall be in accordance with Section 15.6 of this Article.

15.5 MILITARY LEAVE

The Board of Education shall grant a leave of absence to any employee 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 employee.

- 15.5.1 In the case of probationary employees, military leave shall not alter the probationary status of the employee, but such absence shall not be construed as a break in the continuity of the service of such employee.
- 15.5.2 An employee, 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).
- 15.5.3 Within 180 days after the honorable discharge of such employee from the armed forces of the United States of America, the employee shall be entitled to return to the position held by the employee at the time of the employee's entrance into the military service at the salary to which the employee would have been entitled had the employee continued in the services of the District.
- 15.5.4 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.

15.6 SICK LEAVE – GENERAL PROVISIONS

Every regular employee 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 employee must be in paid status for fifty percent (50%) or more of the workdays during the month.

- 15.6.1 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.
- 15.6.2 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 purposed which require specialized treatment for themselves.
- 15.6.3 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.
- 15.6.4 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.
- 15.6.5 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.
- 15.6.6 A Classified Leave Request absence form provided by the District shall be completed by each unit member requesting a leave.
- 15.6.7 A probationary unit member may not use more that 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.
- 15.6.8 At the beginning of the school year, the sick leave account of the permanent employee shall be increase by the number of days of paid sick leave which would normally be earned in the ensuing school year (for twelve (12) month employees, their account will be credited in July).
- 15.6.9 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.
- 15.6.10 An employee 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 employee.

15.7 EXTENDED ILLNESS BENEFITS

When a regular employee has exhausted all accrued and advance 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.

- 15.7.1 At the option of the employee, unit members may also use any accrued vacation pay in lieu of half pay illness.
- 15.7.2 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.
- 15.7.3 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.

15.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Employees 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.

- 15.8.1 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.
- 15.8.2 Payment for wages lost on any day shall not, when added to an award granted employees under compensation laws, exceed the normal wage for the day.

Employees shall endorse the District wage-loss benefit checks received under the compensation laws.
- 15.8.3 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.

- 15.8.4 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.

15.8.4.1 The District reserves the right to secure proof of industrial illness or injury to an employee.

- 15.8.5 Any time an employee 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.

- 15.8.6 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.

- 15.8.7 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.

15.9 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 employees because of the death of any member of the immediate family or any relative living in the immediate household of the employees.

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

- 15.9.2 Any additional days requested beyond those provided by this Agreement must be handled through the provisions of Section 15.10, Personal Necessity Leave, of this Agreement.

15.10 PERSONAL NECESSITY LEAVE

A permanent employee, at their election may use up to seven (7) days of sick leave (providing that sick leave is available) in any instructional year in cases of personal necessity, including any of the following:

- 15.10.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in the bereavement section of the Agreement. Member of the immediate family are determined in Subsection 15.9.2 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.
- 15.10.2 Attendance at the funeral of a close relative or friend not living in the immediate household.
- 15.10.3 An accident involving the employee's property or property of a member of the employee's family. Such accident must:
 - a. be serious in nature;
 - b. involve circumstances employees cannot reasonably be expected to disregard; and
 - c. require the attention of employees during their assigned hours of services.
- 15.10.4 An illness or problem of a member of the employee's immediate household as defined in Item (a) of Subsection 15.10.3 above, serious in nature, which, under the circumstances, employees cannot reasonably be expected to disregard and which requires the attention of employees during their assigned hours of services.
- 15.10.5 Imminent danger to the homes of employees occasioned by a factor such as flood or fire, serious in nature, which, under the circumstances, employees cannot reasonably be expected to disregard and which requires the attention of employees during their assigned hours of services.
- 15.10.6 The birth of child making it necessary for a member of the immediate family as defined in Section 15.9.2 to be absent from his/her position during the assigned hours of service.
- 15.10.7 Appearance in court as a litigant.
- 15.10.8 For the observance of religious holidays.
- 15.10.9 To participate in the activities of the school or child care facility (licensed day care and Kindergarten through 12 grade) of any child of which the employee is

the parent, guardian or custodial grandparent provided by Section 230.8 of the Labor Code.

15.10.10 Up to three (3) of the seven (7) days may be used for reasons not specified above in 15.10. The unit member shall not be required to give reasons for use of such days.

15.10.11 When advance permission is required, a unit member shall secure the advance permission of his or her immediate supervisor on the prescribed form provided.

15.11 JURY DUTY

The District shall grant a leave of absence to an employee who is in a position not requiring certification qualifications and who is called for jury duty in the manner provided bylaw. 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.

15.11.1 The leave shall be granted with pay up to the amount of difference between the employees' regular earnings and any amount the employee receives as jurors' fees.

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

15.11.3 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.

15.11.4 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.

15.12 SUBPOENA LEAVE

Leave of absence to serve as witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness other than 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.

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

- 15.12.2 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.
- 15.12.3 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 absence.

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 employee or (the number of assigned work hours per day X 10) for a part-time employee. 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 15.7 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 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 Bargaining 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. 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 to require a Tier II paraeducator, the Tier I paraeducator shall be designated as a Tier II paraeducator to provide services to the student for the remainder of the school year when the immediate supervisor deems the Tier I paraeducator to have the appropriate skill set and/or there are no other qualified/available Tier II paraeducators to provide service to meet the student's needs.

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 in 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 will give a unit member no less than sixty (60) calendar days notice prior to the effective date of their layoff. Such notices 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, 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 1 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 1 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 CSEA, Chapter 845, shall present its initial proposal to the Board of Education in a public meeting no later than the second regular meeting of the Board in March of the calendar year in which this Agreement expires. The Board shall hold a public meeting no later than the second meeting in April for public input; and, at the first Board meeting in May, the Board shall present its initial response to the CSEA, Chapter 845, proposal. Before the Board takes action on a negotiated agreement, disclosure will be made at a public meeting of the major provisions of the agreement, including the costs that would

be incurred by the District under the agreement for the current and subsequent fiscal years.

- 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, Chapter 845, 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 It is agreed that the term of the **2018-2021** Contract between the California School Employees Association (CSEA), Torrance Chapter 845 and the Torrance Unified School District, which is incorporated by this reference, will be July 1, **2018**, to and including June 30, **2021**.
- 22.9 Effective February 1 of the contract years **2019-2020** and **2020-2021** 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 or 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 days 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

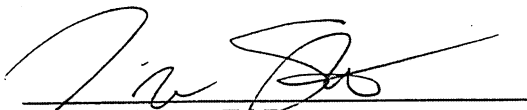
- 24.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the District policies and procedures and State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such policies and procedures shall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

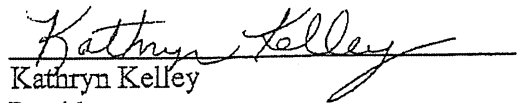
DURATION

- 25.1 Length of Agreement: This Agreement shall become effective on July 1, 2018, and shall continue in effect to and including June 30, 2021, and shall automatically remain in effect for each succeeding twelve (12) months, or until completion of a binding written Agreement by the parties, which shall supersede this Agreement.

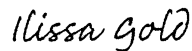
Signed and entered into this 11th day of March, 2019.



Dr. Tim Stowe, Ed.D.
Deputy Superintendent
Administrative Services
Torrance Unified School District



Kathryn Kelley
President
California School Employees Association
Torrance Chapter 845



Ilissa Gold
Labor Relations Representative
California School Employees Association

SALARY SCHEDULE**AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C****2018 - 2019****(Hourly and Monthly Salary Rates)**

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
	A4	2651.00	2779.00	2922.00	3067.00	3220.00	904
Instructional Assistant, Instructional Assistant Computer		(15.29)	(16.03)	(16.86)	(17.69)	(18.58)	
Lab, Adult Education Instructional Assistant, Child	10	2718.34	2846.34	2989.34	3134.34	3287.34	604
Development Program Assistant-Tier II, Adult		(15.68)	(16.42)	(17.25)	(18.08)	(18.97)	
Education Child Development Program Assistant-Tier	15	2788.72	2916.72	3059.72	3204.72	3357.72	704
II, and Child Development Enrollment Clerk I		(16.09)	(16.83)	(17.65)	(18.49)	(19.37)	
	20	2926.39	3054.39	3197.39	3342.39	3495.39	804
		(16.88)	(17.62)	(18.45)	(19.28)	(20.17)	
Paraeducator - Tier 1 (Monthly)	A5	2714.00	2847.00	2993.00	3144.00	3298.00	905
Adult Education - Instructional Assistant -		(15.66)	(16.43)	(17.27)	(18.14)	(19.03)	
Allied Health Occupational Clusters (Hourly)	10	2781.34	2914.34	3060.34	3211.34	3365.34	605
		(16.05)	(16.81)	(17.66)	(18.53)	(19.42)	
	15	2851.72	2984.72	3130.72	3281.72	3435.72	705
		(16.45)	(17.22)	(18.06)	(18.93)	(19.82)	
	20	2989.39	3122.39	3268.39	3419.39	3573.39	805
		(17.25)	(18.01)	(18.86)	(19.73)	(20.62)	
Child Development Program Assistant - Tier I	A9	2264.00	2374.00	2491.00	2625.00	2750.00	909
Adult Education Child Development Program		(13.06)	(13.70)	(14.37)	(15.14)	(15.87)	
Assistant - Tier I	10	2331.34	2441.34	2558.34	2692.34	2817.34	609
		(13.45)	(14.08)	(14.76)	(15.53)	(16.25)	
	15	2401.72	2511.72	2628.72	2762.72	2887.72	709
		(13.86)	(14.49)	(15.17)	(15.94)	(16.66)	
	20	2539.39	2649.39	2766.39	2900.39	3025.39	809
		(14.65)	(15.28)	(15.96)	(16.73)	(17.45)	
Paraeducator - Tier II (Monthly)	A11	3249.00	3415.00	3584.00	3764.00	3952.00	911
		(18.74)	(19.70)	(20.68)	(21.72)	(22.80)	
	10	3316.34	3482.34	3651.34	3831.34	4019.34	611
		(19.13)	(20.09)	(21.07)	(22.10)	(23.19)	
	15	3386.72	3552.72	3721.72	3901.72	4089.72	711
		(19.54)	(20.50)	(21.47)	(22.51)	(23.59)	
	20	3524.39	3690.39	3859.39	4039.39	4227.39	811
		(20.33)	(21.29)	(22.27)	(23.30)	(24.39)	
Paraeducator - Tier II (Monthly)	A12	3412.00	3587.00	3763.00	3953.00	4150.00	912
with 5% LACOE Placement Stipend		(19.68)	(20.69)	(21.71)	(22.81)	(23.94)	
	10	3479.34	3654.34	3830.34	4020.34	4217.34	612
		(20.07)	(21.08)	(22.10)	(23.19)	(24.33)	
	15	3549.72	3724.72	3900.72	4090.72	4287.72	712
		(20.48)	(21.49)	(22.50)	(23.60)	(24.74)	
	20	3687.39	3862.39	4038.39	4228.39	4425.39	812
		(21.27)	(22.28)	(23.30)	(24.39)	(25.53)	

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES

BARGAINING UNIT C

2018 - 2019

(Hourly and Monthly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY	1	2	3	4	5	
Child Development Instructor	A13	3064.00	3223.00	3381.00	3550.00	3728.00	913
Child Development Enrollment Clerk II		(17.68)	(18.59)	(19.51)	(20.48)	(21.51)	
	10	3131.34	3290.34	3448.34	3617.34	3795.34	613
		(18.07)	(18.98)	(19.89)	(20.87)	(21.90)	
	15	3201.72	3360.72	3518.72	3687.72	3865.72	713
		(18.47)	(19.39)	(20.30)	(21.28)	(22.30)	
	20	3339.39	3498.39	3656.39	3825.39	4003.39	813
		(19.27)	(20.18)	(21.09)	(22.07)	(23.10)	
Language Assessment Proctor Tier II (Monthly)	A17	3499.00	3673.00	3858.00	4051.00	4254.00	917
Paraeducator - Tier II (Monthly)		(20.19)	(21.19)	(22.26)	(23.37)	(24.54)	
with 7.5% Special Skill Stipend	10	3566.34	3740.34	3925.34	4118.34	4321.34	617
		(20.58)	(21.58)	(22.65)	(23.76)	(24.93)	
	15	3636.72	3810.72	3995.72	4188.72	4391.72	717
		(20.98)	(21.98)	(23.05)	(24.17)	(25.34)	
	20	3774.39	3948.39	4133.39	4326.39	4529.39	817
		(21.78)	(22.78)	(23.85)	(24.96)	(26.13)	
Pre-Employment Technician	A18	3587.00	3763.00	3953.00	4152.00	4359.00	918
		(20.69)	(21.71)	(22.81)	(23.95)	(25.15)	
	10	3654.34	3830.34	4020.34	4219.34	4426.34	618
		(21.08)	(22.10)	(23.19)	(24.34)	(25.54)	
	15	3724.72	3900.72	4090.72	4289.72	4496.72	718
		(21.49)	(22.50)	(23.60)	(24.75)	(25.94)	
	20	3862.39	4038.39	4228.39	4427.39	4634.39	818
		(22.28)	(23.30)	(24.39)	(25.54)	(26.74)	
Paraeducator - Health Care	A19	3676.00	3857.00	4052.00	4256.00	4468.00	919
		(21.21)	(22.25)	(23.38)	(24.55)	(25.78)	
	10	3743.34	3924.34	4119.34	4323.34	4535.34	619
		(21.60)	(22.64)	(23.77)	(24.94)	(26.17)	
	15	3813.72	3994.72	4189.72	4393.72	4605.72	719
		(22.00)	(23.05)	(24.17)	(25.35)	(26.57)	
	20	3951.39	4132.39	4327.39	4531.39	4743.39	819
		(22.80)	(23.84)	(24.97)	(26.14)	(27.37)	
Educational Assistant - Special Education ASSISTT (Autism Spectrum Services and Inclusion Support Torrance Team (Monthly)	A20	4062.00	4266.00	4476.00	4704.00	4937.00	920
		(23.43)	(24.61)	(25.82)	(27.14)	(28.48)	
	10	4129.34	4333.34	4543.34	4771.34	5004.34	620
		(23.82)	(25.00)	(26.21)	(27.53)	(28.87)	
	15	4199.72	4403.72	4613.72	4841.72	5074.72	720
		(24.23)	(25.41)	(26.62)	(27.93)	(29.28)	
	20	4337.39	4541.39	4751.39	4979.39	5212.39	820
		(25.02)	(26.20)	(27.41)	(28.73)	(30.07)	

SALARY SCHEDULE

AIDE/INSTRUCTIONAL ASSISTANT/PARAPROFESSIONAL EMPLOYEES
BARGAINING UNIT C

2018 - 2019

(Hourly and Monthly Salary Rates)

CLASSIFICATION	RANGE /LONGEVITY						
		1	2	3	4	5	
Job Developer	A24	4484.00 (25.87)	4711.00 (27.18)	4937.00 (28.48)	5190.00 (29.94)	5450.00 (31.44)	924
	10	4551.34 (26.26)	4778.34 (27.57)	5004.34 (28.87)	5257.34 (30.33)	5517.34 (31.83)	624
	15	4621.72 (26.66)	4848.72 (27.97)	5074.72 (29.28)	5327.72 (30.74)	5587.72 (32.24)	724
	20	4759.39 (27.46)	4986.39 (28.77)	5212.39 (30.07)	5465.39 (31.53)	5725.39 (33.03)	824

ANNIVERSARY INCREMENTS

STEP 10	\$67.34
STEP 15	\$137.72
STEP 20	\$275.39

BU PE CX / SAL Q / CAL B

Board Amended 09/17/18

Behavior Analyst*	A34	5,887.00	6,181.00	6,490.00	6,815.00	7,156.00	934
		(33.96)	(35.66)	(37.44)	(39.32)	(41.28)	
	10	6,063.61	6,366.43	6,684.70	7,019.45	7,370.68	634
		(34.98)	(36.73)	(38.57)	(40.50)	(42.52)	
	15	6,196.07	6,505.50	6,830.73	7,172.79	7,531.69	734
		(35.75)	(37.53)	(39.41)	(41.38)	(43.45)	
	20	6,372.68	6,690.93	7,025.43	7,377.24	7,746.37	834
		(36.77)	(38.60)	(40.53)	(42.56)	(44.69)	
Occupational Therapist	A40	6,827.00	7,171.00	7,528.00	7,907.00	8,295.00	940
		(39.39)	(41.37)	(43.43)	(45.62)	(47.86)	
	10	7,031.81	7,386.13	7,753.84	8,144.21	8,543.85	640
		(40.57)	(42.61)	(44.73)	(46.99)	(49.29)	
	15	7,185.42	7,547.48	7,923.22	8,322.12	8,730.49	740
		(41.45)	(43.54)	(45.71)	(48.01)	(50.37)	
	20	7,390.23	7,762.61	8,149.06	8,559.33	8,979.34	840
		(42.64)	(44.78)	(47.01)	(49.38)	(51.80)	

ANNIVERSARY INCREMENTS

STEP 10	3.00%
STEP 15	5.25%
STEP 20	8.25%

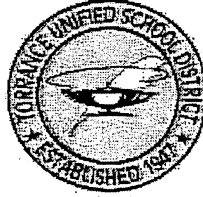
\$1,310.15 per year will be paid for an Ed.D., Ph.D., J.D. or D.D.S. earned from an accredited institution, dependent upon relevance to the current assignment.

\$932.00* 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: 01/22/19

APPENDIX "B"



Book	Board Policies
Section	1000: Community Relations
Title	Uniform Complaint Procedures
Code	BP 1312.3
Status	Active
Adopted	May 19, 2003
Last Revised	May 21, 2018

BP 1312.3

UNIFORM COMPLAINT PROCEDURES

The Board of Education recognizes the District's primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The Board of Education encourages the early, informal resolution of complaints whenever possible and appropriate. __

For the purposes of this policy and the associated administrative regulation, conduct constituting "harassment", "intimidation", or "bullying" is conduct that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of another by creating an intimidating or hostile educational environment.

To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's Uniform Complaint Procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in District programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed and infant child, or address other breastfeeding-related needs of the student (education Code 222)

4. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5CCR 4610)

5. Any complaint alleging District noncompliance with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP). (Education Code 52075)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the District after his/her second year of high school, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

8. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

9. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

11. Any other complaint as specified in a District policy

Non-UCP Complaints

The following complaints are examples that shall not be subject to the District's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)
5. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.
6. When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall resolve the UCP-related allegation(s) through the District's UCP.

No Retaliation

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 5125 – Student Records)

(cf. 9011 – Disclosure of Confidential/Privileged Information)

Informal Resolution

The Board of Education encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

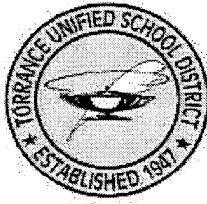
Policy

adopted: May 19, 2003

revised: December 13, 2004; June 5, 2006; September 7, 2010; 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

TORRANCE UNIFIED SCHOOL DISTRICT

Torrance, California



Book	Administrative Rules
Section	1000: Community Relations
Title	Uniform Complaint Procedures
Code	AR 1312.3
Status	Active
Adopted	May 19, 2003
Last Revised	May 21, 2018

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Introduction

Except as the Board of Education may otherwise specifically provide in other District policies, these Uniform Complaint Procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

Compliance Officers

The District designates the following lead compliance officer to receive and coordinate the investigation of complaints and ensure District compliance with law:

Senior Director – Human Resources
2335 Plaza Del Amo
Torrance, CA 90501
(310) 972-6071

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

The lead 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 if another compliance officer is designated to investigate the complaint.

In no instance shall a compliance officer be designated to investigate a complaint if he/she is mentioned in the complaint, has a bias, or has a conflict of interest that would prohibit him/her from fairly investigating the complaint. Any complaint filed against or implicating a compliance officer shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. 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, if possible, one or more of the interim measures. The interim measures may 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 Uniform Complaint Procedures (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)

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall annually provide written notification of the District's uniform complaint procedures including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students to students, employees, parents/guardians, the District advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the District web site and, if available, provided through district-supported social media.

All students and parents/guardians, including students and parents/guardians with limited English proficiency, shall 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 policy, regulation, forms, and notices concerning the UCP 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.

The notice shall:

1. Identify the person(s), position, or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable.
3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The District is primarily responsible to ensure compliance with applicable state and federal laws and regulations governing educational programs
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation, or bullying. 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
 - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint.
 - e. If a complaint is not filed in writing but the District receives notice of any allegation that is subject to the UCP, the District shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances. If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the District will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities.
- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the District liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the District and another district.
- i. A foster youth, homeless student, or former juvenile court school student who transfers into a District high school or between District high schools shall be notified of the District's responsibility to:
 - 1. Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed.
 - 2. Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency.
 - 3. If the student has completed his/her second year of high school before the transfer, provide the student information about District-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the District's decision to the California Department of Education (CDE) by filing a written appeal within 15 calendar days of receiving the District's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the District's decision.
- k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the District's decision.
- l. Copies of the District's uniform complaint procedures are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the District's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the District shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Step 1: Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a date stamp and code number.

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 him/her in the filing of the complaint. (5 CCR 4600)

All complaints shall be filed in accordance with the following:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay 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. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged 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)
4. When a complaint alleging unlawful discrimination (such as discriminatory 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.
5. When the complainant of unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) or the alleged victim requests confidentiality, the compliance officer shall inform him/her 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 will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. 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 make the mediator a party to related 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 his/her 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 the mediation is successful and the complaint is withdrawn, then the District shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the District shall then continue with subsequent steps specified in this administrative regulation. (5 CCR 4631)

Step 2: Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer or designee shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

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, or his/her failure or refusal to cooperate in the investigation, or his/her engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of lack of evidence to support the allegations. (5 CCR 4631) Similarly, a respondent's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may

result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631(d))

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

In accordance with law, the District shall provide the investigator with access to records and/or other information related to the allegation in the complaint and shall not in any way obstruct the investigation. (5 CCR 4631)

The compliance officer or designee shall apply a “preponderance of the evidence” standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Step 3: Report of Findings

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report of the District's investigation and decision, as described in Step 4 below, “Final Written Decision,” within 60 days of the District's receipt of the complaint. (5 CCR 4631)

Step 4: Final Written Decision

The District's decision on how it will resolve the complaint shall be in writing and sent to the complainant and respondent. (5 CCR 4631)

In consultation with legal counsel, information about the relevant part of a decision may be communicated to other parties as appropriate.

The District's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision should include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered)
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the District's decision within 15 calendar days to the California Department of Education and the procedures to be followed for initiating such an appeal

In addition, any decision concerning a retaliation, discrimination, harassment, intimidation or bullying complaint based on state law shall include a notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

Corrective Action

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.

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that corrective action was taken and that the student or employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges 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 through regulations adopted by the state board. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, such remedies, where applicable, shall include reasonable efforts to ensure full reimbursement to affected students and parents/guardians. The District will, in good faith, engage in reasonable efforts to identify and fully reimburse all pupils, parents, and guardians who paid a pupil fee within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the CDE within 15 calendar days of receiving the District's decision. (Education Code 49013, 52075; 5 CCR 4632.)

When appealing to the CDE, the complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. A copy of the locally filed complaint, and a copy of the District's decision shall accompany the appeal. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the District's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision
4. 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
5. A report of any action taken to resolve the complaint
6. A copy of the District's uniform complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR 4650 exists, including cases in which the District has not taken action within 60 days of the date of the complaint was filed with the District.

Civil Law Remedies

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the District's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days 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.

Regulation

approved: May 19, 2003

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

TORRANCE UNIFIED SCHOOL DISTRICT

Torrance, California

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

Human Resources Department

July 2018

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 Senior Director – Human Resources.

Human Resources Department
July 2018

Torrance Unified School District 2018-19 School Year Calendar

AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F		
		1	2	3			^a	^a #	#	:	7			1	2	3	4	5									3	4	5	6	7			
6	7	8	9	10			10	11	12	13	14			#	#	9	10	11	12							10	11	12	13	14				
13	14	15	16	17			17	18	19	20	21			15	16	17	18	19								17	18	19	20	21				
20	21	22	23	24			24	25	26	27	28			22	23	24	25	26								24	25	26	27	28				
27	28	29	30	31										29	30	31																		
JANUARY							FEBRUARY							MARCH							APRIL							MAY						
M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F		
	^a	X	X	X	X	4					1								1			1	2	3	4	5				1	2	3		
	1	2	3	4																	X	X	X	X	X									
7	8	9	10	11			4	5	6	7	8			4	5	6	7	8			15	16	17	18	19		6	7	8	9	10			
14	15	16	17	18			^a	11	12	13	14	15			11	12	13	14	15			15	16	17	18	19		13	14	15	16	17		
^a	21	22	23	24	25		^a	18	19	20	21	22			18	19	20	21	22			22	23	24	25	26		20	21	22	23	24		
28	29	30	31				25	26	27	28				25	26	27	28	29			29	30					^a	27	28	29	30	31		
JUNE							JULY							AUGUST							SEPTEMBER							OCTOBER						
M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F			M	T	W	TH	F		
3	4	5	6	7																														
10	11	12	13	14																														
17	18	19	20	21																														
24	25	26	27	28																														
HOLIDAYS							HOLIDAYS PER EDUCATION CODE §37220							HOLIDAYS PER EDUCATION CODE §37220							HOLIDAYS PER EDUCATION CODE §37220							HOLIDAYS PER EDUCATION CODE §37220						
HOLIDAY							DATE IN 2018/19							DATE IN 2018/19							DATE IN 2018/19							DATE IN 2018/19						
HOLIDAY							DAY OF WEEK							DAY OF WEEK							DAY OF WEEK							DAY OF WEEK						
*Independence Day			July 4				Wednesday							July 4													July 4							
*Labor Day			September 3				Monday							1 st Monday in September													1 st Monday in September							
*Veteran's Day			November 12				Monday							4 th Thursday in November													4 th Thursday in November							
*Thanksgiving Day			November 22				Thursday							4 th Friday in November													4 th Friday in November							
*Thanksgiving Holiday			November 23				Friday							December 24													December 24							
*Christmas Eve			December 24				Monday							December 25													December 25							
*Christmas Day			December 25				Tuesday							December 31													December 31							
*New Year's Eve			December 31				Monday							January 1													January 1							
*New Year's Day			January 1				Tuesday							January 1													January 1							
*M.L. King Jr. Day			January 21				Monday							3 rd Monday in January													3 rd Monday in January							
*Lincoln Day			February 11				Monday							February 12													February 12							
*President's Day			February 18				Monday							3 rd Monday in February													3 rd Monday in February							
*Memorial Day			May 27				Monday							Last Monday in May													Last Monday in May							

APPENDIX "E"
**TORRANCE UNIFIED SCHOOL
DISTRICT**

EVALUATION REPORT FOR CLASSIFIED PERSONNEL

Name _____

Position _____

Date Sent _____

Date Due _____

_____ Permanent Employee

_____ Probationary Employee

_____ 3rd Month

_____ 5th Month

Proficient	Need Improvement	Unsatisfactory	<u>EVALUATION SCALE</u>
			<u>PROFICIENT</u> – Adept – implies thorough competence derived from training and practice. <u>NEEDS IMPROVEMENT</u> – Problem area(s) have been established for improving performance. <u>UNSATISFACTORY</u> – A level of service not considered acceptable for continued employment in the district.
			<u>WORK SKILLS</u> Comments: _____ Knowledge of job Organization Quality of Work Quantity of work in allotted time Care of equipment
			<u>WORK HABITS</u> Comments: _____ Follows rules and directions Responsibility Neatness Punctuality
			<u>PERSONAL CHARACTERISTICS</u> Comments: _____ Cooperation Attendance Appearance Relationship with others Judgment in performance of duties Dependability
			<u>SUPERVISORY ABILITY (For Supervisors)</u> Comments: _____ Planning and organizing Judgment in decision-making Training and instructing Evaluation subordinates Operational economy

OVERALL PERFORMANCE

Proficient _____

Needs Improvement _____

Unsatisfactory _____

SUMMARY STATEMENT:

RECOMMENDATION BY RATER (Check One)

_____ Retain in a probationary status

_____ Grant permanent status

_____ Grant continued employment

_____ Recommend termination

Signature of Employee

Signature of Immediate Supervisor

Signature of Reviewer

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 Division.

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 Division. (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 Division 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.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

The Family and Medical Leave Act of 1993

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), **and**
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year **and** who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

1. work for a covered employer;
2. have worked for the employer for a total of 12 months*;
3. have worked at least 1,250 hours over the previous 12 months*; and
4. work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

* See special rules for returning reservists under USERRA.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; **or**
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees **or** employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:

- treatment two or more times by or under the supervision of a health care provider; **or**
- one treatment by a health care provider with a continuing regimen of treatment; **or**

(2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; **or**

(3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**

(4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**

(5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; **or**
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; **or**
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
- Any health care provider recognized by the employer or the employer's group health plan
- benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid **"key"** employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; **and**
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "**key**" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; **and**
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to **employees of local education agencies**. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information, please contact the nearest office of the **Wage and Hour Division**, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

APPENDIX "G"

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:

\_\_\_\_\_  
Senior Director – Human Resources' Signature Date

**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.**

|                              |                          |
|------------------------------|--------------------------|
| _____<br>(Please Print Name) | _____<br>(Work Location) |
| _____<br>Signature           | _____<br>Date            |

|                                             |       |             |                 |
|---------------------------------------------|-------|-------------|-----------------|
| Payroll verification of current sick leave: | _____ | hours as of | _____<br>(date) |
| Verification of Transfer:                   | _____ | hours as of | _____<br>(date) |
| Balance of accumulated sick leave:          | _____ | hours as of | _____<br>(date) |
| Verified by                                 | _____ |             |                 |

All employees must maintain a minimum balance of accumulated sick leave at a minimum of ten days (based on the unit members assigned work hours) as per the "Rules and Procedures" for Catastrophic Leave except for retiring bargain unit members who may donate up to their full amount of accrued sick leave.

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

**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

APPENDIX "I"

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 Senior Director- Human 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 (DI) Claim by Mail

To file a DI claim by mail, complete and submit a *Claim for Disability Insurance (DI) Benefits* (DE 2501). Follow the steps below to properly submit a DI claim by mail.

### 1. Obtain a Paper Claim Form

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

- Visiting Online Forms and Publications and ordering a form online to have it mailed to you.
- Obtaining the form from your physician/practitioner or employer.
- Visiting an SDI Office.
- Calling 1-800-480-3287.

### 2. Gather Required Information

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

- First and last name.
- Social Security number.
- California Driver License number.
- Most current employer's business name, phone number, and mailing address (as stated on your W-2 or paystub).
- Last date you worked your regular duties and hours or date you began working at less than full duty or modified duty.

Provide the information below **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 applicable.
- If you receive in-patient treatment at an alcoholic recovery home or drug-free facility, provide the name, address, and phone number of the home or facility.

### 3. Complete Part A: Claimant's Statement

Complete Part A - Claimant's Statement (pages 1-4), of the DE 2501 form. Be sure to write clearly in the spaces provided, use black ink only, and make sure you sign the form.

**Note:** Do not complete any portion of Part B – Physician/Practitioner's Certificate of the DE 2501 form.

#### **Important:**

- **When to submit a claim:** Submit your claim no earlier than nine days after the first day your disability begins, but no later than 49 days after your disability begins or you may lose benefits.
- **Duplicate claims:** Do not submit duplicates of the same claim. This will delay claim processing.

### 4. Physician/Practitioner Completes Part B: Medical Certification

After completing Part A, contact your physician/practitioner about completing, signing, and submitting your medical

certification (Part B – Physician/Practitioner’s Certificate, pages 5-7). You are responsible for obtaining a Physician/Practitioner Certification for your disability. Be sure to talk to your physician/practitioner about their process for submitting a DI claim; they do not all follow the same process. Some offices may have you mail in Part B, while others may mail in Part B themselves.

Your physician/practitioner may complete and submit the medical certification on the paper form or through SDI Online. The certification must be submitted no later than 49 days after your disability begins or you may lose benefits.

**Important:**

- If your physician/practitioner wishes to submit Part B – Physician/Practitioner’s Certificate using SDI Online, allow 14 calendar days for the EDD to receive and process your claim.
- After your claim has been received, your physician/practitioner may search for your claim in SDI Online using the last four digits for your Social Security number, last name, and date of birth or claim I.D. and last name.

## 5. Mail in the Completed Claim for Disability Insurance (DI) Benefits (DE 2501)

To submit the claim, mail the completed paper claim form to the EDD in the pre-addressed envelope to:

State of California  
Employment Development Department  
P.O. Box 989777  
West Sacramento, CA 95798-9777

**Important:**

- Make sure to put a stamp on the envelope.
- Mail your claim no earlier than nine days after the first day your disability begins, but no later than 49 days after your disability begins or you may lose benefits.
- For faster processing, use SDI Online to file your claim.
- **Do not** submit duplicates of the same claim. This will delay claim processing.
- A properly completed application will include Part A - Claimant's Statement, and Part B - Physician/Practitioner's Certificate of your DE 2501. Your claim will not be processed until all the required parts of the application are received.
- Please note that your employer will be notified that you have submitted a DI claim. However, your detailed information is confidential and will not be shared with your employer.

For more information, visit Claimant Tutorial and After You File for DI: Claim Processing.

**If you are not eligible for benefits:** A *Notice of Determination* (DE 2517) will be mailed to you. You must meet eligibility requirements in order to receive benefits. To learn more about eligibility requirements, visit *Am I Eligible for DI?* If you are disqualified from receiving benefits, you will receive an *Appeal Form* (DE 1000A) with your disqualification notice. You have the right to appeal any decision, in writing, within 20 days of the mailing date of the disqualification notice. For more information, visit Appeals.

[Contact EDD](#) | [Office Locator](#) | [Forms and Publications](#) | [Online Services](#) | [En Español](#)

[Conditions of Use](#) | [Privacy Policy](#) | [Accessibility](#) | [Site Map](#)

Copyright © 2017 State of California



Select Language

Select Language

Powered by Google Translate

Powered by Google Translate

[View Disclaimer](#)

**Workers' Compensation: Pre-Designation of Personal Physician**

If you have health insurance and are injured on the job you have the right to be treated immediately by your personal physician (M.D. or D.O.), or medical group, if you notify your employer, in writing, prior to the injury. Per Labor Code 4600 to qualify as your pre-designated, personal physician, the physician must agree, in writing, to treat you for a work related injury, must have previously directed your medical care and retains your medical history and records. Your pre-designated physician must be a family practitioner, general practitioner, board certified or board eligible internist, obstetrician-gynecologist or pediatrician. 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 multi-specialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries.

This is an optional form used to notify your employer of your personal physician. You may choose to use another form, as long as you notify your employer, in writing, prior to being injured on the job, and provide written verification your personal physician meets the above requirements and agrees to be pre-designated. Otherwise, you will be treated by one of your employer's designated workers' compensation medical providers.

**Employee's Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

- ☐ I acknowledge receipt of this form and elect not to pre-designate my personal physician at this time. I understand I will receive medical treatment from my employer's medical provider. I understand, at any time in the future, I can change my mind and provide written notification of my personal physician. I understand written notification must be on file prior to an industrial injury.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**OR**

- ☐ If I am injured on the job, I wish to be treated by my personal physician. This physician is my personal primary care physician and has previously directed my medical care and retains my medical history and records:

**Personal Physician / Medical Group Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name of Insurance Company, Plan or Fund providing health coverage for non-occupational injuries or illnesses:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

=====

*A Personal Physician must be willing to be pre-designated and treat you for a workers' compensation injury.*

**Your physician must complete the remainder of this form and return it to your employer.**

**PERSONAL PHYSICIAN ACKNOWLEDGEMENT**

Per Labor Code 4600 to qualify you must meet the criteria outlined above. You are not required to sign this form, however, if you or your designated employee, does not sign, other documentation of the physicians' agreement to be pre-designated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

**Personal Physician / Medical Group Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

- ☐ **I agree to treat** the above named employee in the event of an occupational accident or injury. I meet the criteria outlined above. I agree to adhere to the Administrative Director's Rules and Regulations, Section 9785, regarding the duties of the employee-designated physician.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Physician or Designated Employee of the Physician or Medical Group)

**Please return completed form to:** **Torrance Unified School District, Risk Management Office,**  
**2335 Plaza Del Amo, Torrance CA 90501**  
**Fax: 310-972-6065**

Revised 3/2019

## Where to find forms

CA State Disability: [www.edd.ca.gov/disability](http://www.edd.ca.gov/disability)

To report Child Abuse: <http://ag.ca.gov/childabuse/forms>

Pre-designation of Personal  
Physician form: [www.dir.ca.gov/dwc](http://www.dir.ca.gov/dwc)  
(click on publications & forms)