

2024-2025
SOUTHERN KERN UNIFIED SCHOOL DISTRICT
2601 Rosamond Blvd., Rosamond, CA 93560 (661) 256-5000

The YouTube access link to the live meeting broadcast will be available under “Announcements” at www.skusd.k12.ca.us prior to 7:00 p.m.

Wednesday,
November 6, 2024

Meeting Location:
2601 Rosamond Blvd., Rosamond, CA 93560
Closed Session 6:00 p.m., Open Session 7:00 p.m.

Board of Trustees

Sunni Hepburn, President
Mario Gutierrez, Vice President
Robert Vincelette, Clerk
Adrienne Rendon, Member
Vacant, Member
Adrian Arellano, Student Board Member

Superintendent

Barbara Gaines

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

Wednesday, November 6, 2024

Closed Session: 6:00 p.m., Open Session 7:00 p.m.

Location: 2601 Rosamond Blvd.,
Conference Room, Rosamond, CA

I. Call to order – (time)

1. Comments from the public pertaining to closed session items:

II. Closed session

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

- A. Conference with Labor Negotiator; District Negotiator: Barbara Gaines, Robert Irving
Employee Organization: California School Employee Association / Rosamond Teacher Association
- B. Discussion of Student Matters: Education Code sections 35146 and 48918(c)
- C. Public Employment: Certain Personnel Matters: Government Code § 54957.1(a)(5)
DISCIPLINE/Dismissal/Employment/Release/Assignment/Reassignment/Complaint

Any action taken in closed session will be reported publicly at the end of the closed session as required by Government Code Section 54954.5.

III. Reconvene into open session at: _____
TIME

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___
PREFERENTIAL STUDENT VOTE ___ TIME: _____

IV. Action determined in closed session:

V. Procedural Issues: A recording of this meeting is being made and shall be kept for 30 days as a public record (as applicable).

A. Pledge of Allegiance led by: _____

B. Roll Call - Members Present:

___ Sunni Hepburn, President ___ Mario Gutierrez, Vice President ___ Robert Vincelette, Clerk
___ Adrienne Rendon, Member ___ Vacant, Member ___ Adrian Arellano, Student Member

C. Approve the agenda

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ PREFERENTIAL STUDENT VOTE ___

VI. Reports and Communications

INFORMATIONAL

- A. RTA report: CSEA report:
- B. Student Board Member: *Adrian Arellano*
- C. CBO Report: *Robert Irving*
- D. Assistant Superintendent, Instruction and Curriculum: *Dr. Larry Mendez*
- E. Assistant Superintendent, Special Education, Pupil Personnel: *Sheryl Taylor*
- F. Associate Superintendent, Human Resources: *Leanne Hargus*
- G. Superintendent Report: *Barbara Gaines* *October Attendance Recognition*
- H. Board Member Communications:
- I. Sub-Committee Communications/Updates:

Comments from the Public: Members of the public may address the Board on any item within the jurisdiction of the Board by submitting presentation requests to the secretary or an email. Members of the public are strongly urged not to mention personnel by name and are reminded that they do not have immunity from legal action if personnel is named. The Board may limit each speaker to 3 minutes with a total of 20 minutes per topic.

VII. Consent items A-I

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano	SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ PREFERENTIAL STUDENT VOTE ___	

- A. Ratify October EOM \$2,771,375.21
- B. Approve Donation of Little Free Library and School Supplies to WES – *Mortenson Construction*
- C. Approve Cash Donation of \$314.25 for RHECC FFA – *Fun with Friends/Cheryl Deroy*
- D. Approve RHECC AVID Night at Six Flags March 14-15, 2025 – \$11,000
- E. Approve Medallion Contracting, Inc. Cost Proposal for RHECC Locker Room Electrical Relocation – \$59,975
- F. Approve Freeze Flash Photobooth Rental Contract for RHECC Winter Ball December 14, 2024 – \$500
- G. Approve AES DJ Service Invoice/Contract for RHECC Winter Ball December 14, 2024 – \$400
- H. Approve BDJ Tech Quote #9241.4 AV & Low Voltage for RHECC Cafeteria Project – \$74,554.79
- I. Approve KCSOS MOU for Children and Youth Behavioral Health Initiative (CYBHI)

VIII. General

- A. First Reading and Review of June 2023 Board Policies (See Support) – *Gaines*

INFORMATIONAL

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.41	Charter School Oversight	SKUSD does not have Charters	
E(1) 0420.41	Charter School Oversight	SKUSD does not have Charters	
BP 1113	District and School Websites	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
E(1) 1113	District and School Websites		
BP 4112.2	Certification		
AR 4112.2	Certification		
E(1) 4112.9	Employee Notifications		
E(1) 4212.9	Employee Notifications		
E(1) 4312.9	Employee Notifications		
BP 4140	Bargaining Units		
BP 4240	Bargaining Units		
BP 4340	Bargaining Units		
AR 4161.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> See support	

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4161.2	Personal Leaves		
AR 4261.2	Personal Leaves		
AR 4361.2	Personal Leaves		
AR 4161.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	

VIII. General (Item A Continued)

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5117	Interdistrict Attendance	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5141.5	Mental Health		
BP 5141.6	School Health Services		
AR 5141.6	School Health Services		
BP 5145.6	Parent Guardian Notifications		
E(1) 5145.6	Parent Guardian Notifications		
BP 5148	Child Care and Development	SKUSD does not offer	
AR 5148	Child Care and Development	Fill in Blanks SKUSD does not offer. _____ _____	
BP 6146.4	Differential Graduation and Competency Standards for Students with Disabilities		
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6173.4	Education for American Indian Students	NEW POLICY	
AR 6173.4	Title VI Indian Education Program	Delete AR <input type="checkbox"/> Yes <input type="checkbox"/> No	
BP 6174	Education for English Learners		
AR 6174	Education for English Learners		
BB 9322	Agenda Meeting Materials		

IX. Business and Operations

A. Hearing and public comment of the California School Employees Association’s (CSEA) proposal to Reopen Negotiations to the collective bargaining agreement. Reopeners, Sunshine Proposal for 2024-2025 school year – *Gaines* INFORMATIONAL

Initial proposal of the CSEA to the Southern Kern Unified School District public school employer for the 2024-2025 Collective Bargaining Negotiations.

Recess Business Meeting/**Open** Public Hearing: Time: _____

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
 VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____
 PREFERENTIAL STUDENT VOTE ____ TIME: _____

Public Hearing Comments:

Close Public Hearing/Reconvene into Regular Session: Time: _____

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
 VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____
 PREFERENTIAL STUDENT VOTE ____ TIME: _____

X. Personnel Items

A. Approve the following listed personnel items – *Hargus*

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant
 VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant

The following personnel items, which may include hiring, resignations, contract adjustments, and retirements for certificated and classified employees are presented for Board approval. All personnel meet the necessary credentialing and/or certification requirements as required by the State or notification timelines, as appropriate.

<u>CLASSIFIED/CONFIDENTIAL EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Gonzalez, Ignacio	11/07/2024	\$1 \$17.37	Campus Safety Officer	TMS	Hire
Keys, Matthew	11/07/2024	\$11 \$24.58	Campus Safety Officer/ Paraeducator, Classroom	TMS	Promotion
Gonzalez, Eugenia	10/21/2024	---	Paraeducator, SPED 1:1	TMS/RES	Transfer
Martel, Jennifer	11/07/2024	---	Campus Safety Officer	TMS/RHECC	Transfer
Monarrez, Tristian	11/07/2024	---	Campus Safety Officer	WES/TMS	Transfer
Yohn, Lacey	11/04/2024	---	Paraeducator, SPED	WES/RES	Transfer
McKinney, Jacob	11/04/2024	---	Paraeducator, SPED	RES/WES	Transfer

<u>CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Cortez, Jose	11/07/2024	2% \$1,176.92	JV Assistant Coach – Boys Soccer	RHECC	Hire
Finch, Alexy	11/07/2024	2% \$1,176.92	JV Assistant Coach – Girls Soccer	RHECC	Hire
Guillen, Miguel	11/07/2024	6% \$3,530.76	Varsity Assistant Coach – Boys Soccer	RHECC	Hire
Newman, Merissa	11/07/2024	\$35/Hour	Expulsion & Reinstatement Administrative Assistant	DO	Hire
Notterman, Mark	11/07/2024	4% \$2,353.84	JV Head Coach – Boys Soccer	RHECC	Hire

<u>CLASSIFIED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u>		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
Robles, Ashley	11/07/2024	Hire
Freeman, Jonathan	11/07/2024	Hire
Soriano, Gloria	11/07/2024	Hire
Cooper, Alison	11/07/2024	Hire
Gonzalez, Tabitha	11/07/2024	Hire
Gonzalez, Rachel	11/07/2024	Hire
Ontiveros, Sadie	11/07/2024	Hire

X. Personnel Items (Continued)

CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Espalabra, Ana Regina	10/22/2024	C1/S6 \$47,976.30 (prorated)	SDC Teacher	RHECC	Hire
Reblora, Geralyn	10/29/2024	C4/S4 \$48,850.30 (prorated)	RSP Teacher	RES	Hire
Timblaco, Michelle	10/28/2024	C6/S26 \$78,317.70 (prorated)	RSP Teacher	TMS	Hire

CERTIFICATED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Rico, Sophia	11/07/2024	10% \$5,884.60	Varsity Head Coach - Softball	RHECC	Hire
Yunker, Leigha	11/07/2024	4% 2,353.84	JV Head Coach – Softball	RHECC	Hire

CERTIFICATED SUBSTITUTES EMPLOYMENT/RESIGNATIONS		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
McCallister, Wendy	10/09/2024	Terminated
Madrigal, Alejandra	11/07/2024	Hire
Baldovino, Roselle	11/07/2024	Hire

VOLUNTEERS FOR 2024-2025 SCHOOL YEAR			
Christina Verde	Vanessa Arellano	Brenda Saavedra	James McMahon
Rocio Yanez	Daniela Farrell	Lourdes Ortega Salazar	Courtne Mauldin
Fernando Arellano	Taylor Hanlon	Eugenia Gonzalez	Lorena Guerrero
Evelyn Covarrubias	Karla Chazares	Katherine Hallford	Fallon Mitchell
Lisa Gaddis	Tamra Tunnell	Jordan Hutchinson	Vanessa Bell
Kimberly Marquez	Deborah Mc Vey	Regina Camacho	Reina M. Preza Ventura
Fredy Monterroso	Michael Ayers	Jessica Zacarias Monroy	Leonard Grimes
Diana Jaimes	Diana Vazquez	Nancy Santoyo	Malia Reinard
Jessica Reinard	Kendall Carlton Jr.	Sayrah Fordham	Tanya Gutierrez
Eva Adorador	Christian Nicolas		

XI. Adjournment

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano	SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Vacant, Arellano
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___	
PREFERENTIAL STUDENT VOTE ___ TIME: _____	



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Donation

Site	Date Received	Board Date
Westpark Elementary	10/31/2024	11/6/2024

Donation	Effective Dates	Final Contract to Superintendent's Secretary By:
Mortenson Construction	From 11/6/2024	10/31/2024
	Until	

Description

Little Free Library and School Supplies.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	N/A
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Budget String/Comments

Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

Initial Review Complete

	<small>Signature</small>	<small>Date</small>
	Robert Irving	10/31/2024

Purchase Order Prepared

	<small>Signature</small>	<small>Date</small>

Ready for Board Agenda

	<small>Signature</small>	<small>Date</small>
	Camie Davies	10/31/2024

Gift / Donation Form

SCHOOL: Westpark Elementary School Estimated Value \$600

Gift/Donated Item: Little Free Library and school supplies

Make / Model / Year: _____

VIN or serial # _____

License plate: _____

Purpose of the Gift

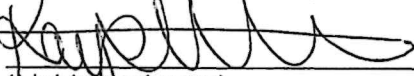
Library Books

Donated by: Organization: Mortenson Construction

Name: Bre Hansford

Address: _____

Site administrator acknowledges that item is appropriate for use at school site and adequate facilities/storage is available.


(Administrator signature)

10/18/24
(Date)

Item Placed on site inventory

(Inventory ID Number)

DATE:

This gift/donation satisfies the requirements of SKUSD Board Policy Number 3290 (a). The school/district accepts responsibility to maintain/install the donated item.

(District Office Use Only)

Pink slip forwarded to District office on: _____

Accepted by the Board on: _____

Letter of Appreciation Mailed: _____

Site Administrator must sign and forward to Superintendent's Office for Board of Trustees Approval. Letter of acceptance shall be mailed promptly to the address listed above, upon Board Action to accept donation.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Donation

Site	Date Received	Board Date
Rosamond High School	10/31/2024	11/6/2024

Donation	Effective Dates	Final Contract to Superintendent's Secretary By:
Fun With Friends	From 11/6/2024	10/31/2024
	Until	

Description

This cash donation is meant to be used towards RHS FFA.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	N/A
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Budget String/Comments

Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 10/31/2024
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 10/31/2024
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**Southern Kern Unified School District
Rosamond High School
Early College Campus
Associated Student Body**

RECEIVED
M 9/11/24

**Donation
Form**

Name of Donor: Fun with Friends - Cheryl DeRoy

Street Address: _____

City, State, & ZIP: _____

Telephone: _____ Email: _____

Description of the donation: (If cash or check, show the exact amount; if other than cash or check, include a detailed description of each item, including serial number, estimated value, color, etc...)

Cash donation \$ 314.25

Donation for: ASB CLUB School Site District

ASB Club name: Rosamond FFA

Purpose of the donation:

To help fund speaking engagements, feed, transportation of animals, award ceremonies and yearly Feels for events

Donor: Cheryl DeRoy
(Signature, Title and Date)

Student Club Representative: Chloe Barbajac
(Signature, Title and Date)

Club Advisor: Mari Cox - FFA Advisor 9/3/24
(Signature, Title and Date)

ASB Bookkeeper Verified: Natasha Gray 9-11-24
(Signature and Date)

Approved

Declined

Hold - More information needed

ASB Officer Signature: William Gonzalez

Title: vice president

ASB Director Signature: [Signature]

Date Recorded in ASB minutes: 9-17-24

Administrator Signature: [Signature]



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Field Trip

Site	Date Received	Board Date
Rosamond High School	10/17/2024	11/6/2024

Field Trip	Effective Dates	Final Contract to Superintendent's Secretary By:
AVID Night at Six Flags	From 3/14/2025 Until 3/15/2025	10/31/2024

Description

The cost for this is \$7,979 for the tickets and approximately \$3,000 for charter bus as there are no buses available from transportation on those dates.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$11,000.00
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Budget String/Comments	
Business Services	

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 10/31/2024
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 10/31/2024
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SOUTHERN KERN UNIFIED SCHOOL DISTRICT

FIELD TRIP TRANSPORTATION REQUEST

Trip Date: 03/14/2025 School Site: Rosamond High Early College Campus Today's Date: 10/15/2024

Contact Person: Lydia Vazquez-King Contact Number:

Contact Email: lvazquez@skusd.k12.ca.us

Destination: Six Flags Magic Mountain

Purpose: AVID Night at Six Flags

Overnight*: Yes Out of State*: No Lodging Required: No Student Cost: 0.00

*If trip is overnight or out of state, please attach all additional documentation with form.

If available attach event and pricing
(Cost of tickets, parking, etc...)

Are Special Education Students Included?: No

Departure Date: 03/14/2025

Return Date: 03/15/2025

Departure Time: 4:45 PM

Return Time: 2:00 AM

looking to get charter buses; just wanted to put my request in just in case we can get charter buses.

Notes:

Vehicle Type Requested

Van

No. Vans Requested:

No. Passengers:

(9 Passengers MAX Per Van)

Persons Driving:

Additional Stops: None

Approximate Miles:

Fuel per Mile:

Total Fuel Cost:

Bus

No. Buses Requested:

No. Passengers:

(Elementary 78 Passengers MAX Per Bus)

(Secondary 54 Passengers MAX Per Bus)

Additional Stops:

Approximate Miles:

Fuel per Mile:

Total Fuel Cost:

Field Trip Meal Request

The Food Nutrition Service Department requires a one (1) week notice to be for a field trip.

Are meals and/or snacks being requested for this trip? No food is requested

If meal requested, specify: Breakfast Lunch Dinner

- All students will be provided a meal during their trip per the quantity requested by the teacher/advisor.
- The teacher/advisor MUST turn in a roster of students that choose to grab a meal after the trip has ended. *Note that an attendance roster will suffice as long as student are marked for record purposes.*
- All request or dietary restrictions must be disclosed to the team to ensure the safety of the students.**

Teacher/Advisor: NA

Classroom Number: NA

Total Number of Student Eating: NA

Number of Adults Eating: NA
Cost of Adult Meal \$5.00 per person

Date Needed By: 10/14/2024

Time Needed By: 12:00 AM

Meal and/or snack options will be discussed upon receipt of this request.

Be sure to submit a full roster of attendees to Food Services after the Field Trip has taken place.

Roster Example:

NA

Student Name:	Comments/Restrictions
John Doe	No allergies
Jane Doe	Peanut allergy

Field Trip Approvals

Site Administrator Approval: Suresh Bajnath Date: 10/17/2024

Superintendent Approval: Barbara Gaines Date: 10/17/2024

Board Approval: _____ Date: _____
(Required if overnight or out of state)

Transportation Approval: Dezera Castro Date: 10/17/2024

Child Nutrition Approval: Rosie Robles Date: 10/17/2024

For Transportation Use Only

Odometer Readings:

Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				Total Van Cost
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				Total Bus Cost

Bus Driver Information:

Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:



Magic Mountain LLC
PREPAID OUTING AGREEMENT

Payments: PO Box 732302, Dallas TX, 75373-2302
Physical Address: 26101 Magic Mountain Pkwy, Valencia, CA 91355

Outing Day(s): Friday Outing Date(s): 3/14/2025
 Organization/GROUP: Rosamond High Early College Campus Customer #: SF-0000128004
 Physical Address: 2925 Rosamond Boulevard City: Rosamond State: California Zip: 93560
 Primary Contact: Barbara Gaines Title: Superintendent
 Phone: (661) 256-5000 Email: nyoung@skusd.k12.ca.us
 AP Contact: Robert Irving AP Phone: 661-256-5000 1125 AP Email: rirving@skusd.k12.ca.us

Qty*	Price	Tax	Price + Tax	Item/Description
101	\$77.00	\$2.00	\$79.00	AVID Picnic Package
6	\$0.00	\$0.00	\$0.00	1:15 Complimentary Ticket
6	\$21.00	\$2.00	\$23.00	Picnic Meal For Chaperones

* 10 **Ticket/Package Minimum**

CATERING MENU SELECTIONS:

Pavilion Reservation: _____ **Meal Serving Time:** _____
Menu: _____

SPECIAL PROVISIONS:

At 6pm, the park will still be escorting public guests out. Tickets give access to public(10:30am-6pm) and private hours(6pm-12am). Parking is free after 5pm. Meal time will be shared at a later date. Final numbers and Payment due 3 weeks prior. Any additional tickets after deadline can be added at Will-call the night of by a chaperone.

OUTING AGREEMENT TERMS AND CONDITIONS:

- Six Flags, subject to the terms and conditions hereof, agrees to provide to above the GROUP tickets/packages at the price(s) and minimum(s) stated above. If the GROUP falls below the minimum(s) they may no longer qualify for the package(s)/price(s), whereupon Six Flags reserves the right to cancel this agreement, and new package(s)/price(s) will be provided.
- GROUP agrees to pay Six Flags for all tickets/packages state in the minimum and assumes full responsibility for all tickets once received.
- "Final Guaranteed" headcount for tickets/packages is due three weeks prior to the outing date and final payment is due fifteen (15) business days prior to the outing date.
Final Guaranteed Headcount Due Date: 2/21/2025
- Full payment for final guaranteed park admission tickets/packages is due on or before ten (10) business days prior to the outing date above. This payment is non-refundable and non-transferable. Outings paid less than ten (10) business days prior, will be assessed a \$200 rush fee. Accounts with charge backs, or incomplete payments 30 days past due will be assessed an additional late payment charge at the rate of 1.5% per month or the maximum allowed by law on the unpaid balance and the reasonable cost of collection, including bank charge back fees and/or attorney fees.
Final Payment Due Date: 2/21/2025
- GROUP agrees to pay Six Flags in the form of credit card via secure PayPal link or in the form of one company/organization check made payable to Six Flags Magic Mountain. **Payments** should be mailed via **USPS first class mail only** to the **payment address** above.
- Items/merchandise may not be brought into the picnic pavilion for distribution, unless previously authorized by Six Flags in writing. Please request permission in writing with a list of specific give-a-ways.
- Six Flags' trademark, logos or other intellectual property may not be used in any communications or materials in any manner without Six Flags' prior written consent. Furthermore, no promotional materials or other communications regarding the event, or videos or images of the event, may be used or displayed publicly (i.e. other than internally within GROUP's organization) without Six Flags' prior written consent.
- Force Majeure:** in the event any acts of god, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall reschedule the date of the outing.

ONLINE TICKET DISTRIBUTION TERMS AND CONDITIONS (IF APPLICABLE):

- Six Flags agrees to a promotional code that will allow employees/members of the GROUP to purchase tickets online at the above package price. On-line promotional code will be:
- The re-sale of tickets without prior, written permission of Six Flags will result in removal of the online promotional code. **Link/Promocode:** _____
- On-line promotional codes may not be advertised to the general public. Promotional codes are meant for internal use only. **Gift Code:** _____
- All sales are final, and some restrictions may apply to special/private events. Purchases made online are subject to additional terms and conditions at check out.

This agreement may not be assigned or otherwise transferred by GROUP without the prior written consent of Six Flags. Agreement of GROUP to all foregoing terms and conditions is indicated by signature below. This agreement becomes effective only when received and approved by Six Flags whereupon it shall become a binding contract between us in accordance with its terms and conditions. Six Flags reserves the right to change operating hours and dates, and this agreement may be terminated by Six Flags at any time. Pricing, dates, and operating hours are subject to change without notice.

THIS AGREEMENT MUST BE SIGNED BY A PERSON AUTHORIZED TO EXECUTE SUCH AGREEMENTS.

Signature: _____
GROUP REPRESENTATIVE DATE
Printed Name: Barbara Gaines
Title: _____

Signature: _____
SIX FLAGS REPRESENTATIVE DATE
Printed Name: _____
Title: _____

Southern Kern Unified School District

Request for Purchase (RFP) Electronic Form

THIS IS NOT A PURCHASE ORDER

Site	Request Date	Site Request #	Request Prepared By	Needed By (date)
Rosamond High Early College Campus	09/30/2024	0000285	Lydia Vazquez-King	
Suggested Vendor	Vendor ID	Phone	Fax	Purchase Type
Six Flags Magic Mountain		661-255-4100		Service (Conference, Rental, Contract)
Address	City	State	ZIP	
26101 Magic Mountain Pkwy	Valencia	Ca	91355	
Purchase Explanation and Categorical Justification if needed				Categorical
AVID Night at Six Flags				LCAP
				Other:

Account String (DO use only)

?

QTY	Product #	Description	Unit Cost	Price	Taxable	Total Tax	
1	101	tickets	Catered package includes admissions & buffet	79.00	7,979.00	No Tax (0)	0.00
2							
3							
4							
5							
6							
7							
8							
9							
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11							
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26							

<table style="width: 100%;"> <tr> <td style="width: 50%;">Principal/Supervisor</td> <td style="width: 50%;">Date:</td> </tr> <tr> <td style="text-align: center;"><i>Suresh Bajnath</i></td> <td style="text-align: center;">09/30/2024</td> </tr> <tr> <td>Business Office</td> <td>Date:</td> </tr> <tr> <td>Superintendent/Designee</td> <td>Date:</td> </tr> </table>	Principal/Supervisor	Date:	<i>Suresh Bajnath</i>	09/30/2024	Business Office	Date:	Superintendent/Designee	Date:	<table style="width: 100%;"> <tr> <td style="width: 50%;">Subtotal</td> <td style="width: 50%;">7,979.00</td> </tr> <tr> <td>Tax 8.25%</td> <td>0.00</td> </tr> <tr> <td>Shipping</td> <td></td> </tr> <tr> <td>Other Costs</td> <td></td> </tr> <tr> <td>Total</td> <td>\$ 7,979.00</td> </tr> </table>	Subtotal	7,979.00	Tax 8.25%	0.00	Shipping		Other Costs		Total	\$ 7,979.00
Principal/Supervisor	Date:																		
<i>Suresh Bajnath</i>	09/30/2024																		
Business Office	Date:																		
Superintendent/Designee	Date:																		
Subtotal	7,979.00																		
Tax 8.25%	0.00																		
Shipping																			
Other Costs																			
Total	\$ 7,979.00																		



Lydia Vazquez-King <lvazquez@skusd.k12.ca.us>

Fwd: SFMM| 2025 AVID Private Party Information

2 messages

Amanda Hansen <ahansen@skusd.k12.ca.us>

Mon, Sep 30, 2024 at 8:27 AM

To: Lydia Vazquez-King <lvazquez@skusd.k12.ca.us>

Here is the information for Six Flags' AVID Night. I am submitting TMS' field trip request today. I searched for info on Knott's Berry Farm and it looks like they are not hosting an AVID night this year, but they offer educational field trips.

Mrs. Amanda Hansen

AVID Elective Teacher
Tropico Middle School
(661) 256-5040

----- Forwarded message -----

From: Colton Toms <ctoms@sftp.com>

Date: Sun, Sep 29, 2024 at 3:06 PM

Subject: SFMM| 2025 AVID Private Party Information

To: <ahansen@skusd.k12.ca.us>



Hello Amanda,

We are thrilled that you're interested in Six Flags Magic Mountain AVID Private Party!

March 14, 2025

General Park Hours
10:30AM - 6:00PM

Private Party Hours
6:00 PM - 12:00 AM

Pricing

Note: all tickets are valid for General and Private Party hours on March 15, 2024.

Catered package- \$79.00 per person (tax included)
(package includes, Admission and All-You-Can eat Buffet)

AVID Admission Only - \$56.00

Chaperone Meal - \$23.00 per person (tax included)

(one (1) complimentary ticket issued for every 15 admission only and/or package purchased)

Parking - \$ 30.00 per vehicle (Free after 5pm)

Once you are ready to start the ordering process, please click the button below to answer a few questions.

To book and lock in your date, click [HERE](#)



**ALL-YOU-CAN-EAT
PICNIC BUFFET (6pm-8:30pm)**

**Chicken Strips
Hot Dogs
Baked Beans
Garden Salad
Potato Chips
Ice Cream Novelty
Fountain Drinks**

(Unlimited drinks during mealtime)

Please note:

Payment is due twenty-one (21) days before the visit date. **Failure to meet the deadline may result in a rush fee.**

All tickets are non-refundable.

Six Flags is now cashless. Learn more about in-park payments and park policies by clicking the "park policies" button to the right.



[Park Policies](#)

Additional AVID Info (FAQ)

[Click HERE](#)

Please feel free to email me at colton.toms@sixflags.com you have any questions!

Warm Regards,
Colton Toms

[Unsubscribe](#)

Lydia Vazquez-King <lvazquez@skusd.k12.ca.us>
To: Amanda Hansen <ahansen@skusd.k12.ca.us>

Mon, Sep 30, 2024 at 8:31 AM

Thank you so much!!! I will submit the paperwork today as well.

Ms. Vazquez-King

lvazquez@skusd.k12.ca.us

AVID/ASB

Rosamond High Early College Campus

[Quoted text hidden]



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
Medallion Contracting, Inc.	10/31/2024	11/6/2024

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Cost Proposal	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">From</td> <td>11/7/2024</td> </tr> <tr> <td>Until</td> <td>Completed</td> </tr> </table>	From	11/7/2024	Until	Completed	10/31/2024
From	11/7/2024					
Until	Completed					

Description
<p>This cost proposal is for the RHS Locker Room Electrical Relocation.</p>

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$59,975.00
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Budget String/Comments
Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature	Date
	Robert Irving	10/31/2024

<input type="checkbox"/> Purchase Order Prepared	Signature	Date

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	10/31/2024



Ph#661-575-5962, Fax#661-949-3235, License #567084
41765 12th St. West Palmdale, CA.93551

COST PROPOSAL

10/16/2024

Attn: Robert Irving
Southern Kern Unified School District
2601 Rosamond Blvd
Rosamond, CA. 93560

SCOPE OF WORK: (RHS Locker Room Electrical Relocation)

Furnished all materials, equipment & labor to: Flip Breakers & Open Boxes to determine correct breaker and path for GYM AC unit, pot hole & drill (E) conduit to confirm if empty, blow air to confirm path, pot hole existing (2) 2" conduits that run from MSB to field area to confirm exact location, drill and knock out 17 holes in (E) 2'X3' pull boxes for new conduits, grout around 17 conduits inside pull boxes, disconnect and remove 280 LF of (3) 3/0 and (1) 1/0 conductors going to GYM A/C unit, pull approx.. 160 LF of (3) 3/0 & (1) 1/0 in new conduit to 2'X3' power pull box, Remove & reinstall concrete pull box for GYM A/C unit to allow conductors to be pulled through, trench & backfill to include recompact a total of 240 LF, hand excavate around (E) utilities, demo 20 LF 4" conduit & concrete encasement necessary to connect new 4" conduit, modify temp fencing and demo approx.. 14'X90' of (E) concrete walk. Performance & Payment Bonds included.

BASE BID: \$59,975.00

Exclusions/Conditions: Testing, Permits, inspection fees, any/all work not mentioned above is excluded. **Excludes any/all work shown pertaining to 3" domestic water line and 8" fire line.** Payment to be paid in full once work has been completed. Proposal is based on performing scope of work during normal business hours. Proposal is based on prevailing wage rates, performance & payment bond included. Bid is based on using districts water source and source for temp power as needed for our construction activities.

ACCEPTANCE OF PROPOSAL—

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____ Signature of Acceptance _____
Client/Owner

Date of Acceptance 10/16/2024 Signature of Acceptance 
CRAIG FRIES



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Freeze Flash Photobooth Rental	10/30/2024	11/6/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Contract	From 12/14/2024 Until 12/14/2024	10/31/2024

Description of Agreement

This Contract is for PhotoBooth Rental at the Rosamond High School Winter Ball. The costs will be covered by RHS ASB.

Renewal Clause	Automatic Renewal
Payment Terms: Net 30	Termination Clause N/A
	No Budgeted Item Yes

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$500.00
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Budget String/Comments

Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

Initial Review Complete

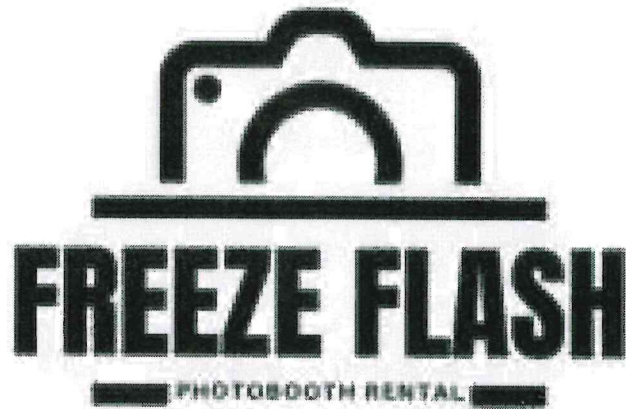
	Signature	Date
	Robert Irving	10/31/2024

Purchase Order Prepared

	Signature	Date

Ready for Board Agenda

	Signature	Date
	Camie Davies	10/31/2024



Contract

The contract is ready for review and signature. If you have any questions, just ask!

CLIENT INFORMATION: Barbara Gaines

Company Name (if a corporate event) :

Phone: 6612565020

E-mail: nyoung@skusd.k12.ca.us

Date of Event : Sat, Dec 14, 2024

Type of Event : Dance

Start Time : 6:00 pm

End Time : 9:00 pm

Full Venue Address : 2925 W Rosamond Blvd

EVENT AGREEMENT TERMS AND CONDITIONS

THE RULES (PLEASE READ)

Respect the equipment: Treat the photobooth and all accompanying props and accessories with care. Avoid any rough handling or misuse that could cause damage.

No food or drinks: To prevent any spills or damage to the equipment, refrain from bringing food or beverages inside the photobooth area.

Props and accessories: Feel free to use the provided props and accessories for your photos. However, use them responsibly and avoid causing damage or misplacing them. Return all props to their designated area after use.

Safety first: Do not engage in any activities that may compromise the safety of yourself or others. Avoid climbing on or excessively leaning on the booth structure. Follow any additional safety guidelines provided by the photobooth operator or venue.

Follow instructions: Pay attention to any instructions or guidance provided by the photobooth attendant or displayed on signs. They are there to ensure a smooth and enjoyable experience for everyone.

Have fun: Finally, enjoy your time in the photobooth! Capture memorable moments, strike poses, and create lasting memories. Remember to be inclusive and encourage others to join in the fun.

Adult supervision for kids under 8: Children under the age of 8 must be accompanied and supervised by a responsible adult while using the photobooth. This ensures their safety and prevents any mishandling of the equipment or props.

Misbehaving children require adult supervision: If a child is displaying disruptive or inappropriate behavior inside the photobooth area, they must be accompanied and supervised by a responsible adult. This ensures that all guests can enjoy their experience without disturbance or discomfort.

The person(s) whose signature(s) appear on this contract, agrees that Freeze Flash Photobooth will provide photobooth services to the best of its abilities, in the manner described in this Agreement. This is a binding contract, which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

access & Event Location: Booth location must also be in a room with no less than an 8' clearance.

Minimum door width for

booth access is 28'. Placement of booth can only be on level, hard and smooth surfaces such as tile, hardwood, concrete,

etc. Grass surface, uneven stone surfaces or bare dirt are not acceptable and client will be notified of the

inadequate environment and given the opportunity to choose a more acceptable location for the booth. We require one

110/120-volt grounded power outlet within 15' of booth location.

Expenses: Travel expenses such as parking, shipping, or destination fees must be reimbursed to the vendor and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total.

SERVICE PERIOD Pursuant to the responsibilities of the Client, Company agrees to have a photobooth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photobooth.

DEPOSIT AND PAYMENT A non-refundable retainer in the amount of \$25 is due upon signing of contract. If paying by credit card, Client agrees to have Company charge Client's credit card for payment of services. Client is liable for any overage in time at the cost of \$50/hr., which will be billed in half hour increments. Client agrees that in addition to any and all other legal rights and remedies Company may have, Client will pay a \$50 fee for any and all returned checks which Client may write to Company as payment for services.

CHANGES AND CANCELLATIONS Any request for a date, time, or location change must be made in writing at least thirty (15) days in advance of the original event date. Change is subject to photobooth availability and receipt of a new Service Contract. If there is no availability for the alternate date, time, or location, deposit shall be forfeited and no photobooth services will be provided. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

PARKING Client shall provide parking for Company's vehicle while at Client's Event. The parking space shall be within close proximity to the venue, and Client shall provide any necessary parking permit or pass prior to the event date.

PHOTOBOOTH ACCESS, SPACE AND POWER Client shall arrange for an appropriate space for the photobooth at Client's venue. Space must be level, solid, and at least 6' by 9'. It is the Client's responsibility to ensure access is possible. Photobooth may be placed in an exterior location, provided it is protect from weather. Client is responsible for providing power to the photobooth (110V, 10 amps, 3 prong outlet).

WIFI ACCESS Company social media package requires Client to provide or guarantee a venue Internet connection of at least (1MB). Company is not responsible for insufficient social media features below the required Internet speed.

ONLINE GALLERY Upon receiving downloadable link for high-resolution files, Client accepts all responsibility for archiving and protecting the photographs. Company is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

PRINT OUT DESIGN Company will design a print out based on material supplied by Client, including logos, fonts, monograms, and ideas. Company will provide a draft and one revision, additional revisions will be billed to Client at 25\$.

MODEL RELEASE Company reserves the right to use images produced with its photobooth under this Agreement to transfer to a third-party, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt, and create derivative works, and to reproduce the same images, in each case for the purpose of promoting the Company, its services, and other good faith business purposes.

Photo Storage Responsibility: a. The Vendor shall provide the Client with digital copies of all photos taken during the event, either through online transfer or USB drive, as outlined in the chosen rental package. b. The Client is solely responsible for the safekeeping and storage of these digital copies once they have been delivered. The Vendor does not guarantee the permanent storage or retention of these photos beyond the agreed-upon delivery method. c. The Client is encouraged to create backups of the digital copies to prevent any potential loss or damage. d. The Vendor shall not be held liable for any loss, corruption, or destruction of the digital copies after they have been delivered to the Client.

Equipment Damage Liability: a. The Client agrees to be fully responsible for any damage or loss incurred to the Vendor's equipment during the event, including but not limited to the photobooth, props, and accessories. b. In the event of damage or loss caused by the Client or their guests' negligence, the Client agrees to compensate the Vendor for the full repair or replacement costs of the equipment within 30 days of the event. c. The Client understands that failure to reimburse the Vendor for the equipment damage or loss within the specified timeframe may result in legal action to recover the incurred expenses.

CLIENT WARRANTS THAT IT HAS ACTUAL AUTHORITY TO AGREE TO THE USE OF THE LIKENESS OF ALL PERSONS INCLUDED IN THE IMAGES IN THIS MANNER AND SHALL INDEMNIFY THE COMPANY IN ACCORDANCE WITH THE INDEMNIFICATION CLAUSE PROVIDED IN THIS AGREEMENT BELOW.

LIMITATION OF LIABILITY; WAIVER UNDER NO CIRCUMSTANCES, EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WILL THE COMPANY, ITS PARENT COMPANY, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PHOTOBOOTH SERVICE; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT; (C) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (D) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY. IN NO EVENT WILL THE COMPANY BE LIABLE TO CLIENT OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT. CLIENT AGREES TO DEFEND (AT COMPANY'S REQUEST), INDEMNIFY, AND HOLD THE COMPANY, ITS PARENT COMPANY, EMPLOYEES, MANAGERS, OFFICERS, AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR IN ANYWAY CONNECTED WITH ANY OF THE LIABILITY STATED ABOVE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN IN CONNECTION WITH THE MODEL RELEASE PROVIDED IN THIS AGREEMENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT.

MISCELLANEOUS TERMS In the event Company is unable to supply a working photobooth for at least 80% of the Service period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, Company's maximum liability will be the return of all payments received from Client. Prior to any party commencing an action, each party shall meet in a good-faith attempt to resolve their differences. Should both parties be unable to resolve their dispute, both parties agree to submit their dispute to a neutral mediator. Both parties agree to the jurisdiction, venue, and choice of law of Company's principle place of business at the time of the execution of this Agreement.

ALL SALES ARE FINAL. Client understands and agrees that all sales and service fees are final

100% of the total due on Dec 7, 2024, in
the amount of \$500

jorge gomez

jorge gomez

Signed: Oct 10, 2024

freezeflashphotobooth@gmail.com

barbara gaines

Signed: Oct 11, 2024

nyoung@skusd.k12.ca.us



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement / Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
AES	10/30/2024	11/6/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By: 10/31/2024
Service Invoice/Contract	From 12/14/2024	
	Until 12/14/2024	

Description of Agreement

This Contract is for DJ Services at the Rosamond high School Winter Ball. The costs will be covered by RHS ASB.

Renewal Clause	Automatic Renewal
	No
Payment Terms: Net 30	Budgeted Item Yes
Termination Clause N/A	

Fixed/Startup Costs N/A	Total Cost (NTE) Per Year	\$400.00
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Budget String/Comments

Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

Initial Review Complete

Signature	Date
Robert Irving	10/31/2024

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	10/31/2024



Service Invoice/Contract

Invoice Date: Oct 22 ,2024
Payment Due: Dec 14, 2024
Event Date: Dec 14, 2024
Event Name: Rosamond High School Winter Ball Dance
Client: Rosamond High School
2925 West Rosamond Blvd.
Rosamond, CA 93560
Tel: (661) 256-5020
Email: lvasquez@skusd.k12.ca.us

Invoice Number: 026-2024

Description	QTY	Unit Price	Amount
Equipment	1	\$85.00	\$75.00
Set-up	1	\$75.00	\$75.00
DJ Service	3	\$70.00	\$210.00
Media	1	\$40.00	\$40.00
<u>Total</u>			\$400.00

Terms

The quote herein specifies the relevant costs as specified. A charge of fifteen dollars (15.00 USD) per unit hour will be added for each hour the extends the three (3) period set forth in this agreement.

*This event will start at 6:00pm and end at 9pm
Customer will make a \$0 deposit
The total agreement cost will be \$400.00*

This event will be held at:

*Rosamond High School
2925 West Rosamond Blvd.
Rosamond, CA 93560*

Louis W. Austin, Proprietor | (661) 618 – 3981 | info@austinentertainmentservices.com

www.austinentertainmentservices.com



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
BDJ Tech	10/31/2024	11/6/2024

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Quote # 9241.4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">From</td> <td style="text-align: center;">11/7/2024</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">Completed</td> </tr> </table>	From	11/7/2024	Until	Completed	10/31/2024
From	11/7/2024					
Until	Completed					

Description
<p>This quote is for AV and Low Voltage materials for the RHS Cafeteria Project</p>

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$74,554.79
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Budget String/Comments
Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 10/31/2024
---	-----------------------------------	---------------------------

<input type="checkbox"/> Purchase Order Prepared	Signature	Date
--	-----------	------

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 10/31/2024
--	----------------------------------	---------------------------



Quote

BDJtech
 214 Main St Suite 383
 El Segundo, CA, 90245
 P: (513) 404-9354
office@bdjtech.net

Date
 Expiration
 Quote Number

October 30, 2024
November 29, 2024
9241.4

Ship To
 Sean Riley
sriley@skusd.k12.ca.us
 Southern Kern USD
 2601 W Rosamond BLVD
 Rosamond, Ca 93560
 661-256-5211

Project Name	Payment Method	Shipping Method	Delivery DATE
Southern Kern Cafeteria	Net 30	Standard	As scheduled

QTY	Item	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.0	SR4POST52HD	52U 4-Post Open Frame Rack	710.00	\$ 710.00
2.0	SRCABLEDUCTVRT	Rack Enclosure Cabinet 6ft VRT Cable Manager	110.00	\$ 220.00
1.0	ICX7550-48ZP-E2-R3	Ruckus ICX 7550-48ZP-E2-R3 - switch - 48 ports - managed	7200.00	\$ 7,200.00
2.0	OL3000RTLX2UN	CyberPower Smart App Online UPS Series OL3000RTLX2UN - UPS - 2.7 kW - 3000 VA	1965.00	\$ 3,930.00
2.0	BP72V60ART2U	CyberPower BP72V60ART2U - battery enclosure - lead acid	910.00	\$ 1,820.00
3.0	901-R760-US00	R760 TriBand Wi-Fi 6E AP 4x4	915.00	\$ 2,745.00
1.0	901-T750-US01	Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4	1550.00	\$ 1,550.00
1.0	902-0134-0000	Ruckus network device mounting kit	95.00	\$ 95.00
1.0	ICX7650-4X10GF	Ruckus ICX 7650 4-port 1/10GbE SFP+ Module	980.00	\$ 980.00
5.0	XHY-9083RZ	Hanwha Techwin BMP AI 4K IR Vandal Dome Camera	1100.00	\$ 5,500.00
1.0	PNM-C12083RVD	Hanwha Vision WiseNet P PNM-C12083RVD - surveillance camera	1240.00	\$ 1,240.00
1.0	PNM-9085RQZ1	Hanwha Vision WiseNet P PNM-9085RQZ1 - camera - dome	2200.00	\$ 2,200.00
5.0	SBP-300WMW1	Hanwha Vision SBP-300WMW1 - camera mount	50.00	\$ 250.00
5.0	SBP-180HMW1	Hanwha Vision SBP-180HMW1 - camera cap adapter	30.00	\$ 150.00
1.0	SBP-300WMW1	Hanwha Vision SBP-300WMW1 - camera mount	50.00	\$ 50.00
1.0	SBP-215HM	Hanwha Vision Wisenet SBP-215HMW - camera cap adapter	25.00	\$ 25.00
1.0	SBP-390WMW2	Hanwha Vision SBP-390WMW2 - camera long arm mount	130.00	\$ 130.00
1.0	SBP-300KMW1	Hanwha Vision Wisenet SBP-300KMW1 - mounting adapter	50.00	\$ 50.00
1.0	SBP-317HMW	Hanwha Vision SBP-317HMW - hanging mount adapter	45.00	\$ 45.00
8.0	WAVE-PRO-01	WAVE Professional License, Enables 1 IP Camera	100.00	\$ 800.00
1.0	EB-PU2213B	Epson EB-PU2213B - 3LCD projector - LAN	10000.00	\$ 10,000.00
1.0	V12H004U04	Short Throw #2 Zoom Lens (ELPLU04)	1985.00	\$ 1,985.00
3.0	65UH7N-E	LG 65UH7N-E UH7N-E Series - 65" - 4K - for digital signage	1655.00	\$ 4,965.00
6.0	43UH7N-E	LG 43UH7N-E UH7N-E Series - 43" - 4K - for digital signage	980.00	\$ 5,880.00
1.0	43UH7N-E	LG 43UH7N-E UH7N-E Series - 43" - 4K - for digital signage	980.00	\$ 980.00
3.0	DWM60100XX	Display TV Wall Monitor Mount Swivel/Tilt	190.00	\$ 570.00
7.0	DWFSC3255MUL	Display TV Monitor Security Wall Mount Fixed	35.00	\$ 245.00
10.0	Control 30	4Ohm/70V 3 Way Speaker	650.00	\$ 6,500.00
2.0	SB2210 SUB	Dual 10 Compact Subwoofer-Blk	620.00	\$ 1,240.00
2.0	Control 29AV	8" 2-Way Monitor Spkr Blk	385.00	\$ 770.00
10.0	MTC-30UB	JBL U-Bracket for Mounting Control 30, Black	78.00	\$ 780.00
2.0	MTC-29UB	JBL U-Bracket for Mounting Control 29AV, Black	70.00	\$ 140.00
2.0	MTC-210UB	JBL U-Bracket for Mounting Control SB-2210 Subwoofer, Black	82.00	\$ 164.00
1.0	LT-800-072-01	Stationary Rf Transmitter	600.00	\$ 600.00
1.0	LA-326	Universal Rack Mounting Kit	60.00	\$ 60.00
1.0	LA-122	Universal Antenna Kit 72 And 2	100.00	\$ 100.00
1.0	LM-LA38001	Intelligent 12Unit Charging	500.00	\$ 500.00
12.0	LR-4200-072	Intelligent Dsp Rf Receiver	145.00	\$ 1,740.00
12.0	LA-164	Ear Speaker	15.00	\$ 180.00
1.00	CD-400U	TASCAM CD-400U CD/SD/USB Player with Bluetooth Receiver	360.00	\$ 360.00
1.00	BD-MP4K	TASCAM BD-MP4K Professional-Grade 4K UHD Blu-ray Player	500.00	\$ 500.00
CMAS Number 3-24-05-1014				
			Shipping	1,000.00
			Tax (8.25)	5,605.79
			Total	74,554.79

Southern Kern Unified School District

Request for Purchase (RFP) Electronic Form

THIS IS NOT A PURCHASE ORDER

Site	Request Date	Site Request #	Request Prepared By	Needed By (date)
Rosamond High Early College Campus	10/31/2024	0000384	Sean Riley	
Suggested Vendor	Vendor ID	Phone	Fax	Purchase Type
BDJtech		513-404-9354		Capital Equipment (\$5000+)
Address	City	State	ZIP	
214 Main St Suite 383	El Segundo	CA	90245	
Purchase Explanation and Categorical Justification if needed				Categorical
Informal bid for RHECC Cafeteria non-Extron equipment. Three quotes are attached. BDJ is our recommendation. They are the cheapest bid and were able to provide all of the equipment. Contains Capital and non-capital equipment.				LCAP
				Other: Goal 2 Action 25

Account String (DO use only)

QTY	Product #	Description	Unit Cost	Price	Taxable	Total Tax	
1	1	Quote Attachd	Please see attached quotes	74,554.79	74,554.79	No Tax (0)	0.00
2							
3							
4							
5							
6							
7							
8							
9							
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26							

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Principal/Supervisor</td> <td>Date:</td> </tr> <tr> <td>Business Office</td> <td>Date:</td> </tr> <tr> <td>Superintendent/Designee</td> <td>Date:</td> </tr> </table>	Principal/Supervisor	Date:	Business Office	Date:	Superintendent/Designee	Date:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Subtotal</td> <td>74,554.79</td> </tr> <tr> <td>Tax 8.25%</td> <td>0.00</td> </tr> <tr> <td>Shipping</td> <td></td> </tr> <tr> <td>Other Costs</td> <td></td> </tr> <tr> <td>Total</td> <td>\$ 74,554.79</td> </tr> </table>	Subtotal	74,554.79	Tax 8.25%	0.00	Shipping		Other Costs		Total	\$ 74,554.79
Principal/Supervisor	Date:																
Business Office	Date:																
Superintendent/Designee	Date:																
Subtotal	74,554.79																
Tax 8.25%	0.00																
Shipping																	
Other Costs																	
Total	\$ 74,554.79																

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. J. Sweigart Inc			
2 Business name/disregarded entity name, if different from above BDJtech			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 214 Main St Suite 383		Requester's name and address (optional)	
6 City, state, and ZIP code El Segundo, CA, 90245			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	3		-	1	1	9	1	5	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/1/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Kern County Superintendent of Schools	10/25/2024	11/6/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:				
Memorandum of Understanding (MOU)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">From</td> <td style="width: 50%; text-align: center;">11/12/2024</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	From	11/12/2024	Until	6/30/2026	10/31/2024
From	11/12/2024					
Until	6/30/2026					

Description of Agreement
 This MOU is for the Children and Youth Behavioral Health Initiative (CYBHI) School-Linked Partnership and Capacity Grant. The purpose of the CYBHI Capacity Grant is to provide SKUSD with incentive funds to support the implementation of the Project Plan.

Renewal Clause	Automatic Renewal							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Payment Terms:</td> <td style="width: 50%;">Termination Clause</td> </tr> <tr> <td style="text-align: center;">Net 30</td> <td style="text-align: center;">N/A</td> </tr> </table>	Payment Terms:	Termination Clause	Net 30	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">Budgeted Item</td> </tr> <tr> <td style="text-align: center;">Yes</td> </tr> </table>	No	Budgeted Item	Yes
Payment Terms:	Termination Clause							
Net 30	N/A							
No								
Budgeted Item								
Yes								

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	N/A
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Budget String/Comments
 Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

Initial Review Complete

Signature	Date
Robert Irving	10/31/2024

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	10/31/2024

**MEMORANDUM OF UNDERSTANDING BETWEEN
KERN COUNTY SUPERINTENDENT OF SCHOOLS AND
THE SOUTHERN KERN UNIFIED SCHOOL DISTRICT**

**CHILDREN AND YOUTH BEHAVIORAL HEALTH INITIATIVE (CYBHI) SCHOOL-
LINKED PARTNERSHIP AND CAPACITY GRANT**

This Memorandum of Understanding (“MOU”) is to specify the terms of agreement regarding the implementation of the Children and Youth Behavioral Health (CYBHI) School Linked Partnership and Capacity Grant. The source of the funding is incentive funding from the California Department of Health Care Services (DHCS) and administered by the Sacramento County Office of Education (SCOE) with Kern County Superintendent of Schools (KCSOS) as the fiscal agent. The effective date for this MOU is November 12, 2024. The concluding date is June 30, 2026. This MOU is entered into by the Kern County Superintendent of Schools office (KCSOS) and the Southern Kern Unified School District (“District”), which may be individually referred to as “Party” and jointly referred to as the “Parties.”

I. RECITALS

1. The purpose of this MOU is to detail the roles and responsibilities of KCSOS and the Southern Kern Unified School District. This funding aims to increase the number of LEAs who meet the fee schedule’s operational requirements and expand access by increasing the availability, equity, and range of behavioral health services and growing service capacity and infrastructure.
2. The purpose of the CYBHI Capacity Grant is to provide the District with incentive funds to support the implementation of the Project Plan. Those incentive funds will be administered by SCOE and KCSOS.
3. The Parties understand that the source of the funding is incentive funding funded by the California Department of Health Care Services (DHCS) coordinated by SCOE and KCSOS and consequently the Parties must comply with the corresponding terms, conditions, and any other requirements that may be imposed on them by accepting the funding.
4. The purpose of this MOU is to specify the terms of agreement and detail the roles and responsibilities of the Parties regarding the implementation of the CYBHI Capacity Grant, focusing on the following goals:
 - a. Fee schedule readiness: Increase the number of Local Educational Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. The Statewide Multi-Payer School-Linked Fee Schedule (Fee Schedule) is a new model that establishes a specific set of behavioral health services and rates at which Medi-Cal and commercial plans are required to

reimburse local educational agencies, public institutions of higher education, and other school-affiliated providers. Attaining fee schedule readiness will ensure that one-time funds are used in a way that promotes long-term sustainability.

- b. Expanded access: Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting LEAs' capabilities and capacity. This provides an opportunity for educational entities to increase capacity and expand service delivery in the nearer term. Similarly, investments in the systems around school-linked services can help expand access to behavioral health care in schools.
- c. Collaborative Infrastructure: Develop or enhance collaborative infrastructure across LEAs, Medi-Cal and commercial managed care plans (MCPs), county behavioral health departments, and community-based organization (CBO) providers that focus on child and youth behavioral wellbeing. Grant funds can be spent on developing plans to achieve common goals, policies to enable and measure success, and tools to improve collaboration to help these systems better support children and families.

II. PURPOSE

The purpose of this MOU is to disseminate Grant Program funds to District ("Grant") and detail the roles and responsibilities of COE and District in the Grant Program. Work funded by the Grant Program will be informed by other work Districts have done to build school-based mental health and wellness services, and the Grant Program may supplement such prior work and services.

III. TERMS AND CONDITIONS

1. This MOU is entered into and effective from November 12, 2024, through June 30, 2026, unless terminated early pursuant to the provisions of this MOU. This MOU shall not automatically renew.
2. This MOU is contingent upon KCSOS's execution of a contract with SCOE and its continued existence and funding. This MOU will be terminated if the contract with SCOE is not executed or is subsequently terminated.
3. Parties understand that funding for the referenced program may involve special restrictions on use and/or other requirements imposed by the funding entity. Any such special restrictions and/or requirements are incorporated into this MOU. Parties agree that any such requirements applicable to them will be fulfilled to the satisfaction of the requiring entity or agency. District agrees to use the funding solely in accordance with the terms, conditions, and any other requirements

imposed by the underlying grant and for no other purpose.

4. As a condition of receiving this Funding, District represents and warrants that District or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or from participating in any state or federal healthcare programs.
 - B. Have not, within a three (3) year period preceding this offer this MOU, been convicted of, or had a civil or criminal judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract.
 - C. Have no conflicts of interest, or received special treatment or consideration from, with, or by KCSOS, SCOE, or DHCS, including those individuals associated with incentive program-making activities.
5. As a condition of receiving the funding, District represents that it will support: a licensed public school through the California Department of Education serving Transitional Kindergarten through 12th grade; (2) are an academic provider to Medi-Cal/socioeconomically disadvantaged students; and (3) located in Kern County
6. District shall submit reports to KCSOS that document progress made during the reporting periods in accordance with the milestones, Table 1. Failure to submit timely and complete reports may impact receipt of incentive payment funding under this Agreement.
7. No Assignment or Delegation. This MOU may not be delegated. District may not assign or otherwise transfer its rights or obligations under this MOU without the written approval of KCSOS, SCOE and DHCS.
8. Subcontractors. Subcontractors shall agree to be bound by all applicable terms and conditions of this MOU. Any other attempted assignment shall be null and void *ab initio* and is considered a material breach of this MOU.
9. Nondiscrimination. In performing this MOU, each Party agrees to do so without discrimination toward any students, employees, or other persons to the extent prohibited by law, including on the bases of race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, immigration status or other factors.

10. Confidentiality. The County Office of Education and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the County Office of Education its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical and deidentified information not identifying any such person.

IV. SCOPE OF WORK

1. The District will submit an Implementation Plan to KCSOS (see Exhibit A), through an online form within 60 days of the COE submitted Implementation Plan. The Implementation Plan should outline how the District plans to use its Grant. The use of funds indicated in the Implementation Plan should align with the grant purpose and intended use of funds (see Exhibit B, DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview (DHCS Funding Guidance Memo) for a description of permissible uses of funds). Any updates or changes to the Implementation Plan require approval by KCSOS.
2. Submit all reports in a timely manner and in accordance with the timeline detailed below:
 - a. LEA Progress Report #1 on work completed between January 1, 2025, and June 30, 2025; due by July 31, 2025. This report may include updates on key activities such as: LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the LEA Implementation Plan. Requests to modify the LEA Implementation Plan may be submitted as part of this progress report.
 - b. LEA Progress Report #2 on work completed between July 1, 2025, and December 31, 2025; due by January 30, 2026. This report may include updates on key activities such as LEA spending of Grant Funds (in alignment with DHCS Funding Guidance Memo); and progress toward completion of deliverables identified in the LEA Implementation Plan. Requests to modify the LEA Implementation Plan may be submitted as part of this progress report.
 - c. LEA Progress Report #3 on work completed between January 1, 2026, and June 30, 2026; due by July 31, 2026. This report may include updates on key activities such as: LEA spending of the Grant 6 Funds (in alignment with DHCS Funding Guidance Memo); and completion of deliverables identified in the LEA Implementation Plan.

V. DISBURSEMENT OF FUNDING

1. KCSOS shall distribute up to \$150,000 (total allocation) to COE in grant funds based on milestones outlined in Table 1 below for successful performance of the deliverables set forth in this agreement.

2. The budget will be included as a part of the Implementation Plan and must be aligned with permissible use of funds.
3. The District shall submit progress reports to KCSOS (via an online form) on the below schedule reflecting deliverables performed during that quarter. These reports will include:
 - i. Detailed budget information.
 - ii. Project descriptions and timelines, including progress towards deliverables in the Implementation Plan as set forth in section IV which will include:
 - a. Progress toward meeting operational readiness requirements.
 - b. Updated milestones and timelines for grant activities.
4. Updates and revisions to Implementation Plan deliverables and budgets must be reviewed and approved by KCSOS.
5. Invoices must be submitted with and aligned with Table 1 below.

Table 1

The total Budget and invoice amount may not exceed allocation as follows:

<p>Milestone #1: Completion of MOU with KCSOS Signed MOU due to KCSOS by November 12, 2024</p>	<p>N/A</p>
<p>Milestone #2: LEA Implementation Plan(s) Funds: 60% of funds released upon signed MOU and approval of LEAs completed Implementation Plan and approved invoice LEA Implementation Plan due to KCSOS by November 12,2024 Implementation Plan invoice due 7 days after Implementation Plan submission</p>	<p>\$90,000</p>
<p>Milestone #3: Progress Report #1 Date range: covering work from January 1st 2025 – June 30th 2025 Funds: 20% of funds released upon completion of Progress Report #1 and approved invoice Progress Report 1 due to SCOE by July 31, 2025 via online form</p>	<p>\$30,000</p>
<p>Milestone #4: Progress Report #2 Date range: covering work from July 1st 2025 – December 31, 2025 Funds: 20% of funds released upon completion of Progress Report #2 and approved invoice Progress Report 2 due to SCOE by January 30, 2026 via online form</p>	<p>\$30,000</p>
<p>Milestone #5: Progress Report #3 Date range: covering work from January 1st 2026 – June 30th 2026 Funds: Capacity grant funds need to be encumbered by June 30, 2025 and spent by June 30, 2026 Progress Report due to SCOE by July 31, 2026 due via online form</p>	<p>N/A</p>
<p align="right">GRAND TOTAL</p>	<p>\$150,000</p>

All expenditures should be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access,

and range in school-linked behavioral health services. Expenditures outside of these guidelines will not be permitted without explicit permission from DHCS. If LEA would like to request funds for another purpose, a proposal may be submitted to KCSOS for consideration. Any excess funds may be utilized by the LEA for purposes consistent with the Grant Program goals; however, in this situation, entities shall send an updated Implementation Plan to KCSOS. To the extent expenditures are deemed to be outside of the DHCS Funding Guidance Memo, KCSOS may seek recoupment of Grant Funds. These payment provisions are contingent upon KCSOS's receipt of full payment from SCOE and DHCS. If SCOE's payments to KCSOS are reduced, delayed, or terminated at any time during the term of this MOU, KCSOS's payment to LEA will be similarly reduced, delayed, or terminated.

VI. CORRECTIVE ACTION AND TERMINATION

1. As necessary and subject to the approval of the Department of Health Care Services (DHCS), KCSOS may modify this MOU and/or implement a corrective action plan in order to facilitate District's compliance. District shall be provided a reasonable period of time to achieve compliance to the satisfaction of SCOE and KCSOS.
 - a. If District fails to achieve compliance with the modified terms and/or corrective action plan, KCSOS may terminate this MOU by providing 30 days advance written notice to District and DHCS. If this MOU is terminated prior to the end of the MOU term in Section II, the District shall return any Funds received from KCSOS under this MOU to SCOE.
2. Immediate Termination by KCSOS. This MOU may be terminated immediately for cause by KCSOS, as pertains to the District. Cause for termination shall be:
 - a. A violation of any law or regulation that materially impairs District's ability to perform this MOU.
 - b. Failure to maintain District's insurance as required by this MOU or the Knox-Keene Act.

VII. MONITORING

1. Record Keeping. District agrees to maintain accurate books and records relative to all its activities associated with the funding that is the subject of this MOU. All records shall be maintained as required by state and federal laws and regulations. Notwithstanding the foregoing, all records shall be maintained in an accessible location and condition for at least five years from the date of this MOU.
2. Audit. KCSOS shall have the right to, and District shall permit examination, copying and auditing of all books, records, documents, accounting procedures, and practices, and other evidence that reflect the use of the funding provided pursuant to this MOU. Copies of such records shall be immediately provided to KCSOS upon request.

3. Good Faith. Each Party agrees to cooperate in good faith and provide reasonable assistance, as may be necessary, for the other Party to fulfill its respective obligations imposed by this MOU and the underlying grant.

VIII. INDEMNIFICATION

1. Each Party agrees to hold harmless and indemnify KCSOS for any fines, penalties, reimbursement obligations or other financial obligations that may arise from noncompliance with the provisions of the underlying grant or malfeasance associated with the use of the funding by District or District-related personnel.

IX. NO RIGHT OF ASSIGNMENT OR DELEGATION

District may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the approval of KCSOS, SCOE and DHCS. Subcontractors shall agree to be bound by all applicable terms and conditions of this Agreement, including those contained in this Section VIII. Any other attempted assignment shall be null and void *ab initio* and is considered a material breach of this Agreement.

X. VALIDITY AND AMENDMENT

If any term or part of any term or condition of this Agreement is determined to be invalid, it shall not affect the validity of the other terms and conditions. This Agreement can be modified by an amendment written and authorized by KCSOS, SCOE and District and upon written consent of DHCS.

XI. COMPLIANCE WITH APPLICABLE LAWS

District agrees to comply with all applicable federal, state, and local laws, ordinances, regulations, or guidance.

XII. ENTIRE AGREEMENT

This MOU and the Exhibits incorporated herein represent the complete, total and final understanding of the parties, and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or to bind the parties hereto at the time of execution.

XIII. CHOICE OF LAW AND RESOLUTION

1. Governing Law. This MOU shall be construed according to the laws of the State of California, without regard to its provisions regarding conflict of laws.
2. The parties shall attempt to resolve disputes informally and in good faith.

XIV. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this MOU. The MOU may only be enforced by the parties.

XV. SEVERABILITY

If any provision of this MOU is found to be illegal or unenforceable, this remaining provision of the MOU shall nevertheless remain in full force and effect and the illegal or unenforceable provision shall be stricken.

XVI. WAIVER

No waiver of a breach of any provision of this MOU shall be effective unless it is written and signed by the Party against whom it runs. No waiver shall be deemed a waiver of either the same or different provision or any other matter.

XVII. NOTICES

Any notices required or permitted to be given shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

To KCSOS: Kern County Superintendent of Schools
Attn: John Mendiburu, EdD
1300 17th Street, City Centre
Bakersfield, CA 93301

To District: Southern Kern Unified School District
Attn: Barbara Gaines
2601 Rosamond Blvd
Rosamond, CA 93560

XVIII. AUTHORIZED SIGNATURE

This MOU correctly sets forth District's understanding of the terms and conditions of the Funds. District accepts this MOU by having, and represents that it has, an authorized individual sign and date in the spaces provided below.

By their signatures below, the signatories represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

KERN COUNTY SUPERINTENDENT SCHOOLS

SIGNATURE: 

PRINT NAME: Jonathan Medina

TITLE: Assistant Superintendent

DATE: 10/11/2024

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

SIGNATURE: _____

PRINT NAME: _____

TITLE: Superintendent

DATE: _____

Exhibit A: [Implementation Plan Template](#)
Exhibit B: [Funding Guidance Memo](#)

CSBA UPDATE CHECKLIST – June 2023

District Name: Southern Kern Unified School District

Contact Name: Barbara Gaines Phone: (661) 256-5000 Email: bgaines@skusd.k12.ca.us

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.41	Charter School Oversight	SKUSD does not have Charters	
E(1) 0420.41	Charter School Oversight	SKUSD does not have Charters	
BP 1113	District and School Websites	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
E(1) 1113	District and School Websites		
BP 4112.2	Certification		
AR 4112.2	Certification		
E(1) 4112.9	Employee Notifications		
E(1) 4212.9	Employee Notifications		
E(1) 4312.9	Employee Notifications		
BP 4140	Bargaining Units		
BP 4240	Bargaining Units		
BP 4340	Bargaining Units		
AR 4161.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> See support	

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4161.2	Personal Leaves		
AR 4261.2	Personal Leaves		
AR 4361.2	Personal Leaves		
AR 4161.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5117	Interdistrict Attendance	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5141.5	Mental Health		
BP 5141.6	School Health Services		
AR 5141.6	School Health Services		
BP 5145.6	Parent/Guardian Notifications		
E(1) 5145.6	Parent/Guardian Notifications		
BP 5148	Child Care and Development	SKUSD does not offer	
AR 5148	Child Care and Development	Fill in Blanks <u>SKUSD does not offer</u> <hr/> <hr/>	
BP 6146.4	Differential Graduation and Competency Standards for Students with Disabilities		
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		

CSBA UPDATE CHECKLIST – June 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6173.4	Education for American Indian Students	NEW POLICY	
AR 6173.4	Title VI Indian Education Program	Delete AR <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BP 6174	Education for English Learners		
AR 6174	Education for English Learners		
BB 9322	Agenda/Meeting Materials		

CSBA POLICY GUIDE SHEET
June 2023

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0420.41 - Charter School Oversight

Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisory oversight up to one percent of the charter school's revenue if the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

Exhibit(1) 0420.41 - Charter School Oversight

Exhibit updated to include that admission preferences may not result in limited enrollment access for specified students and that mandatory parental volunteer hours may not be the basis of a preference or criterion for admission or continued enrollment, reflect **NEW LAW (AB 181, 2022)** which requires identified schools to complete and adopt an Individuals with Disabilities Act Addendum as part of the local control and accountability adoption and annual update, delete the requirement, based on changed guidance from the California Department of Education, to offer transitional kindergarten if the charter school offers a kindergarten program, add material regarding exemption for eligible students with disabilities from coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements, reflect **NEW LAW (AB 748, 2022)** which requires each school serving students in any of grade 6-12 to create and prominently display, as specified, a student mental health poster, and clarify that the charter school's policy on bullying and harassment be posted on the charter school's website.

Board Policy 1113 - District and School Websites

Policy updated to incorporate concepts from **NEW LAW (AB 2273, 2022)** which, although not necessarily applicable to districts, requires a business that provides an online service, product, or feature likely to be accessed by children to comply with specified requirements and provides good guidance for districts seeking to create a safe online space for students.

Exhibit(1) 1113 - District and School Websites

Exhibit updated to reflect that the California Department of Fair Employment and Housing is now named the Civil Rights Department, amend the title of one of the employment related posters for consistency with other sample policy materials, reflect **NEW LAW (SB 1479, 2022)** which requires the district to post on its website its COVID-19 testing plan, **NEW LAW (AB 185, 2022)** which requires the district to post on its website interim expenditure reports on the use of Learning Recovery Emergency Funds and **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to have a digitized mental health poster that is distributed online to students through social media, web sites, portals, and learning platforms at the beginning of each school year.

Board Policy 4112.2 - Certification

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice

of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

Administrative Regulation 4112.2 - Certification

Regulation updated to clarify that the district may charge a fee to persons being tested to cover the cost of developing, administering, and grading the district proficiency test, include administrative leave related to dismissal and suspension proceedings and military leave as types of leaves for which the Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a Teaching Permit for Statutory Leave, and add a new section "Early Childhood Education Emergency Specialist Permit/Emergency Transitional Kindergarten Permit" (ETK) which reflects **NEW LAW (AB 210, 2022)** authorizing the district to request a one-year early childhood education emergency specialist permit which allows the teaching of all subjects in a self-contained transitional kindergarten general education classroom. Regulation also updated to reference **NEW LAW (SB 1397, 2022)** which requires CTC, until July 1, 2024, to waive the basic skills proficiency requirement for the issuance of an emergency 30-day substitute permit and **NEW LAW (AB 1876, 2022)** which requires CTC to accept an alternative verification of substitute teaching as part of the requirements for initial issuance of an emergency career substitute teaching permit.

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) homeless liaison services and training, (2) transfer of coursework and credits for highly mobile students, (3) training of volunteers in regard to the administration of emergency anti-seizure medication, and (4) nondiscrimination in the offering of career and technical education courses. Exhibit also updated to clarify that the notice regarding (1) potential exposure to COVID-19 remain posted for not less than 15 calendar days, (2) disability insurance rights and benefits be given upon employment and when the employee goes on leave for pregnancy or non-occupational sickness or injury, and (3) employees assigned to a work area in a laboratory setting be given, within 15 days after receiving a monitoring result related to an employee exposure determination, specified notices. Exhibit additionally updated for conforming changes.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to align the definition of "management employee" with code language and to reference **NEW LAW (SB 931, 2022)** which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization, may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference **NEW LAW (SB 1131, 2022)** which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave

Regulation updated to delete outdated material and to reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4261.1 - Personal Illness/Injury Leave

Regulation updated to align language regarding miscarriage with analogous language in administrative regulation for certificated staff, delete outdated material, and reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 1949, 2022)** which requires a district to provide up to five days of bereavement leave to a qualified employee for the death of a family member, and provide clarifying language regarding the definitions of "family member" and "immediate family" and implications for bereavement leave. Regulation also updated to reference **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person."

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person," provide that an employee may identify the designated person at the time of the employee's request for leave, and include that the district may limit an employee's use of CFRA leave to care for one designated person per 12-month period.

Board Policy 5117 - Interdistrict Attendance

Policy updated to reference **NEW LAW (AB 185, 2022)** which extends the school district of choice program to July 1, 2028, and to reflect **NEW LAW (SB 941 2022)** which authorizes a district to enter into an Instruction Collaboration Agreement with another local educational agency(ies) (LEA) to offer the same or similar courses and coursework to students from another LEA who have been impacted by teacher shortages, disruptions, or cancellations in science, technology, engineering, and mathematics classes, or dual language immersion programs.

Board Policy 5141.5 - Mental Health

Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's **NEW GUIDANCE** regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect **NEW LAW (SB 14, 2021)** which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to create a mental health poster, and **NEW LAW (AB 167, 2021)** which requires CDE to develop guidelines for the use of telehealth technology in schools.

Board Policy 5141.6 - School Health Services

Policy updated to expand the first philosophical paragraph to include the unique position of districts to increase health equity and the utilization of telehealth as a method to deliver health care services in schools. Policy also updated to provide for preventative programming and intervention strategies as types of health services to be provided by districts.

Administrative Regulation 5141.6 - School Health Services

Regulation updated to include behavioral health services in the list of school health services that the district may provide, and that the district may deliver health care services to students by way of telehealth technology. Regulation also updated to reflect Department of Healthcare Services Policy and Procedure Letters No. 21-017R and No. 23-004 which require districts to develop a plan to ensure that individuals with disabilities are able to effectively communicate and participate in the Medi-Cal program. Additionally, regulation updated to provide that a district may seek reimbursement from a student's health care service plan when the district provides services or arranges for the provision of services to a student for treatment of a mental health or substance use disorder.

Policy 5145.6 - Parent/Guardian Notifications

Policy updated to reflect Health Care Services Policy and Procedures letter No. 21-017R and No. 23-004 which require districts to develop a plan to meet alternative formatting requirements for individuals with disabilities to enable individuals with speech, vision, and hearing disabilities to effectively communicate and participate in the Medi-Cal program.

Exhibit(1) 5145.6 - Parent/Guardian Notifications

Exhibit updated to add parent/guardian notifications related to (1) the manner in which district-established graduation requirements and career and technical education courses satisfy college entrance A-G course criteria, (2) California's child access prevention laws and laws related to the safe storage of firearms, (3) transfer of coursework and credits for highly mobile student populations, (4) how to access mental health services at school and/or in the community, (5) the online distribution of a digitized mental health poster, (6) type 1 diabetes information, (7) the opportunity to submit written comments on the local control and accountability plan, (8) student's participation in state assessments and option to request an exemption from testing, (9) information related to the district's food service programs, (10) upcoming eye examinations at school site and option to opt-out of eye examinations, (11) potential eligibility for services or accommodations pursuant to Section 504 or an individualized education program, (12) limitations on disenrollment of a child in a preschool or child care program, including expulsion and suspension, including how to file an appeal in the event of expulsion or suspension, (13) program plan for maintaining a child's safe participation in a preschool or child care program when a child exhibits persistent and serious challenging behaviors, (14) receipt of a "Notice of Action, Recipient of Services," prior to suspending or expelling a child in a preschool program, (15) the provision of a suspension and expulsion notice, manifestation determination notice, involuntary transfer notice, and related information to a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, (16) findings from an evaluation of participating in an independent study course when satisfactory education progress is not being met, (17) exemption from district-established graduation requirements for students with disabilities, (18) requirement to stock and make available an adequate supply of menstrual products free of cost, (19) posting of child care license, and (20) requirement to post rates, discounts and scholarship options at child care facilities. exhibit also updated for conforming changes.

Board Policy 5148 - Child Care and Development

Policy updated to reflect **NEW LAW (AB 210, 2022)** which (1) provides grant funding until June 30, 2027 for the purpose of increasing access to inclusive early care and education programs, (2) extends the date by which the California Department of Education and the California Department of Social Services (CDSS) are required to adopt implementing regulations related to early childhood development, and (3) specifies as one of the indicators for the implementation of quality child care and development programs that staff have the appropriate and required training, or any combination of qualifications, experience, or training. Policy also updated to delete material specific to COVID-19 and reflect a district's obligation to provide distance learning when a child care program is physically closed by a local or state public health order, reference that the Commission on Teacher Credentialing has adopted regulations pertaining to the prekindergarten-grade 3 early childhood education specialist credential that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers, and reference **NEW LAW (AB 2827, 2022)** which requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reference **NEW LAW (AB 2131, 2022)** which authorizes the California Department of Social Services (CDSS) to implement and administer the creation of a single child care center license through all-county or similar written instruction until regulations are adopted and to reflect **NEW LAW (AB 210, 2022)** which (1) specifies as one of the indicators for the implementation of quality child care and development program activities that meet the needs of dual language learners, and (2) provides that when eligibility for child care and development services are based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, that calculation does not include foster care payments made on behalf of a child or guaranteed income payments. Regulation also updated to delete

outdated material regarding the requirement to test for lead contamination in drinking water for buildings constructed before January 1, 2010, reference **NEW LAW (AB 185, 2022)** which requires CDSS to adopt regulations regarding the exclusion from family income of foster care payments made on behalf of a child or income guaranteed income payments, as described above, and reflect **NEW LAW (SB 1047, 2022)** which (1) extends eligibility for child care and development programs to families in which a member of the family has been certified as eligible to receive benefits from specified means tested government programs and that priority for enrollment must be based on the income declared on the application of the government program, and (2) provides that upon establishing initial eligibility or ongoing ability for child care and development services, a family is considered to meet eligibility and need requirements for services for not less than 24 months before having eligibility or need recertified, unless an exceptions exists. In addition, regulation updated to reflect **NEW LAW (AB 321, 2022)** which provides that in the second priority category for enrollment, when there are two or more families with the same income ranking, children who reside in homes in which the primary language is not English are required to be admitted first, add material regarding a family establishing eligibility for child care and development services on the basis of receiving services under a CalWORKs Stage 1,2, or 3 program since this differs from the 24 month eligibility period as described above, delete material applicable only to the 2021-22 school year, add that licensed child care centers are required to post their rates, and discounts or scholarship policies, if any, in a prominent location adjacent to the license at the child care facility, add a new section entitled "Expulsion/Unenrollment and Suspension Based on Behavior" which reflects **NEW LAW (AB 2806, 2022)** establishing requirements for expulsion, unenrollment, or suspension of a child from a child care and development program and reflects a joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services in regard to ensuring that children with disabilities are not suspended or expelled because of disability-related behaviors. Additionally, regulation updated to more closely align with law the order of disenrollment when necessary due to a reduction in state reimbursements, delete material related to the personal belief exemption as this exemption no longer exists, clarify that medical exemptions are required to specify how long the exemption is expected to be needed and that it may not extend beyond the current grade span, reflect **NEW LAW (AB 1797, 2022)** which requires child care centers to disclose specified immunization information to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, clarify that verification of an excused absence be signed by the district's authorized representative if verification is made by telephone, include procedures districts are required to follow when a child has been absent and the family has not been in communication with the district's child care and development services program coordinator or site supervisor for seven consecutive calendar days, specify that any appeal from a hearing requested by a parent/guardian regarding a Notice of Action be appealed to the Child Development Division, and add a new section entitled "Coordinating Transitions" which includes material regarding the district's obligations when a child in the district's child care and development program transfers to a local public school and reflects **NEW LAW (SB 188, 2022)** which requires districts to designate a main point of contact for coordinating and completing the transition of a child and family from Part C of the Individuals with Disabilities Education Act (IDEA), infant/toddler programs, to Part B of IDEA, preschool.

Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

NEW - Board Policy 6173.4 - Education for American Indian Students

New policy addresses legal implications and best practices for the education of American Indian students, including a philosophical statement which recognizes the unique cultural, language, and educational needs of Indian students and the ways those needs may be addressed, the importance of culturally relevant

curriculum for all students related to local American Indian tribes, and the practice of implementing strategies necessary for the improvement of the academic achievement of American Indian students. Policy also provides for the involvement of a California Indian Education Task Force as encouraged by **NEW LAW (AB 1703, 2022)**, the identification of and related supports for American Indian students most at-risk of not meeting state academic standards, the additional protections for American Indian students prior to a suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school in accordance with **NEW LAW (AB 740, 2022)**, the provision of programs to facilitate the successful transition of American Indian students to post-secondary education and employment, professional development to assist those working with students regarding the unique needs of American Indian students, and annual reporting to the Governing Board regarding the outcomes of American Indian students. Additionally, policy includes a section entitled, "Title VI Indian Education Program," with material moved from deleted Administrative Regulation 6173.4 - Title VI Indian Education Program, and reflects major requirements for districts that receive Title VI Indian education funding.

DELETE - Administrative Regulation 6173.4 - Title VI Indian Education Program

Regulation deleted as unnecessary with material moved to new Board Policy 6173.4 - Education for American Indian Students.

Board Policy 6174 - Education for English Learners

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

Administrative Regulation 6174 - Education for English Learners

Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

Board Bylaw 9322 - Agenda/Meeting Materials

Bylaw updated to move material regarding public comments to be with content related language, amend language to be more closely aligned with code language, add material regarding the means for in-person and remote public comments, and reflect **NEW LAW (AB 2449, 2022)**, which requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation to board meetings for individuals with disabilities. Bylaw also updated to provide that each agenda for a regular meeting is required to list the address designated by the Superintendent or designee for public inspection of documents related to records of a statement threatening litigation against the district to be discussed in closed session, in addition to documents related to open session, when such documents have been distributed to the Governing Board less than 72 hours before a Board meeting, clarify that the Board president and Superintendent decide when an item is placed on the agenda, include that public records under the Public Records Act and which relate to an agenda item which contain a claim or written threat of litigation which will be discussed in closed session are required to be made available to the public, in addition to documents

which relate to an agenda item scheduled for the open session of a regular meeting, and **NEW LAW (AB 2647, 2022)** which clarifies how districts can, without opening their offices after normal business hours, comply with the portion of the Brown Act that requires writings or documents distributed to a majority of a local legislative body less than 72 hours before a meeting to also be distributed to the public.

Policy 1113: District And School Websites

Status: ADOPTED

Original Adopted Date: 07/01/2007 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school websites. The use of district and school websites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

Design Standards

The Superintendent or designee shall establish design standards for district and school websites in order to maintain a consistent identity, professional appearance, and ease of use.

District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.

The district's design standards shall address the accessibility of district and school websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Website Content

The Superintendent or designee shall develop content guidelines for district and school websites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school websites.

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school websites.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

OPTION 1: The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with the student's name, may be published on district or school websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

END OF OPTION 1

OPTION 2: Photographs of individual students shall not be published on district or school websites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

END OF OPTION 2

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on

district or school websites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or the officer's family. (Government Code 3307.5)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
Bus. and Prof. Code 22580-22582	Privacy rights for California minors in the digital world - https://simbli.eboardsolutions.com/SU/XpZUgtS77ETvzOJMtcapFA==
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act - https://simbli.eboardsolutions.com/SU/FnauJhplusaffvcCQodyGJng==
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act - https://simbli.eboardsolutions.com/SU/HVBisqFqyGv3GFCCOYAFARQ==
Civ. Code 1798.99.31	California Age-Appropriate Design Code Act
Ed. Code 32096	COVID-19 testing in schools
Ed. Code 32526	COVID Emergency Appropriations for Education
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 11135	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==
Gov. Code 12950	California Civil Rights Department posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 7920.000-7930.215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents

Federal References

	Description
16 CFR 312.1-312.13	Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act
29 USC 794	Rehabilitation Act of 1973; Section 504

Regulation 4161.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)
6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

OPTION 1:

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 1 ENDS HERE

OPTION 2:

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

OPTION 2 ENDS HERE

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees

Regulation 4261.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 45193)
3. Personal necessity (Education Code 45207)
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)
6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is

terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

OPTION 1:

When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

OPTION 1 ENDS HERE

OPTION 2:

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and

accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

OPTION 2 ENDS HERE

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

OPTION 1:

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

OPTION 1 ENDS HERE

OPTION 2:

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of their employment or each calendar year or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

OPTION 2 ENDS HERE

OPTION 3:

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be credited with 24 hours or three days of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

OPTION 3 ENDS HERE

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

State References	Description
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service-connected disability
Ed. Code 45193	Leave of absence for pregnancy; use of sick leave under certain circumstance
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Federal References

Federal References	Description
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Regulation 4361.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)
3. Personal necessity (Education Code 44981)
4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)
6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

OPTION 1:

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 1 ENDS HERE

OPTION 2:

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

OPTION 2 ENDS HERE

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 5601	Transfer of accumulated sick leave
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees

Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions - https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMyAuhwJw==
2 CCR 11087-11098	California Family Rights Act - https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited

Federal References

	Description
1 USC 7	Definition of marriage and spouse - https://simbli.eboardsolutions.com/SU/znal4bZkFoCQ5lKxeKqGw==
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources References

	Description
Court Decision	Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor (2013) 699 F.3d 169

Regulation 4261.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions - https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMyAuhwJw==
2 CCR 11087-11098	California Family Rights Act - https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited

Federal References

	Description
1 USC 7	Definition of marriage and spouse - https://simbli.eboardsolutions.com/SU/zna4bZkEoCQ5ILKxeKqGw==
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources References

	Description
Court Decision	Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor (2013) 699 F.3d 169

Regulation 4361.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 07/01/2015 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of

remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

OPTION 1: The 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: The 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: The 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

OPTION 1 ENDS HERE

OPTION 2: During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

OPTION 2 ENDS HERE

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the

following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the

employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent,

good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC

2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month

period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)
5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will

be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions - https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMyAuhwJw==
2 CCR 11087-11098	California Family Rights Act - https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited

Federal References

	Description
1 USC 7	Definition of marriage and spouse - https://simbli.eboardsolutions.com/SU/znal4bZkEoCQ5JLKxeKqGw==
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources References

	Description
Court Decision	Faust v. California Portland Cement Company (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor (2013) 699 F.3d 169

Policy 5117: Interdistrict Attendance

Status: ADOPTED

Original Adopted Date: 12/01/2015 | Last Revised Date: 06/01/2023 | Last Reviewed Date: 06/01/2023

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

OPTION 1: Interdistrict Attendance Agreements and Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

OPTION 1 ENDS HERE

OPTION 2: School District of Choice Program

The Board has designated the district as a "school district of choice" and shall accept students who reside within other California school districts who wish to attend a district school.

The Board shall, by resolution, annually establish the number of students who will be accepted into the district through this program based on recommendations by the Superintendent or designee as to the number of transfer students the district will be able to accept and the schools, grades, and programs that will be able to accept the students. Once established, the district shall accept all students who apply to transfer into the district until the district is at maximum capacity, as required pursuant to Education Code 48301.

Students shall be admitted to district schools through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether a student should be enrolled based upon the student's academic or athletic performance, physical condition, proficiency in English, any of the individual characteristics set forth in Education Code 200, or family income. (Education Code 48301)

If the number of transfer applications exceeds the number of transfers the Board has elected to accept, approval for transfer shall be determined by a random drawing held in public at a regularly scheduled Board meeting. (Education Code 48301)

Because the district admits students in accordance with the school district of choice program, the Superintendent or designee shall not admit students based on individual interdistrict attendance permits, pursuant to Education Code 46600-46610, except under extraordinary circumstances.

The Superintendent or designee shall keep an accounting of all requests for admittance through the school district of choice program and a record of their disposition, including, but not limited to, all of the following: (Education Code 48313)

1. The number of requests granted, denied, or withdrawn and, for denied requests, the reason for the denial
2. The number of students transferred into and out of the district pursuant to this program

3. The race, ethnicity, gender, self-reported socioeconomic status, eligibility for free or reduced-price meals, and the district of residence for each student transferred into or out of the district pursuant to this program
4. The number of students transferred into or out of the district pursuant to this program who are classified as English learners or students with disabilities
5. As applicable, the number of students described in Items #3 and 4 above who are provided transportation assistance to a district school or program, and the total number of students provided transportation assistance, pursuant to the school district of choice program

The information specified in Items #1-5 above shall be reported by the Superintendent or designee to the Board, at a regularly scheduled meeting. No later than October 15 of each year, the Superintendent or designee shall provide the same information for the current school year, as well as information regarding the district's status as a school district of choice in the upcoming school year, to each geographically adjacent school district, the county office of education, and the Superintendent of Public Instruction. (Education Code 48313)

The district's compliance with specified program requirements shall be reviewed as part of the annual district audit conducted pursuant to Education Code 41020. (Education Code 48301)

Instruction Collaboration Agreements

The Superintendent or designee may, with board approval, enter into an instruction collaboration agreement (ICA) with another school district, county office of education or charter school to offer the same or similar courses and coursework to students who have been impacted by any of the following: (Education Code 48345)

1. Disruptions or cancellations in science, technology, engineering, and mathematics (STEM) classes
2. Disruptions or cancellations in dual language immersion programs
3. Teacher shortages in STEM classes or dual language immersion programs

Prior to accepting students for classes for any of the reasons specified in Items #1-3 above, the Superintendent or designee shall, with Board Approval, determine the maximum number of students that the district can accept for these purposes. The district shall accept students who apply until the district is at maximum capacity.

Students shall be admitted to this program through an unbiased process that prohibits an inquiry into, or evaluation or consideration of, whether a student should be authorized to participate in the course or coursework based upon the student's current academic or athletic performance, proficiency in English, physical condition, any of the individual characteristics specified in Education Code 200, or family income. If the number of applicants exceeds the number of seats available, the approval for participation shall be determined by a random public drawing at a regularly scheduled Board meeting. (Education Code 48345)

The Superintendent or designee shall publicly post information, including, but not limited to, applicable forms and timelines for submission pursuant to the ICA, to ensure that students and their families are aware of the opportunities to participate. (Education Code 48345)

When negotiating the ICA, the Superintendent or designee shall collaborate with the other participating LEA(s) to agree upon an appropriate shared cost structure. (Education Code 48345)

Transportation

Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)

In addition, upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for any interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

**2024-2025 YEAR 1 REOPENER INITIAL PROPOSAL
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ROSAMOND CHAPTER #587
TO
SOUTHERN KERN UNIFIED SCHOOL DISTRICT**

ARTICLE 3 – SALARY

Effective July 1, 2024, CSEA proposes, but not limited to, a fair and equitable salary increase to the classified bargaining unit salary schedule to help maintain the integrity of the salary schedule and an acceptable standard of living for all employees.

ARTICLE 4 – HEALTH AND WELFARE PROGRAMS

CSEA proposes to enhance the employee benefits provision for all eligible unit members which shall include, but not be limited to increasing the District's contribution.

ARTICLE 6 – HOURS

CSEA proposes to review and possibly modify, add and/or delete language, which shall include but not be limited to extra hours.

ARTICLE 7 – LEAVES

CSEA proposes to review, amend, change, or update language regarding and leaves.

CSEA reserves the right to withdraw, amend or add to this proposal as necessary, in accordance with applicable laws. In the spirit of collaboration, additional articles may be re-opened when mutually agreed upon by both parties.

Respectfully,

Mary Kluczkowski
Rosamond Chapter 587 President