

# **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**

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

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.

### 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, 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. 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.

**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. Independence Day
9. Labor Day
10. Admission Day or alternate (as designated by the District - Monday following Easter)
11. Veteran's Day
12. 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 Masters 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 Masters 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 3 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
<b>Superintendent, Associate and Assistant, Superintendent</b>	220	8 hours
<b>Principal and Director</b>	215	8 hours
<b>Assistant Principal and Learning Director</b>	210	8 hours
<b>Coordinator of Health Services</b>	205	8 hours
<b>Psychologist, Nurse, Mental Health Therapist and Speech and Language Therapist</b>	200	8 hours
<b>Classified Confidential</b>	260	8 hours
<b>Management Classified</b>	260	8 hours
<b>Classified (12 Month)</b>	260	8 hours
<b>Certificated</b>	183	7.5 hours

## **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](mailto: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. 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
  
2. 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

3. 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.
4. Provide training to employees, volunteers, and interns 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. Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required.
5. 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.
6. 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

Any complaint 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 may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor. 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, other 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. He/she shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation. If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation 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 his/her 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 also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. 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 his/her 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 also shall 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 complainant, the person accused, and the Superintendent or designee.
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. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s)
3. To file a valid complaint with 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.

#### **SEXUAL HARASSMENT POLICY STATEMENT**

Delano Joint Union High School District 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 gender, gender identity, gender expression, or sexual orientation of the victim. This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

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

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.



## **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.

Adelaida Ramos, Assistant Superintendent  
1720 Norwalk Street  
Delano, CA 93215  
(661) 720-4125  
aramos@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)

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 information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families.

The notice shall:

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

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

#### District Responsibilities

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

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

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

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

#### 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. 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 complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when 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.
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district 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, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party 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 his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her 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. He/she 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 (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

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. Similarly, a respondent'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 a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant.

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in 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.

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

### Report of Findings

Unless extended by written agreement with the complainant, a final decision 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 "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her 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.

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

### Final Written Decision

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

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision 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 student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include:

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:

- a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
  3. Disposition of the complaint
  4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal. The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.



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

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE.
2. The 60 days' moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law.
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](http://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 (such as discriminatory 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
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may 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 co-curricular 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 (such as discriminatory 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 (such as discriminatory 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.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, 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.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint.

#### Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision.

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint.

Upon notification by CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to CDE:

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

#### Civil Law Remedies

A complainant may pursue available civil law remedies outside of the District's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys; sixty (60) calendar days after the filing of an appeal with the California Department of Education (Education Code Section 262.3). Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

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

For discrimination complaints arising under federal law, such complaints may be made at any time to the United States Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr).