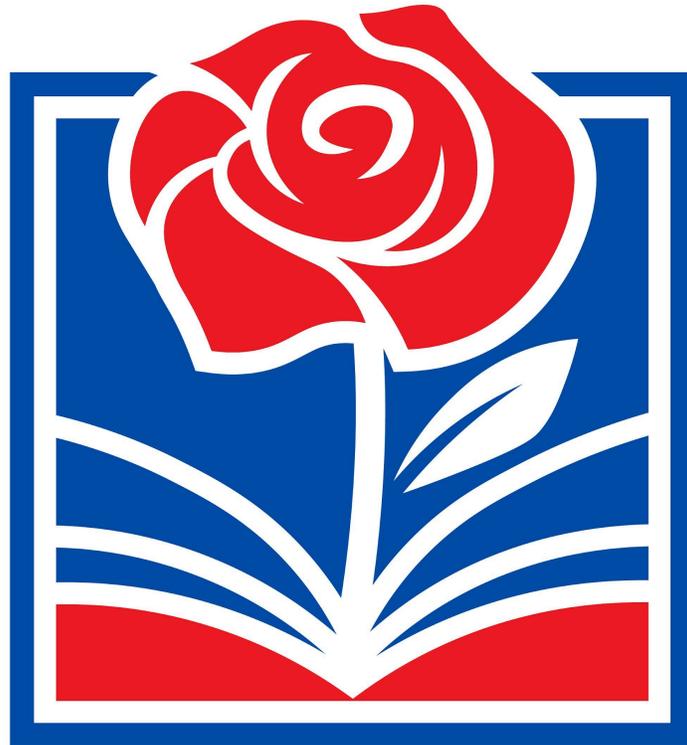


**ROSEVILLE JOINT UNION HIGH  
SCHOOL DISTRICT**



**EMPLOYEE HANDBOOK  
2025-2026**

# TABLE OF CONTENTS

Table of Contents	Page
1.0 <b>Welcome</b>	7
1.1 Welcome Message	7
1.2 Handbook Purpose	8
2.0 <b>Introduction</b>	9
2.1 About the District	9
2.2 District Facilities	9
2.3 Ethics Code	11
2.4 Mission Statements	12
2.5 District Contacts	13
3.0 <b>Hiring and Orientation Policies</b>	16
3.1 Conflicts of Interest	16
3.2 Employment of Relatives	16
3.3 Job Descriptions	17
3.4 New Hires and Introductory Periods	18
3.5 Posting of Openings	19
3.6 Employment Authorization Verification	20
3.7 Disability Accommodation	20
3.8 EEO Statement and Non Harassment Policy	21
3.9 Religious Accommodation	25
3.10 Accommodations for Victims of Crime or Abuse	25
4.0 <b>Wage and Hour Policies</b>	27
4.1 Attendance Policy	27
4.2 Recording Time	28
4.3 Business Expenses Policy	29
4.4 Direct Deposit	30
4.5 Pay Period	30

4.6	Paycheck Deductions	31
4.7	Meal and Rest Periods Policy	31
4.8	Accommodations for Nursing Mothers	32
4.9	Overtime	33
4.10	Travel Expenses	34
4.11	Use of District Credit Cards	36
5.0	<b>Job Performance</b>	37
5.1	Exit Interview	37
5.2	Outside Employment	37
5.3	Professional Courtesy	38
5.4	Standards of Conduct	39
5.5	Maintaining Appropriate Adult-Student Interactions	40
5.6	Criminal Activity/Arrests	42
5.7	Disciplinary Process	42
5.8	Post-Employment Reference Policy	43
5.9	Resignation Policy	43
6.0	<b>General Policies</b>	44
6.1	Authorization for Use of Personal Vehicle	44
6.2	Driving Record	44
6.3	Technology Acceptable Use Agreement	45
6.4	Non Solicitation/Nondistribution Policy	50
6.5	Off-Duty Use of Employer Property or Premises	51
6.6	Personal Cell Phone/Mobile Device Use	51
6.7	Personal Information Changes	53
6.8	Security	53
6.9	Social Media Policy	53
6.10	Confidential Student Information	58
6.11	Third Party Disclosures	58
6.12	Use of Employer Vehicles	58

6.13	Workplace Privacy and Right to Inspect	59
6.14	Personnel and Medical Records	59
6.15	Whistleblower Policy	60
6.16	Accommodations for Pregnant Employees	61
7.0	<b>Leaves and Benefits</b>	62
7.1	Bereavement Leave	62
7.2	Jury Duty & Witness Leave	62
7.3	Unpaid Leaves of Absence	63
7.4	Family and Medical Leave of Absence Policy	63
7.5	Pregnancy Disability Leave	68
7.6	Health Insurance	70
7.7	Dental Insurance	70
7.8	Life Insurance	71
7.9	Employee Assistance Program (EAP)	71
7.10	Unemployment Compensation Insurance Policy	71
7.11	Workers' Compensation Insurance Policy	72
7.12	COBRA	73
7.13	Military Leave (USERRA)	73
7.14	Military Spouse Leave Policy	73
7.15	Bone Marrow and Organ Donor Leave	74
7.16	Crime Victim Leave	75
7.17	Leave for Victims of Domestic Violence, Sexual Assault or Stalking	76
8.0	<b>Safety and Loss Prevention</b>	77
8.1	General Safety Policy	77
8.2	Policy Against Workplace Violence	77
8.3	Drug and Alcohol Policy	79
9.0	<b>Required Notices</b>	82
9.1	Asbestos Notice	82
9.2	Bloodborne Pathogens Procedures and Notice	82

9.3	California Disaster Service Worker Requirement	84
9.4	Complaint Procedures	85
9.5	Genetic Information Nondiscrimination Act (GINA)	90
9.6	Mandated Reporting of Child Abuse	90
9.7	Non-discrimination in Employment	91
9.8	Notice of Use of Pesticides/Herbicides	94
9.9	Sexual Harassment	95
9.10	Title IX	96
9.11	Tobacco Free Schools	98
9.12	School Safety: Homicide Threats	98
9.13	Nondiscrimination, Harassment, and Bullying Policies (Students)	99
	<b>Acknowledgement of Receipt and Review</b>	<b>102</b>

# 1.0 Welcome

## Welcome Message From Assistant Superintendent of Human Resources

Dear Newly-Hired Roseville Joint Union High School District (RJUHSD) Employee:

On behalf of the RJUHSD faculty and staff, it is our pleasure to welcome you to our district and the RJUHSD team. Each employee is a valued member of our organization and we look forward to the contributions, experience, and creativity you will add to our team. We are so very glad that you decided to join our district!

As you are onboarded, we want to make sure you have access to all the necessary resources and materials to be successful from day one. This employee handbook provides a general overview of employment, contact information, and policies, as well as links to forms you might need at some point during your employment with RJUHSD.

All new employees are required to attend the new employee orientation and to take advantage of regularly held information sessions on employee benefits. Your supervisor (e.g., principal, assistant principal, or department director) will provide you with additional information directly related to your assignment.

For additional information about your employment, as well as general information about RJUHSD, please consider using the following resources:

District Website – [www.rjuhsd.us](http://www.rjuhsd.us)

Human Resources Website - [www.rjuhsd.us/departments/human-resources](http://www.rjuhsd.us/departments/human-resources)

HR Forms - [www.rjuhsd.us/departments/human-resources/hr-forms](http://www.rjuhsd.us/departments/human-resources/hr-forms)

Staff Resources - [www.rjuhsd.us/staff-resources](http://www.rjuhsd.us/staff-resources)

Salary Schedules - [www.rjuhsd.us/departments/human-resources/salary-schedules](http://www.rjuhsd.us/departments/human-resources/salary-schedules)

In the Human Resources Department, our goal is to provide the highest level of customer service to our employees, while supporting their professional goals and day-to-day needs.

We want to once again thank you for joining RJUHSD and hope you have an incredible school year.



Brad Basham  
Assistant Superintendent, Human Resources

## 1.2 Handbook Purpose

Welcome! We hope that your employment with the Roseville Joint Union High School District will be exciting and rewarding. The District complies with all federal and state employment laws, and this handbook generally reflects those laws. The District also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement (i.e., RSEA or CSEA), the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Roseville Joint Union High School District policies and procedures. The handbook is not a contract. The District reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in written memorandum.

Please take the time now to read this handbook carefully. Sign the acknowledgement at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The District reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, please contact the RJUHSD Human Resources Department at [HRHelp@rjuhsd.us](mailto:HRHelp@rjuhsd.us).

## 2.0 Introduction

### 2.1 About the District

The Roseville Joint Union High School District encompasses most of the city of Roseville, in addition to portions of Antelope and Granite Bay. The District has six (6) comprehensive high schools and alternative education programs that include the Roseville Adult School and Roseville Pathways, which includes (Adelante High School (Continuation) and Independence High School). Our District continues to grow and we currently serve over 11,000 students.

### 2.2 District Facilities

In addition to our school sites, the District has one central District Office, a Transportation Department facility, a Technology Department office, Maintenance & Facilities Department offices, and a Food Services Warehouse.

#### **ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT OFFICE**

John Becker, Superintendent  
1750 Cirby Way  
Roseville , CA 95661  
(916) 786-2051

#### **ANTELOPE HIGH SCHOOL**

Lindsey Cutts, Principal  
7801 Titan Drive  
Antelope, CA 95843  
(916) 726-1400

#### **GRANITE BAY HIGH SCHOOL**

Greg Sloan, Principal  
1 Grizzly Way  
Granite Bay, CA 95746  
(916) 786-8676

#### **OAKMONT HIGH SCHOOL**

Marc Buljan, Principal  
1710 Cirby Way  
Roseville, CA 95661  
(916) 782-3781

#### **ROSEVILLE ADULT SCHOOL**

Lisa Voss, Director of Adult Education & Charter Oversight  
200 Branstetter Street  
Roseville, CA 95678

(916) 782-3952

**ROSEVILLE HIGH SCHOOL**

Ashley Serin, Principal  
1 Tiger Way  
Roseville, CA 95678  
(916) 782-3753

**ROSEVILLE PATHWAYS – ADELANTE**

Ross Fernandes, Principal  
350 Atlantic Street  
Roseville, CA. 95678  
(916) 782-3155

**ROSEVILLE PATHWAYS – INDEPENDENCE**

Ross Fernandes, Principal  
125 Berry Street  
Roseville, CA. 95678  
(916) 786-0793

**WEST PARK HIGH SCHOOL**

Becky House, Principal  
2401 Panther Place  
Roseville, CA 95747  
(916) 786-2970

**WOODCREEK HIGH SCHOOL**

Suanne Bell, Principal  
2551 Woodcreek Oaks Blvd.  
Roseville, CA 95747  
(916) 771-6565

**2.3 Ethics Code**

**PROFESSIONAL STANDARDS FOR EMPLOYEES**

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the District, advances the goals of the District's educational programs, and contributes to a positive school climate.

Each employee is expected to acquire the knowledge and skills necessary to fulfill their responsibilities and to contribute to the learning and achievement of district students. Please refer to Board Policy 4119.21, 4219.21 & 4319.21 (Professional Standards) and Board Policy 5137

(Positive School Climate) for additional information.

[RJUHSD Professional Standards Board Policy 4119.21, 4219.21, & 4319.21](#)

[RJUHSD Positive School Climate Board Policy 5137](#)

## **Inappropriate Conduct**

Inappropriate employee conduct includes, but is not limited to:

- Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon
- Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
- Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
- Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining inappropriate electronic communication, written, verbal, or physical relationship with a student
- Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
- Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
- Willfully disrupting district or school operations by loud or unreasonable noise or other action
- Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity
- Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
- Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information
- Using district equipment or other district resources for the employee's own commercial purposes or for political activities
- Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity
- Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voicemail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district

- technological resources at any time without the employee's consent
- Causing damage to or engaging in theft of property belonging to students, staff, or the district
- Wearing inappropriate attire

## **Reports of Misconduct**

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the District's child abuse reporting procedures as detailed in BP/AR 5141.4 (Child Abuse Prevention and Reporting).

[RJUHSD Board Policy 5141.4 Child Abuse Prevention and Reporting](#)

[RJUHSD Administrative Regulation 5141.4 Child Abuse Prevention and Reporting](#)

[Child Abuse Reporting Contact Information](#)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline. The District prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the District's complaint process shall be subject to discipline.

## **2.4 Mission Statement**

**Ignite** innovative and meaningful learning

**Inspire** powerful impact in our communities

**Prepare** all students for multiple paths to success

## **2.5 District Contacts**

### **DISTRICT ADMINISTRATION AND POINTS OF CONTACT**

District divisions and departments include the following responsibilities and points of contact.

#### **SUPERINTENDENT'S OFFICE**

**John Becker, District Superintendent**

Kim Cuneo, Executive Assistant

Tony Phan, Chief Officer of Strategic Communication and Engagement

**BUSINESS SERVICES**

**Joe Landon, Assistant Superintendent, Business Services**

Lauren McGhee, Director of Accounting

Meagan Swartz, Administrative Secretary III, Business Services

Cynthia DeMartini, Accountant II

Justine Hunkins, Accountant II

Liliana Vlaykova, Accounting Technician (A-K)

Julie Enck, Accounting Technician (T-Z & Employee reimbursements)

Natalya Dovbush, Payroll (A-K)

LuAnne Warren, Payroll (L-Z)

Jen Branstad, Payroll (coaches & students), Accounting Technician (L-S)

Susan Pierson, Benefits Coordinator

Molly Dempsey, Purchasing Technician

Rebeca Caudillo, Accounting Technician (Associated Student Body)

**EDUCATION SERVICES**

**Tu Moua Carroz, Ed.D., Assistant Superintendent, Education Services**

Julie Gauldin, Administrative Secretary III

**CURRICULUM AND INSTRUCTION**

Amy Black, Executive Director of Curriculum & Instruction

Stefanie Quinones, Department Secretary

Isabel Govea, Director II, Multilingual Education & EL Support

Allison Carter, Professional Learning Specialist

Johanna McCoy, Professional Learning Specialist

Marissa Nowling, Professional Learning Specialist

Mike Purvines, Professional Learning Specialist

Sean Scott, Professional Learning Specialist

**DATA, ASSESSMENT AND ACCOUNTABILITY**

Josh Mason, Executive Director of Data, Assessment and Accountability

Shantae Buchanan, Department Secretary

Sima Gandhi, Director II, State & Federal Programs & Accountability

Shane Waggoner, Director of CTE

Anna Cifuentes-Gonzalez, Work-Based Learning Coordinator

Keith Wheeler, Programmer Analyst, Database Analyst

Anayat Sharifie, Programmer Analyst, Database Analyst

Kari Lafferty, Student Information Technician

### **SPECIAL SERVICES**

Craig Garabedian, Executive Director of Special Services

Bryan Johnson, Director of Special Services

Carolyn Timm, Administrative Secretary I

Kristin MacFerren, Department Secretary

### **STUDENT SERVICES**

**Melanie Dopson, Ed.D., Assistant Superintendent, Student Services**

Nicole Tomasello, Administrative Secretary III

Julie Winkel, Director of Student Services

Judy Fischer, Executive Director of Wellness; Homeless/Foster Youth Liaison

Liya Soloyeva, Department Secretary

### **HUMAN RESOURCES**

**Brad Basham, Assistant Superintendent, Human Resources**

Shannon Blockton, Administrative Secretary III

Rob Hasty, Executive Director of Human Resources

Diana Christensen, Director of Human Resources - Classified

Christine Newton, HR Technician (Certificated A-K)

Kimberly Hoffman, HR Technician (Certificated L-Z)

Elizabeth Sales-Medina, Admin. Asst. II (Volunteers, Auxiliary Classified)

Nancy Macias, Admin. Asst. II (Coaches, Certificated)

Ann Skinner, Admin. Asst. II (Certificated Absences/Substitute Teachers)

Breana Zamudio, Admin. Asst. II (Classified hiring / Absences)

Chelsea Lockett, Admin. Asst. I (Reception)

## 3.0 Hiring and Orientation Policies

### 3.1 Conflicts of Interest

Required compliance with Conflicts of Interest Regulations Government Code sections 1090-1099 prohibit any employee or officer from having any financial interest in any contract made by them in their official capacity or by any board or body of which they are members; this applies to personal financial interest and that of family members. It also prohibits employees or officers from being "purchasers at any sale or vendors at any purchase made by them in their official capacity."

Furthermore, it is a crime for a public employee to influence the award of a contract in which they have an economic interest. Government Code Section 1126 prohibits any employee or officer from engaging in any activity for compensation which is "inconsistent, incompatible, in conflict with or inimical to" their duties as an employee or officer or with the duties, functions or responsibilities of their employer.

For legal and ethical reasons and to avoid actual or apparent conflict of interest, District employees or officers who substantially influence the award of contracts or who exercise contractual authority must avoid the acceptance of gifts, gratuities, offers of employment, commissions, fees, travel, or other personal economic gain from vendors or contractors who want to have a buyer-seller relationship with the District.

### 3.2 Employment of Relatives

The Board believes that employment of relatives in the same facility, department, division, office or line of supervisory authority can cause serious problems in the workplace which adversely affect productivity, morale, confidentiality, safety, and security. The employment of relatives can also create conflicts of interest, and can adversely impact the working relationships between supervisors and employees and between co-employees. Additionally, these problems adversely affect the public trust and confidence in the fairness and effectiveness of the employment policies and operations of the District.

Current District employees are strictly prohibited from participating in, or influencing or attempting to influence the selection process or the employment, promotion or transfer of any relative or their spouse. The District reserves the right to take prompt action to prevent the attempt of any relative or spouse to influence the selection or any other employment decision involving any relative or spouse.

## **Relatives Other Than Employee's Spouse**

For purposes of this policy, a relative includes the person's spouse, domestic partner, parents, step-parents, grandparents, great-grandparents, children, step-children, grandchildren, great-grandchildren, brothers, sisters, half-brothers, half-sisters, step-brothers, step-sisters, aunts, uncles, nieces, nephews, and the similar family of the person's spouse or domestic partner. For purposes of this policy, a cohabitant includes a member of a couple who live together and have a sexual relationship without being married or domestic partners. Relatives of currently employed District employees may be hired by the District as employees, promoted or transferred only if:

1. The individuals concerned will not work in a direct, supervisory relationship with each other, or be in the same line of authority or supervision
2. The employment, promotion or transfer will not cause any potential conflicts or disruption to District operations; and
3. The employment, promotion or transfer will not pose any potential problems or conflicts involving supervision, security, safety, confidentiality, performance, or morale.

Please see Board Policy [4112.8](#), [4212.8](#) & [4312.8](#) and Administrative Regulation [4112.8](#), [4212.8](#) & [4312.8](#) regarding Employment of Relatives.

## **Employee Spouse**

No employment decision, including but not limited to transfers or promotions, shall be based on whether an individual has a spouse presently employed by the District except in accordance with the following criteria:

1. For business reasons of supervision, safety, security or morale, the District may refuse to place one spouse under the direct supervision of the other spouse.
2. For business reasons of supervision, security or morale, the District may refuse to place both spouses in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples than for other persons.
3. For co-employees who marry or become domestic partners, the District shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale.

Present employees of the District who marry or who become related by marriage must immediately notify their supervisors. Any decision not to employ, promote or transfer the spouse of an employee shall be made on a case-by-case basis by the Superintendent taking into account all of the facts and circumstances regarding the particular position and the duties and the relationship of the position and duties performed by the employed spouse. If a potential conflict or hazard is determined to exist, the District will regulate the employment of spouses to avoid the conflict or other hazard by reasonably matching the severity of its actions toward one or the other spouse to the degree of risk and significance of the potential harm involved.

### 3.3 Job Descriptions

The Roseville Joint Union High School District attempts to maintain a job description for each position. If you do not have a current copy of your job description, you can locate a copy on the District website. [RJUHSD Certificated Job Descriptions](#) [RJUHSD Classified Job Descriptions](#)

Job descriptions prepared by the District serve as an outline only. Due to District needs, you may be required to perform job duties that are not within your written job description. Furthermore, the District may have to revise, add to, or delete from your job duties per District needs.

If you have any questions regarding your job description or the scope of your duties, please speak with your site administrator or supervisor.

### 3.4 New Hires and Introductory Periods

#### **CERTIFICATED EMPLOYEES**

##### **Temporary Status**

To address the need for additional certificated employees when regular district certificated employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular certificated employees. (Education Code 44920)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

4. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
5. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)
6. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)
7. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
8. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code

## **Probationary Status**

Certificated employees hired on a probationary contract serve a probationary period of two years. Probationary employees shall receive training, assistance and evaluations consistent with their needs as new employees. Such training and assistance may consist of in-service training and/or meetings with the employee's evaluator to discuss areas of strength and areas requiring improvement. In- service training may be provided during school hours as part of a comprehensive staff development program. The performance of each probationary employee shall be evaluated and assessed at least twice every school year.

## **Permanent Status**

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code, including those relating to discipline and dismissal. Permanent employees shall be evaluated every other year and in accordance with the agreement with the Roseville Secondary Education Association (RSEA). [RJUHSD Administrative Regulation 4112.3 Oath Of Affirmation](#)

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## **CLASSIFIED EMPLOYEES**

### **Probationary Period**

All new employees of the District are required to serve a probationary period of six months or 130 days, whichever is greater. This is a period of evaluation, wherein if conduct and work are satisfactory and warrant continuing employment, the employee will become a permanent employee of the District. Employees may be dismissed at any time, for any reason, and compliant with State and Federal law, during the probationary period. During the probationary period, employees will be evaluated at least once during their probationary period. The evaluation may be completed on or about the end of the fourth month of employment.

[RJUHSD Administrative Regulation 4212 Appointment And Conditions Of Employment](#)

### **Permanent Status**

Granting of permanent status shall be based on completion of the probationary period in accordance with applicable law. Employees granted permanent status acquire specific rights under the Education Code and per the agreement with California School Employees Association (CSEA), including those relating to discipline and dismissal.

### **3.5 Posting of Openings**

The Roseville Joint Union High School District desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings will be posted on EDJOIN at <https://www.rjuhsd.us/resources/employment>

### **3.6 Employment Authorization Verification**

New hires will be required to complete Section 1 of Federal Form I-9 prior to the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization prior to the start of employment with Roseville Joint Union High School District. If you are currently employed and your status has changed, inform the Human Resources Department.

If you are authorized to work in the United States for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

### **3.7 Disability Accommodation**

The Roseville Joint Union High School District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the District will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the District.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

1. A description of the proposed accommodation.
2. The reason you need an accommodation.
3. How the accommodation will help you perform the essential functions of your job.

After receiving your request, the District will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the District in connection with a request for accommodation will be treated as confidential.

The District encourages you to suggest specific reasonable accommodations that you believe

would allow you to perform your job. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The District will not discriminate or retaliate against employees for requesting an accommodation.

### **3.8 EEO Statement and Non Harassment Policy**

#### **Equal Opportunity Statement**

The Roseville Joint Union High School District prohibits discrimination, intimidation, harassment (including sexual harassment) and bullying based on a person's actual or perceived race, color, ancestry, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital status, parental status, pregnancy, reproductive health decision-making, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, medical information, genetic information, or association with a person or group with one or more of these actual or perceived characteristics. The RJUHSD nondiscrimination policy applies to any violations as they relate to school activities or school attendance within a school under the jurisdiction of the local education agency, and all acts of the governing board or body of the local education agency, the superintendent of the RJUHSD, and the county superintendent of schools in enacting policies and procedures that govern the local education agency. For questions or complaints, contact **Equity Compliance Officer & Title IX Coordinator**: Rob Hasty, Executive Director, Human Resources, 1750 Cirby Way Roseville, CA 95661, 916-782-8663, [rhasty@rjuhsd.us](mailto:rhasty@rjuhsd.us). For questions or inquiries related to 504's, please reach out to our **Section 504 Coordinator**: Craig Garabedian, Executive Director of Special Services, 1750 Cirby Way, Roseville, CA. 95661, 916-771-6570 [cgarabedian@rjuhsd.us](mailto:cgarabedian@rjuhsd.us)

The District will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, intimidation or retaliation, or any violation of the Equal Employment Opportunity Policy. The District will take appropriate corrective and remedial action, if and where warranted. The District prohibits retaliation against any employees who provides information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

## **Policy Against Workplace Harassment**

The Roseville Joint Union High School District has a strict policy against all types of workplace harassment, including sexual harassment and bullying based on a person's actual or perceived ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, applicants, contractors, unpaid interns, visitors, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### **Harassment**

Harassment means disrespectful or unprofessional conduct based on a person's actual or perceived ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

1. The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
2. Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on District premises, or circulated in the workplace; and
3. A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### **Sexual Harassment**

Sexual harassment means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following types:

1. Quid pro quo sexual harassment (“this for that”), which includes:
2. Submission to or rejection of sexual conduct when made explicitly or implicitly a term or condition of an individual’s employment.
3. Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.

Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment.

Examples include:

1. Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
2. Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
3. Leering, obscene or vulgar gestures or sexual gestures.
4. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
5. Impeding or blocking movement, unwelcome touching, or assaulting others.
6. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
7. Conduct or comments consistently targeted at one gender, even if the content is not sexual.
8. Repeated requests for dates after being informed that interest is unwelcome.
9. Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the District or any government agency.

## **Retaliation**

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

**Adverse employment action** is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making

a complaint or for cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

[RJUHSD Board Policy 4119.11 Sexual Harassment](#)

[RJUHSD Administrative Regulation 4119.11 Sexual Harassment](#)

[RJUHSD Administrative Regulation 4119.12 Title IX Sexual Harassment Complaint Procedures](#)

## **Reporting Discrimination, Harassment, and/or Retaliation**

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify your direct supervisor.

The District prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the District begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the District will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the District will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the District may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the District will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to

report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the RJUHSD Human Resources Office or the nearest EEOC or CRD office.

### **Filing of Complaints Outside of RJUHSD**

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

#### **California Civil Rights Department**

2218 Kausen Drive, Suite

100 Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

#### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

<http://www.eeoc.gov/employees>

## **3.9 Religious Accommodation**

The Roseville Joint Union High School District is dedicated to treating its employees equally and with respect and recognizes the diversity of religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the District dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The District will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the District will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the District question the validity of a person's belief.

## **3.10 Accommodations for Victims of Crime or Abuse**

The Roseville Joint Union High School District will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an

accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the District. Reasonable accommodations may include the implementation of safety measures such as:

1. A transfer, reassignment, or modified schedule
2. A change in telephone number or workstation, or installed lock
3. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace
4. An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime
5. Referral to a victim assistance organization

Upon receiving a request, the District will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations. If you no longer need an accommodation, you must notify the District that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

### **Certification**

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

1. A police report showing that you were a victim
2. A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court
3. Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred

### **Unpaid Leave**

If you are a victim, the District will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child. For purposes of unpaid leave, **victim** includes:

1. A victim of stalking, domestic violence, or sexual assault.
2. A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
3. A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any

person is arrested or prosecuted for, or convicted of, committing the crime.

***Immediate family member*** means:

1. Your spouse or domestic partner.
2. Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
3. Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
4. Your biological, foster, or adoptive sibling, stepsibling, or half-sibling.
5. Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

### **Notice**

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

1. A police report indicating that you were a victim;
2. A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
3. Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

### **Confidentiality**

The District will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

### **Retaliation**

The District will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

## 4.0 Wage and Hour Policies

### 4.1 Attendance Policy

The contribution of each employee is critical and the efforts of each and every one are needed to help the District reach its goals. Unnecessary absenteeism results in reduced productivity, loss of service, and significant cost to the District. It is the District's responsibility to ensure that employees clearly understand the expectation for performing their job duties and how their attendance affects their performance, and that they are given a fair opportunity to succeed. Specifically:

1. Employees are expected to work the number of hours they are assigned.
2. Employees are expected to be at their work assignments on time.
3. Employees are expected to comply with legal, District, and collective bargaining rules regarding reporting of absence and providing appropriate documentation.
4. Supervisors are expected to provide feedback, monitor attendance, and maintain attendance records.

Sick leave benefits are provided to ease the financial burden on employees who are required to be absent from duty due to legitimate illness, injury, or personal necessity. Employees who use illness and personal necessity leave for unauthorized reasons indicated in the collective bargaining agreements are in violation of policy. Failure to comply with this policy and/or those outlined in the collective bargaining agreements can result in appropriate disciplinary action, up to and including termination. This policy ensures that our fellow employees do not unfairly bear the burden of the workload of those who inappropriately use illness or personal necessity leave.

Please note that use of Personal Necessity Leave is prohibited as an extension of district holidays or vacations for all staff, without advance approval of the immediate supervisor.

Classified employees must obtain pre-approval from their supervisor for the following absences:

1. Vacation
2. Floating Holiday

Personal leaves without pay for all employees must be approved in advance by Human Resources

#### **AESOP/Frontline**

Most employees are required to report absences via the AESOP/Frontline system. All absences must be entered into the AESOP system by logging into Frontline. Administrators, Classified Managers and Support Services Staff report absences on a Monthly Work Record.

### 4.2 Recording Time

Federal and state laws require the Roseville Joint Union High School District to keep accurate

records of hours worked by nonexempt (hourly) employees. You are required to notify the District of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Do not complete the time sheet of any other employees or request that they do so for you. You are required to report any time off in Aesop/Frontline. Any changes to your time and attendance reports must be approved of and signed by your supervisor.

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

### **4.3 Business Expenses Policy**

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at the Roseville Joint Union High School District.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal District procurement processes.

#### **Authority**

The Governing Board has delegated the responsibility for the procurement of materials and services necessary to carry out the programs and operation of the District to the Assistant Superintendent, Business Services or designee. Only these designees are authorized to commit funds in the name of the District. All approved purchases shall comply with District, state and federal policies and regulations including public bidding requirements and conflict of interest laws.

#### **Unauthorized Purchases**

The Roseville Joint Union High School District purchases a wide variety of merchandise through a centralized purchasing system. Procurement of supplies, materials, equipment and services are centralized in the Business Office. The District requires issuance of a signed purchase order prior to a vendor providing services or materials. Funds for the acquisition of goods or services may not be committed without an authorized Purchase Order.

Goods and/or services purchased or ordered without proper authorizations are considered unauthorized purchases for which the District has no legal liability or obligation to pay vendor claims. Accordingly, unauthorized purchases will not be honored by the District. The District is not obligated to reimburse sites and/or staff for the cost of any such purchases on behalf of the District unless previous arrangements have been made.

District employees are prohibited from signing contracts offered by vendors, with the exception of those with designated authority as listed in Board Policy ([AR3300](#)). Contracts signed by unauthorized individuals shall be considered non-binding.

## **Employee Reimbursement**

The District maintains purchasing procedures to facilitate the purchase of supplies and services for District staff. For proper internal control, all expenditures of the District must be made through the district's financial system. In the event an employee makes a purchase using personal funds, for whatever reason, the District is not obligated to reimburse the employee unless no other means for the purchase is available and the item is not available from another source. Should an employee make a purchase or charge any item(s) on behalf of the District, determination for reimbursement will be made as follows:

1. The purchase must have been pre-approved by the employee's supervisor.
2. The expenditure must be appropriate and supported by an itemized receipt.
3. Personal purchases of equipment, including technology, will not be reimbursed, unless approved in writing prior to the purchase by the appropriate administrators.

The District reserves the right, not to reimburse an employee for a District-related expense, regardless of documentation presented.

## **Reporting**

Report approved expenses on the [Expense Reimbursement Form](#) and include a description of the expense, its business purpose, date, place, and attach appropriate receipts.

### **4.4 Direct Deposit**

The Roseville Joint Union High School District encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, please complete our [Direct Deposit Form](#).

If you have selected the direct deposit payroll service, your pay stubs are available on the [Employee Escape Portal](#). The District encourages all employees to review pay stubs monthly and contact payroll staff with any questions.

### **4.5 Pay Period**

The Payroll Department is responsible for processing payments for salaried and hourly employees, as well as making any adjustments or changes to deductions, tax withholding, and other pay related services.

## **Certificated Employees**

Employees that are contracted have their contract paid out over equal monthly installments during the school year. Classroom Teachers and Resource staff are paid over a 10- month period. Counselors and nurses are paid over an 11-month period. Administrators and Psychologists are paid over a 12-month period. For those employees with a 10 or 11 month contract, the District

automatically sets them up into our Summer Pay Program, in which the District will pay their earnings over 12 months. The summer pay will show as a deduction to each pay period. In the summer months, these deferrals will be paid. If you wish to not automatically enroll in this program, you have the option to opt out by completing [this form](#). Upon early termination of employment, all summer pay will be paid out on the employee's last paycheck.

Classroom teachers teaching one or more periods beyond their regular 100% contract shall have the additional contract amount prorated for each additional period and added as a separate pay line to their contract. This additional amount will be paid over the semester they are performing this additional service and is subject to STRS retirement contributions.

Extra assignment and any additional pay (stipends) to an employee's regular work schedule will be paid on the 10th of the month following receipt of timesheets in the payroll office. The deadline for certificated payroll information is the last day of each month but maybe earlier depending on the winter and spring break schedule. Changes to those deadlines will go out to work sites prior to the affected deadline.

### **Classified Employees**

Employees who are in a regular assignment will have their annual salary paid out over equal monthly installments during the school year. Classified employees may be assigned to one of several work year calendars. Please [CLICK HERE](#) for a list of work year calendars. Contact HR Help at [hrhelp@rjuhsd.us](mailto:hrhelp@rjuhsd.us) if you do not know which calendar you are assigned.

Overtime and any additional pay to an employee's regular work schedule will be paid on the 10th of the month following receipt of timesheets in the payroll office. The deadline for classified payroll information is the 25th of each month but maybe earlier depending on the winter and spring break schedule. Changes to those deadlines will go out to work sites prior to the affected deadline.

## **4.6 Paycheck Deductions**

Roseville Joint Union High School District is required by law to make certain deductions from your pay each pay period, including deductions for state and federal income tax, Social Security and Medicare taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected on your pay stub.

When an overpayment occurs, the Business Office will notify the employee of the overpayment and will send a detailed letter indicating how repayment will occur. In the event that an employee should terminate their employment with the District prior to paying back the entire overpayment, the District has the right to fully withhold all wages earned during the last period of employment.

Furthermore, the District may take legal action to recover further repayment to fulfill the total overpayment.

## **4.7 Meal and Rest Periods Policy**

### **Certificated Employees**

Certificated employees are provided a minimum of 30 minutes for a duty-free lunch period.

### **Classified Employees**

#### **Meal Periods**

Employees who work five hours per day or more shall have an unpaid, uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the supervisor and the employee. An “on duty” meal period may be permitted when the nature of the work prevents an employee from being relieved of all duty and when there is a written agreement between the employee and the supervisor to an on-the-job paid meal period. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

#### **Rest Periods**

Employees are granted rest periods in the middle of each work period (as practicable) at a rate of fifteen (15) minutes per four (4) hours worked. If the rest period is not taken at the designated time, it shall be deemed waived and lost. Rest periods will be taken in designated areas.

## **4.8 Accommodations for Nursing Mothers**

The Roseville Joint Union High School District is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the District will provide nursing mothers with:

1. Reasonable break time to express milk for their infant child(ren) each time the mother has the need to express milk; and
2. A private room or other location in close proximity to their work area, other than a restroom, which is shielded from view and free from intrusion, to express breast milk.

### **Requesting Accommodation**

If you have the need for accommodation, contact your supervisor. If the District cannot provide break time or a location that complies with the above, the District will provide you with a written response.

### **Break Times**

Regarding break times, you may use your regular paid rest breaks or may take other reasonable break times, as agreed upon with your direct supervisor. If possible, the break time should run concurrently with the scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

### **Lactation Room or Location**

The provided lactation room or location will:

1. Be safe, clean, and free of hazardous materials.
2. Contain a surface to place a breast pump and personal items.
3. Contain a place to sit.
4. Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

### **Milk Storage**

Expressed milk can be stored in District refrigerators, refrigerators provided in the lactation room or other location, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

### **Retaliation**

The District will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

### **Right to File Complaint**

If you feel the District is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Organization to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

[RJUHSD Board Policy 4033 Lactation Accommodation](#)

## **4.9 Overtime**

All overtime work requires the prior approval of the supervisor. If you are nonexempt

(generally classified employees), you may qualify for overtime pay.

All overtime worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of one and one-half times the regular hourly rate of the employee.

Full-time employees whose established workday and workweek is eight (8) hours per day, five (5) days per week shall be paid overtime for all work performed over eight (8) hours per day or forty (40) hours per week. Overtime at a rate equal to 1½ times the regular rate of pay, will be paid for all work performed on the sixth and seventh day of that scheduled workweek designated and authorized to perform the work.

Part-time employees shall be paid overtime for all work performed over eight (8) hours per day. Part-time employees who work four (4) hours or more during the workweek shall be paid overtime for all work performed on the sixth (6th) and seventh (7th) day. Part-time employees working less than four (4) hours during the workweek shall be paid overtime for all work performed on the seventh (7th) day.

#### **4.10 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Roseville Joint Union High School District. The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries.

An employee shall obtain approval from the Superintendent or site Principal prior to traveling by using the [Conference Request Form](#). The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if they determine that the travel is essential and that resources may be obtained or redirected for this purpose.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by receipts.

##### **Travel Expense Reimbursement**

Reimbursements for conferences/workshops are not handled through the purchasing system. Travel reimbursements are compensated through the Business Office. Within 10 days of returning from a conference/workshop, the conference attendee must complete an [Expense Reimbursement Form](#) with itemized receipts, copy of conference/workshop flier, agenda or equivalent and submit the form to the appropriate Secretary for approval.

##### **Registration**

Travel and Conference accommodations and registrations are arranged by the site. Registration requests should be made far enough in advance to take advantage of all available discounts. Registration shall be prepaid if sufficient funds have been budgeted and supervisory and Board approval have been obtained. If registration is paid upon arrival at the conference by the employee, an original receipt from the vendor must be submitted for reimbursement. If meals are included in the registration fee, separate meals may not be reimbursed.

## **Transportation**

Employees traveling outside the Northern California area are anticipated to travel by air. The maximum reimbursement for air travel shall not exceed the equivalent cost of the most economical option available for "economy or coach refundable/unrestricted airfare."

For travel outside the Northern California area via alternative transportation such as personal vehicles, supervisory authorization must be obtained in advance. Mileage reimbursement will be based on actual miles driven from the applicable District site to the event in a non-circuitous manner at the approved IRS standard mileage reimbursement rate in effect at the time of travel. The maximum reimbursement paid for mileage to areas outside Northern California shall not exceed the equivalent cost of "economy or coach refundable/unrestricted airfare", plus the cost of other necessary ground transportation at the destination.

## **Lodging**

Reimbursement for lodging is provided when travel is outside of the Sacramento Region. Reimbursement for lodging within the Sacramento Region is allowed only when it is a requirement of the event. Lodging shall be obtained at the most economical rate available for good quality. Employees are required to work with their direct supervisor for securing appropriate lodging.

## **Parking/Toll Fees**

Reimbursement for parking, taxi, shuttle, bus, etc., is provided with original receipts and supervisory approval for out-of-pocket and miscellaneous costs.

## **Mileage & Meals**

The District reimburses meals and incidental expenses on actual costs. Meals, including tax and tip (tip limited to no more than 20 percent) should not exceed the daily guideline, as follows: Breakfast: \$25, Lunch: \$30, & Dinner: \$45. Original receipts substantiating the expenditure (itemized receipts) are required for reimbursement. Approval for reimbursement of actual costs applies to all meal and incidental expenditures associated with the conference.

The District reimburses employees for mileage, when travel is required for their position. Staff must complete an [Expense Reimbursement Form](#) and attach a copy of the conference/workshop flier or agenda and submit the package to the appropriate secretary for approval. Mileage reimbursement shall be paid at the approved IRS per mile rate in effect at time of travel. It is recommended that

claims be submitted monthly and all claims must be submitted prior to June 30, for any given school year.

Some teachers receive a travel stipend as reimbursement for business travel via their personal automobile. As part of their salary package, the stipend covers all travel between assigned sites and preparation time lost. Personnel who receive a travel stipend may not submit reimbursement claims for business travel during their regular assigned classes.

[RJUHSD Board Policy 3350 Travel Expenses](#)

[RJUHSD Administrative Regulation 3350 Travel Expenses](#)

## **4.11 Use of District Credit Cards**

All employees in the possession of a District credit card will adhere to the strictest guidelines of responsibility for the protection and proper use of that card.

The credit card can only be used for purchases that adhere to the reimbursement procedures to eliminate paying out of pocket for these purchases. Pre-approved travel expenses for hotel, airline, and conference registrations may be paid using the credit card. Please note, meal limits still apply when using a district credit card for travel. The credit card may also be used for vendors that do not accept purchase orders.

### **EXAMPLES OF WHEN THE CREDIT CARD MAY NOT BE USED**

1. Any purchase where a purchase order could have been used
2. Any contracted work of any kind, including consulting, professional services, repair or maintenance contracts, assemblies, or construction or public works contracts
3. Alcoholic Beverages or tobacco
4. Technology or software (unless preapproval from the Technology Department is obtained)
5. Rental or lease agreements, or contracts
6. Cash advance, wire transfer, money order, traveler's checks
7. Personal charges are not allowed on your District credit card

### **Receipts**

It is required that you retain all original itemized receipts for goods and services purchased. As you make your purchases, keep all original receipts in a file or envelope. Direct payments should be keyed for payment as soon as reasonably possible so the business department can pay the credit card bill timely and without interest penalties. If you are missing a receipt you will need to obtain a duplicate receipt from the vendor.

Your District credit card may not be used for personal reasons. Use of the District credit card is restricted to approved business related expenses. Any unauthorized purchases made with a District credit card will be the cardholder's responsibility. Immediately report lost or stolen District

cards to US Bank. Failure to follow these policies may result in disciplinary action up to and including termination.

## 5.0 Job Performance

### 5.1 Exit Interview

You may be asked to participate in an exit interview when you leave the Roseville Joint Union High School District. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### 5.2 Outside Employment

In order to help maintain public trust in the integrity of District operations, the District expects all employees to give the responsibility of their current position precedence over any other outside employment. A District employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to their district duties.

An outside activity shall be considered inconsistent, incompatible, or inimical to District employment when such activity:

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the District's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another District employee or Board member

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with their immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the District and determine whether to grant authorization for such employment. The supervisor shall inform the employee whether outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Assistant Superintendent of Human Resources.

## TUTORING

A certificated or classified employee shall not accept any compensation or other benefit for tutoring a student enrolled in their class(es). The employee shall not use District facilities, equipment, or supplies when providing the tutoring service. [RJUHSD Board Policy 4136 Non-School Employment](#)

### 5.3 Professional Courtesy

The Roseville Joint Union High School District strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to the Human Resources Department or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure (Please refer to BP/AR 4144, 4244, 4344): [RJUHSD Board Policy 4144, 4244 and 4344 Complaints](#)  
[RJUHSD Administrative Regulation 4144, 4244 and 4344 Complaints](#)

#### **Informal Complaint process (step 1)**

An employee who has a concern regarding an action by a District supervisor or other District employee shall, as a matter of professional courtesy, first address such a concern with the individual employee who shall respond as soon as practicable by discussing the matter with the employee, seeking a mutually acceptable solution. Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or employee awareness of the issue giving rise to the concern.

#### **Site Level Formal Complaint (step 2)**

In the event there is no mutually acceptable solution or if the employee feels the matter is of such a nature that direct discussion would be inadvisable, the employee may refer the problem to the employee's immediate supervisor. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall

conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

### **District Level Appeal (step 3)**

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

### **Investigation with Resolution**

If the matter is resolved at the meeting to the satisfaction of the employee and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

Once the issue is resolved, the employee will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

### **Investigation Without Complainant Resolution (step 4)**

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final

### **Confidentiality**

All information or proceedings regarding any concern shall be kept confidential by the District and

the employee, shared only on a need to know basis.

## **5.4 Standards of Conduct**

The Roseville Joint Union High School District wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon.
2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed.
3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child.
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining inappropriate electronic communication, written, verbal, or physical relationship with a student.
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time.
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members.
7. Willfully disrupting District or school operations by loud or unreasonable noise or other action.
8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on District property, or at a school-sponsored activity.
9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records.
10. Divulging confidential information about students, District employees, or District operations to persons or entities not authorized to receive the information.
11. Using District equipment or other District resources for the employee's own commercial purposes or for political activities.
12. Using District equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the District.
14. Wearing inappropriate attire.

## **5.5 Maintaining Appropriate Adult-Student Interactions**

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety. Board members are considered employees for purposes of this policy.

All officers and employees, including, but not limited to, all part-time and full-time employees, including walk-on coaches are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with the law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. [RJUHSD Board Policy 4119.24 Maintaining Appropriate Adult-Student Interactions](#)

## **Inappropriate Conduct**

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal
5. When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.
6. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
7. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business
8. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
9. Addressing a student in an overly familiar manner, such as by using a term of endearment
10. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
11. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
12. Transporting a student in a personal vehicle without prior authorization
13. Encouraging students to confide their personal or family problems and/or relationships
14. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

## **5.6 Criminal Activity/Arrests**

Involvement in criminal activity during employment, whether on or off Roseville Joint Union High School District property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

## **5.7 Disciplinary Process**

Violation of Roseville Joint Union High School District policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The District encourages a system of progressive discipline depending on the type of prohibited conduct.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. The District follows the disciplinary procedures outlined in Education Code for classified, certificated, and management employees.

[RJUHSD Board Policy 4118 Dismissal/Suspension/Disciplinary Action](#)

[RJUHSD Administrative Regulation 4118 Dismissal/Suspension/Disciplinary Action](#)

[RJUHSD Board Policy 4218 Dismissal/Suspension/Disciplinary Action](#)

[RJUHSD Administrative Regulation 4218 Dismissal/Suspension/Disciplinary Action](#)

## **5.8 Post-Employment Reference Policy**

Post-employment references may be provided by the supervising administrator and should be factual in nature. With written authorization from the individual, the Human Resources Department will confirm compensation. Forward any requests for employment verification to the Human Resources Department ([hrhelp@rjuhsd.us](mailto:hrhelp@rjuhsd.us)).

## **5.9 Resignation Policy**

The Roseville Joint Union High School District hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace. [RJUHSD Board Policy 4117.2 Resignations](#)

## Notice

The District requests that you provide a minimum of two weeks' notice of your resignation. If you are a supervisor, you are requested to provide a minimum of four weeks' notice. Submit the official [Resignation Form](#) as soon as possible. You may also wish to provide a written resignation letter to your supervisor. Contracted employees are expected to complete the duration of their contract. The District will take unique circumstances into consideration once a suitable replacement is hired to fill the contracted employees position.

## Final Pay

The District will pay separated employees in accordance with applicable laws and other sections of this handbook. Notify the District by submitting [a Change of Information Form](#) if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

## Return of Property

Return all District property at the time of separation, including electronic devices, phone, uniforms, and keys as applicable. Failure to return items may result in deductions from your final paycheck where state law allows. In some circumstances, the District may pursue criminal charges for failure to return District property.

# 6.0 General Policies

## 6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Roseville Joint Union High School District may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage to the Transportation Department. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the District.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.
3. Driving students other than your own, in your personal vehicle to attend district events and activities unless pre-approved by the district.

4. To become an authorized district driver, please refer to the requirements in RJUHSD administrative regulation 3530.2.

[RJUHSD Administrative Regulation 3530.2 Risk Management - District Drivers](#)

## 6.2 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Roseville Joint Union High School District must maintain a valid driver's license and acceptable driving record. The District may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the District. State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide the Transportation Department with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

To become an authorized district driver, please refer to the requirements in RJUHSD administrative regulation 3530.2.

[RJUHSD Administrative Regulation 3530.2 Risk Management - District Drivers](#)

## 6.3 Technology Acceptable Use Agreement

The Roseville Joint Union High School District recognizes the value of computer and other electronic resources to improve student learning and enhance the administration and operation of its schools. To this end, the Roseville Joint Union High School District encourages the responsible use of computers; computer networks, including the Internet; and other electronic resources in support of the mission and goals of the Roseville Joint Union High School District and its schools.

Because the Internet is an unregulated, worldwide vehicle for communication, information available to staff and students is impossible to fully control. Therefore, the Roseville Joint Union High School District adopts this policy governing the use of electronic resources and the Internet in order to provide our expectations to individuals and groups obtaining access to these resources on Roseville Joint Union High School District-owned equipment. See BP 4040 (Employee Use of Technology) and the RJUHSD Technology Acceptable Use Agreement for specific details.

[RJUHSD Board Policy 4040 Employee Use Of Technology](#)

[RJUHSD Acceptable Use Agreement](#)

### ***Roseville Joint Union High School District Rights and Responsibilities***

It is the policy of the Roseville Joint Union High School District to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, the Roseville Joint Union High School District recognizes its legal and ethical obligation to protect the well-being of students in its charge. To this end, the Roseville

Joint Union High School District retains the following rights and recognizes the following obligations:

1. To remove a user account on the network.
2. To monitor the use of online activities. This may include real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
3. To provide internal and external controls as appropriate and feasible. Such controls shall include the right to determine who will have access to Roseville Joint Union High School District-owned equipment and, specifically, to exclude those who do not abide by the Roseville Joint Union High School District's acceptable use policy or other policies governing the use of school facilities, equipment, and materials. The Roseville Joint Union High School District reserves the right to restrict online destinations through software or other means.
4. To provide expectations and make reasonable efforts to train staff and students in acceptable use and policies governing online communications.

### **Staff Responsibilities**

1. Staff members who supervise students, control electronic equipment, or otherwise have occasion to observe student use of said equipment online shall make reasonable efforts to monitor the use of this equipment to assure that it conforms to the mission and goals of the Roseville Joint Union High School District.
2. Staff should make reasonable efforts to become familiar with the Internet and its use so that effective monitoring, instruction, and assistance may be achieved.

### **User Responsibilities**

1. Use of the electronic media provided by the Roseville Joint Union High School District is a privilege that offers a wealth of information and resources for research. Where it is available, this resource is offered to staff and students at no cost. In order to maintain the privilege, users agree to learn and comply with all of the provisions of this policy.

### **Acceptable Use**

1. All use of the Internet must be in support of educational and research objectives consistent with the mission and objectives of the Roseville Joint Union High School District.
2. Proper codes of conduct in electronic communication must be used. When using the Internet, extreme caution must always be taken in revealing any information of a personal nature.
3. Network accounts are to be used only by the authorized owner of the account for the authorized purpose.
4. Exhibit exemplary behavior on the network as a representative of your school and community.
5. The Roseville Joint Union High School District will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

## Unacceptable Use

1. Unsecured transmitting of any confidential or sensitive student and/or organizational data outside of the District. Such transmission is prohibited and can be illegal. This includes email, chat, texting, instant messaging and other modes of communication. Employees who transmit any student or staff data electronically outside the District are to contact the Technology Services Department to ensure proper precautions are being followed.
2. Accessing, viewing, downloading or transmitting any pornographic or obscene material.
3. Transmitting any illegal, pornographic or inappropriate content, whether internal or outside the District. Such transmission is prohibited and can be illegal, even if the intent is to notify or inform the proper staff/authorities. Employees are to contact their immediate supervisor and work with the Technology Services and/or Personnel Services Departments as needed.
4. Sharing account username and password. All technology use and correspondence must be conducted under the identity and user account established for the employee by the District.
5. Impersonating another person or sending a communication under a false or unauthorized name.
6. Violating or attempting to violate another person's privacy including, but not limited to, providing, accessing or using another user's account, identification number, password, electronic files, data or email. Transmitting personal or financial information about others is not permitted. Employees should use great caution when providing personal information about themselves.
7. Using computer resources that violate copyright, trademark or license agreements.
8. Circumventing or attempting to circumvent local or network security measures.
9. Damaging or attempting to damage equipment, software or data belonging to the District or others.
10. Tampering or attempting to tamper with any protections or restrictions placed on computer applications and files, including attempting to gain access to any restricted data or files.
11. Altering or attempting to alter system software or hardware configurations on either network systems or local computing devices.
12. Installing unauthorized software programs or programs not properly licensed on district-owned networks or computing devices. Downloading of any programs or software onto district equipment must have prior approval from the Technology Services Department. All downloaded data must be scanned for viruses.
13. Sending or storing messages and/or materials that threaten, harass, defraud or defame others.
14. Using district resources for commercial purposes or for personal financial gain. Work created for potential distribution or sale during work time is the property of the District unless the District and employee enter into a specific written agreement designating ownership rights to the employee.
15. Any use of technology that violates state, federal or local law.

## Disclaimer

1. The Roseville Joint Union High School District cannot be held accountable for the information that is retrieved via the network.
2. Since the use of district technology is intended for use in conducting district business, no employee/student should have any expectation of privacy in any use of district technology. The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees/Students should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.
3. The Roseville Joint Union High School District will not be responsible for any damages you may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by our own negligence or your errors or omissions. Use of any information obtained is at your own risk.
4. The Roseville Joint Union High School District makes no warranties (expressed or implied) with respect to:
  - a. the content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information; and
  - b. any costs, liability, or damages caused by the way the user chooses to use their access to the network.
5. Employees/Students are advised that employee/student emails and other electronic communications pertaining to the business of the District may be public records which must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure under the California Public Records Act. Moreover, documents may be subject to disclosure by subpoena or other legal process.
6. Violations of these rules and regulations may result in revocation (temporary or permanent) of user access and/or discipline, up to and including employee termination, in accordance with District policies.
  - a. Employees shall adhere to all applicable local, state, federal, and international laws relating to the access and use of computer systems, software and online services. The District will cooperate fully with appropriate authorities to provide information related to actual or suspected activity not consistent with the law.
  - b. Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.
7. The Roseville Joint Union High School District reserves the right to change its policies and

rules at any time.

### **No Expectation of Privacy**

Employees shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by the District or its clients, including but not limited to, emails and other electronic communications. During the course of carrying out their responsibilities, authorized District personnel or other authorized representatives may access any technology, including employee e-mails and other electronic communications. The District also has software and systems in place that monitor and record all internet/intranet usage.

The use, creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by the District, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored on any technology.

Employees are advised that employee emails and other electronic communications pertaining to the business of the District may be public records, which must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure under the California Public Records Act. Moreover, documents may be subject to disclosure by subpoena or other legal process.

Notwithstanding the foregoing, the District endeavors to maintain the confidentiality of its internal email system and other electronically stored information, and employees are expected to respect that confidentiality. To safeguard and protect the proprietary, confidential and sensitive business information of the District and to ensure that the use of all technology is consistent with District legitimate business and educational interests, authorized representatives of the District may monitor the use of technology, messages, and files.

### **Installation/Modification of Technology**

Employees may not install or modify any software on District technology without prior authorization from the District's Information Technology Department. Software downloaded on District technology must have a direct business use and must be properly licensed and registered.

Employees are not permitted to modify existing hardware or connect personal computers or equipment to the District's computer network without prior authorization from the District's Information Technology Department.

### **Intellectual Property**

Technology may provide access to material protected by copyright, trademark, patent, trade secrets and export law. Employees may not assume that merely because information is available on technology to which they have access, that it may be downloaded or further disseminated.

Employees must ensure that use of any material from technology will not violate applicable law or intellectual property rights of any third party. Employees who are unsure as to whether the downloading or use of such material violates the rights of a third party or applicable law should make no use of such material (including downloading it) until receiving appropriate approval. Likewise, no District proprietary information, or any material protected by copyright trademark, patent, trade secrets and export law may be copied, posted or otherwise distributed without the express written permission of the District.

## **Passwords**

Employees are responsible for their passwords. Users are expected to change generic passwords to personalized passwords and keep them secure. Continued use of a generic password can result in someone else sending messages in the owner's name, in which case the owner is held responsible. Automatic logging into email or other technology should not be used. Current passwords may be requested by an employee's supervisor and the supervisor will take reasonable precautions to maintain the confidentiality of the password except as needed for legitimate business purposes as set forth in rules and regulations.

Passwords should be created with the following:

1. Use of both upper-and lower-case letters.
2. Place numbers and punctuation marks randomly in passwords.
3. Make passwords long and complex, so they are hard to crack. Between 8 to 20 characters long is recommended.
4. Use one or more of these characters: ! @ # \$ % \* ( ) - + = , < > : : " ,
5. Make passwords easy to type quickly. This will make it harder for someone else to view.

## **Email Rules and Regulations**

Electronic mail (email) is available to most District staff. To ensure compliance and proper usage, the following regulations have been established.

Basic Guidelines:

1. All email messages, as all paper documents, are the property of the District and are subject to District policy, procedures, and control.
2. Correspondence via email should comply with all the same requirements for correspondence prepared by staff.
3. Messages should include a pertinent subject title.
4. Messages should be brief and concise.
5. Email messages should not contain profanity, racial or sexual slurs, or other unprofessional language.

[RJUHSD Board Policy 4040 Employee Use of Technology](#)

## 6.4 Non Solicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, The Roseville Joint Union High School District has implemented a Non Solicitation/Non-Distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non Solicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, breaks, or other authorized nonworking time, so long as you do so when the other employees are also on non-working time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited at all times. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on District premises at any time.

Employees shall not solicit district staff, students or their families with the intent to sell general merchandise, books, equipment or services for their own personal profit or benefit. Solicitation of students and staff on behalf of the school or other charitable organizations shall be conducted in accordance with applicable Board policy and administrative regulation.

Staff members shall respect the confidentiality of district employees and students and shall not use their status as district employees to secure information such as names, addresses, e-mail addresses, and telephone numbers for solicitations or use in personal profit-making or beneficial ventures.

Educational tours may be promoted on school premises only if they are sponsored by the district. Employees engaged in planning, organizing or leading tours as private, non-district-sponsored businesses shall make it clear that they do not represent the school or district. All activities related to such tours must be carried on outside of school hours and off school premises.

Staff participation in "flower funds," "anniversary funds," or other similar funds shall be voluntary. The site Principal and site Activities Directors must approve the distribution of any non-District materials (posters, flyers, events, etc.) to staff, students and families. The District does not distribute paper materials.

Violations of this policy should be reported to a supervisor.

## **6.5 Off-Duty Use of Employer Property or Premises**

You may not use Roseville Joint Union High School District property for personal use during working time. You are responsible for returning District property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, District products, or office supplies for personal use without prior authorization.

It is District policy to control off duty and non-working hour use of District facilities either for business or personal reasons. You are prohibited from using District facilities during off duty or non-working hours without the written consent of your supervisor.

## **6.6 Personal Cell Phone/Mobile Device Use**

While the Roseville Joint Union High School District permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health. Use of personal cell phones and mobile devices at work can be distracting and disruptive to student learning and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only.

You are expected to comply with District policies regarding the protection of confidential information, including student information, when using personal devices.

If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the District's network or to District equipment (computers, printers, etc.), however, please note the device will be subject to the District's technology use policies.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the National Labor Relations Act (NLRA).

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

### **6.6.1 Employer-Provided Cell Phone/Mobile Device Policy**

The Roseville Joint Union High School District may issue certain employees a District cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle

during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a “hands-free” listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the District, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The District owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the District in operable condition. Violation of this policy may result in discipline, up to and including termination of employment.

## **6.7 Personal Information Changes**

It is your obligation to provide the Roseville Joint Union High School District with your current contact information, including current mailing address and telephone number. You should also inform the District of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, please submit a [Change of Information form](#).

## **6.8 Security**

All employees are responsible for helping to make the Roseville Joint Union High School District a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding District security systems, alarms, passwords, etc. with those outside of the District.

Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the District. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

[RJUHSD Board Policy 3515 Campus Security](#) [RJUHSD Administrative Regulation 3515 Campus Security](#)

## **6.9 Social Media Policy**

The Roseville Joint Union High School District supports the use of social media to facilitate District programs, departments, and school sites in building more successful student, parent, employee,

and community relationships. This document contains the District guidelines regarding the use of social media and the policies that govern Roseville Joint Union High School District staff members who administer social media sites such as Facebook, Twitter, Snapchat, YouTube, Vimeo, and/or Instagram on behalf of the District or school sites. To note, a social media platform is any online tool used for collaboration, interaction, and active participation.

Social media platforms reflect the District and school sites and should therefore be written and structured in an appropriate, ethical, professional, and lawful manner. Staff and students who post prohibited content on official district and/or school social media platforms are subject to discipline in accordance with district policies and regulations. Using the District or school sites' official social media accounts indicate that you have read and will abide by these guidelines.

Official District social media is a site authorized by the Superintendent or designee. Sites that have not been authorized by the Superintendent or designee but that contain content related to the District or comments on District operations, such as a site created by a parent-teacher organization, booster club, or other school-connected organization or a student's or employee's personal site, are not considered official District social media platforms.

### **Creating a District social media account/platform**

Before setting up a social media page representing a school site or program, employees must contact the school principal and the Executive Director of Human Resources

1. The purpose of any official District social media platform should be to further the District's vision and mission, support student learning and staff professional development, and enhance communication with students, parents/guardians, staff, and community members.
2. Consider the objectives before creating a social media page. Ask:
  - a. What is the purpose for creating/developing this new social media account?
  - b. How will you measure success? What statistics will be meaningful to you? (Number of reach, event attendance, shares/retweets, "likes," etc.)
  - c. Who is your audience? Who are you trying to engage and with what frequency? Is there a platform you can tap into where this audience is already accustomed to receiving information? How will you identify them and attract them to your social media page?
  - d. What social media platform(s) will work best for your audience? How do you know?
  - e. Who will maintain the page/account? How often will it be monitored?

The person responsible for posting to the social media site must regularly monitor the page. Content will also be reviewed by site administrators and District Office administrators.

1. The purpose of our social media accounts is to promote school and district events and share our story in a positive fashion. No political sharing on social media is permitted.
2. Each social media platform shall display:
  - a. The purpose of the site
  - b. A statement that the site is regularly monitored and that any inappropriate posts will be removed

- c. Protocols for users, including expectations that users will communicate in a respectful, courteous and professional manner
  - d. A statement that users are personally responsible for the content of their posts and that the district is not responsible for the content of external online platforms
  - e. A disclaimer that views and comments expressed on the site are those of the user and do not necessarily reflect the views of the district
  - f. A disclaimer that any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by the district
  - g. The individual(s) to contact regarding violation of district guidelines on the use of official district social media platforms
3. Employees should be aware that all online activity is public, and all content maintained therefore falls under the California Public Records Act.

### **Employee Use of Personal Social Media**

1. Employees are prohibited from violating student Family Educational Rights and Privacy Act (FERPA) protections, including posting images of students on employee personal social media accounts even if cleared for media use.
2. Unless directed, employees should not participate in personal social media during work hours.
3. The district office does not encourage "friending" or any form of connecting with current students, or family members of students, on personal social media. Private messaging with students, or family members of students, on personal social media accounts is prohibited.
4. An employee who wishes to participate on social media as a representative of the District must first receive approval from the Principal and the RJUHSD Technology Department.

### **Photo guidelines**

Photos posted on social media pages should favorably portray the school sites, the District and the people depicted in the photos. The following guidelines should be used when posting photos:

1. Photos of students should not be posted without express consent from their parents. All staff can access media release forms through Aeries. If you need assistance finding it, please contact the school registrar.
2. Photos of public events can be posted on social networking sites, but they must be appropriate. As a guideline, they should be photos that could be posted on the district's official website. Examples of photos that should be avoided include but are not limited to: photos involving alcohol, nudity, medical and hospital patients, and graphic scenes.
3. Photos of students at public events do not require media releases unless the students' names are identified.

## Content guidelines

1. The platform should be used only for current information regarding district and academic programs, educational resources, or site-specific related purposes. Information shall be appropriate for both internal and external audiences and may include District mission and goals, District or school news, agendas and minutes of Governing Board meetings, School Accountability Report Cards, school calendars, and links to educational resources.
2. Social media and networking sites and other online platforms should not be used by district employees to transmit confidential information about students, employees, or district operations
3. Personal information should not be posted on social media sites, including but not limited to: student identification numbers, employee identification numbers, Social Security numbers, personal addresses or phone numbers, or driver's license numbers. Student names are appropriate if permission is granted through the media release forms.
4. Social media sites are not private, and the expectation of privacy is not conveyed to you as a user or administrator of the site.
5. Be relevant and add value. The best way to get content read is to contribute information that people value. It can be thought-provoking and should build a sense of community.
6. Staff members responsible for monitoring content may remove posts based on viewpoint-neutral considerations, such as lack of relation to the site's purpose or violation of the district's policy, regulation or content guidelines. Platforms should not contain content that is obscene, libelous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation. Additional content that will be removed includes:
  - a. An advertisement for a commercial business
  - b. Slanderous, inflammatory or defamatory comments
  - c. Incorrect information
  - d. Information that violates student privacy under FERPA
  - e. Comments that constitute discrimination or harassment
  - f. Comments pertaining to violence
  - g. Comments pertaining to political activity
  - h. Comments that are not respectful
  - i. Comments that are not relevant to the topic
  - j. A commenter who is misrepresenting themselves
  - k. A single person who is dominating the conversation

## Username

The name of the school site or district should begin the title/username of any social network page. For example:

· @GBHSGrizzlys

- @RHSASB
- @WPHSPanthers

The URL to social media accounts should also reflect the account usernames. For example:

- Facebook.com/ohsvikings
- Twitter.com/anhsactivities (Username is @anhsactivities)
- Instagram.com/whstimberwolves (Username is @whstimberwolves)

## **Logos**

The official district or school site logo should always be used on social media channels when applicable. If you are resizing the logos for publication purposes, hold down the "shift" key as you drag the corner handles to increase or decrease the image. This simple action will constrain the aspect ratio and prevent you from distorting the original shape of the logo. Employees may contact the Technology Department with logo questions.

## **Administration**

At least one site administrator shall monitor and filter all postings to ensure all guidelines are met.

## **Best practices**

Be aware that communication via social media is powerful. These best practices are universal when using social media officially, professionally, or personally.

### **1. Be respectful**

Respect your audience and your colleagues. When disagreeing with others' opinions, keep it appropriate and polite. Do not use defamatory or libelous language or engage in damaging innuendo. Do not use abusive, threatening, offensive, obscene, explicit, or racist language.

### **2. Be honest and transparent.**

Ensure that you are providing accurate information so that you are not misrepresenting the district, school site, or program.

### **3. Be mindful of your public image**

Across Facebook, Twitter, and Instagram, individuals are connected to a mix of family, close friends, old classmates, co-workers, bosses, former bosses, and acquaintances. Familiarize yourself with privacy settings on the different platforms for more control over who can see your content.

#### 4. Use your best judgment

Remember there may be consequences to what you post, so consider your content carefully. If you are about to post something that makes you the slightest bit uncomfortable, review these guidelines and think about whether to post the material. If necessary, please have your direct supervisor or Principal review for appropriate wording.

#### **Press inquiries**

Postings may generate media coverage. If a member of the media contacts you about a social media posting or requests information about the program, refer them to the Executive Director of Human Resources.

#### **Media Contacts**

Employees are not authorized to speak on behalf of the District unless directed by the Superintendent. Direct all media inquiries to the Executive Director of Human Resources.

#### **Retaliation and Your Rights**

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

[RJUHSD Board Policy 1114 District-Sponsored Social Media](#)

[RJUHSD Administrative Regulation 1114 District-Sponsored Social Media](#)

### **6.10 Confidential Student Information**

An employee may access a student record without written parental consent only when that employee has a legitimate educational interest to inspect the record. No District employee who is permitted to access a student record shall divulge or otherwise permit access to the information contained in that record to any other person without the written consent of the student's parent or guardian, unless further sharing of information is with other persons within the educational institution and those persons have a legitimate educational interest in the information.

## **6.11 Third Party Disclosures**

From time to time, the Roseville Joint Union High School District may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the District and should refer any call requesting the position of the District to the RJUHSD Executive Director of Human Resources or the Superintendent. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the RJUHSD Executive Director of Human Resources.

## **6.12 Use of Employer Vehicles**

Company vehicles are to be used for Roseville Joint Union High School District business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a District vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to the Assistant Superintendent, Business Services.

When a District vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor immediately.

As the driver of a District vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a District vehicle or drive a personal vehicle on District business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated. All drivers must:

1. Possess the valid class license and certification required to operate each motor vehicle under state/federal laws.
2. Maintain the validity of license and certification to continue to drive a RJUHSD vehicle throughout your employment.

- a. To become an authorized district driver, please refer to the requirements in RJUHSD administrative regulation 3530.2. [RJUHSD Administrative Regulation 3530.2 Risk Management - District Drivers](#)

## **6.13 Workplace Privacy and Right to Inspect**

Roseville Joint Union High School District property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the District and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on District premises including that kept in lockers and desks.

## **6.14 Personnel and Medical Records**

The Roseville Joint Union High School District maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business related records. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. Current and former employees have a right to inspect certain documents in their personnel file, as provided by law, in the presence of a representative of the District at a mutually convenient time. Current employees may add comments to any disputed item in the file. Upon request, current and former employees may receive copies of documents in their personnel file provided that they pay for the actual costs of copying. An employee can also designate, in writing, a representative to conduct the inspection of, or to receive a copy of, the employee's personnel file. Upon request, Human Resources will provide appropriate access to, and a copy of, records in their personnel file. In addition, the District will take reasonable steps to verify the identity of a requestor. This may include a driver's license or other government identification cards that include a photograph of the bearer. If an employee is required to inspect or receive a copy at a location other than the place where they report to work, no loss of compensation to the employee is permitted because of the time needed for the employee to travel from the site where the employee normally reports to work.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources Department, which is the only department authorized to give out such information.

The District will allow viewing and/or copying of a personnel file within 30 calendar days of a written request of a current or former employee, or the employee's representative. The District will redact the names of any non-supervisory employee from the records being copied and produced. [RJUHSD Administrative Regulation 4112.6 Personnel Files](#)

## **6.15 Whistleblower Policy**

When employees notify a supervisor, manager, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, the Roseville Joint Union High School District has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. The District also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by the District, we encourage you to report it immediately to your supervisor or to the Superintendent's Office. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

## **6.16 Accommodations for Pregnant Employees**

The Roseville Joint Union High School District will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Roseville Joint Union High School District will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Roseville Joint Union High School District is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the District.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The District will not retaliate against employees who request or receive an accommodation under this policy.

## 7.0 Leaves and Benefits

[RJUHSD CSEA Contract](#) [RJUHSD RSEA Contract](#) [RJUHSD Board Policy 4161 Leaves](#) [RJUHSD Administrative Regulation 4161 Leaves](#) [RJUHSD Board Policy 4261 Leaves](#) [RJUHSD Administrative Regulation 4261 Leaves](#) [RJUHSD Board Policy 4361 Leaves](#) [RJUHSD Administrative regulation 4361 Leaves](#) [RJUHSD Administrative Regulation 4161.2 Personal Leaves](#)

### 7.1 Bereavement Leave

All employees are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if more than 400 miles (one way) of travel is required on account of the death of any member of the immediate family. This leave will not be deducted from sick leave. Please refer to the RSEA or CSEA contract for the definition of “immediate family.”

Any additional days requested by the employee beyond those provided in this policy must be handled through the provisions of other leave. Employees should contact the Human Resources Department to determine what additional leave options are available.

### 7.2 Jury Duty & Witness Leave

When called for jury duty, employees will be granted a leave of absence to serve as provided by the law. Employees shall notify their supervisor upon receipt of notice to appear for jury duty or receipt of subpoena. A copy of such notice or subpoena shall be provided to the supervisor upon request

For court assignment for jury duty no deduction of pay will be made; however, the court stipend earned in this duty will be assigned to the District. Members of the unit are required to provide a jury duty proof of service document to the District Office upon returning to work from jury duty.

The District will not retaliate against employees who request or take leave in accordance with this policy.

Pay for jury duty leave shall be the difference between the employee's regular earnings and any amount received for court stipend. To qualify for such paid leave, employees shall pay to the District the amount received for jury duty. Any meal, mileage and/or parking allowance shall not be considered in the amount received for jury duty.

Employees subpoenaed to serve as witnesses on behalf of the District at any trial involving the District shall be granted leave without loss of pay. Any fees received shall be remitted to the District, less mileage and meal allowances, unless District transportation is furnished.

Employees subpoenaed to serve as witnesses on behalf of plaintiffs in trials involving the District shall demand witness fees as provided by law. If a plaintiff does not pay or agree to pay such fees, employees shall refuse to accept service of the subpoena and shall promptly notify the office of the District Superintendent. Upon receipt of such fees and payment thereof to the District, employees shall receive their regular salary for the period of absence required for appearance as witnesses.

### **7.3 Unpaid Leaves of Absence**

Application for Leave of Absence without pay shall be submitted to the Superintendent on or before March 1 of the school year preceding that for which leave is requested, and shall detail the purpose for which such leave is requested (Certificated Staff). Such leave may be granted for further study, travel, teaching in a foreign country, acting as or seeking election to act as a representative in state or federal legislative office, health of the unit member, or similar purpose. Leave requests submitted after March 1 will be considered if they have significant benefit to the District.

Such leave, except leave to act as representative of state or federal legislative office, shall usually be granted only when the granting of such leave is of significant benefit to both the District and the unit member.

Notification of a unit member's intent to return following such leave shall be filed by the unit member at the written request of the District with the Superintendent, no later than March 1 of the year such leave is to terminate. Failure to file such notice shall be deemed a resignation.

Approval of such leave shall be at the discretion of the Board of Trustees and based upon the potential contribution the unit member can make to the District program upon return from, and as a result of, such leave.

While on leave, the unit member may elect to continue health and insurance coverage by arranging to pay premium payments to the District Office. Please contact the Business Department

for specific details.

## 7.4 Family and Medical Leave of Absence Policy

### General

We recognize that there are times when you may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Accordingly, the Roseville Joint Union High School District will provide eligible employees up to a combined total of 12 weeks of unpaid, job protected FMLA/CFRA leave per leave year for the following reasons and any others authorized by the FMLA/CFRA:

1. The birth of the unit member's child, in addition to any pregnancy disability leave to which the unit member may be entitled under Government Code 24 section 12945(b)(2).
2. The placement of a child with the unit member in connection with the unit member's adoption of the child.
3. The serious health condition of the employee's child, parent, spouse, eligible family member, or the employee's own serious health condition. For the purposes of leave to care for a family member with a serious health condition pursuant to Government Code section 12945.2, eligible family members includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person.
4. Inpatient care in a hospital, hospice, or residential health care facility, or
5. Continuing treatment or continuing supervision by a health care provider.
6. Employee's own disability due to pregnancy, childbirth, or related medical condition is not included as a "serious health condition."

Family care leave may be taken in one or more periods but shall not exceed a total of 12 workweeks in a 12 month period.

Under Government Code section 12945.2, if both parents are eligible for family care leave and are employed by the District, 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.

The District shall not discharge, fine, suspend, expel, or otherwise discriminate against any unit member because he/she exercises the right to family care leave or gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights. [RJUHSD Administrative Regulation 4161.8 Family Care And Medical Leave](#)

### Key Policy Definitions

1. **Eligible employees** under this policy are those who have been employed by the District for at least 12 months (these need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) with the District prior to

beginning the FMLA/CFRA leave; and you must have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. However, you may contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.

2. **Leave year** for the purposes of this policy is a rolling 12-month period measured backward from the date FMLA leave begins.
3. For purposes of this article, “**serious health condition**” means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
  - a. Inpatient care in a hospital, hospice, or residential health care facility, or
  - b. Continuing treatment or continuing supervision by a health care provider.
  - c. A unit member’s own disability due to pregnancy, childbirth, or related medical condition is not included as a “serious health condition.”
4. For the purposes of this article, “**parent**” means biological, foster, or adoptive parent, parent-in-law, step-parent, legal guardian, or other person who stood in loco parentis to the unit member.
5. For purposes of this article, “**child**” means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a registered domestic partner; or a person to whom the employee stands in loco parentis.
6. For purposes of the Family Care and Medical Leave/California Family Rights Act, a “**designated person**” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one (1) FMLA/CFRA leave of absence for a designated person per 12-month period.
7. **Qualifying exigencies** for military exigency leave include:
  - a. Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - b. Attending official ceremonies, programs, or military events;
  - c. Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - d. Making financial and legal arrangements;
  - e. Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - f. Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - g. Post-deployment activities such as arrival ceremonies, reintegration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status).
  - h. This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - i. Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
  - j. Other exigencies that arise that are agreed to by both the District and you.

- k. A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of their office, grade, rank, or rating.

### **Call-In Procedures**

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

If an employee's need for family care leave is foreseeable, he/she shall give the District at least 30 days' advance notice. The unit member shall make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to district operations.

### **Parental Leave**

Leave for the birth or placement of a child can be taken in a single block or in two week increments; however, on two occasions, employees may take parental leave in increments of less than two weeks. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

### **Family Care, Personal Medical, Military Exigency, and Military Care Leave**

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

### **Paid Leave Utilization During FMLA Leave**

During the period of family care leave taken by an employee for his/her own serious illness, the employee shall use his/her accrued sick leave. During the period of family care leave taken by an employee to care for their seriously ill spouse, child, parent, grandparent, grandchild, sibling, registered domestic partner, or designated person, the employee may use his/her accrued sick leave.

The District shall maintain and pay for the employee's health coverage at the same level and under the same conditions as coverage would have been provided if the unit member had been continuously employed during the leave period.

The employee shall retain his/her employee status with the District during the leave period, and a unit member shall be entitled to accrue seniority and to participate in health plans and any other employee benefit plans to the same extent and under the same conditions as would apply to any other leave granted by the District.

- a. [Note: Because the employee's absence is NOT a break in service, the employee retains but will not necessarily accrue seniority or other entitlements (e.g., salary scale advancement), except as permitted during other leaves of absence.]

### **Certification and Fitness for Duty Requirements**

An employee's request for leave due to a serious health condition of the unit member or their child, parent, spouse, grandparent, grandchild, sibling, registered domestic partner or designated person shall be supported by a certification from the health care provider of the person requiring care. This certification shall include, if applicable:

1. The date on which the person's serious health condition began.
2. The probable duration of the condition.
3. An estimate of the amount of time the health care provider believes the unit member needs to care for the person requiring care.
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the person requiring care. If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified above.

Failure to timely provide certification may result in leave being delayed, denied, or revoked. At the District's discretion, an employee may also be required to obtain a second and third certification from another health care provider at District expense (except for military care leave).

Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

When requesting a military exigency leave, you may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

When requesting personal medical leave, you will also be required to provide a fitness for duty certification from your health care provider prior to returning to work.

### **Scheduling Leave and Temporary Transfers**

Where possible, an employee shall attempt to schedule leave so as not to unduly disrupt operations. If an employee is requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment, the employee may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

### **Spouse Aggregation**

In the case where an employee and their spouse are both employed by the District, each parent is entitled to 12 weeks of paid parental/child bonding leave for the birth or placement of a child. Each employee is limited to one 12 week leave per 12 month period. The combined total number of weeks to which you are both entitled to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the District will be limited to a combined total of 26 weeks of leave in a single 12 month period to care for a covered service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. The combined total leave does not apply to leave needed because of your own serious health condition, to care for a spouse or child with a serious health condition, or

because of a qualifying exigency.

### **Failure to Return**

If an employee fails to return to work or fails to make a request for an extension of leave prior to the expiration of the leave, the employee will be deemed to have voluntarily terminated their employment.

### **Alternative Employment**

While on a leave of absence, an employee may not work or be gainfully employed either for themselves or others unless express, written permission to perform such outside work has been granted by the District. If an employee on a leave of absence is found to be working elsewhere without permission, the employee will be automatically terminated.

### **False Reason for Leave**

An employee will face disciplinary action and possibly be terminated if an employee provides a false reason for a leave.

### **Retaliation**

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.5 Pregnancy Disability Leave**

If you are disabled by pregnancy, childbirth, or a related medical condition, the Roseville Joint Union High School District will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### **Eligibility**

To be eligible for PDL, you must suffer from a pregnancy-related disability. A ***pregnancy-related disability*** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion. Staff should refer to the collective bargaining agreement and the Human Resources Department for questions and specific details related to PDL.

Conditions for which PDL is available include, but are not limited to:

1. Severe morning sickness.
2. Prenatal or postnatal care.
3. Doctor ordered bed rest.
4. Gestational diabetes.

5. Pregnancy-induced hypertension.
6. Preeclampsia.
7. Postpartum depression.
8. Lactation conditions such as mastitis.
9. Loss or end of pregnancy.
10. Recovery from loss or end of pregnancy.

## **Use of Leave**

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. You may speak with the Human Resources Department about your eligibility for these leaves.

## **Call-In Procedures**

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

## **Paid Leave Utilization During Pregnancy Leave**

You will be required to use available sick leave during PDL; however, you may opt to use any available vacation during your PDL in order to receive compensation.

## **Certification and Fitness for Duty Requirements**

When requesting PDL, you must provide certification from a health care provider to qualify for leave. The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and employee's physician. The employee shall notify the District of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate on the leave request form. The leave request form must be submitted not less than thirty (30) days prior to the expected commencement date.

The employer may request at any time that the employee provide a written statement from their physician attesting to the actual duration of the employee's physical incapacity.

## **Temporary Transfer and Other Accommodations**

If an employee is pregnant, has a pregnancy related medical condition, or is recovering from childbirth, the District has an obligation to reasonably accommodate the employee's medical needs related to pregnancy, childbirth, or related conditions, as well as transfer you to a less strenuous or hazardous position (if one is available) or duties if medically needed because of your pregnancy.

All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The District may also require an employee to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate the employee's need for intermittent leave or a reduced work schedule.

### **Health Insurance**

If the District provides the employee with health benefits under a group health plan, the District will maintain your health insurance coverage during leave as if the employee were still working. The employee must continue to make timely payments of their share of the premiums. [RJUHSD Benefits Information](#)

### **Return to Work**

Upon returning to work at the end of leave, the employee will be placed in their original job or an equivalent job with equivalent pay and benefits. The employee will not lose any benefits that accrued before leave was taken. The employee may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave. Additionally, one time payments/bonuses are prorated. Finally, if an employee does not work 75% of the school year they will not receive a step/column increase.

At the completion of PDL, an employee will be required to obtain a release to return to work from their health care provider stating that they are able to resume their original job or duties.

### **Failure to Return**

If an employee fails to return to work or fails to make a request for an extension of leave prior to the expiration of the leave, the employee will be deemed to have voluntarily terminated their employment.

### **Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the District. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

## **False Reason for Leave**

You will be terminated if you provide a false reason for a leave.

## **Retaliation**

The District will not retaliate against employees who request or take leave in accordance with this policy.

## **7.6 Health Insurance**

Regular employees who work a .50 FTE and above are eligible for the District medical plan. Annual OPEN ENROLLMENT for medical, dental, vision insurance coverage and flexible spending accounts is conducted each May with an effective date of July 1. The Open Enrollment period is an opportunity to change medical carriers, plans and/or change dependent coverage.

## **7.7 Dental Insurance**

Regular employees who work a .50 FTE and above are eligible for the District dental plan. The dental coverage plan for the family is paid 100% by the district and is only available with the employee's participation in medical coverage.

## **7.8 Life Insurance**

The District provides a \$70,000 Basic Life & Accidental Death & Dismemberment (AD&D) insurance policy for employees who qualify for benefits. Dependent Basic Life coverage is also provided, but must be elected by an employee. Spouse coverage is \$1,000 and Child(ren) coverage, from live birth to 6 months is \$250, and from 6 months to age 26, is \$1,000. These policies are paid 100% by the District.

There is an additional Voluntary benefit package available for employees at an employee's expense. Voluntary packages include an Employee Basic Life & AD&D policy, and if elected, a Spouse Basic Life & AD&D policy and Child(ren) Basic Life policy are also available.

## **7.9 Employee Assistance Program (EAP)**

The Roseville Joint Union High School District provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or

employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the District.

EAP services are available to all employees without charge; however, the cost of referrals to treatment or rehabilitation is the employee's responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, SupportLinc at 1-888-881-5462.

[RJUHSD EAP Information](#) [RJUHSD Board Policy 4159 Employee Assistance Programs](#)

## **7.10 Unemployment Compensation Insurance Policy**

Unemployment compensation insurance is paid for by the Roseville Joint Union High School District and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the District.

## **7.11 Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the Roseville Joint Union High School District, no matter how slight, you are to report the incident immediately to your supervisor and contact AMC CallConnect at 1-844-691-4111. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

If your injury is the result of an on-the-job accident, you must fill out an incident report. You will be required to submit a medical release before you can return to work.

### **The District's third party workers' compensation administrator is:**

Acclamation Insurance Management Services (AIMS)

P.O. Box 269120

Sacramento, CA 95826

916-563-1900

### **District employees may seek treatment for an occupational illness at -**

Kaiser Occupational Health

1600 Eureka Road

Roseville CA 95661

916-784-4000

Under current California Labor Codes you may designate your own treating physician for an occupational injury or illness. Current laws allow an injured employee to go to their personal physician for treatment only if the employee has notified the District of their personal physician choice prior to the occurrence of the accident or illness. In addition, your physician must agree to be your pre-designated physician and that they will accept payment for service in accordance with the California Official Medical Fee Schedule. If you choose this option you and your physician must complete a form and return it to Human Resources. Please contact Human Resources for the form.

Employees should at all times keep in mind the safety and welfare of our guests, fellow employees and themselves. In keeping with the District's commitment to safety in the workplace, the District has established an [Injury and Illness Prevention Program \(IIPP\)](#). (Also available on our [staff resources page](#).) This program includes features that address workplace security and violence. It provides for meetings, training programs, and the posting of safety notices and safety tips. The program also includes periodic inspections to identify and evaluate potential safety hazards. In addition, it provides for the correction of any hazards that are identified and the investigation of any incidents of workplace violence. For more information, please contact your supervisor.

Overall, please remember that no job is so important and no service is so urgent that we cannot take time to perform our work safely. Should there be any job-related accident, injury and/or illness, employees are to immediately report this occurrence to their supervisor. In no situation, except in an emergency, should an employee leave shift without reporting an injury that occurred. Report immediately to the employee's supervisor any personal injury they may suffer regardless of how minor it may seem at the time. Report immediately to your supervisor any personal injury a guest may suffer no matter how minor it may seem at the time. Make sure you develop a "safety attitude" in all your work habits.

## **7.12 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Roseville Joint Union High School District employees and their beneficiaries to continue health insurance coverage under the District health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.13 Military Leave (USERRA)**

The Roseville Joint Union High School District complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and

Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. Employees must submit documentation of the need for leave to the Human Resources Department. When returning from military leave of absence, the employee will be reinstated to their previous position or a similar position, in accordance with state and federal law. The employee must notify the Human Resources Department of their intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Human Resources department. [RJUHSD Administrative Regulation 4161.5 Military Leave](#)

## **7.14 Military Spouse Leave Policy**

The Roseville Joint Union High School District provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

1. Work an average of 20 or more hours per week; and
2. Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify Human Resources of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under District policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy. Please refer to the Collective Bargaining Agreement and the Human Resources Department for specific details and questions.

The District will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

## **7.15 Bone Marrow and Organ Donor Leave**

Roseville Joint Union High School District will provide employees, who have been employed with the District for at least 90 days, with a paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, you may take up to 30 paid business days in any one- year period. When donating bone marrow, you may take up to five paid business days in any one- year period. The one-year period for both leaves is measured from the date leave begins.

The District will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured

from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation. Before taking paid leave under this policy, you must first use two weeks of accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow. Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with FMLA (federal Family and Medical Leave Act) or CFRA (California Family Rights Act) leave.

Under most circumstances, upon return from leave under this policy you will be reinstated to the same or equivalent position; however, you will have no greater right to reinstatement than if you had been continuously employed during the leave. For example, if you would have been laid off had you not gone on leave, or if your position is eliminated during the leave, then you will not be entitled to reinstatement.

The District will not retaliate against employees who request or take leave in accordance with this policy. [Legislative Information](#)

## 7.16 Crime Victim Leave

The Roseville Joint Union High School District provides employees who are victims of crime or abuse with unpaid leave to:

1. Seek medical attention for injuries caused by the crime or abuse.
2. Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
3. Obtain psychological counseling or mental health services related to the experience of crime or abuse.
4. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

**Victim** includes:

1. A victim of stalking, domestic violence, or sexual assault.
2. A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
3. A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

**Immediate family member** means:

1. Your spouse or domestic partner.
2. Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.

3. You, or your spouse's or domestic partner's, biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you/they were a minor child.
4. Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
5. Any other individual whose close association with you is the equivalent of a family relationship described above.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

1. A police report indicating that you were a victim;
2. A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court;
3. Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from the crime or abuse; or
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave. Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

The District will maintain the confidentiality of anyone requesting time off under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace. The District will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy. [Legislative Information](#)

## **7.17 Leave for Victims of Domestic Violence, Sexual Assault or Stalking**

The Roseville Joint Union High School District provides employees who are victims of domestic violence, sexual assault, or stalking with unpaid leave to:

1. Seek medical attention for injuries caused by the crime or abuse.
2. Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
3. Obtain psychological counseling or mental health services related to the experience of crime or abuse.
4. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report showing that you were the victim of domestic violence, sexual

- assault, or stalking; or
- A court order protecting or separating you from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from victimization of an act of domestic violence, sexual assault, or stalking.

You may opt to use available vacation or any unused sick pay in place of unpaid leave. Leave under this policy will run concurrently with other types of leave where permitted under applicable law. The District will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace. Failure to provide the required certification may result in a denial of the requested time off. The length of unpaid leave you may take under this policy is limited to 12 weeks.

The District is aware that a domestic situation may impact employees. Accordingly, if you obtain a restraining order as the result of domestic violence, provide a copy of the restraining order to Human Resources, in addition to a photograph and a description of the individual who is being restrained. The District will not discriminate or retaliate against employees who are the victim of domestic violence, sexual assault, or stalking for requesting or obtaining leave in accordance with this policy. [Legislative Information Workplace Violence Resources](#)

## 8.0 Safety and Loss Prevention

### 8.1 General Safety Policy

It is the responsibility of all Roseville Joint Union High School District employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the District's health and safety rules. Failure to follow the District health and safety rules may result in disciplinary action, up to and including termination of employment. The District also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and complete the District's Accident/Incident Form as needed.

Refer to the District's Injury and Illness Prevention Program (IIPP) for more information about safety. Should a safety concern relate to self harm or harm to others, staff can also use the CatapultEMS system to report a safety issue or concern to district administrators. Staff are always encouraged to report safety concerns to their direct supervisor for resolution. As always, the district encourages the mantra of, "See Something, Say Something."

### 8.2 Policy Against Workplace Violence

## **Civility Policy**

The Roseville Joint Union High School District endeavors to promote mutual respect, civility, and orderly conduct within our school system and seeks public cooperation with this endeavor. The District believes a safe and civil environment is essential to ensure high expectations and high student achievement and seeks to establish a work and learning environment that is safe, secure, and peaceful, pursuant to the California Constitution.

The Roseville Joint Union High School District staff and students will treat parents and other members of the public with respect and shall be accorded the same treatment. The District is committed to maintaining orderly educational and administrative processes that keep schools and offices free from disruptions and prevent unauthorized persons from entering school or District grounds.

Uncivil conduct, like other forms of disruptive behavior, interferes with the ability of school and District employees to provide a high quality education for our students. It is paramount that District employees be able to serve all students equitably, without undue time demands that detract from their focus on student learning. This policy is intended to ensure, to the extent possible and reasonable, a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression. The District hopes to present all employees, parents, and community members as positive role models to the students of the District, as well as the general community.

Therefore, the Roseville Joint Union High School District encourages positive, respectful, and considerate communication and actions, and the District discourages hostile, harassing, or excessive communication and actions. This applies to personal and electronic interactions, social media, and telephone calls.

## **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on District property or while performing District business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

## **Reporting Incidents of Violence**

Report to your supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

## **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

## **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources. [RJUHSD Board Policy 4157 Employee Safety](#) [RJUHSD Administrative Regulation 4157 Employee Safety](#) [RJUHSD Board Policy 4158 Employee Security](#) [RJUHSD Administrative Regulation 4158 Employee Security](#)

## **8.3 Drug and Alcohol Policy**

The Roseville Joint Union High School District is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the District to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. [RJUHSD Board Policy 4020 Drug and Alcohol-Free Workplace](#)

School bus drivers must comply with title 49 (Code of Federal Regulations Part 40 - Procedures for transportation workplace drug and alcohol testing program).

## **Prohibited Conduct**

The District expressly prohibits employees from engaging in the following activities when they are on duty (For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them) or conducting District business or on District premises (whether or not they are working):

1. The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
2. The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual or drug-related paraphernalia.
3. The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The District does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the District's Disability Accommodation policy for additional information.

Under the influence, means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that affects the employee's ability to safely and effectively perform their job.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

## **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment. The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. An employee shall abide by the terms of this policy and shall notify the district, within five days, of their conviction for violation in the workplace of any criminal drug statute.

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

The Superintendent or designee shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The district's policy of maintaining a drug-free workplace.
3. Available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

If you believe you have a problem concerning drugs and/or alcohol, please contact the Employee Assistance Program, Supportline, at 1 (888) 881-5462 or at [www.supportline.com](http://www.supportline.com) for assistance.

### **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, the District must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### **Tobacco Free Schools**

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property.

Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes,

cigars, little cigars, chewing tobacco, pipe tobacco, or snuff

2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
  3. Any component, part, or accessory of a tobacco product, whether or not sold separately
- This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. [RJUHSD Board Policy 3513.3 - Tobacco Free Schools](#) [RJUHSD Administrative Regulation 3513.3 Tobacco Free Schools](#)

## 9.0 Required Notices

### 9.1 Asbestos Notice

The Asbestos Hazard Emergency Response Act (AHERA) requires schools to adopt and maintain an asbestos management plan, and include the obligation to ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post-response action activities, including periodic re-inspection and surveillance activities that are planned or in progress: Such notification must be done in writing and a copy placed in the management plan. In addition, schools shall make management plans available for inspection to representatives of EPA and the State, the public, including parents, teachers and other school personnel within five (5) working days after receiving a request for inspection. Furthermore, the District must notify in writing parent, teacher, and employee organizations at least once each school year of the availability of management plans and shall include in the management plan a description of steps to notify such organizations and a dated copy of the notification. In the absence of such organizations for parents, teachers or employees, the district must provide written notice to the "relevant" group(s) of the availability of management plans and shall include in the management plans a description of the steps taken to notify such groups and a dated copy of the notification.

#### **Important Information about Asbestos for the Roseville Joint Union High School District:**

The District has very limited asbestos containing materials remaining at Adelante, Oakmont High School and Roseville High School. These materials are layered into the original building construction, pre 1980. When renovation or modernization projects are approved, the asbestos containing materials are abated and removed per AHERA requirements.

Should you require additional information or have any questions regarding asbestos or the District's asbestos program, you may contact the school site administrative assistant or the Director of Maintenance, at (916) 786-6589 ext. 1206. [RJUHS Board Policy 3514 Environmental Safety](#) [RJUHS Administrative Regulation 3514 Environmental Safety](#)

### 9.2 Bloodborne Pathogens Procedures and Notice

Employees are advised that OSHA requires the Roseville Joint Union High School District to communicate the hazards of bloodborne pathogens to their employees.

As a means to comply with this requirement, the District requires all employees to complete mandated video training each year with instructions on reporting on-the-job incidents of exposure to blood or bodily fluids.

The District has identified employees in specified job descriptions as having a potential of exposure to Hepatitis B, Hepatitis C, and HIV.

Should employees be exposed or have concerns regarding exposure to blood or other bodily fluids, employees are required to immediately report any exposure or concerns to their site supervisor or the

District Human Resources Department for a confidential medical evaluation by the employee's own physician (if pre-selected in writing), or a physician working with the District through Workers Compensation program at no expense to the employee. [RJUHSD Board Policy 4119.42 Exposure Control Plan For Bloodborne Pathogens](#) [RJUHSD Administrative Regulation 4119.42 Exposure Control Plan For Bloodborne Pathogens](#) [RJUHSD Board Policy 4119.43 Universal Precautions](#) [RJUHSD Administrative Regulation 4119.43 Universal Precautions](#)

## **Reporting On-the-Job Incidents of Exposure to Blood**

OSHA Regulations require employers to communicate the hazards of bloodborne pathogens to employees having a potential for exposure to blood or bodily fluids. The following information constitutes the District's procedure for reporting incidents of exposure to blood or bodily fluids.

Definition of an exposure incident:

An occurrence in which an employee has direct contact with blood or bodily fluids containing blood via broken skin (cuts, scratches, etc.), mucous membrane (eye, nose, mouth, etc.), or skin penetration from a contaminated needle or sharp instrument while at work.

When an exposure as defined above has occurred, you may have been exposed to bloodborne pathogens including the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), and Hepatitis C Virus (HCV) . The risk of actual infection with HIV after a needle-stick injury from a positive HIV source is 1 in 300 or 0.3%. The risk of infection from mucous membrane exposure of a wound splash is much less – almost 0%. If you have not been vaccinated for Hepatitis B, the risk of infection with HBV after a needle-stick injury from a positive HBV source is 7% to 30%.

## **Post Exposure Instructions and Information**

1. If you have had direct contact with blood or bodily fluids containing blood immediately, wash the area thoroughly with soap and water. Contact the District Human Resources Department before the end of your workday for a confidential medical evaluation by your own physician (if pre- selected in writing), or a physician working with the District through Workers Compensation.
2. Contact AMC CallConnect at 1-844-691-4111. Human Resources will email you a Workers Compensation claim form and Incident Report Form to complete. .
3. Hepatitis B Post-Exposure Vaccine and Immune Globulin may be indicated if you have not had a Hepatitis B vaccination series. If determined to be necessary by the attending physician, protection from Hepatitis B can be attained by administering Hepatitis B Immune Globulin within 24 hours of the exposure incident and receiving Hepatitis B vaccine. The first vaccination is given within 7 days of exposure.

## **Bloodborne Pathogen Exposure Incident Follow-Up**

The confidential medical evaluation and follow-up shall include:

1. A copy of the Federal Register regulations on bloodborne pathogens and a copy of the exposure accident report are provided to the evaluating physician.
2. Testing of source individual's blood for HBV (Hepatitis B) and HIV, if needed and if consent is given, and the results made known to the employee with respect to the source individual's confidentiality rights.
3. Testing of the employee's blood for HBV and HIV, with employee's consent. If the employee declines HIV testing, the sample shall be preserved for ninety (90) days in the event the employee reconsiders HIV testing. Follow-up HIV testing is to be offered at 12 weeks and 6 months post-exposure.
4. Post-exposure evaluation, follow-up, and treatment for the employee.
5. Medical finding in writing for district records within 15 days to include physician's opinion on Hepatitis B vaccine indication. If the employee has received such vaccination, whether the employee has been informed of evaluation results, and that employee has been told about medical conditions resulting from exposure to blood that require further evaluation or treatment. Other findings remain confidential and will not be included in the written report.

If you have any questions or need further information, please contact Human Resources.

### **9.3 California Disaster Service Worker Requirement**

California Government Code Section 3100-3109 states that:

It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or extreme peril to life, property, and resources is of paramount state importance in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers. All disaster service workers shall, before they enter upon the duties of their employment, take and subscribe to the oath or affirmation.

#### **What does disaster service mean?**

Disaster service means all activities authorized by and carried out pursuant to the California Emergency Services Act.

#### **Who is included in the disaster service worker status?**

All public employees are included in the disaster service worker status which are all persons employed by any county, city, state agency or public district.

### **What are the scope of duties of employee disaster service workers?**

Any public employee performing duties as a disaster service worker shall be considered to be acting within the scope of disaster service duties while assisting any unit of the District or performing any act contributing to the protection of life or property or mitigating the effects of an emergency.

### **How are public employees assigned disaster service activities?**

Public employees are assigned disaster service activities by their superiors or by law to assist the agency in carrying out its responsibilities during times of disaster.

### **What is the oath or affirmation referred to in the government code?**

Before entering upon the duties of employment, all public employees take and subscribe to the oath or affirmation set forth in the California Constitution that declares them to be disaster service workers in time of need.

### **When do public employees take the oath or affirmation?**

Most public employees sign the oath or affirmation during the hiring process and it is kept with the employer.

### **Do public employees acting as disaster service workers get paid?**

Public employees acting as disaster service workers get paid only if they have taken and subscribed to the oath or affirmation.

### **Can disaster service workers be sued for actions taken while performing duties?**

Public employee disaster service workers for nonprofit organizations and the government cannot be held liable for their actions during a disaster while acting within the scope of their responsibilities.

### **What if public employees are injured while acting as disaster service workers?**

Claims sustained by public employees while performing disaster services shall be filed as worker compensation claims under the same authorities and guidelines as with all employees within their agency.

## **9.4 Complaint Procedures**

District complaint policies and procedures encourage every attempt to resolve complaints informally and at the lowest level possible. Notifying a supervisor of a concern before it becomes a complaint encourages early resolution.

When informal resolution is not possible, a formal complaint process exists for parents, students, community members and employees. Employees represented by labor unions may also seek

union representation. Complaint and professional courtesy procedures are outlined in each bargaining unit agreement.

### **Complaints Concerning District Employees (Board Policy 1312.1)**

The District accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The District desires that complaints be resolved expeditiously without disrupting the educational process. The Superintendent or designee shall develop regulations, which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved. The Board prohibits retaliation against complainants. The Superintendent or designee at their discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

[RJUHS District Complaint Concerning District Employees Board Policy](#)

[RJUHS District Complaints Concerning District Employees Administrative Regulation](#)

### **Uniform Complaint Procedures (Board Policy 1312.3)**

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

[RJUHS District Uniform Complaint Board Policy](#)

[RJUHS District Uniform Complaint Administrative Regulation](#)

[RJUHS District Uniform Complaint Procedures Annual Notice](#)

### **Programs and Activities Subject to the UCP**

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

1. Accommodations for Pregnant and Parenting Pupils
2. Adult Education
3. After School Education and Safety
4. Agricultural Career Technical Education
5. Career Technical and Technical Education and Career Technical and Technical Training Programs
6. Child Care and Development Programs
7. Compensatory Education
8. Consolidated Categorical Aid Programs
9. Course Periods without Educational Content

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, veteran or military status, physical or mental disability, medical condition, sex, sexual orientation, reproductive health decision-making, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).
11. Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243).
12. Educational and graduation requirements for pupils in foster care, students experiencing homelessness, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district, students who are migratory, and students participating in a newcomer program.
13. Every Student Succeeds Act
14. Local Control and Accountability Plans (LCAP)
15. Migrant Education
16. Physical Education Instructional Minutes
17. Pupil Fees
18. Reasonable Accommodations to a Lactating Pupil
19. Regional Occupational Centers and Programs
20. School Plans for Student Achievement
21. Instructional Materials & Curriculum: Diversity
22. School Site Councils
23. State Preschool
24. State Preschool Health and Safety Issues in LEAs Exempt from Licensing
25. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as

required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

26. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)
27. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
28. And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

## **Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 Title IX Sexual Harassment Complaint Procedures.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200- 3205)
6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

## **Williams Complaint Procedures (Administrative Regulation 1312.4)**

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve the following:

1. Complaints regarding the sufficiency of textbooks or instructional materials
2. Complaints regarding emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Complaints regarding teacher vacancies and misassignments

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall resolve the UCP-related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy. [RJUHSD Administrative Regulation 1312.4 Williams Uniform Complaint Procedures](#)

## **9.5 Genetic Information Nondiscrimination Act (GINA)**

The District will not use genetic information to make decisions about health insurance or employment; we will not request, require, or purchase any applicant's or an employee's genetic information. If an employee believes that they are or have been subjected to any kind of discrimination based on genetic information, the District encourages employees to file a complaint with their immediate supervisor, Director, Human Resources or any other manager immediately. The Human Resources Department will assist employees in preparing any written documentation necessary. If a supervisor or manager receives a complaint of harassment, they must report the complaint to the Human Resources Department immediately.

The District will engage in the same process noted in the Non-discrimination in Employment Policy. Appropriate action will be taken to deter any future discrimination, and whatever action is taken will be made known to the complainant. The District will not retaliate against complainants for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers.

## **9.6 Mandated Reporting of Child Abuse**

California Penal Code 11166.5(a) requires that any mandated reporter as specified in Section 11165.7 prior to commencing their employment, and as a prerequisite to that employment, shall sign a statement on a form provided to them by their employer to the effect that they are a mandated reporter and inform the employee of their reporting obligations under Section 11166 and will comply with provisions. On September 29, 2014, Governor Brown signed Assembly Bill 1432. This law requires all school districts to provide annual training to their employees in child abuse detection and mandatory reporting obligations under the Child Abuse and Neglect Reporting Act

(CANRA) within the first six weeks of each school year, and to new employees within the first six weeks of hire.

California Penal Code 11165.7 includes but is not limited to defining a mandated reporter as one of the following:

1. A teacher,
2. An instructional aide,
3. A teacher's aide or teacher's assistant employed by any public or private school,
4. A classified employee of any public school,
5. An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.
6. An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.

California Penal Code 11166 States "...a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow-up report within 36 hours of receiving the information concerning the incident.

California Penal Code 11172 subdivision (e) gives mandated reporters who report suspected cases of child abuse absolute immunity, both civilly and criminally, for making such reports. However, any person who fails to report an instance of child abuse as required by the Child Abuse Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months or \$1,000 or both.

Welfare Institutions Code Section: 15630 states: (a) Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, clergy member, or employee of a county adult protective services agency or a local law enforcement agency, is a mandated reporter.

[RJUHSD Board Policy 5141.4 Child Abuse Prevention And Reporting](#)

[RJUHSD Administrative Regulation 5141.4 Child Abuse Prevention And Reporting](#)

## **9.7 Non-discrimination in Employment**

The Governing Board is determined to provide district employees, interns, volunteers, and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and

job applicants.

[RJUHSD Board Policy 4030 Nondiscrimination in Employment](#)

[RJUHSD Administrative Regulation 4030 Nondiscrimination in Employment](#)

[RJUHSD Board Policy 0410 Nondiscrimination in District Programs and Activities](#)

No district employee shall be discriminated against or harassed by any co-worker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status.
  - b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
  - c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
  - d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

### **AMERICANS WITH DISABILITIES ACT (ADA)**

It is the policy of the District to comply with the Americans with Disabilities Act (ADA) as well as applicable state and local laws relating to disability issues. The District will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The District will also reasonably accommodate all employees or applicants with disabilities who are otherwise qualified to safely perform the essential duties of the job unless any such accommodations would impose an undue hardship on the District.

Applicants and employees are assured that all information regarding a disability shall be kept completely confidential except that:

1. Supervisors and managers may be informed regarding restrictions on work or duties of disabled employees and any accommodations that have been made;
2. If the condition requires emergency treatment, first aid and safety personnel may be informed; and
3. Government officials investigating compliance with federal laws may need to be informed in certain circumstances.

All employees with responsibilities which may require knowledge of disabilities will be advised that they are to treat that knowledge with confidentiality.

Any applicant or employee who requires reasonable accommodation in order to perform the essential functions of the job should contact the District's Executive Director of Human Resources or their supervisor and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job. The District will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform their job. The District will engage in an interactive process with the employee to identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

## **TITLE IX: NON-DISCRIMINATION**

The District prohibits unlawful discrimination against and/or harassment of District employees and job applicants on the basis of gender as defined by Federal law in Title IX.

The Title IX Coordinator(s) may be contacted at:

Rob Hasty, Executive Director of Human Resources  
1750 Cirby Way, Roseville CA 95661  
(916) 782-8663  
[rhasty@rjuhsd.us](mailto:rhasty@rjuhsd.us)

## **9.8 Notice of Use of Pesticides/Herbicides**

As of January 1, 2007, the Healthy Schools Act (as amended by Assembly Bill 2865, Chapter 865, Statutes of 2006) requires public schools to notify parents, guardians, and employees about pesticides used in their schools. The law also requires the Department of Pesticide Regulation (DPR) to promote the voluntary adoption of integrated pest management (IPM) practices in California schools. Each school district is to implement the following requirements of the law:

**Annual notification.** Each school district shall provide notification of all pesticide products (except those that are exempt<sup>1</sup>) the school district expects will be applied in the upcoming year to staff and parents or guardians of children who attend the school. These products include over-the-counter pesticides available at retail outlets, as well as those that are applied by licensed pest control

businesses. The notification must list the active ingredients in each pesticide product and the Department of Pesticide Regulation's (DPR) School IPM Website (<http://www.cdpr.ca.gov/schoolipm>), which provides additional information.

**Registry.** Each school shall provide the opportunity for interested staff and parents or guardians to register with the school or day care center if they want to be notified about individual pesticide applications before they occur.

**Warning signs.** Each school district shall post warning signs at each area of the site where pesticides will be applied. These signs are posted 24 hours before and 72 hours after applications and should be sufficient, in the site's opinion, to restrict uninformed access to treated areas.

**Recordkeeping.** Each school shall maintain records of all pesticide use at the site for four years and make the records available to the public upon request.

To obtain notification of scheduled applications at your school site:

Please contact your school office Administrative Assistant, the Director of Maintenance at (916) 786-6589 ext 1206, or the District Office to obtain the Request for Pesticide Application form. All forms are to be returned to your School Site Administrator or the Director of Maintenance.

[RJUHSD Administrative Regulation 3514.2 Integrated Pest Management](#)

## 9.9 Sexual Harassment

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

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

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

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

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

Any district employee who feels that they have been sexually harassed in the performance of their district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, another supervisor, the district's Title IX Coordinator, the Human Resources Department or the Superintendent. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

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

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass their supervisor in filing a complaint where the supervisor is the subject of the complaint. [RJUHSD Board Policy 4119.11 Sexual Harassment](#)  
[RJUHSD Administrative Regulation 4119.11 Sexual Harassment](#)

## **9.10 Title IX**

All RJUHSD employees are to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. The Title IX Coordinator for the RJUHSD is listed below:

Rob Hasty, Executive Director of Human Resources  
1750 Cirby Way, Roseville, CA. 95661  
(916) 786-2051  
[rhasty@rjuhsd.us](mailto:rhasty@rjuhsd.us)

### **NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations: The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC

1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Rob Hasty, Executive Director of Human Resources  
1750 Cirby Way, Roseville, CA 95661  
916-786-2051  
[rhasty@rjuhsd.us](mailto:rhasty@rjuhsd.us)

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP [4119.11/4219.11/4319.11](#) AR [4119.11/4219.11/4319.11](#) - Sexual Harassment, AR [4119.12/4219.12/4319.12](#), Student Policies [BP 5145.7](#) [AR 5145.7](#) [AR 5145.71](#) [Title IX Student Complaint Procedure](#)

Title IX Sexual Harassment Complaint Procedures on the district's web site at <https://www.rjuhsd.us/about/policies-required-notice/title-ixgender-equality>

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:

Rob Hasty, Executive Director of Human Resources  
1750 Cirby Way, Roseville, CA 95661  
916-786-2051  
[rhasty@rjuhsd.us](mailto:rhasty@rjuhsd.us)

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

## 9.11 Tobacco Free Schools

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property.

Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff

An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah

Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited on school grounds. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. [RJUHSD Board Policy 3513.3 Tobacco-Free Schools](#) [RJUHSD Administrative Regulation 3513.3 Tobacco-Free Schools](#)

## 9.12 School Safety: Homicide Threats

Effective January 1, 2023, [Senate Bill \("SB"\) 906](#) added sections 49390 through 49395 to the Education Code regarding a LEA's obligation to respond to threats of homicide at schools. The new statutes require any school district employee interacting with students in grades 6 through 12, inclusive, who observes a threat or perceived threat that a student is going to "commit a homicidal act related to school or school activity" to immediately report such threat to local law enforcement. (Ed.

Code, § 49393.) Any report of a homicidal threat must include any evidence associated with the threat or perceived threat. If two or more school employees observe the same concerning conduct, a report by one of the employees is sufficient to meet the obligation of all of the employees.

A “threat or perceived threat” is defined by the law as: “any writing or action of a pupil that creates a reasonable suspicion that the pupil is preparing to commit a homicidal act related to school or a school activity.” (Ed. Code, § 49390(e).) A threat or perceived threat may be based on a student’s “possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the pupil.” A threat or perceived threat may also be based on “a warning by a parent, pupil, or other individual.”

If local law enforcement is notified of any threat or perceived threat, SB 906 requires the law enforcement agency or school site police—with LEA support—to immediately conduct an investigation and assessment of the reported threat. The investigation must include “a review of the firearm registry of the Department of Justice” and if justified by reasonable suspicion, a search of the school site. (Ed. Code, § 49394.) RJUHSD has adopted BP 5132.6 in alignment with the implementation of behavior threat assessment and management (BTAM) teams districtwide. When a threat or perceived threat is identified the school staff responds to the referral through a systematic process of threat assessment. The BTAM team screens the threat and determines next steps based on evidence, context and circumstances of the threat or behavior reported. Each site has a multidisciplinary team, which includes an administrator, mental health professional and law enforcement to assess the threat. Depending on the outcome of the threat screener, the BTAM team may conduct a full threat assessment to ensure proper interventions are put in place to support the student, staff or person of concern, to prevent an act of targeted violence and increase the likelihood of positive outcomes for the safety of the students, staff and campus.

## **9.13 Nondiscrimination, Harassment and Bullying Policies (RJUHSD) Students)**

The Board desires to provide a welcoming, safe and supportive school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone based on the student's actual or perceived race, color, ancestry, national origin, immigration status, ethnicity, ethnic group identification, age, religion, marital status, parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, medical information, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

[Board Policy 5131.2](#) [Administrative Regulation 5131.2](#) [Board Policy 5145.3](#) [Administrative Regulation 5145.3](#)

## **Board Policies & Regulations:**

All Governing Board policies and regulations are easily accessible through a web-based service known as Gamut Online sponsored by CSBA (California School Board Association). The District policies page is available by following the link on the Roseville Joint Union High School District webpage - [RJUHSD Board Policies](#)

## **Equal Employment Opportunity:**

It is the policy of the Roseville Joint Union High School District to enhance the quality of education and actively promote equal employment opportunities. The Board prohibits unlawful discrimination against and/or harassment of District employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, sex, gender, gender identity, or sexual orientation, at any District site and/or activity. The Board also prohibits retaliation against any District employee or job applicant who complains, testifies or in any way participates in the District's complaint procedures instituted pursuant to this policy.

## **Annual Employee Notices**

Each school year LEAs are required to provide all employees with mandatory information related to the work environment. In addition to being located in this handbook, staff also acknowledge receipt (and review) of all employee notifications through the required Keenan training provided to staff at the start of each school year. The following link provides access to the current years employee notifications: [RJUHSD Annual Employee Notices](#)

## Closing Statement

On behalf of the Roseville Joint Union High School District and the Governing Board, I would like to extend my gratitude for your support of our students and community. It is our mission to ensure that each student achieves an educational experience that promotes opportunities for success in college, career, and life.

Our collective commitment to every student every day, continuous improvement, and fostering strong relationships is evidenced by the academic achievements of our students and the increased relevance in the programs and activities that offer our students a well-rounded experience in our schools. We have one of the highest performing school districts in the Sacramento region, and you are critical to our success.

Thank you for your service to the District and we look forward to an amazing school year.  
Sincerely,

John Becker  
Superintendent  
Roseville Joint Union High School District

## Acknowledgement of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Roseville Joint Union High School District Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook.

Changes can only be made if approved in writing by the Assistant Superintendent, Human Resources of the District. I also understand that any delay or failure by the District to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the District or affect the right of the District to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized District representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized District representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation.

Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by the Roseville Joint Union High School District.

If I have any questions about the content or interpretation of this handbook, I will contact the Human Resources Department.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Print Name