

Delano Joint Union High School District

1720 Norwalk Street

Delano CA. 93215

Human Resources

Human Resources Procedures Handbook



Jesus Gonzalez

Assistant Superintendent, Human Resources

PREFACE

Dear Staff Member,

This handbook is assembled for use by district staff and provides procedures used by the Human Resources department. The authority for the variety of information contained in this handbook is generally found in other sources, i.e., Education Code, Policies and Procedures of the Board of Education, opinions of legal counsel, collective bargaining agreements, administrative directives of the Superintendent or his designee, etc. It is important that source documents be researched whenever a question or concern arises regarding any of the entries in this handbook. It is not intended as a final authority in resolving disputes but a general guide to existing practice. Any disagreement with the contents of this handbook should be referred to the appropriate department head through normal channels of communication. The Human Resources Department has an open door policy and encourages all employees of the District to visit the department when a question or concerns arises revolving personnel matters.

Respectfully,

Jesus Gonzalez

Assistant Superintendent Human Resources

**Human Resources Department
Directory**

Jesus Gonzalez Assistant Superintendent	661-720-4129	Certificated and Classified Staffing, general information
Jeanne Bumatay Administrative Secretary	661-720-4103	Certificated, Credentials, general information
Judith Prieto Human Resource Technician	661-720-4102	Classified job opportunity postings, orientations, testing, classified subs, leaves
Martha Cortez District Receptionist Substitute Coordinator	661-720-4109	Certificated subs, receptionist, leaves

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Human Resources Procedures Handbook

INTRODUCTION

The Human Resources Procedures Handbook contains basic information on employee procedures and is not meant to be an exhaustive review of all procedural-related matters. The handbook is updated periodically to reflect changes in applicable law, policy, procedure, and/or collective bargaining agreements; however, it is important that the user consult applicable documents as needed. Throughout this document, "DJUHSD" or "District" refers to the Delano Joint Union High School District; "Board" refers to the DJUHSD Board of Education. Related questions should be directed to Human Resources or the Business Office, as appropriate.

ABSENCE FROM DUTY

It is the duty of the principal, department head, or immediate supervisor to determine the facts concerning the absence of employees assigned to their respective schools or departments. Except as provided in District policies and procedures and with the approval of the principal or department head, employees shall not be absent during duty time.

When absent, all employees will be expected to use the District Absence Reporting System (Frontline), inform his/her site principal or supervisor of their absence and submit a District Absence Reporting Form to the HR Office. The District Reporting System (Frontline) is available 24 hours a day, 7 days a week and can be accessed via internet and phone. It is necessary that if an employee is going to be absent from work, that he/she report his/her absence no later than two (2) hours before their start time. All employees should complete a District Absent Reporting Procedure Form at the start of the school year so they are aware of how to report an absence. This form can be obtained from their site principal, supervisor or at the HR Office.

SICK LEAVE

Annual Allowance

Certificated: Ten month (183) employees are granted 10 days of sick leave at full pay during each school year. Non-used sick leave shall be cumulative from year to year in any assignment. A certificated member working less than full-time shall be granted sick leave in the same ratio that his/her employment bears to full-time employment. Any Unit Member working in excess of the regular school year shall be granted additional sick leave in the same ratio that his/her employment bears to full-time employment.

Classified: Except as otherwise indicated, each classified service employee employed five days per week will be granted the amount of sick leave which equals one day for each month worked (ten days for 10-month, eleven days for 11-month, twelve days for 12-month)

Unused sick leave shall accumulate from year to year and shall be posted on July 1 of each year. Upon termination, one day's salary will be deducted for each month remaining on contract or as provided by law or valid collective bargaining agreement.

Provisions When Sick Leave Exhausted - Certificated

The provisions of Education Code Section 44977 become effective when the employee's current annual sick leave and all accumulated vacation time have been used, as follows:

At full salary: Current annual leave or such longer time as the Board has specified under Section 44978

At full salary: Industrial accident/illness leave if applicable

At full salary: All accumulated sick leave, and vacation and compensatory time if applicable

At differential salary: As provided in Section 44977 for a period of five school months or 100 days.

After exhaustion of all available sick leave, including current fiscal year; accumulated vacation time, if applicable; compensatory time, if applicable; and/or industrial leave, if applicable, such employee is entitled to five months of additional non-accumulative sick leave with a deduction for the amount actually paid to a substitute or, if no substitute is employed, the amount that would have been paid to a substitute.

Accumulated sick leave, vacation time (if applicable), industrial leave, and the five-month period run consecutively. An employee is entitled to only one five-month provision per illness or injury.

If the employee returns to work in the same fiscal year after exhausting all available sick leave, including the five-month provision, further absences for non-industrial illness/injury shall be without compensation.

An employee on a medical leave that extends into the following fiscal year is entitled to the normal allotment of sick leave days.

Provisions When Sick Leave Exhausted - Classified

The provisions of Education Code Section 45196 become effective when the employee's current annual sick leave and accumulated vacation time have been used, as follows:

At full salary: Current annual leave or such longer time as the Board has specified under Section 45191

At full salary: Industrial accident/illness leave if applicable

At full salary: All accumulated sick leave and vacation time at salary provided in Section 45195

At differential salary: After the employee exhausts sick leave allotted for the current fiscal year as well as accumulated vacation time, s/he is entitled to the balance of five months of additional non-accumulative sick leave with a deduction for the amount actually paid a substitute.

Accumulated sick leave, vacation time and industrial leave run concurrently with the five-month period.

An employee is entitled to only one five-month provision in each fiscal year. If the employee returns to work in the same fiscal year after exhausting all current and accumulated sick leave, vacation time, compensatory time and industrial leave, if applicable, the only sick leave compensation available is the balance of the five months. Once an employee has exhausted this provision, further absences for nonindustrial illness/injury shall be without compensation.

An employee who suffers an illness or injury which qualifies for industrial leave is entitled up to sixty days of paid leave for the same illness or injury even though the five-month provision may be exhausted. An industrial leave that extends into the following year shall entitle the employee only to the amount of unused leave due for the same illness or injury.

Benefits During Vacation

Employees who become ill or disabled while on vacation may use accumulated sick leave upon verification by the principal, department head or immediate supervisor.

Transfer of Accumulated Sick Leave

Requests for transfer of accumulated sick leave from another school district shall be requested by the employee within one year of employment and verified in accordance with regulations set forth in the Education Code.

Approved Reasons for Use of Sick Leave

Personal Illness

The District may request for just cause verification of any absence, including, but not limited to, a physician's statement for use of sick leave. Employees returning to work from extended illness (including surgery) or injury absences shall be required to present a doctor's release prior to returning to duty.

Personal Necessity

Absence without loss of salary is allowed for seven (7) days annually in cases of personal necessity **(Classified Staff)**. A maximum of all accrued sick leave of absences for illness may be used by the certificated employee **(Certificated Staff)**.

This absence shall be deducted from allowable accumulated sick leave and may be required to be verified by the District. Advance permission shall be secured by the employee except in the cases of A or B below:

- A. Death or serious illness of a member of the employee's immediate family **(See CBA for defined family members)**.
- B. An accident which is unforeseen involving the employee's person or property or the person or property of the employee's immediate family **(See CBA for defined family members)**.
- C. Other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or the extension of a holiday or vacation period or for matters which can be taken care of outside work hours or for recreational activities **(Please refer to CBA)**.

Family Medical Leave Act/California Family Rights Act/Child Bonding Act

Leave pursuant to the Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Child Bonding Act will be granted to eligible employees consistent with State and Federal law, Board policy and applicable collective bargaining agreements. FMLA/CFRA/Child Bonding leave will be coordinated with other District leave provisions as appropriate **(Please see attached Posters)**.

Bereavement

An employee is entitled to leave of absence not to exceed five (5) days on account of death of any member of his/her immediate family. No deduction shall be made from salary or from accumulated leave of employee. Immediate Family Member is defined:

Certificated Staff:

Mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step-parents, stepsiblings, or any relative living in the immediate household of the employee. The District may extend bereavement leave for other individuals on a case-by-case, non-precedential basis.

Classified Staff:

Employee Family

Spouse, Registered Domestic Partner, Mother, Step Mother, Father, Step Father, Grandfather, *Grandmother*, Son, Step Son, Son-in-Law, Daughter, Step Daughter, Daughter-in-law, Grandchild, Step Grandchild, Brother, Step Brother, Sister, Step Sister

Spouse Family

Mother, Step Mother, Father, Step Father, Grandfather, Grandmother, Brother, Step Brother, Sister, Step Sister, or any relative living in the immediate household of the employee

Jury Duty

Employees will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the employee. Upon receipt of a jury duty summons, the employee shall notify the site administrator of the scheduled dates. On the scheduled dates, if the recorded message directs the employee to report the following day, s/he shall immediately notify the site administrator or supervisor. If the employee is not directed to report for jury duty in the morning or is required to call for another recorded message at noon, s/he shall report to work in the morning. If required to report for jury duty in the afternoon, the employee shall immediately notify the site administrator so that arrangements can be made to cover the employee's afternoon assignment. Employees will be entitled to leave without loss of pay when called for jury duty. This shall be accomplished by the employee turning in a printed verification of jury service from jury services.

LEAVES OF ABSENCE

Request for Leave

Leaves of absence may be granted to permanent employees for the following reasons: health, family emergency, or academic advancement or any other reason acceptable to the Board of Education. Requests for absences extending beyond ten days shall be submitted in writing to Human Resources and shall include beginning and ending dates and verifications required by Human Resources. A leave of absence may be granted for less than, but not more than one school/calendar year. A leave of absence may be extended, for good reason and at the Board of Trustees' discretion, for a total of two calendar/school years.

Expiration of Leave

Certificated: Upon expiration of a leave of absence, the employee will be permitted to return to the previous assignment provided the leave does not exceed the equivalent of seventy-four percent (74%) of duty days in continuous absence for one school year. In other cases, the employee will be assigned, when possible, to a position and school site which he/she may be qualified for. An employee given leaves of absence for an academic year shall give the District written notice on or before April 1 of their intention to return.

Classified: Upon return from leave, an effort will be made to reinstate the employee to the same position held at the time leave was granted. However, the Superintendent may place the returning employee in a different position in the best interests of the District.

Failure to report for duty at the expiration of a leave of absence shall be considered sufficient cause for dismissal. All leaves of absence are considered to be terminated upon termination of employment or expiration of credential.

Benefits during Leave

During a leave of absence there shall be no loss of prior years of service, accumulated vacation up to the maximum allowed or accumulated sick leave. Vacation benefits will accumulate during a medical leave of absence, industrial leave of absence and during the five-month benefit period as long as the employee is in paid status. Once the employee is no longer in paid status, all sick leave, vacation and holiday benefits will terminate. No sick leave benefits can be paid beyond that which the employee has accumulated or that is allowed by law. Accumulated sick leave and/or vacation time may be used while on leave of absence for illness. Medical, dental and other health and welfare benefits will be paid by the District during an approved leave of absence for medical, military and qualifying family medical leaves, whether in paid status or not. Periods of approved leave of absence, paid or unpaid, shall not be considered a break in service of the employee.

Medical Leave

All employees absent for medical reasons for more than ten days shall submit a written request for medical leave of absence to be eligible for employee benefits paid by the district. Requests for medical leaves (including pregnancy disability) must have effective dates verified by a duly licensed physician. Principals, department heads, and immediate supervisors shall require employees to submit the appropriate District form for requesting a medical leave. A doctor's release is required upon return to duty.

Military Leave

Upon submission of a copy of military orders, employees ordered to military service shall be entitled to all rights and privileges provided by law. This provision is for benefits to be payable after completion of one year of service. Upon return from military leave the district shall require evidence of honorable discharge or release or other suitable evidence under which military service was terminated.

Workers' Compensation (Industrial) Leave

For the purpose of this policy the term "duty" refers to all scheduled working days including legal and Board-declared holidays on which an employee is authorized to receive salary payment. The term "qualifying for Workers' Compensation" presupposes that an accident report has been filed according to established procedure and that the insurance carrier considers the claim valid. In the event of rejection of the claim, industrial accident/illness leave shall not apply.

Employees who are absent from duty because of illness or injury resulting from industrial accident and qualifying for Workers' Compensation are granted industrial leave under the following conditions.

Time limitations: Industrial leave applies from the first day of such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days for the industrial injury/illness.

Compensation: The amount of salary paid to such employee in any calendar month will be the salary s/he would have received had the industrial injury/illness not been suffered. Benefits at end of leave: If the employee is still absent from duty as a result of the industrial injury/illness, s/he will be entitled to the benefits provided by law and district policy for accrued sick leave and extended sick leave.

Total compensation: For any days of absence from duty as a result of the same industrial injury/illness whether the employee receives salary payments under industrial leave or other paid leave or vacation, the employee shall endorse to the district any wage loss benefit check from the insurance carrier which would make the total compensation from both sources exceed one hundred percent of the amount the employee would have received as salary had s/he not suffered the industrial injury/illness.

Industrial leave not deducted from sick leave: Days of absence under industrial leave shall not be deducted from the employee's sick leave accumulation but the amount of industrial leave (maximum of sixty (60) days per injury/illness) shall be reduced by one day for each day of such authorized absence from duty regardless of a compensation award.

Industrial leave in two fiscal years: If an industrial leave beginning in one fiscal year extends into the next fiscal year the employee shall be entitled in the new fiscal year, for the same injury/illness, only the amount of unused industrial leave remaining at the end of the fiscal year in which the industrial injury/illness occurred.

Accumulation: Allowable industrial leave shall not accumulate from year to year.

Travel limitations: In order to be eligible for industrial leave the employee, while absent from duty with the district, shall remain within the state of California unless prior approval is granted by the Board for travel outside the state.

Failure to accept assignment following leave: An employee who is eligible for reemployment and has been medically released for return to duty, but fails to accept an appropriate assignment shall be terminated.

Termination of leave: When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not able to assume the duties of his/her position, s/he shall be placed on a reemployment list pursuant to applicable Education Code provisions.

VACATION

Approval

The Superintendent or designees shall approve vacation periods for all personnel responsible to them. The use of substitutes during employee vacations shall be at the discretion of the Superintendent or designee and shall be budgeted and planned by each principal, department head and/or immediate supervisor. Under most circumstances no substitute will be allowed. Twelve-month school site personnel should plan to take vacation during the school vacation periods. In the event an employee is not permitted to take all vacation time entitled to during the year, s/he shall be permitted to accumulate the unused portion. However, an employee shall not carry forward more than the days earned in the twelve months preceding July 1 (vacation time computed on school/fiscal year basis). Vacations of personnel employed for less than twelve months shall be determined by the school calendar.

Vacation upon Transfer or Termination

Earned vacation is based on the length of continuous service from the date of employment to July 1 of any year. Continuous service shall not be affected by a medical leave of absence or by the provisions of layoff and reemployment within a 39-month period. At least five (5) days of earned vacation must be taken by June 30 of the fiscal year in which it is earned. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

An employee moving from vacation-accruing employment to school-vacation employment shall be allowed time off in the amount of accrued vacation or equivalent pay. A ten-month employee transferring to a 12-month position shall be allowed full credit for the number of years served for purposes of calculating vacation time.

Employees shall be entitled to accrued vacation or equivalent pay upon resignation, retirement, separation, expiration of employment or death. In case of death, benefits will be paid the beneficiary.

Vacation Accrual Rates

Classified:

Accrual Rate: Employee shall earn vacation on a fiscal year basis at the following rate during the first four (4) continuous years of service with the District, earn vacation at the rate of ten (10) service days per year dating from the anniversary date of employment. Such vacation will become effective following the first year of employment.

- Employees shall earn vacation time at the rate of fifteen (15) service days per year dating from the anniversary date of employment after having completed four (4) continuous years of service.
- Employees shall earn vacation time at the rate of twenty (20) service days per year dating from the anniversary date of employment after having completed fourteen (14) continuous years of service.
- Employees shall earn vacation time at the rate of 21 service days per year from the anniversary date of employment after having completed 20 continuous years of service.

- Bargaining unit employees who serve less than full-time in their job classification shall earn vacation on the ratio of the bargaining unit employee's assigned hours to a full-time classified workday.

Management:

Twelve-month management employees shall be credited with twenty-five (25) working days' vacation within the twelve-month period. Employees may use the full twenty-four days annually in advance; however, if terminated prior to earning the full allowable vacation days the employee's salary will be deducted the amount in excess of earned vacation time. Once forty (40) days of vacation have been accrued, no additional days of vacation shall be earned until the number of unused accrued vacation days is less than forty (40) days

OVERTIME/EXTRA TIME - CLASSIFIED

Overtime/Extra Time in Excess of Eight Hours Per Day

Approved overtime/extra time worked in excess of eight hours per day and/or 40 hours per week will be paid at time and one-half of the employee's base wage. Compensation for extra time must have the approval of the superintendent or designee.

Less Than Eight-Hour Employees

Employees regularly employed less than eight hours per day shall be paid on the hourly rate established by their classifications. Employees working four hours or more and 5 days per week will be paid time and one-half for work performed on the sixth and/or seventh day of that week.

Extra Time Outside Regular Work Week

Work performed during hours outside the regular work week shall be paid at the rate established by employment during the regular work week and, if in excess of eight hours daily and/or 40 hours weekly, on an overtime/extra time basis.

Compensatory Time in Lieu of Compensation

Compensatory time off in lieu of cash compensation for overtime worked may be granted at the appropriate rate in effect at the time gained. The Superintendent or designee shall determine the method of compensation. Compensatory time shall be taken at a time mutually acceptable to the District and bargaining unit employee within twelve (12) calendar months from the time it was earned (Education Code Section 45129). An employee who has performed overtime work may, within three (3) workdays thereafter, advise the District payroll office of any preference as to the method of compensation. The bargaining unit employee's preference shall be considered by the Superintendent or designee in making the determination. Written notice of the determination shall be provided to the employee.

HOLIDAYS

The following days are established as holidays for twelve-month employees as defined in the Education Code and identified in the school calendar:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Jr. Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Friday of Spring Recess
7. Memorial Day
8. Juneteenth Holiday
9. Independence Day
10. Labor Day
11. Admission Day or alternate (as designated by the District - Monday following Easter)
12. Veteran's Day
13. Thanksgiving Day
13. Friday following Thanksgiving Day
14. Christmas Eve
15. Christmas Day

DELAY OR CLOSING OF SCHOOL

When maintaining 180 or more school days, all employees shall report on the regular schedule. If school closure will cause the number of school days to drop below 180, all employees shall be excused as soon as it is determined to be reasonable and practical; a make-up day will be assigned.

REGULATIONS GOVERNING UNITS FOR ADVANCEMENT ON SALARY SCHEDULE – CERTIFICATED

Degree and Units:

Graduate Units beyond the BA Degree and units toward a credential will be the primary units for salary placement. Undergraduate courses will be considered only for new areas of authorization or credential certification.

All work must be accompanied by an official transcript from the institution. Only accredited institutions shall be considered for units and/or degrees. The institution must be recognized by the Commission for Teacher Preparation and Licensing and the Kern County Department of Education.

Anticipation of movement of columns on the salary schedule must be presented to District prior to May 15. Official verification of anticipated units must be presented by September 15 in order to receive credit for that school year.

Stipends will be paid for both the Master's Degree and Doctorate Degree. A Doctorate degree stipend will be paid for a degree that is in education or a field directly related to the unit member's assignment.

Employees new to the District will be placed at BA+30 Column, Step 1 until verification of degree, units, and experiences are received by the District.

Employees hired by the District with a Provisional Credential shall be placed at the Column according to verified units, Step 1. Employees will remain at Step 1 until an appropriate credential is received. At that time, appropriate Step placement based on experience shall be made.

Employees frozen at a particular step will be granted appropriate credit for units and experience (year to year) when moving across the salary schedule (one column to another column).

Unit Conversion: Quarter units are converted to semester units by multiplying the quarter units by two-thirds ($2/3$). If this multiplication results in a fraction that, when added to the other semester units, is within one-half ($1/2$) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number, and the teacher shall be placed on the next column.

DEGREE STIPEND PAYMENT AND LONGEVITY PAYMENTS - CERTIFICATED

Stipends will be paid for both the Master's Degree and Doctorate Degree. A Doctorate degree stipend will be paid for a degree that is in education or a field directly related to the unit member's assignment **(See CBA for details)**

Longevity for certificated employees shall be paid beginning on the first paycheck after an employee's anniversary date meeting the criteria of completion of 20, 25, and 30 continuous years. **(See CBA for Details)**

PROFESSIONAL GROWTH – CLASSIFIED

Any classified employee who possesses an Associate's Degree (AA/AS) shall receive an annual stipend **(See CBA for details)**. Any bargaining unit member who possesses a Bachelor's Degree (BA/BS) shall receive an annual stipend **(See CBA for details)**.

TRAVEL ALLOWANCE

Per Mile Payment

Any employee required by the District to use a personal vehicle on District business shall be reimbursed for mileage at the rate as allowed by the Internal Revenue Service.

Required Insurance

Each employee required to use a personal car while performing services for the District shall carry property damage and public liability insurance in accordance with the minimum amount required by the State of California and shall file a signed statement with Human Resources to this effect. The employee shall carry insurance on personal cars for District business.

Use of Personal Car for Out-of-Town Meetings

Any employee required by the District to travel outside the District on District business shall be reimbursed for meals and lodging in accordance with rules, regulations, and limitations established by the District. The employee will provide all necessary receipts required by the District.

SUBSTITUTE TEACHERS

Substitute teachers shall be paid at the currently approved rates. The minimum call shall be for two hours per day. Long-term substitutes serve a specified period of time, normally twenty or more working days opening a classroom, closing a classroom at the end of the year, or for extended periods of time when they are responsible for preparing report cards and performing other duties of a regular full-time teacher.

DISTRICT UNIFORMS - CLASSIFIED

The District may require the wearing of a distinctive uniform by classified employees. The cost of the purchase, lease, or rental of uniforms, equipment, tools, identification badges, emblems, and cards required by the District shall be borne by the District.

SALARY SCHEDULE REGULATIONS - CLASSIFIED

Employees shall be placed on the salary schedule in accordance with the approved job classification in which the major portion of their work falls.

Employees Working Less Than Eight Hours Per Day

Employees regularly working less than eight hours per day shall be employed at a rate determined by steps under their job classification. Work schedules shall be established by the site administrator subject to the approval of the Superintendent.

Annual/Longevity Increments - Classified

In order to be eligible for the annual salary increment an employee shall have worked at least one-half of the school year, July 1 through June 30. When the anniversary date falls on the first working day in January it will be considered a January 1 anniversary date for purposes of determining advancement in salary.

For classified employees, a longevity step (based on Step VIII) of five percent (5.0%) shall be added to the bargaining unit employee's salary the regular pay period after completion of ten (10) years, ten percent (10%) after fifteen (15) years, fifteen percent (15%) after twenty (20) years, twenty percent (20%) after twenty-five (25) years and twenty-five percent (25%) after thirty (30) continuous years of paid service to the District. Continuous service shall not be affected by a medical leave of absence or by the provisions of layoff and re-employment within a 39-month period. Longevity shall be paid beginning on the first paycheck after an employee's anniversary date meeting the criteria of completion of 10, 15, 20, 25, and 30 continuous years.

Payment for Duties Performed Outside Regular Classification

When a classified employee is assigned job duties which are not a part of the regular job classification and are not included in the bargaining unit employee's job description, the bargaining unit employee's rate of pay shall be adjusted upward for the entire period of working out of classification.

1. In order to qualify, the bargaining unit employee must work out of classification for five (5) days in any fifteen (15) day period.
2. If the job duties are specified for bargaining unit employees in a higher pay classification, the bargaining unit employee, upon satisfying the requirement of paragraph (1.) above, shall receive pay at the bargaining unit employee's experience step for the rate in effect for the higher pay classification.

It is the responsibility of the site administrator or designee to determine that an employee is to be assigned duties in a higher classification and to inform the HR Office so that the classified employee is paid accordingly.

Credit for Experience - Classified

The Superintendent of Schools has the authority for salary placement for newly hired classified employees up to Step 5 based on experience and qualifications. The DJUHSD Board of Trustees has the right to evaluate the above mentioned placement based on experience, qualifications, special certificated, etc., prior to final Board action.

SALARY SCHEDULE REGULATIONS – MANAGEMENT

Placement

Following placement on the management salary schedule, no management employee will advance more than one step column on the salary schedule in any year. Employees identified to qualify for more than one step shall be allowed to advance one step each year until they are given full credit. Final determination of experience shall be recommended by the Superintendent to the Board of Education.

Verification of Experience

Verification of management experience shall be the responsibility of the employee. Placement on the schedule will be in accordance with existing district policy relating to management personnel and shall be considered independently of longevity credit.

Longevity Credit

Longevity credit shall be computed for in-district experience on the management level. Longevity credit shall be based upon years of experience and salary payment in a position designated by the district as management. All district positions identified as management shall be considered management positions for purposes of longevity, if prior service in that position was totally within the Delano Joint Union High School District.

WORKING DAYS AND HOURS

The following Chart provides the number of working days and hours for the various employees in the district: *(Note: 11 and 10 month Classified employees are not noted as hours and says vary)*

Classification	Work Days	Hours
Superintendent, Associate and Assistant, Superintendent	219	8 hours
Principal and Director	219	8 hours
Assistant Principal and Learning Director	210	8 hours
Coordinator of Health Services	205	8 hours
Psychologist, Nurse, Mental Health Therapist, Social Worker, and Speech and Language Therapist	200	8 hours
Classified Confidential	259	8 hours
Management Classified	259	8 hours
Classified (12 Month)	259	8 hours
Certificated	183	7.5 hours

DRESS AND GROOMING POLICY (BP 4119.22 (a), 4219.22, 4319.22)

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

Attire sets the tone in a school setting. Attire should be suitable for job performance and appropriate for the school population that is served.

All employees should avoid the following as it relates to dressing or grooming:

- Gang affiliated clothing
- Language/images of alcohol and/or drugs
- Sports Jerseys are not appropriate attire for work, unless on specific spirit or event days as approved by the District
- Distressed clothes-cut, ripped, or torn clothing, pants with patches or holes, etc.
- Low-cut, tight or short clothing considered revealing of any body parts, including but not limited to spaghetti straps, or straps less than 2 inches in width, revealing bra straps or undergarments. Tights, leggings, or sweat pants that are meant for the gym should not be worn while on duty
- Sagging or low-cut pants that reveal undergarments
- Tattoos and brands anywhere on the body that are obscene, advocate sexual, racial, ethnic or religious discrimination or that are of a nature that tends to bring discredit to the District are prohibited. Prohibited alterations, modifications, tattoos or brands must be covered with articles of cloth, or appropriate material if the tattoo is small, so they are not visible to students or other employees.

Failure to adhere to this policy, as determined by an employee's supervisor, can result in disciplinary action, up to and including termination from employment. The District will not discipline an employee or otherwise discriminate against an employee on the basis of religious dress or grooming practices or other protected bases.

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

PROFESSIONAL ADULT/STUDENT BOUNDARIES (BP 4019.1)

Purpose

The purpose of this policy is to provide all staff, students, volunteers and community member with information to increase their awareness of their role in protecting children from inappropriate conduct and failure to maintain appropriate boundaries by adults. All adults are expected to maintain professional, moral and ethical relationships with students that are conducive to an effective, safe learning environment. The provisions of this policy apply to all District staff, volunteers and community members relative to their conduct with students (“employees”) in District schools and programs.

This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also boundary-blurring and grooming behaviors that undermine the professional adult/student relationship and can lead to misconduct or the appearance of impropriety.

General Standards

The Board of Trustees expects adults to maintain the highest professional, moral and ethical standards in their interaction with students. Employees are required to maintain an atmosphere conducive to learning, through consistently and appropriately applied discipline and establishing and maintaining professional boundaries.

The interactions and relationships between employees and students should be based upon mutual respect and trust, and an understanding of the appropriate boundaries between adults and students in and outside of the educational setting. Relationships between adults and students should also be consistent with the educational mission of the schools.

Employees will not intrude on a student’s physical and emotional boundaries unless the intrusion is necessary to serve a legitimate educational purpose. For purposes of this policy, the term “legitimate educational purpose” includes matters of communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student’s injury or other medical needs, school administration, or other purposes within the scope of the adult’s employment duties.

Appearances of Impropriety

Employees are expected to be aware of the appearance of impropriety in their own conduct and the conduct of other adults when interacting with students.

Even though the intent of the employee may be professional and there is a legitimate education purpose for the conduct, the following activities can create the appearance of impropriety:

1. Being alone with an individual student out of the view of others;
2. Inviting or allowing individual students to visit the employee’s home;
3. Remaining on campus with student(s) after the last administrator leaves the school site; and/or
4. Visiting a student’s home unless home visits are a required and expected duty of the adult.

Whenever possible, employees should avoid these situations. If unavoidable, these activities should be pre-approved by the appropriate administrator. If not pre-approved, the employee must report the occurrence to the appropriate administrator as soon as possible.

Electronic Communications

As with other forms of communication, when communicating electronically, employees shall maintain professional boundaries with students.

Electronic and other communications with students shall be for legitimate educational purposes only. Employees shall not maintain personal contact with a student outside of school by phone, letter, electronic communication, or other means (beyond legitimate educational purposes) with including the parent/guardian and/or school principal.

When available, District email and District communication devices shall be used when communicating electronically with students. The use of District email or other District communication devices shall be in accordance with District policies and procedures.

Employees shall not communicate with students, for any reason, through use of a medium that is designed to eliminate all traces or records of the communication (e.g. "Snapchat").

All electronic communications from coaches and advisors to team or club members shall concern only legitimate educational interests and shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student's medical or academic privacy matters, in which case the communication will be copied to the school principal.

Employees shall not follow or accept requests from current students or non-adult former students to be friends or connections on personal social networking sites and shall not create or participate in any networking site for communication with students other than those provided by the District for this purpose, without the prior written approval of the school principal.

Boundary Violations

A boundary violation is an act or omission by an employee that does not have a legitimate educational purpose and has the potential to abuse the employee/student relationship. Examples of employee conduct that violate professional adult/student boundaries include but are not limited to the following:

1. Singling out a particular student or students for personal attention and friendship beyond the professional staff/student relationship.
2. For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships.

If a student initiates such discussion, employees are expected to refer the student to appropriate guidance/counseling staff. In either case, employee involvement should be limited to a direct connection to the student's school performance.

3. Addressing students or permitting students to address staff members with personalized terms of endearment, pet names or otherwise in an overly familiar manner.

4. Maintaining personal contact with a student outside of school by phone, e-mail, instant messenger or Internet chat rooms, social networking websites, such as Facebooks, or letters beyond homework or other legitimate school business without including the parent/guardian.

This prohibition specifically includes “friending” or “following” students on social media unless the social media page is dedicated to legitimate school business. This also specifically includes the posting of student images or other personally identifiable information of students on an adult’s personal website.

5. Exchanging personal gifts, cards or letters with an individual student for which it is directly or implicitly suggested that a student is to say or do something in return.

6. Touching students or initiating inappropriate physical contact without a legitimate educational purpose.

Legitimate purposes could include the following: (a) Assisting an injured student; (b) assisting a student with special needs who requires assistance with toileting or other physical assistance; (c) appropriate coaching instruction; (d) appropriate music instruction; or (d) to protect the safety of students or staff.

7. Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling and recreational activities and visiting the student’s home) outside of school-sponsored events, except as participants in organized community activities.

8. Transporting student(s) in a personal vehicle in a non-emergency situation and without proper written authorization forms in advance.

Whenever possible, employees should avoid these situations. If unavoidable, these activities should be pre-approved by the appropriate administrator. If not pre-approved, the employee must report the occurrence to the appropriate administrator as soon as possible.

9. Being alone with a student without a legitimate educational purpose.

Boundary Violations Constituting Serious Misconduct

A boundary violation that constitutes serious misconduct is an act, omission, or pattern of such behavior by an adult that does not have a legitimate educational purpose; and results in abuse of the staff/student professional relationship.

A. Romantic or Sexual Relationships

Employees are prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student, regardless of the student’s age.

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

1. Sexual physical contact;

2. Romantic flirtation, propositions, or sexual remarks;
3. Sexual slurs, leering, epithets, sexual or derogatory comments;
4. Personal comments about a student's body;
5. Sexual jokes, banter, innuendo, notes, stories, drawings, gestures or pictures;
6. Spreading sexual or romantic rumors;
7. Touching a student's body or clothes in a sexual or intimate way or in a manner that is not age appropriate;
8. Restricting a student's freedom of movement in a sexually intimidating or provocative manner;
9. Displaying or transmitting sexual objects, pornography, pictures, or depictions to a student; or
10. Any type of conduct that would be considered harassment under Board Policy.

B. Social and Other Interactions

Employees are prohibited from engaging in social and other interactions with students which abuse the student/staff professional relationship.

Prohibited social and other interaction involving students includes, but is not limited to:

1. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose;
2. Furnishing alcohol, drugs or tobacco to a student, or being present where any student is consuming these substances;
3. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students;
4. Sharing personal secrets with a student;
5. Unnecessarily invading a student's privacy (e.g. walking in on the student in the bathroom);
6. Taking a student out of class without a legitimate educational purpose;
7. Giving a student a ride alone in a vehicle in a non-emergency situation without prior notification to and/or approval from the school principal as described above;
8. Engaging in harassing or discriminatory conduct prohibited by other District policies or by State or Federal law and regulations; or
9. Unnecessarily invading a student's privacy.

Exceptions

An emergency situation or a legitimate educational purpose may justify deviation from professional boundaries set out in this policy. The employee shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from “Romantic and Sexual Relationship” section of this policy.

There may be circumstances where there is an appropriate pre-existing personal relationship between an employee and a student’s family that exists independently of the employee’s position with the District (e.g. when their children are friends). This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Employees are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that adults may be involved in other roles in the community through civic, religious, athletic, scouting or other organizations and programs whose participants may include District students. This policy is not intended to interfere with or restrict an adult’s ability to serve in those roles; however, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

Duty to Report

When an employee observes conduct or has knowledge of another employee violating this policy that creates a reasonable suspicion of child abuse (including sexual abuse), or when an employee has reasonable suspicion of an adult harming or endangering a child, the employee shall report the conduct to Kern County Family and Children’s Services in accordance with State law and District Board Policy and Administrative Regulations 5141.1 – Child Abuse Prevention and Reporting.

(cf. 5141.4 – Child Abuse Prevention and Reporting)

Investigation

Whenever the District receives a report concerning a possible boundary violation, the site supervisor and the assigned Human Resources Administrator will conduct a prompt investigation utilizing the procedures for investigations of allegations of serious misconduct. The investigation shall include a review of the full history of concerns relating to the subject of the concern/complaint.

Immediate intervention shall be considered and implemented when necessary to protect student safety and/or the integrity of the investigation.

Disciplinary Action

Any employee who is found to have engaged in conduct in violation of law, this or other Board Policy shall be subject to disciplinary action up to and including dismissal. In the case of a certificated

employee, the employee may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

A volunteer, student teacher, independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in District schools and programs for an appropriate period of time or permanently, as determined by the Superintendent or designee.

Confidentiality and Retaliation

The District prohibits retaliation against anyone who files a complaint under this policy. Any employee who retaliates against any such complainant, reporter, or other participant in the District's complaint process shall be subject to discipline.

Reporting employees are specifically advised of the following:

1. Reporting employees are neither permitted nor responsible for investigating whether the conduct is inappropriate; and
2. Reporting employees are required to maintain confidentiality.

Confidentiality protects both the student(s) and the adult who is the subject of the report. Failure to maintain confidentiality may impede the investigation and foster untrue and potentially harmful rumors. Nothing in this policy shall prevent any represented employee from consulting with her/her exclusive representative.

NONDISCRIMINATION POLICY STATEMENT

All allegations of discrimination in employment, including those involving an intern, volunteer, or job applicant, shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Jesus Gonzalez
Assistant Superintendent of Human Resources
1720 Norwalk Street
661-720-4179
gonzalez@djuhsd.org

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth
2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by:
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available
3. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods:
 - a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy via email with an acknowledgment return form
 - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

- d. Discussing the policy with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy
- 4. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior.
- 5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention.

- 6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
- 7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaints alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

- 1. Notice and Receipt of Complaint: A complainant may inform his/her direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the

discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the

investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with the EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

SEXUAL HARASSMENT POLICY STATEMENT

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

UNIFORM COMPLAINT PROCEDURE REGULATIONS

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Kenneth Moore, Assistant Superintendent
1720 Norwalk Street
Delano, CA 93215
(661) 720-4125
kmoore@djuhsd.org

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

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

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result 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 one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

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

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

The notification shall include.

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the district will post a standardized notice of the educational and graduation requirements of foster youth, homeless students, children of military families, and former juvenile court school students now enrolled in the district, as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

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

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

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's 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.

Filing of Complaints

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

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization.

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 or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board.
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying.
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator

access to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with 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 mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

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

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

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged 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.

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

Timeline for Investigation Report

(Districts that allow complainants to appeal to the Board)

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant.

For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the district's investigation report shall include:

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

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

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

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

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

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

Corrective Actions

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

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

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

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

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

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

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

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

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

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

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

Appeals to the California Department of Education

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

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following:

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

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

1. A copy of the original complaint

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

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report.

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and

Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site. (Education Code 8212; 5 CCR 4691)

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

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

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

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

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

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

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

All complaints and responses are public records.

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

Pregnancy Disability Leave

PREGNANCY DISABILITY LEAVE

FACT SHEET



Civil Rights
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The Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD), contains provisions guaranteeing leave for employees disabled by pregnancy, childbirth, or a related medical condition (Pregnancy Disability Leave or PDL).

All employers must provide information about PDL to their employees and post information about pregnancy leave rights in a conspicuous place where employees tend to gather. A poster that meets this requirement is available on CRD's "Posters, Brochures and Fact Sheets" webpage (www.civilrights.ca.gov/Posters/). Employers who provide employee handbooks must include information about PDL in the handbook.

LEAVE REQUIREMENTS

- An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months of disability leave per pregnancy. If the employer provides more than four months of leave for other types of temporary disabilities, the same leave must be made available to employees who are disabled due to pregnancy, childbirth, or a related medical condition.
- Leave can be taken before and after birth during any period of time the employee is physically unable to work because of pregnancy or a pregnancy-related condition. All leave taken in connection with a specific pregnancy counts toward computing the four-month period.
- PDL is available when an employee is actually disabled. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition.
- PDL may be modified as an employee's changing medical condition dictates.

- PDL applies to all employers with five or more full- or part-time employees. Other than having a qualifying pregnancy-related disability, there are no tenure, hours, other eligibility requirements, and full- and part-time employees are treated the same.

EMPLOYEE'S OBLIGATIONS

- If possible, an employee must provide their employer with at least 30 days' advance notice of the date for which the pregnancy disability leave is sought and the estimated duration of the leave.
- If 30 days' advance notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as practicable.
- The employer may require written certification from the health-care provider of the employee seeking PDL stating the reasons for the leave and the probable duration of the condition. However, the health-care provider may not disclose the underlying diagnosis without the consent of the patient.

SALARY AND BENEFITS DURING PDL

- An employer may require an employee to use accrued sick leave during any unpaid portion of their pregnancy disability leave. The employee may also choose to use vacation leave or other accrued paid leave to receive compensation for which the employee is eligible, but an employer may not require an employee to use vacation leave or other accrued time off during PDL.
- Your employer must pay for the continuation of your group health benefits if your employer normally pays for those benefits.
- An employee who is disabled by pregnancy may qualify for State Disability Insurance wage replacement while the employee is unable to work. In a normal pregnancy, a worker will typically be disabled 4 weeks before the expected due date and 6 weeks after for a vaginal birth or 8 weeks after for a cesarean section. For more information, visit: www.edd.ca.gov/Disability/FAQ_DI_Pregnancy.htm.

PREGNANCY DISABILITY LEAVE

FACT SHEET



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RETURN RIGHTS

- It is illegal for an employer to fire an employee because that employee is pregnant or taking pregnancy disability leave. Employers are required by law to reinstate an employee returning from PDL to the same position the employee had before taking leave, and an employee may request this guarantee in writing. In some situations, an employee may be reinstated to a position that is comparable (same tasks, skills, benefits, and pay) to the job they had before taking PDL.
- If the reinstatement date differs from the original agreement, or if no agreement was made, an employer must reinstate the employee within two business days of being given notice that the employee intends to return. When two business days are not feasible, reinstatement must be made as soon as possible to expedite the employee's return.
- However, pregnancy disability leave does not protect employees from employment actions not related to their pregnancy, such as layoffs.

FAMILY AND MEDICAL LEAVE (NON-PREGNANCY)

- In addition to PDL, the California Family Rights Act (CFRA) requires employers of five or more employees to provide 12 weeks of job-protected leave to employees to bond with a new child (by birth, adoption, or foster placement), to care for a family member with a serious health condition, or because the employee has a serious health condition. CFRA leave is not for pregnancy-related conditions, which are covered by PDL. Employees are entitled to take CFRA leave in addition to any leave entitlement related to pregnancy. CFRA leave taken to bond with a new child must be completed within one year of the birth, adoption, or foster placement. For more information about CFRA leave, visit: www.civilrights.ca.gov/family-medical-pregnancy-leave/.

- Paid Family Leave (PFL) provides benefits to individuals who need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or domestic partner. Benefits are also available to parents who need time to bond with a new child entering their life either by birth, adoption, or foster care placement. For more information, visit: www.edd.ca.gov/Disability/Paid_Family_Leave.htm.

ACCOMMODATIONS WHILE WORKING

- Sometimes employees affected by pregnancy, childbirth, or related medical condition are able to keep working with a reasonable accommodation. If such an employee requests a reasonable accommodation upon the advice of the employee's health-care provider so that the employee can keep working, an employer must provide reasonable accommodation.
- For example, on the advice of a physician, an employee can request to transfer to a less strenuous or hazardous position or modified duties because of the employee's pregnancy-related condition.

If you have been subjected to discrimination, harassment, or retaliation at work, please contact CRD.

TO FILE A COMPLAINT

Civil Rights Department
calcivilrights.ca.gov/complaintprocess
Toll Free: 800.884.1684
TTY: 800.700.2320
California Relay Service (711)

Have a disability that requires a reasonable accommodation? CRD can assist you with your complaint.

For translations of this guidance, visit:
www.civilrights.ca.gov/posters/employment

California Family Rights Act



The California Family Rights Act (CFRA) provides most employees in California with the right to take up to 12 weeks off work to care for themselves or their family members with a serious health condition, or to bond with a new child. Employees returning to work after taking CFRA leave are entitled to their same or a comparable position, among other job protections. The Civil Rights Department (CRD), which enforces CFRA, created this factsheet to help employees and employers understand recent changes to CFRA.

CHANGES TO CFRA - EFFECTIVE JANUARY 1, 2023

Leave expanded to include “designated persons”: Starting in 2023, employees can use some or all of their 12 weeks of CFRA leave to care for an additional “designated person” with a serious health condition. A designated person can be any person related by blood to the employee – such as the employee’s aunt, uncle, or cousin. A designated person can also be any person who is like family to the employee, such as the employee’s unmarried partner or best friend (when in a relationship equivalent to family). The employee may identify the designated person at the time they request leave from work. Employers have the right to limit employees to using CFRA leave to care for one designated person per 12-month period.

ADDITIONAL RECENT CHANGES – EFFECTIVE JANUARY 1, 2021

- 1. Employers of 5 or more employees covered by CFRA:** Starting January 1, 2021, California expanded CFRA’s scope includes private employers with 5 or more employees and employees. CFRA also applies to California state and local governments as employers.
- 2. Worksite mileage limitation eliminated:** CFRA no longer requires employers to have at least 50 employees within 75 miles of the employee’s worksite for an employee to be eligible for CFRA leave.
- 3. Circumstances for CFRA leave expanded:** Eligible employees can take up to 12 weeks of CFRA leave to care for their own serious health condition; care for certain family members’ serious health condition; or to bond with a new child (by birth, adoption, or foster placement). In addition, CFRA leave covers certain individuals and instances related to service in the U.S. Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code.
- 4. Types of family members expanded:** Employees may take leave to care for additional family members, including: an adult child, child of a domestic partner, grandparent, grandchild, or sibling. Thus, under the law as of 2023, eligible employees may take CFRA leave for a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship (“designated person”) with a serious health condition.
- 5. Limitation on parents working for the same employer eliminated:** If both parents of a new child work for the same employer, parents do not have to “split” the 12 weeks of leave; each parent is entitled to up to 12 weeks of leave.

EXPANDED FAMILY AND MEDICAL LEAVE IN CALIFORNIA



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- 6. Small employer mediation program created:** CFRA applies the same to covered employers regardless of size. However, CRD offers mediation to smaller employers (5-19 employees) and their employees to resolve any dispute over CFRA leave, before the employee can proceed with a court case. For more information about this program, please review CRD's [frequently asked questions](#). Employers and employees wishing to take advantage of CRD's mediation services should contact CRD at drdonlinerequests@dfeg.ca.gov.
- 7. Exceptions eliminated:** All employees who take CFRA leave have the same reinstatement rights. An exception for an employer's highest-paid employees was eliminated in 2021.

KEY CFRA PROVISIONS THAT ARE UNCHANGED

- 1. When is an employee eligible for CFRA leave?** An employee must have worked for the employer for more than 12 months and have worked at least 1,250 hours in the 12 months prior to their leave.
- 2. What qualifies as a "serious health condition"?** A serious health condition is an illness, injury, impairment, or physical or mental condition involving either (A) inpatient care in a hospital, hospice, or residential health care facility; or (B) continuing treatment or supervision by a health care provider.
- 3. Does an employee get pay and benefits on CFRA leave?** Employers may pay their employees while taking CFRA leave, but employers are not required to do so. Employees taking CFRA leave may be eligible for California's Paid Family Leave (PFL) program or State Disability Insurance (SDI), administered by the Employment Development Department (EDD). For information about using paid time off while on CFRA leave, see California Code of Regulations, Title 2, section 11092. Employers are required to continue the health benefits of an employee taking CFRA leave.
- 4. How much notice must an employee provide to their employer?** If the employee's need for CFRA leave is foreseeable, the employee must provide reasonable advance notice and, if due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid operational disruption, subject to the approval of the health care provider of the individual requiring the treatment or supervision. If the employee's need for CFRA leave is not foreseeable, for reasons such as a lack of knowledge of approximately when leave will be required to begin, or a medical emergency, notice must be given as soon as practicable or 15 days from the employer's request.
- 5. May an employer require medical certification?** An employer may require that an employee's request for leave for the employee's own health condition or to care for a family member who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.
- 6. Where can employees and employers find out more about CFRA leave?** To learn more about CFRA, including applicable definitions, see Government Code section 12945.2 and California Code of Regulations, Title 2, sections 11087 - 11097. A variety of educational materials about CFRA and other forms of job-protected leave are also available at: calcivilrights.ca.gov/family-medical-pregnancy-leave/.

TO FILE A COMPLAINT

calcivilrights.ca.gov/complaintprocess
Toll Free: 800.884.1684 / TTY: 800.700.2320
California Relay Service (711)

For translations of this guidance, visit:
calcivilrights.ca.gov/posters/employment

Family and Medical Leave Act

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME



Pregnant Workers Fairness Act (PFWA)



PREGNANT WORKERS FAIRNESS ACT (PWFA)

WHAT IS PWFA?

The Pregnant Workers Fairness Act (PWFA) is a federal law that requires covered employers to provide “reasonable accommodations” to a qualified worker’s known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an “undue hardship.” An undue hardship is defined as causing significant difficulty or expense.

A “**reasonable accommodation**” means a change in the work environment or how things are usually done in order to remove work-related barriers.

WHAT ARE SOME POSSIBLE ACCOMMODATIONS FOR PREGNANT WORKERS?

- Schedule changes or time off to go to health care appointments
- Extra bathroom breaks
- A chair or stool to sit on while working
- The ability to telework full or part-time
- A private place to pump breast milk
- Leave to recover from childbirth
- Breaks to eat and drink
- Light duty



WHAT OTHER FEDERAL EMPLOYMENT LAWS MAY APPLY TO PREGNANT WORKERS?

Other laws that apply to workers affected by pregnancy, childbirth, or related medical conditions, include:



- Title VII of the Civil Rights Act of 1964 which prohibits employment discrimination based on sex, pregnancy, or other protected categories (enforced by the U.S. Equal Employment Opportunity Commission (EEOC))
- The Americans with Disabilities Act (ADA) which prohibits employment discrimination based on disability (enforced by the EEOC)
- The Family and Medical Leave Act which provides unpaid leave for certain workers for pregnancy and to bond with a new child (enforced by the U.S. Department of Labor)
- The PUMP Act which provides nursing mothers a time and private place to pump at work (enforced by the U.S. Department of Labor)

Learn more at www.EEOC.gov/Pregnancy-Discrimination

Pump Act

Am I covered under the PUMP Act?

Thanks to the PUMP Act, more workers have the right to break time and private space to pump breast milk during the workday. Most nursing employees now have **the right to reasonable break time and space to pump at work** for up to one year after their child's birth.

What does my employer need to do?

Employers must provide **covered employees** with **space that is:**

- functional for pumping milk,
- shielded from view,
- free from intrusion,
- available as needed, AND
- **NOT a bathroom**

Scan the QR code

to find out if you're covered



Wage and Hour Division
U.S. Department of Labor

dol.gov/pump-at-work
1-866-487-9243