

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.

Tuesday,
November 19, 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

Tuesday, November 19, 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. Centegix Presentation: *Alicia Ryan*
- B. Robotics Presentation
- C. RTA report: CSEA report:
- D. Student Board Member: *Adrian Arellano*
- E. CBO Report: *Robert Irving*
- F. Assistant Superintendent, Instruction and Curriculum: *Dr. Larry Mendez*
- G. Assistant Superintendent, Special Education, Pupil Personnel: *Sheryl Taylor*
- H. Associate Superintendent, Human Resources: *Leanne Hargus*
- I. Superintendent Report: *Barbara Gaines*
- J. Board Member Communications:
- K. 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-D

ACTION

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

SECOND: Hepburn, Gutierrez, Vincelette,
 Rendon, Vacant, Arellano

- A. Approve Minutes November 4, 2024
- B. Ratify November MIDA \$440,767.92; November MIDB \$6,764.16; November EOM \$2,790,453.09
- C. Approve Donation of 30 boxes of Kinetic Sand Kits for WES worth \$3,000 – *Sojo Angels*
- D. Approve VectorUSA Extron Equipment RHECC Cafeteria – \$50, 361.96

VIII. General

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

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE	POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.41	Charter School Oversight	SKUSD does not have Charters		AR 4361.1	Personal Illness/Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
E(1) 0420.41	Charter School Oversight	SKUSD does not have Charters		AR 4161.2	Personal Leaves		
BP 1113	District and School Websites	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>		AR 4261.2	Personal Leaves		
E(1) 1113	District and School Websites			AR 4361.2	Personal Leaves		
BP 4112.2	Certification			AR 4161.3	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 4112.2	Certification			AR 4261.3	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"/>	
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 4261.3	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 4261.1	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					

VIII. General (Continued)

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 5141.3	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 9522	Agenda Meeting Material		

B. Approve Revised Policy 5116.2: Involuntary Student Transfers Changed to Policy 5116.23: Involuntary and Voluntary Student Transfers – Dr. Mendez **ACTION**

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

C. Hearing and public comment of the Sunshine Proposal dated November 13, 2024 to the CSEA – Gaines **INFORMATIONAL**

Initial proposal of the Southern Kern Unified School District public-school employer to the California School Employees Association 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 ___	

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 ___	

IX. Business and Operations

- A. Approve Change in Contract with Medallion Contracting, Inc. Order No. 04 for the New Cafeteria at Rosamond High Early College Campus #(SKUSD-RHECC-NCB) Total Change of \$103,855.17 – *Irving* ACTION

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

X. Personnel Items

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

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

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>
Finch, Alexy	11/20/2024	S1 \$18.12	Paraeducator, SPED	RES	Hire
Lovelady, Sarah	11/20/2024	S1 \$18.12	Paraeducator SPED 1:1	RHECC	Hire
Soriano, Gloria	11/20/2024	S1 \$18.12	Paraeducator SPED 1:1	WES	Hire
Mancera, Sheyna	11/20/2024	S1 \$18.12	Paraeducator SPED 1:1	TMS	Hire
Freeman, Jonathan	11/20/2024	S1 \$18.12	Paraeducator, SPED	RES	Hire
Robles, Ashley	11/20/2024	S1 \$18.12	Paraeducator SPED 1:1	RES	Hire
Ramos Sanchez, Topacio	11/20/2024	S1 \$18.12	Paraeducator, SPED	RES	Hire
Noel, Joshua	11/20/2024	S1 \$17.37	Campus Safety Officer	TMS	Hire
Gutierrez, Osvaldo	11/20/2024	S5 \$20.33	Custodian/Campus Safety Officer	RHECC/WES	Transfer
Fortson, Christopher	11/12/2024	---	Paraeducator, SPED/ Paraeducator SPED 1:1	RES	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>
Arredondo, Andrew	11/20/2024	2% \$1,127.36	JV Assist Coach - Boys Basketball	RHECC	Hire

<u>CLASSIFIED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u>		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
Jaquez, Annette	11/20/2024	Hire
Orr, Arnez	11/20/2024	Hire

X. Personnel Items (Continued)

<u>CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Rivera, Jennifer	11/12/2024	S2 \$107,522	Mental Health Therapist	SPED	Hire

<u>CERTIFICATED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u>		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
Cupples, Morgan	11/20/2024	Hire
Cooper, Matthew	11/20/2024	Hire
Herrera Gallardo, Samantha	11/20/2024	Hire
Van Pelt, Mercedes	11/20/2024	Hire

<u>VOLUNTEERS FOR 2024-2025 SCHOOL YEAR</u>			
Analy Soriano	Alma Marcial	Victoria Galvan	Suzanne Castillo-Huizar
Jessica L. Tracey	Ana Arias	Tom Robinson	Thomas Muffley
Wendy Roope	Amber Martinez	Samantha Salazar	Catherine Hansen
Dody Jones	Lula Olmos		

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: _____	

- I. The meeting was called to order by Board President Sunni Hepburn at 5:07 p.m.
- II. **Procedural Issues:** A recording of this meeting was made and shall be kept for 30 days as a public record.
- A. **Pledge of Allegiance** led by: Sunni Hepburn
- B. **Roll Call** – Members Present: Hepburn, Gutierrez, Vincelette, Rendon
- #130→C. Motion by Vincelette, seconded by Gutierrez to approve the agenda, unanimous.
1. **Comments from the public pertaining to closed session items:** None
- #131→**III.** Motion by Gutierrez, seconded by Vincelette to go into closed session at 5:08 p.m., unanimous.
- A. **Expulsion Hearing for Student #08-24-25**
- B. **Expulsion Hearing for Student #09-24-25**
- C. **Expulsion Hearing for Student #11-24-25**
- D. **Conference with Labor Negotiator; District Negotiator:** Barbara Gaines, Robert Irving
Employee Organization: California School Employee Association / Rosamond Teacher Association
- E. **Discussion of Student Matters:** Education Code sections 35146 and 48918(c)
- F. **Public Employment: Certain Personnel Matters:** Government Code § 54957.1(a)(5)
Discipline/Dismissal/Employment/Release/Assignment/Reassignment/Complaint
- #132→**IV.** Motion by Gutierrez, seconded by Vincelette to reconvene into open session at 8:11 p.m., unanimous.
- V. Action determined in closed session:**
- #133→A. Motion by Gutierrez, seconded by Vincelette to expel Student **#08-24-25** and then suspend the expulsion order with conditions, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(i), 48900(k), unanimous.
- #134→B. Motion by Gutierrez, seconded by Vincelette to expel **#09-24-25** from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(i), 48900(k), 48900(r), 48900.4, and in addition, 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct, unanimous.
- #135→C. Motion by Gutierrez, seconded by Vincelette to expel Student **#11-24-25** from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(a)(1), unanimous.
- #136→**VI.** Motion by Gutierrez, seconded by Vincelette to approve consent item A, unanimous.
- A. Approved Minutes October 9, 2024; October 16, 2024; October 29, 2024
- VII. General**
- #137→A. Motion by Gutierrez, seconded by Vincelette to approve the updates to Board Policy 5116.2: Involuntary Student Transfers (Involuntary and Voluntary Student Transfers), unanimous.
- #138→**VIII.** Motion by Hepburn, seconded by Vincelette to adjourn the meeting at 8:14 p.m., unanimous.

Approved: _____
Barbara Gaines, Superintendent

Approved: _____
Robert Vincelette, Clerk of the Board



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Donation

Site	Date Received	Board Date
Westpark Elementary	11/12/2024	11/19/2024

Donation	Effective Dates	Final Contract to Superintendent's Secretary By:
Sojo Angels	From 11/19/2024	11/14/2024
	Until	

Description

This donation is for 30 boxes of Kinetic Sand Kits to be used at Westpark Elementary School. This donation is valued at \$3,000.

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
----------------------------	-----	-----------------------------------	-----

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	11/14/2024

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	11/14/2024

Gift / Donation Form

SCHOOL: Westpark Elementary School Estimated Value \$100⁰⁰ per box

Gift/Donated Item: Kinetic Sand Kits 30 boxes

Make / Model / Year: _____ VIN or serial # _____

License plate: _____

Purpose of the Gift Other

Donated by: Organization: Sojo Angels
Name: Atherine Blonco
Address: 3850 E Ave S.
Palmdale CA 93550

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

[Signature]
(Administrator signature)

11/8/24
(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

Proposal/Quote Coversheet

Vendor/Contractor Name	Date Proposal Received	Board Date
VectorUSA	11/15/2024	11/19/2024
Contract Title/Name	Quote Effective Dates	
Extron Equipment RHECC Cafeteria	From 11/15/2024	Final Proposal to Superintendent's Secretary By: 11/15/2024
	Until 12/15/2024	

Description of Quote
Extron equipment for RHECC cafeteria project. Equipment to be install by subcontractors already working on cafeteria. Equipment purchase within district scope.

Renewal Clause	Automatic Renewal
N/A	No

Payment Terms:	Termination Clause	Budgeted Item
Net 30		Yes

Fixed/Startup Costs	Total Cost (NTE Annually)
N/A	\$50,361.96

Budget String/Comments
Business Services
01-0000-4300.00-0000-8500-020-72-218-0000 01-0000-6400.00-0000-8500-020-72-218-0000
01-0000-4400.00-0000-8500-020-72-218-0000

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	7/31/2024

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

<input checked="" type="checkbox"/>	Ready for Board Agenda	Signature	Date
		Robert Irving	7/31/2024

P:

VRN 123645-001

Date: 11/15/2024

Company	Site
Southern Kern Unified School District 2601 Rosamond Blvd. Rosamond, CA 93560	Headquarters for Southern Kern Unified School District 2601 Rosamond Blvd. Rosamond, CA USA 93560

Project Name	Change Name
Extron quote 60-1053 Rosamond HS	Estimate 1

Scope of Work
 VectorUSA will provide and deliver the materials listed below. This is a materials only quote and no labor has been included. Freight and taxes is applicable will be applied on the final invoice.

 All items will be shipped directly to 2925 Rosamond Blvd. - Rosamond, CA 93560

Qty	Description	Unit Price	Extended Price
1	DTP CP 108 4K IPCP Q MA 70 with LL	13,443.75	13,443.75
5	DTP T HWP 4K 231 D - White	437.50	2,187.50
7	DTP HDMI 4K 230 Rx	356.25	2,493.75
2	DTP HDMI 4K 230 Rx	356.25	712.50
5	DTP R HWP 4K 231 D - White	512.50	2,562.50
6	DTP R HWP 4K 231 D - White	512.50	3,075.00
1	DXP 88 HD 4K PLUS	4,412.50	4,412.50
1	ShareLink Pro 1100	1,731.25	1,731.25
1	TLP Pro 1025M - White	2,018.75	2,018.75
1	RM 6	137.50	137.50
1	EBP 100	331.25	331.25
1	WPD 101 3.5 mm	58.75	58.75
1	DMP 128 Plus AT - Audio DSP	2,100.00	2,100.00
1	AXI 22 AT D Plus	668.75	668.75
1	CSR 6 - 6" (15 cm)	20.00	20.00
1	XPA U 1002, 2 Ch. Amp	537.50	537.50
1	XPA U 3502, 2 Ch. Amp	1,081.25	1,081.25
2	XPA U 2002 SB, 2 Ch. Amp	637.50	1,275.00
6	SF 26CT LP, Speakers (Pair)	393.75	2,362.50
5	RSU 129 GRAY	108.75	543.75
2	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V	2,385.00	4,770.00

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a VectorUSA-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of VectorUSA) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Sales Tax: Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract..

Price Guarantee: Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal and / or change order.

Lead Time Disclaimer: Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement. .

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials:	\$46,523.75
Labor:	
Tax:	\$3,838.21
Job Total	\$50,361.96

Prepared For	<u>Southern Kern Unified School District</u>	Prepared By	<u>VectorUSA</u>
Customer Signature	_____	VectorUSA Signature	<u>Chris Kyaw</u>
Printed Name	_____	Printed Name	<u>Chris Kyaw</u>
Date	_____	Date	<u>11/15/2024</u>

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> _____ _____	
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/PcUEWwMcCJnzBrKAL0EtfQ==
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

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

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 county 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

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

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

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/zna14bZkEoCQ5ILKxeKqGw==
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 county 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

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/abM0sishHCKrMbGboplusCdDilag==
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

Federal References	Description
1 USC 7	Definition of marriage and spouse - https://simbli.eboardsolutions.com/SU/zna14bZkEoCQ5JLKxeKqGw==
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

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.

Policy 5116.23: ^Involuntary and Voluntary Student Transfers

Status: ADOPTED

Original Adopted Date: 01/18/2017 | **Last Revised Date:** 11/04/2024 | **Last Reviewed Date:** 11/04/2024

The Board of Trustees desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5116.1 - Intradistrict Open Enrollment)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6173.3 - Education for Juvenile Court School Students)

Involuntary Student Transfers

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

(a) Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

(b) At the meeting, the pupil or the pupil's parent or guardian shall be informed of the specific facts and reasons for the proposed transfer and shall have the opportunity to inspect all documents relied upon, question any evidence and witnesses presented, and present evidence on the pupil's behalf. The pupil may designate one or more representatives and witnesses to be present with the pupil at the meeting. (EC Section 48432.5[c])

Students Convicted of Violent Felony or Misdemeanor

(c) A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

(d) The decision to transfer shall be in writing, stating the facts and reasons for the decision, and sent to the pupil and the pupil's parent or guardian. (EC Section 48432.5[e])

(e) The written notification shall indicate whether the decision is subject to periodic review and the periodic review procedure. (EC Section 48432.5[e])

(f) The persons involved in the final decision to make an involuntary transfer of a pupil to a continuation school shall not be a member of the staff of the school in which the pupil is enrolled at the time that the decision is made. (EC Section 48432.5[f])

(g) Involuntary transfer to a continuation school shall be imposed only when other means fail to bring about pupil improvement; provided that a pupil may be involuntarily transferred the first time the pupil commits an act enumerated in EC Section 48900 if the principal determines that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process. (EC Section 48432.5[h])

(h) An involuntary transfer to a continuation school shall not extend beyond the end of the semester following the semester during which the acts leading directly to the involuntary transfer occurred unless the governing board of the school district adopts a procedure for yearly review of the involuntary transfer conducted pursuant to this section at the request of the pupil or the pupil's parent or guardian. (EC Section 48432.5[h][i])

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

(c) Other Involuntary Transfers

Students may be involuntarily transferred under either of the following circumstances:

1. If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in

school attendance, he/she may be transferred to a continuation school. (Education Code 48432.5)

(cf. 6184 - Continuation Education)

2. If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6185 - Community Day School)

Voluntary Student Transfers

If the governing board of a school district chooses to voluntarily enroll high school pupils in a continuation school, the governing board of the school district shall establish and adopt policies and procedures governing the identification, placement, and intake procedures for these pupils. (EC Section 48432.3[a])

(a) The policies and procedures shall ensure that there is a clear criterion for determining which pupils may voluntarily transfer or be recommended for a transfer to a continuation school, and that this criterion is not applied arbitrarily, but is consistently applied on a districtwide basis. (EC Section 48432.3[a])

(b) The policies and procedures for voluntary transfers shall ensure that voluntary placement in a continuation school shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to EC Section 48900.5 (EC Section 48432.3[b][1])

(c) The policies and procedures for voluntary transfers shall strive to ensure that no specific group of pupils, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation schools within the district. (EC Section 48432.3[b][2])

(d) If the governing board of a school district chooses to permit to voluntarily transfer to a continuation school, a copy of the policies and procedures adopted under this section shall be provided to a pupil whose voluntary transfer to a continuation school is under consideration, and to the parent or legal guardian of that pupil. (EC Section 48432.3[b][3])

(e) The policies and procedures for voluntary transfers shall state that the transfer is voluntary, and the pupil has a right to return to his or her previous school. (EC Section 48432.3[b][4])

(f) Upon a parent or legal guardian's request and before a pupil is transferred, the parent or legal guardian may meet with a counselor, principal, or administrator from both the transferor school and the continuation school to determine if transferring is the best option for the pupil. (EC Section 48432.3[b][5])

(g) Approval for the voluntary transfer of a pupil to a continuation school shall be based on a finding that the voluntary placement will promote the educational interests of the pupil. (EC Section 48432.3[a])

(h) To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester. (EC Section 48432.3[b][6])

(i) A pupil who has voluntarily transferred to a continuation school shall have the right to return to the regular high school at the beginning of the following school year and, with the consent of a designer of the district superintendent of schools, may return any time. (EC Section 48432.5[j])



SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 Rosamond Blvd.
Rosamond, CA 93560
(661)256-5000 Fax (661)256-1247

Governing Board
Sunni Hepburn, President
Mario Gutierrez, Vice President
Robert Vincelette, Clerk
Adrienne Rendon, Member
Vacant, Member
Superintendent
Barbara Gaines
Associate Superintendent HR
Leanne Hargus
Assistant Superintendent SPED,
Pupil Personnel
Sheryl Taylor
Assistant Superintendent Ed.Serv.
Dr. Larry Mendez
Chief Business Officer
Robert Irving

Embracing the Whole Child

DATE: November 13, 2024

TO: Members of the General Public
California School Employees Association and its Rosamond Chapter 587

FROM: Board of Trustees
Southern Kern Unified School District

RE: INITIAL REOPENER PROPOSAL OF THE PUBLIC-SCHOOL EMPLOYER TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ROSAMOND CHAPTER 587 FOR 2024-2025 COLLECTIVE BARGAINING NEGOTIATIONS

The Board of Trustees in compliance with Government Code Section 3547, makes the following Initial Reopener Proposal (Sunshine Proposal) to the California School Employees Association and its Rosamond Chapter 587 to enter into reopener negotiations for the 2024-2025 school year.

District's Initial Proposal:

1. **Article 3:** Salaries - The District will propose changes to this article in order to address current economic conditions.
2. **Article 4:** Health and Welfare Programs - The District will propose changes to this article in order to address current economic conditions.
3. **Article 5:** Vacations and Holidays - The District will propose changes to this article to add clarity to monthly accrual of vacation.
4. **Article 14:** Transportation - The District will propose changes to this article to address ambiguity in current contract language.

The District may offer revised proposals, counter-proposals, withdrawal of proposals and/or other changes to proposals that are responsive to discussions that occur during negotiations, or that the District deems necessary in response to changes in education funding or other education requirements.

The District may propose non-substantive changes language in various articles in order to eliminate typographical errors or to clarify the intent of information contained therein. The Board and Administration look forward to an early and amicable settlement of negotiations.



SOUTHERN KERN UNIFIED SCHOOL DISTRICT
 2601 Rosamond Blvd.
 Rosamond, CA 93560
 (661) 256-5000
 CHANGE IN CONTRACT



CHANGE ORDER No. 04

PROJECT : SKUSD - NEW CAFETERIA AT ROSAMOND HIGH EARLY COLLEGE CAMPUS
 #(SKUSD-RHECC-NCB)

CONTRACTOR: Medallion Contracting Inc.

DATE: 11/12/2024

Subject to the terms and conditions of the Agreement dated August 04, 2023 between the Southern Kern Unified School District and Contractor, Agreement and/or Plans and Specifications shall be changed as follows:

	AMOUNT
PCO 19r2 - Install epoxy flooring at serving area	\$ 34,001.24
PCO 28 - Add sheet metal at trash enclosure / can wash	\$ 6,615.65
PCO 30r - Electrical rough-in for Extron devices	\$ 15,213.94
PCO 38 - Ceramic tile at two drinking fountains	\$ 4,510.95
PCO 39 - T&M Saturday work at switch gear to later power cafeteria	\$ 2,191.71
PCO 40 - Extend water / fire water utilities	\$ 41,321.68
TOTAL CHANGE	\$ 103,855.17

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) was	\$ 9,947,698.00
New change by previously authorized requests and changes	\$ 351,890.08
The (Contract Sum) prior to this Change Order was	\$ 10,299,588.08
The (Contract Sum) will be increased by this Change Order	\$ 103,855.17
The new (Contract Sum) including this Change Order # 04 will be	\$ 10,403,443.25
The Contract Time will be increased by <u>18</u> days	

Authorize:

OWNER: Southern Kern Unified School District
 ADDRESS: 2601 Rosamond Blvd.
Rosamond, CA 93560

CONTRACTOR: Medallion Contracting Inc.
 ADDRESS: 42424 4th St. East, Lancaster,
CA 93535

By: _____
 Barbara Gaines
 Superintendent, SKUSD

By: 
 Mr. Craig Fries, President
 Medallion Contracting Inc.

Date: _____

Date: 11-12-2024

Note: All necessary supporting documents pertaining to this Change Order are attached below.



PCO APPROVAL COVERSHEET

#32 (PCO#19r2)
Date: 09/16/24

PROJECT: *(name and address)*
SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:
Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: *(name and address)*
Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: *(name and address)*
Medallion Contracting
42424 4th St. East Lancaster, CA 93535

ARCHITECT: *(name and address)*
Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534,

CONSTRUCTION MANAGER: *(name and address)*
HPLE, Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per attached T&M, Contractor to provide and install epoxy flooring at the Serving Area.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of **\$34,001.24**
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is + **5 Days** _

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.


Southern Kern Unified School District
OWNER *(Firm name)*


SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

9/18/24
DATE

HPLE, Inc.
CONSTRUCTION MANAGER *(Firm name)*


SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

9/18/24
DATE

Flewelling and Moody
ARCHITECT *(Firm name)*


SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

9/18/24
DATE

END

MEDALLION CONTRACTING, INC.



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson

OWNER: Southern Kern Unified School District

Construction Manager: HPLE, Deepika Arora

PCO: 19r2

DATE: 9/4/2024

JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: Recommendation to provide and install epoxy flooring at the serving area.

PROJECT: Rosamond High School

Note: We will also provide epoxy flooring at the Kitchen at no additional cost.

LABOR	40 hrs @ \$62.50	\$ 2,500.00
LABOR BURDEN		
EQUIPMENT		
MATERIALS		
CLEAN UP		
SUBTOTAL G.C.		\$ 2,500.00
MARK-UP	10%	\$ 250.00
G.C. SUBTOTAL		\$ 2,750.00
SUBCONTRACTOR:	DFS	\$ 29,491.00
SUBCONTRACTOR:		
SUBCONTRACTOR:	Gebhart Tile	\$ (1,400.00)
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBTOTAL SUBCONTRACTORS		\$ 28,091.00
GENERAL LIABILITY	1.25%	\$ 351.14
SUBCONTRACTOR SUBTOTAL		\$ 28,442.14
MARK-UP ON SUB	10%	\$ 2,809.10
G.C. SUBTOTAL		\$ 2,750.00
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)		\$ 34,001.24

SUBMITTED BY: Craig Fries

APPROVED BY: _____

Date:
8/1/2024

To:
CRAIG FRIES
Customer PO:
CONTRACT



Change Order Request

233757
Job No: 802602
Request #: 5
CO #: 0

Invoice To: MEDALLION CONTRACTING INC. 42424 4TH STREET EAST LANCASTER, CA 93535		Job Name: ROSAMOND HIGH EARLY COLLEGE CAMPUS REV 8.9.23 2925 WEST ROSAMOND BLVD ROSAMOND, CA 93560	
CRAIG FRIES Phone: (661) 949-3205 Fax: (661) 949-3235			
From:	Project Manager:	Estimator:	
JOE CASTELLON	PAPAVASILIOU, JOANNA		

Description of Change Order Request:
 ROOM #08 REVISED CONCRETE SCOPE 8.1.24
 ROOM #08 REVISED CONCRETE SCOPE 8.1.24

DELETE

MANUFACTURER:			STYLE:		
COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:

1 SCRUB AND SEAL
 PRICING IS TO SCRUB AND SEAL CONCRETE FLOOR. PATCHING IS EXCLUDED.

THE SEALER SPECIFIED IS NOT VOC COMPLIANT IN SOUTHERN CALIFORNIA. DFS HAS PRICED AN EQUAL PRODUCT FROM THE SAME MFR CALLED PROSOCO CONCRETE PROTECTOR SB.

IF GRINDING IS REQUIRED ADD \$1800.00

Not responsible for any existing flooring material, paints, coatings, patching, leveling materials unless otherwise noted.
 Not responsible for any unforeseen floor conditions.
 Not responsible for any leveling, floating or infill of any kind.

DFS	SF	-1,262.00	2.28	-2,881.00
-----	----	-----------	------	-----------

Total DELETE (\$2,881.00)

ADD

MANUFACTURER:			STYLE:		
COLOR NAME:	COLOR NUMBER:	UOM:	QUANTITY:	UNIT PRICE:	TOTAL PRICE:

1 ROOM #08 SERVING AREA DURAGLAZE #4 EPOXY FLOORING
 Supply and install the specified EPOXY flooring system Duraglaze #4, Duragard and ArmorTop, includes cove base

EXCLUDES PRICING FOR VAPOR BARRIER IF REQUIRED PER MOISTURE TESTING

DFS	EA	1.00	26,878.00	26,878.00
-----	----	------	-----------	-----------

MEDALLION CONTRACTING INC. ROSAMOND HIGH EARLY COLLEGE CA

2 ROOM #08 OPTION FOR VAPOR BARRIER IF REQUIRED PER MOISTURE TESTING

This system may require a vapor barrier system to be installed prior to the epoxy floor depending upon moisture test results

DFS

-	EA	-	1.00	5,494.00	5,494.00
---	----	---	------	----------	----------

Total ADD **\$32,372.00**

Total This Option - Tax Included : \$29,491.00

SALESMAN'S SIGNATURE

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION



PCO APPROVAL COVERSHEET

#33 (PCO#28)
Date: 09/16/24

PROJECT: *(name and address)*

SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:

Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: *(name and address)*

Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: *(name and address)*

Medallion Contracting
42424 4th St. East Lancaster, CA 93535

ARCHITECT: *(name and address)*

Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534,

CONSTRUCTION MANAGER: *(name and address)*

HPLE, Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per District's request, Contractor to furnish, and install Sheet Metal at Trash Enclosure and Can Wash.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of **\$6,615.65**
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is + 0 Days

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.

Southern Kern Unified School District
OWNER *(Firm name)*

SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

9/18/24
DATE

HPLE, Inc.
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

9/18/24
DATE

Flewelling and Moody
ARCHITECT *(Firm name)*

SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

9/18/24
DATE

END

MEDALLION CONTRACTING, INC.



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson

PCO: 28

OWNER: Southern Kern Unified School District

DATE: 7/16/2024

Construction Manager: HPLE, Deepika Arora

JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: Per Districts request furnish & install sheet metal at trash enclosure and can wash, just like what was installed at Tropicco

PROJECT: Rosamond High School

LABOR		
LABOR BURDEN		
EQUIPMENT		
MATERIALS	Misc painting of 1 color	\$ 750.00
CLEAN UP		
SUBTOTAL G.C.		\$ 750.00
MARK-UP	<u>10%</u>	\$ 75.00
G.C. SUBTOTAL		\$ 825.00
SUBCONTRACTOR:	Circulating air	\$ 5,205.08
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBTOTAL SUBCONTRACTORS		\$ 5,205.08
GENERAL LIABILITY	<u>1.25%</u>	\$ 65.06
SUBCONTRACTOR SUBTOTAL		\$ 5,270.14
MARK-UP ON SUB	<u>10%</u>	\$ 520.51
G.C. SUBTOTAL		\$ 825.00
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)		\$ 6,615.65

SUBMITTED BY: Craig Fries

APPROVED BY: _____



State Contractor License #2401778

1109 WEST COLUMBIA WAY,
LANCASTER, CA 93534

PHONE (661) 942-2048
FAX (661) 949-2807

MECHANICAL CONTRACTORS | ENGINEERS | AIR CONDITIONING | HEATING | PIPING | SHEET METAL

CHANGE ORDER PROPOSAL NO.

3

PROJECT:	Rosamond Cafeteria SKUSD 2601 Rosamond blvd Rosamond, CA. 93560	PHONE:	
		FAX:	
		DATE:	7/16/2024
BILL TO:	Medallion Contracting inc. 42424 4th St. East Lancaster, CA 93535	PHONE:	
		FAX:	
		PCO. NO.	
		REFERENCE #	Email

DESCRIPTION OF WORK

Labor:	F-man= 12 \$101.75	J-man= 0 \$93.26	Appr= 12 \$51.30	\$	1,836.60
Equipment:				\$	-
Materials / ductwork / misc. screws and hangers /				\$	2,648.50
Sub contractors				\$	-
Mark up labor @ 10%				\$	183.66
Mark up on Equipment @ 10%				\$	-
Mark up Materials @ 10%				\$	264.85
Mark up on Sub-Contractors @ 10%				\$	-
Tax @ 10.25%				\$	271.47
Bond				\$	-

-
-
-
-

THIS CHANGE ORDER PROPOSAL BECOMES PART OF, AND IN CONFORMANCE WITH, THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT.

ADDITIONAL CHARGE FOR THE ABOVE WORK: \$5,205.08

CIRCULATING AIR, INC. IS HEREBY AUTHORIZED TO PERFORM THIS ADDITIONAL WORK. THE WORK TO BE PERFORMED AND PAYMENT MADE SHALL BE UNDER THE SAME TERMS AND CONDITIONS AS SPECIFIED IN THE ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

THE AUTHORIZING SIGNATURE BELOW INDICATES ACCEPTANCE OF THE CHANGE ORDER PROPOSAL AT THE ABOVE STATED PRICE.

AUTHORIZING SIGNATURE: _____ DATE _____
(GENERAL CONTRACTOR)

WE AGREE TO FURNISH ALL LABOR AND MATERIALS AND TO COMPLETE THE ADDITIONAL WORK AT THE ABOVE STATED PRICE.

AUTHORIZED SIGNATURE: Blayne Epps  DATE: 7/16/2024
(CIRCULATING AIR, INC. PROJECT MANAGER)



PCO APPROVAL COVERSHEET

#35 (PCO#30R)
Date: 11/08/24

PROJECT: *(name and address)*
SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:
Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: *(name and address)*
Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: *(name and address)*
Medallion Contracting
42424 4th St. East Lancaster, CA 93535

ARCHITECT: *(name and address)*
Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534.

CONSTRUCTION MANAGER: *(name and address)*
HPLE, Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per attached IB#15 issued by the Architect (F&M), the Contractor is to provide labor & material for electrical rough in for Extron equipment only.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of \$15,213.94
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

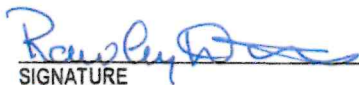
2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is + 5 Days

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.

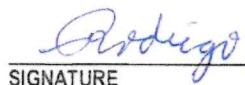
Southern Kern Unified School District
OWNER *(Firm name)*


SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

11-B-24
DATE

HPLE, Inc.
CONSTRUCTION MANAGER *(Firm name)*


SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

11-8-24
DATE

Flewelling and Moody
ARCHITECT *(Firm name)*


SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

11/13/2024
DATE

MEDALLION

CONTRACTING, INC.



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson
OWNER: Southern Kern Unified School District
Construction Manager: HPLE, Deepika Arora

PCO: 30r (Partial)
DATE: 10/15/2024
JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: Per IB #15 Electrical Rough In for Extron

PROJECT: Rosamond High School

Note: Wiring, cables, Addes devices, Equipment and associated programming is not included in this PCO

LABOR _____
LABOR BURDEN _____
EQUIPMENT _____
MATERIALS _____
CLEAN UP _____

SUBTOTAL G.C. _____
MARK-UP 10%
G.C. SUBTOTAL _____

\$ -
\$ -

SUBCONTRACTOR: Coast
SUBCONTRACTOR: _____
SUBCONTRACTOR: _____
SUBCONTRACTOR: _____
SUBCONTRACTOR: _____

\$ 13,675.45

SUBTOTAL SUBCONTRACTORS _____
GENERAL LIABILITY 1.25%
SUBCONTRACTOR SUBTOTAL _____
MARK-UP ON SUB 10%
G.C. SUBTOTAL _____
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL) _____

\$ 13,675.45
\$ 170.94
\$ 13,846.39
\$ 1,367.55
\$ -
\$ 15,213.94

SUBMITTED BY: Craig Fries

APPROVED BY: _____

LABOR AND MATERIAL REQUIRED PER INSTRUCTION
BULLETIN #15.
ELECTRICAL ROUGH IN ONLY.
EXCLUDES TAFTXETRON PORTION CURRENTLY IN DISPUTE

Coast Construction Group
530 West Avenue L
Lancaster, CA 93534
(661) 948-1674
RHECC NEW CAFETERIA
Change Order #8

* Kern County Prevailing Wage for Inside Wireman
including labor burden

Item No.	Item Description	Quantity	Material	Material Total	Labor Unit	Labor Rate	Labor Total	Equip. Unit	Equip. Total	Sub/Other Total	Total Cost
1	HOFFMAN 12X12X4 FLUSH IN ENCLOSURE	1	695.00	695.00	4.000	\$ 99.55	398.20		0.00		1,093.20
2	4SDWSPL BOX	9	2.21	19.89	0.300	\$ 99.55	268.79		0.00		288.68
3	4SDWFBSPL BRACKET BOX	7	2.67	18.69	0.300	\$ 99.55	209.06		0.00		227.75
4	4SWEXTSPL EXTENSION BOX	4	2.05	8.20	0.150	\$ 99.55	59.73		0.00		67.93
5	4S PLASTER RING 5/8"	1	0.99	0.99	0.150	\$ 99.55	14.93		0.00		15.92
6	4S 1G SWITCH RING 5/8"	13	0.83	10.79	0.150	\$ 99.55	194.12		0.00		204.91
7	4S 1G SWITCH RING 1-1/2"	4	4.44	17.76	0.150	\$ 99.55	59.73		0.00		77.49
8	TSGB16 STUD SPANNER	27	3.58	96.66	0.060	\$ 99.55	161.27		0.00		257.93
9			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
10	3/4 EMT	580	1.03	597.40	0.062	\$ 99.55	3,579.82		0.00		4,177.22
11	3/4 EMT CONN	19	0.90	17.10	0.300	\$ 99.55	567.44		0.00		584.54
12	3/4 EMT COUP	55	0.86	47.30	0.170	\$ 99.55	930.79		0.00		978.09
13	3/4 EMT 1H STRAP	52	0.14	7.28	0.050	\$ 99.55	258.83		0.00		266.11
14	3/4 EMT MINI HANGER	15	0.60	9.00	0.156	\$ 99.55	232.95		0.00		241.95
15	3/4 EMT STRUT STRAP	16	1.16	18.56	0.040	\$ 99.55	63.71		0.00		82.27
16	3/4 EMT PUSH ON BUSHING	13	0.19	2.47	0.100	\$ 99.55	129.42		0.00		131.89
17			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
18	1-5/8" GALV STRUT	10	2.81	28.10	0.200	\$ 99.55	199.10		0.00		227.20
19			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
20	SS DUPLEX PLATE	1	1.90	1.90	0.100	\$ 99.55	9.96		0.00		11.86
21	520R OUTLET	1	4.56	4.56	0.300	\$ 99.55	29.87		0.00		34.43
22	WHITE SPEAKER CABLE PLATE W/GROMMET	8	5.00	40.00	0.500	\$ 99.55	398.20		0.00		438.20
23	OUTDOOR SPEAKER CABLE PLATE W/CGBs	4	7.50	30.00	1.000	\$ 99.55	398.20		0.00		428.20
24			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
25	LAYOUT/COORDINATION MEETINGS/SUPERVISION	1	0.00	0.00	6.000	\$ 99.55	597.30		0.00		597.30
26			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
27			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
28			0.00	0.00	0.000	\$ 99.55	0.00		0.00		0.00
29	TRANS/FUEL 2 MEN 6 DAYS 26 MILES R/T 8 MPG	1	0.00	0.00	0.000	\$ 99.55	0.00	150.00	150.00		150.00
30	19' SCISSOR LIFT RENT SUNBELT PER DAY	3	0.00	0.00	0.000	\$ 99.55	0.00	185.00	555.00		555.00
				\$ 1,671.65			8,761.40	\$335.00	705.00	0.00	11,138.05

SALES TAX \$56.54

Summary

Material total Including tax \$ 1,728.19
 Field labor total \$ 8,761.40
 Project management labor \$ 1,237.64
 Labor total \$ 9,999.04
 Subcontractor \$ -
 Equip Total \$ 705.00
 Subtotal \$ 12,432.23
 Profit & overhead 10% \$ 1,243.22
 Total \$ 13,675.45

MAN HOURS 88.0
 2 MAN DAYS 5.5
 WEEKS 1.10

PJM RATE \$90.00
 HOURS 13.75



PCO APPROVAL COVERSHEET

#34 (PCO#38)
Date: 09/16/24

PROJECT: (name and address)
SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:
Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: (name and address)
Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: (name and address)
Medallion Contracting
42424 4th St. East Lancaster, CA 93535

ARCHITECT: (name and address)
Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534.

CONSTRUCTION MANAGER: (name and address)
HPL.E. Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per District's request and IB#19, Contractor to provide ceramic tiles at two drinking fountain locations.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of **\$4,510.95**
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is 14 Days

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.

Southern Kern Unified School District
OWNER (Firm name)

Rawley Davis
SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

9/18/24
DATE

HPL.E. Inc.
CONSTRUCTION MANAGER (Firm name)

Rodrigo Mejia
SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

9/18/24
DATE

Flewelling and Moody
ARCHITECT (Firm name)

Matt Buchanan
SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

9/18/24
DATE



PH# 661-949-3205 FAX# 661-949-3235
 CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson
OWNER: Southern Kern Unified School District
Construction Manager: HPLE, Deepika Arora

PCO: 38
DATE: 9/16/2024
JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: Per IB #19 Option #2 Provide Ceramic Tile at (2) drinking fountain locations

PROJECT: Rosamond High School

LABOR		
LABOR BURDEN		
EQUIPMENT		
MATERIALS		
CLEAN UP	Partial Dumpster	\$ 10.00
SUBTOTAL G.C.		\$ 10.00
MARK-UP	10%	\$ 1.00
G.C. SUBTOTAL		\$ 11.00
SUBCONTRACTOR:	Gebhart Tile	\$ 4,044.90
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBTOTAL SUBCONTRACTORS		\$ 4,044.90
GENERAL LIABILITY	1.25%	\$ 50.56
SUBCONTRACTOR SUBTOTAL		\$ 4,095.46
MARK-UP ON SUB	10%	\$ 404.49
G.C. SUBTOTAL		\$ 11.00
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)		\$ 4,510.95

SUBMITTED BY: Craig Fries

APPROVED BY: _____

Gene Gebhart Tile

License # 793174

Ph 661.609.5464 Fax 661.272.0716

Proposal Submitted to:

Work to be performed at

Name: MEDALLION CONTRACTING INC.
Address: 42424 4 TH STREET EAST
LANCASTER
Phone: 661-949-3205 /Fax:661-949-3235
Date: 09/14/2024

Name: ROSAMOND HIGH SCHOOL SERVING AREA
Address: DRINKING FOUNTAINS
ROSAMOMD
Date of plans:
Architect

We Hereby propose to furnish the materials and perform the labor necessary for the completion of:

TILE 2 DRINKING FOUNTAINS 5' TALL 5.3' WIDE TILE IN 4X4 WITH SURFACE TRIM

LABOR 2 GUYS 24 HOURS: \$2,088.00

MATERIAL COST: \$1014.18

EQUIPMENT- TILE SAW: \$575.00

SUBTOTAL: \$3,677.18

10% O&P : \$367.72

TOTAL: \$ 4,044.90

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:
\$

Any alteration or division from the above specification involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control

Payments will be made as follows:

\$

\$ 100% DO AT COMPLETION

Submitted by: Gene Gebhart Tile Per Gene Gebhart

Acceptance of proposal

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

Signed:

Dated:



PCO APPROVAL COVERSHEET

#36 (PCO#39)
Date: 11/08/24

PROJECT: *(name and address)*
SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:
Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: *(name and address)*
Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: *(name and address)*
Medallion Contracting
4424 4th St. East Lancaster, CA 93535

ARCHITECT: *(name and address)*
Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534,

CONSTRUCTION MANAGER: *(name and address)*
HPLE, Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per attached RFI#143 issued by the Architect (F&M), the Contractor is to provide labor & material on a Time and Material basis to make the needed repairs to the existing switchgear.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of \$2,191.71
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is + 0 Days

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.

Southern Kern Unified School District
OWNER *(Firm name)*

SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

11-8-24
DATE

HPLE, Inc.
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

11-8-24
DATE

Flewelling and Moody
ARCHITECT *(Firm name)*

SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

11/13/2024
DATE



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson

PCO: 39

OWNER: Southern Kern Unified School District

DATE: 10/24/2024

Construction Manager: HPLE, Deepika Arora

JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: T&M Per RFI #143 response

PROJECT: Rosamond High School

LABOR		
LABOR BURDEN		
EQUIPMENT		
MATERIALS		
CLEAN UP		
SUBTOTAL G.C.		
MARK-UP	<u>10%</u>	\$ -
G.C. SUBTOTAL		\$ -
SUBCONTRACTOR:	<u>Coast</u>	\$ 1,970.08
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBTOTAL SUBCONTRACTORS		\$ 1,970.08
GENERAL LIABILITY	<u>1.25%</u>	\$ 24.63
SUBCONTRACTOR SUBTOTAL		\$ 1,994.71
MARK-UP ON SUB	<u>10%</u>	\$ 197.01
G.C. SUBTOTAL		\$ -
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)		\$ 2,191.71

SUBMITTED BY: Craig Fries

APPROVED BY: _____



Request for Information

Project: Rosamond High Cafeteria Date: 8-27-24 RFI NO 143

From: Medallion Contracting, Inc. Rick Walker, Rick@medallioncontractinginc.com: Cell #661-810-3282
PH#661-949-3205/FAX#661-949-3235

To: Flewelling & Moody, Attn: Joselito L.


Action Requested: Clarification: _____ Direction: XXX Approval: _____

Information Needed: See attached RFI #32 from Stephen's Construction regarding existing 400A breaker at main switchgear in existing custodian closet. Please understand that all power will need to be shut down two times. Once for breaker reconfigure and second to land wires when ready for Cafeteria Building to be powered. Please advise.

The proposed solution presented by the contractor based on our zoom meeting on 09/06/2024 is acceptable

Contractor shall proceed with the proposed fix to the existing switchgear on T&M basis as agreed upon on 09-06-24. District shall coordinate schedule of power shutdown with contractor as soon as possible.

Response: Anthony Fajardo  09-06-24

 09-06-24

Request For Information (RFI)

PROJECT TITLE:

Rosamond High Early College Campus Cafeteria

CONTRACTOR:

Coast Construction Group

DATE:

08/26/2024

RFI #32

RE:

Flewelling & Moody Job #2990

SPEC. SECTIONS:

DIV 26

DISCIPLINE:

Electrical

REFERENCE:

Sheet E102

Issue:

Service switchboard "MS" calls for a new 400A breaker to feed the new cafeteria building.

It was noted at the mandatory pre bid site visit that two GE TJK 400A frame breakers were installed adjacent left/right which would be a typical scenario for this breaker type being connected to a single bus hardware kit that is designed for this GE switchboard. There was a third 400A frame breaker mounted below the left TJK breaker with the right side being unoccupied. A blank plate was present where further access was not available at the time.

Going forward we have discovered that the third breaker is installed on shimmed bus stock on the A & C vertical bus for dedicated connection to the line side where right-side installation of a TJK frame breaker is not possible.

This will require a bussing hardware kit designed for the installation of the new 400A breaker to be mounted above the two TJK 400A frame breakers. To accomplish this, we will need to disconnect and remove two smaller frame breakers and bus hardware for relocation to the top of the vertical bus, all of which we have determined to be outside of our original scope of work for this project.

Please advise.

Rick Sawyer, Estimator

08/26/2024



A/E ANSWER REQUIRED



CONT. AS-BUILT REQUIRED

ANSWERED BY:

TITLE:

DATE:

APPROVED BY:

TITLE:

DATE:



ALERT

GEN

GEN

TRANSFORMER T-13

TRANSFORMER T-12

TRANSFORMER T-2
Building J

PANEL C

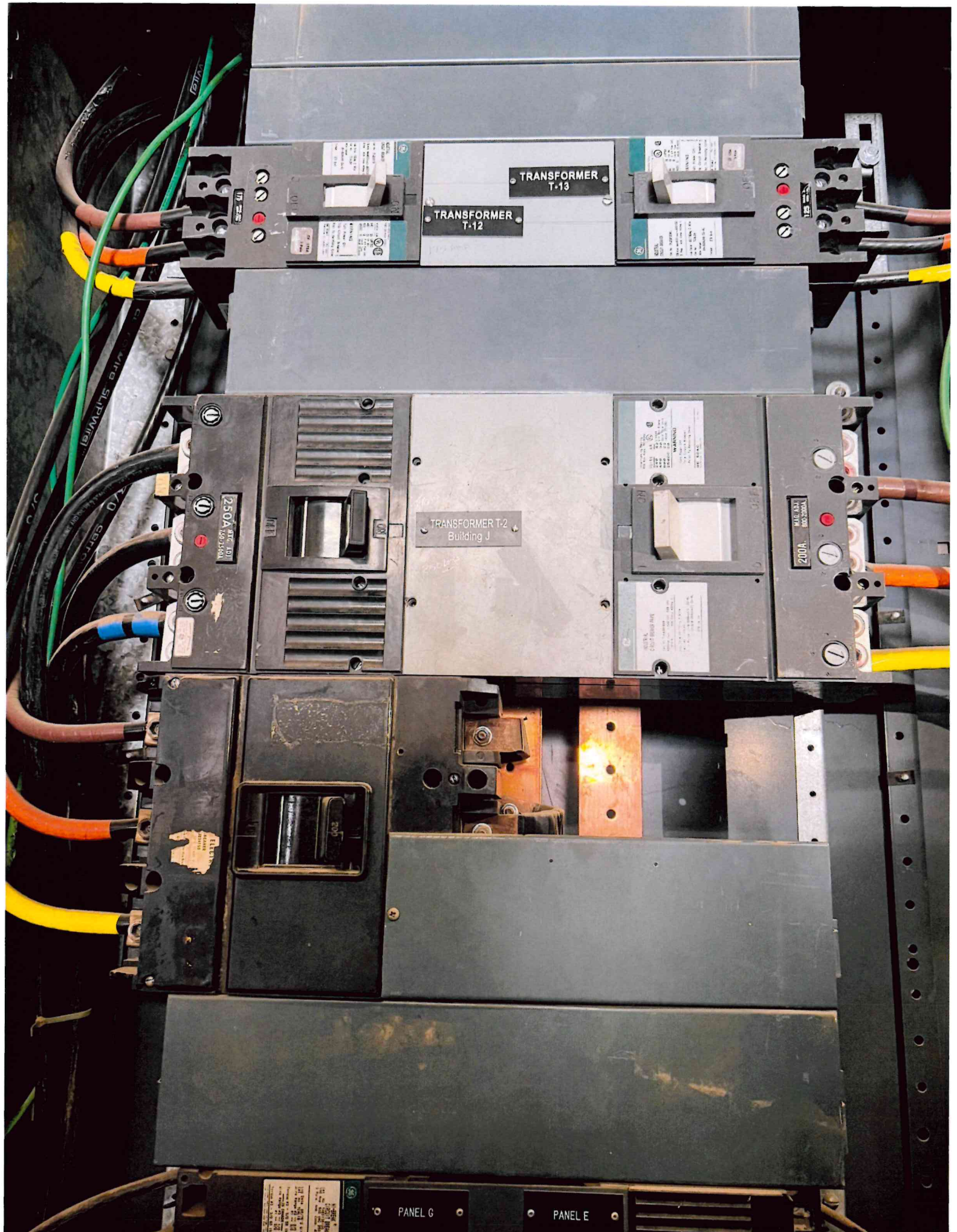
PANEL E

ROOM 207
HVAC UNIT

PANEL H

PANEL F

WATER
PUMP



TRANSFORMER T-13

TRANSFORMER T-12

TRANSFORMER T-2 Building J

200A
MIL 881
800-200A

250A
MIL 881
800-250A

PANEL G

PANEL E

09/21/2024 SATURDAY T&M SUMMARY
 MSB SUB BREAKERS RELOCATION TO FACILITATE
 INSTALLATION OF NEW 400A MCB AS AUTHORIZED
 ON MEDALLION RFI #143 F&M 09/06/24 RESPONSE.

Coast Construction Group
 530 West Avenue L
 Lancaster, CA 93534
 (661) 948-1674
 RHECC NEW CAFETERIA
 Change Order #12

23-057

Item No.	Item	Quantity	Material	Material Total	Labor Unit	Labor Rate	Labor Total	Equip. Unit	Equip. Total	Sub/Other Total	Total Cost
1	CUSTOM FILLER PLATE	1	95.00	95.00	0.000	\$ 74.64	0.00		0.00		95.00
2	TJADPK GE BUSS CONNECTION KIT	1	595.00	595.00	0.000	\$ 74.64	0.00		0.00		595.00
3	RELOCATE BREAKERS & BUSS HARDWARE	2	0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
4	LABOR HOURS PAUL MARTIN	1	0.00	0.00	3.000	\$ 74.64	223.92		0.00		223.92
5	LABOR HOURS SCOTT HOWARD	1	0.00	0.00	3.000	\$ 74.64	223.92		0.00		223.92
6			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
7			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
8			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
9			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
10			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
11			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
12			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
13			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
14			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
15			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
16			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
17			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
18			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
19			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
20			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
21			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
22			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
23			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
24			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
25			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
26			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
27			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
28			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
29	TRANSPORTATION FUEL	1	0.00	0.00	0.000	\$ 74.64	0.00	25.00	25.00		25.00
30			0.00	0.00	0.000	\$ 74.64	0.00		0.00		0.00
			SALES TAX	\$ 690.00			447.84	\$25.00	25.00	0.00	1,162.84

Summary

Material Including Tax	\$ 760.72
Small Tools and Consumables @ 5%	\$ 38.04
Labor total less overtime premium	\$ 447.84
Labor burden 38%	\$ 229.16
Subtotal	\$ 1,475.76
Project management	\$ 135.00
Prevailing wage premium @ (\$25.87) per hour	\$ 155.22
Equipment total/fuel	\$ 25.00
Subtotal	\$ 1,790.98
Profit & overhead 10%	\$ 179.10
Total	\$ 1,970.08

MAN HOURS

2 MAN DAYS

PJM RATE HOURS



PCO APPROVAL COVERSHEET

#37 (PCO#40)
Date: 11/08/24

PROJECT: *(name and address)*
SKUSD- New Cafeteria at Rosamond
High Early College Campus
2925 Rosamond Blvd., Rosamond, CA
93560

CONTRACT INFORMATION:
Contract For:
SKUSD-RHECC-NCB
Contract Date: 08/04/23

OWNER: *(name and address)*
Southern Kern Unified School District
2601 Rosamond Blvd.,
Rosamond, CA 93560

CONTRACTOR: *(name and address)*
Medallion Contracting
42424 4th St. East Lancaster, CA 93535

ARCHITECT: *(name and address)*
Flewelling & Moody
1035 West Lancaster Boulevard
Lancaster, CA 93534,

CONSTRUCTION MANAGER: *(name and address)*
HPLE, Inc.
117 E. Colorado Blvd., Suite 600
Pasadena, CA 91007

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per attached IB #21 issued by the Architect (F&M), the Contractor is to provide labor & material for the installation of additional 3-inch domestic water and 8-inch fire water lines.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:

- Lump Sum increase of \$41,321.68
- Unit Price of \$ 0.00 per _____
- Time and Material (as verified at site)
- Cost, as defined below, plus the following fee: \$0.00

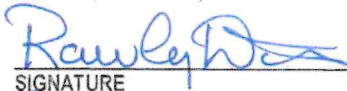
2. The Contract Time is proposed to --- be adjusted.

The proposed adjustment, if any, is + 7 Days

NOTE: The Owner, Construction Manager, Architect, and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.

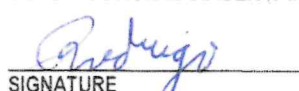
Southern Kern Unified School District
OWNER *(Firm name)*


SIGNATURE

Rawley Davis
PRINTED NAME AND TITLE

11-8-24
DATE

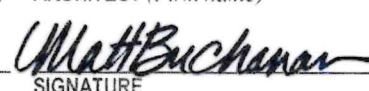
HPLE, Inc.
CONSTRUCTION MANAGER *(Firm name)*


SIGNATURE

Rodrigo Mejia
PRINTED NAME AND TITLE

11-8-24
DATE

Flewelling and Moody
ARCHITECT *(Firm name)*


SIGNATURE

Matt Buchanan
PRINTED NAME AND TITLE

11/13/2024
DATE



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Flewelling & Moody, Joselito Lacson
OWNER: Southern Kern Unified School District
Construction Manager: HPLE, Deepika Arora

PCO: 40
DATE: 11/6/2024
JOB #: 2990/RHECC-CAFÉ

DESCRIPTION: Per IB #21 installation of future 3" domestic water and 8" fire water

PROJECT: Rosamond High School

LABOR	<u>1 week supervision</u>	\$ 2,000.00
LABOR BURDEN		
EQUIPMENT	<u>Export on site 35 cu yds soil</u>	\$ 1,925.00
MATERIALS		
CLEAN UP		
SUBTOTAL G.C.		\$ 3,925.00
MARK-UP	<u>10%</u>	\$ 392.50
G.C. SUBTOTAL		\$ 4,317.50
SUBCONTRACTOR:	<u>HPS</u>	\$ 33,262.18
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBCONTRACTOR:		
SUBTOTAL SUBCONTRACTORS		\$ 33,262.18
GENERAL LIABILITY	<u>1.25%</u>	\$ 415.78
SUBCONTRACTOR SUBTOTAL		\$ 33,677.96
MARK-UP ON SUB	<u>10%</u>	\$ 3,326.22
G.C. SUBTOTAL		\$ 4,317.50
TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)		\$ 41,321.68

SUBMITTED BY: Craig Fries

APPROVED BY: _____



CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 8
REQUEST DATE: 11/05/2024
REQUESTED BY:
CUSTOMER REF #:

TO: Medallion Contracting, Inc.
42424 4th Street
Lancaster CA 93535

Attn: _____ Phone: _____

PROJECT: 2935 Rosamond High Early College Campus
2925 West Rosamond Blvd
Rosamond CA 93560

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
COR #08 - IB #21 Utility Extension	33,262.18

Remarks

This change order covers the cost of material and labor for additional fire water and domestic water lines per IB #21. Any additional work will come at an additional cost.

EXCLUDES: Saw cutting, soils testing, hazardous materials, painting, surveying, electrical, demolition, disposal off-site.

This change order covers only the direct cost associated with the change order work described above. Any alteration or deviation will be executed only upon written orders. All additional agreements must be in writing.

This proposal is for acceptance within 5 days and is subject to escalation thereafter or subject to voidance.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change \$33,262.18

The Contract Time will be changed by 0 Days

Approved by Customer _____ Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 11/5/2024
By (Print) Rolando Cardona
Signature
Title P.E. Intern

Estimate

Job Name
HPS Job #
Description

Rosamond High Early College Campus
2935
COR #08 - IB #21 Utility Extension

Description	Quantity	Units	Material	Total	Man hours	Rate	Total	Equip	Eq. Cost/Hr.	Total
LABOR & EQUIPMENT & MATERIALS.										
Supervisor/Operator	1	ea			40.00	\$ 114.72	\$ 4,588.80			
Operator	1	ea			40.00	\$ 111.48	\$ 4,459.20			
Labor	1	ea			40.00	\$ 85.94	\$ 3,437.60			
Crew Truck With Tools	1	ea						40.00	\$ 63.53	\$ 2,541.20
Materials	1	/s	\$ 11,410.12	\$ 11,410.12						
G5 Box & Clid Water	1	/s	\$ 294.16	\$ 294.16						
Sand	1	/s	\$ 725.00	\$ 725.00						
Backhoe	1	hr						40.00	\$ 63.25	\$ 2,530.00
Delivery/Pickup	1	/s						1.00	\$ 450.00	\$ 450.00
SUBCONTRACTORS										
sub-totals			Materials	12,429.28				Labor \$	12,485.60	
Labor	\$ 12,485.60									
Equipment	\$ 5,521.20									
Subcontractors	\$ -									
Material	\$ 12,429.28									
Misc										
Sales Tax @ 8.250 %	\$ 1,025.42									
Restocking		%								
Material Subtotal	\$ 13,454.70									
OH&P Mark Up Labor Line	10	%	\$ 1,246.56							
OH&P Mark Up Equipment Line	10	%	\$ 552.12							
OH&P Mark Up Subcontractors Line	10	%	\$ -							
OH&P Mark Up Materials Line	10	%	\$ -							
SUBTOTAL	\$ 33,262.18									
	\$ -									
TOTAL	\$ 33,262.18									



FLEWELLING & MOODY

INSTRUCTIONAL BULLETIN

Pasadena Office
99 South Lake Ave., Suite 300
Pasadena, California 91101
323.543.8300

Lancaster Office
1035 West Lancaster Boulevard.
Lancaster, CA 93534
661.949.0771

IB No. 21

Project: RHECC Cafeteria Bldg.

Job Number: 2990

Date: Oct. 28, 2024

Reference C4.02

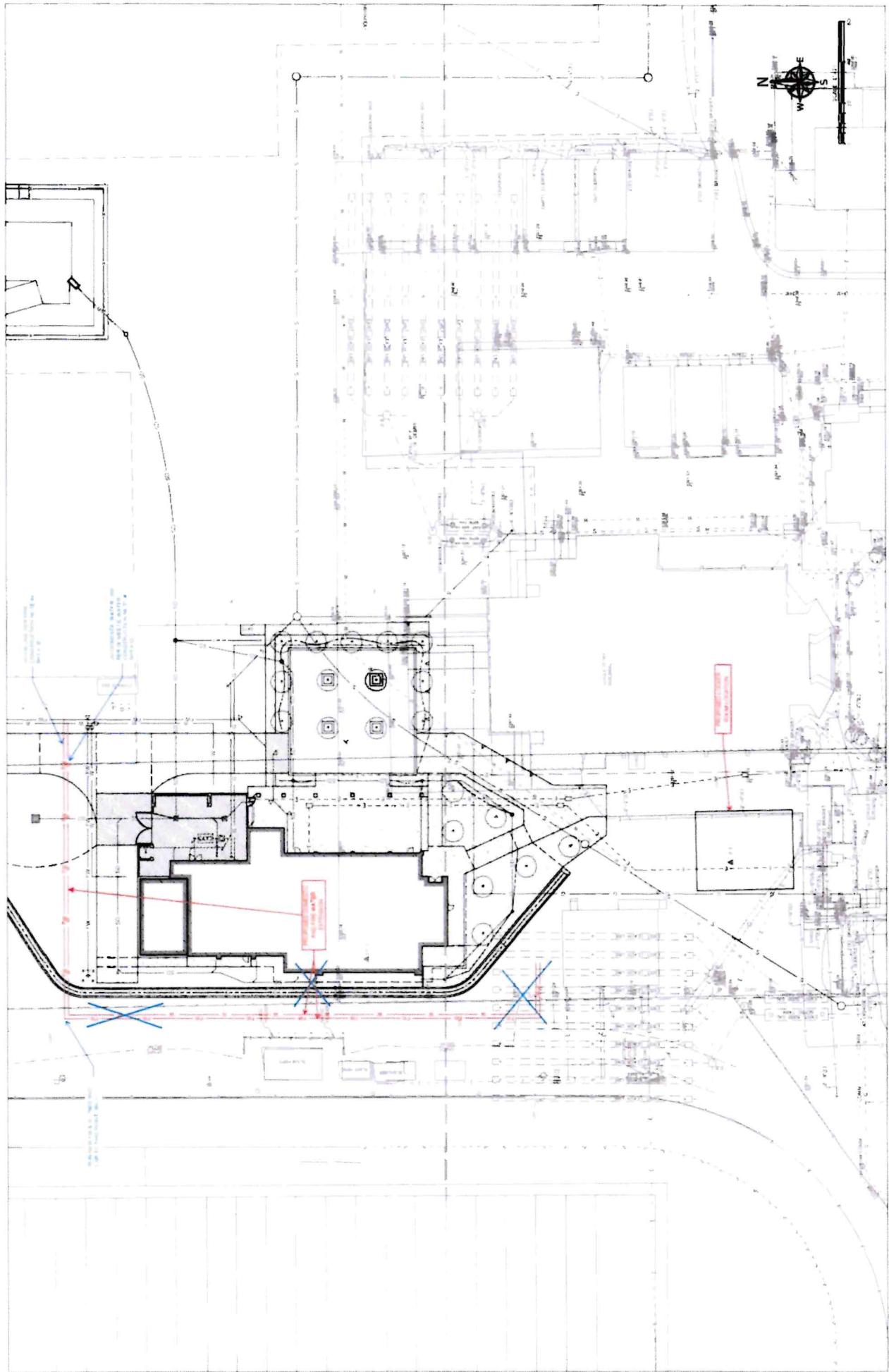
As the District's request, provide cost for material and labor for additional fire water and domestic water lines as shown on the attached sheet BD21.01

ACTION TO BE TAKEN:

- | | | |
|----|-------------------------------------|---|
| 1. | <input checked="" type="checkbox"/> | A price change request is made for the listed items. Do not proceed with the work until written approval is received. |
| 2. | <input type="checkbox"/> | A price change is confirmed for the described items. It is requested that the contractor proceed with the work. A change order will be prepared and issued. |
| 3. | <input type="checkbox"/> | Information for clarification only, is hereby submitted. A change in project cost or time is not anticipated. |
| 4. | <input type="checkbox"/> | All construction work associated with CCD – category type A requires DSA approval and shall not begin until all required documentation is submitted in accordance with PR13-01, IR A-6 and approved by DSA. |



Joselito Lacson



INSTRUCTION BULLETIN NO. 21 - SHT. BD21.01

Price Quotation

FERGUSON WW BAKERSFIELD #2777

2900 FAIRHAVEN DRIVE
BAKERSFIELD, CA 93308-6125

Phone : 661-396-3230
Fax : 661-397-7429

Bid No.....:

Bid Date...: 11/04/24

Quoted By:

Customer.: HPS MECHANICAL INC
3100 E BELLE TERRACE
ALL INVOICES MUST BE REFERENCE
TO THE JOB # IT PERTAINS
BAKERSFIELD, CA 93307

Cust PO#...: 2935 HPS

Cust Phone: 661-324-2121

Terms.....: NET 10TH PROX

Ship To.....: HPS MECHANICAL INC
3100 E BELLE TERRACE
ALL INVOICES MUST BE REFERENCE
TO THE JOB # IT PERTAINS
BAKERSFIELD, CA 93307

Job Name.: 2935 ROSAMOND HS

Item	Description	Quantity	Net Price	UM	Total
DR14BPX	8 C900 DR14 PVC GJ BLUE PIPE	160	34.088	FT	5454.08
P40BEPM20	3X20 FT PVC S40 BE PIPE	160	422.969	C	676.75
MJFTLAX	8 MJXFLG C153 TEE L/A	1	396.390	EA	396.39
IMJAPX	8 MJ C153 ACCY PK W/GLND	2	63.320	EA	126.64
S42108540985031	8 TOP BLT COUP 8.54-9.85	2	399.420	EA	798.84
P40STM	3 PVC S40 SXSXS TEE	1	16.810	EA	16.81
S41100035000003	3 STL BLT COUP 3.50	2	95.360	EA	190.72
MA236119XOL	8 MJ X FLG RW OL GATE VLV L/A	1	1942.740	EA	1942.74
IMJAPX	8 MJ C153 ACCY PK W/GLND	1	63.320	EA	63.32
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	1	20.870	EA	20.87
FNWNAIRG116X	8 NA 1/16 150# RNG GSKT	1	9.380	EA	9.38
MA236206LNM	3 FLG RW GATE FULL DI W/ SWN	1	864.250	EA	864.25
PPF80VSSFNM	3 PVC S80 VAN STONE SOC FLG	2	30.725	EA	61.45
FNWNBSZ1M	3 ZN 150# FLG NUT/BLT SET	2	6.345	EA	12.69
FNWNAIRG116M	3 NA 1/16 150# RNG GSKT	2	1.755	EA	3.51
P40SCM	3 PVC S40 SXS COUP	1	6.320	EA	6.32
P80NM12	3X12 PVC S80 NIP	1	22.610	EA	22.61
P40S9M	3 PVC S40 SXS 90 ELL	1	10.560	EA	10.56
P40SBMF	3X3/4 PVC S40 SPXSLIP BUSH	1	5.570	EA	5.57
P40TPF	3/4 PVC S40 THRD PLUG	1	0.960	EA	0.96
P40SCAPM	3 PVC S40 SOC CAP	1	4.430	EA	4.43
MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	1	165.650	EA	165.65
IMJAPX	8 MJ C153 ACCY PK W/GLND	1	63.320	EA	63.32
IGNKU'	2X6 GALV STL NIP	1	22.670	EA	22.67
IGBKF	2X3/4 GALV MI BUSH	1	21.410	EA	21.41

IGTF	3/4 GALV MI 150# TEE	1	8.320	EA	8.32
IGNFM	3/4X3 GALV STL NIP	3	4.443	EA	13.33
FNWX415F	LF 3/4 BRS 600# WOG THRD 2PC BV	1	26.010	EA	26.01
IGCAPK	2 GALV MI 150# CAP	1	16.400	EA	16.40
1513299	3X1000 UG DET TAPE RED. FIRE	1	57.520	EA	57.52
PSD2105B52	2X1000 UG DET WTR BLUE	1	38.300	EA	38.30
O30758	32 OZ PURP PRMR - NSF LISTED	1	29.680	EA	29.68
1505201	1 QT RED. HOT BLUE GLUE LO VOC	1	48.400	EA	48.40
TW12SLD45BL500	12GA SLD COP PE45 WIRE BLUE 500	500	406.840	M	203.42
PSLUBXL1Q	1 QT 2 LB PIPE JT LUB NSF NEW FORM	1	6.800	EA	6.80

Subtotal: \$11410.12
Inbound Freight: \$0.00
Tax: \$941.34
Order Total: \$12351.46

Item Code	Description	Notice
P40BEPM20	3X20 FT PVC S40 BE PIPE	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
IMJAPX	8 MJ C153 ACCY PK W/GLND	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
P40STM	3 PVC S40 SXSXS TEE	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
IMJAPX	8 MJ C153 ACCY PK W/GLND	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNWNBSZ1M	3 ZN 150# FLG NUT/BLT SET	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
P40SCM	3 PVC S40 SXS COUP	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
P80NM12	3X12 PVC S80 NIP	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
P40S9M	3 PVC S40 SXS 90 ELL	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
P40SBMF	3X3/4 PVC S40 SPXSLIP BUSH	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
P40TPF	3/4 PVC S40 THRD PLUG	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
P40SCAPM	3 PVC S40 SOC CAP	⚠ WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
IMJAPX	8 MJ C153 ACCY PK W/GLND	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
IGBKF	2X3/4 GALV MI BUSH	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
IGTF	3/4 GALV MI 150# TEE	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNWX415F	LF 3/4 BRS 600# WOG THRD 2PC BV	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
IGCAPK	2 GALV MI 150# CAP	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
1513299	3X1000 UG DET TAPE RED. FIRE	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY

CART

SELECTED JOB

HPS MECHANICAL INC
Main Account - 827773

SELECTED STORE

BAKERSFIELD, CA - DISTRICT BLVD
BAKERSFIELD, CA 93313
6300 DISTRICT BLVD.

ITEMS IN YOUR CART

#	Image	Product Code	Description	QTY	Net Price	Total Price
1		CG5	Christy Concrete Products 12 in. Traffic Valve Box Only	2	\$69.32	\$138.64
2		CGSCWD	Christy Concrete Products Cast Iron Valve Box with Lid Water	2	\$77.76	\$155.52

Subtotal: \$294.16
Pick-Up: FREE
Estimated Tax: \$24.27

Total: \$318.43

For help or to place your order, please call us at

1-888-222-1785

www.ferguson.com

LEAD LAW WARNING: In accordance with the US Federal or other States laws It is illegal to install products that are not "lead free" certified in potable water systems anticipated for human consumption. Refer to your local plumbing inspector or manufacturer for more details.