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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief of Talent

Board Meeting Date February 12, 2020

Subject Employee Handbook: Policies and Regulations relating to OUSD Employees

Action Review the revised Employee Handbook and receive for first read Resolution No. 1920-2011 – Employee Handbook: Policies and Regulations relating to OUSD Employees.

Background On September 25, 2013, the Board of Education approved Resolution No. 13-2112 Termination – Policies and Regulations Relating to Confidential Employees, approved by the Board on March 14, 1984 and Policies and Regulations Relating to Administrative Employees, approved by the Board on July 6, 1983 and Authorization of Development of "Employee Handbook" for approval by the Board no later than December 11, 2013.

Discussion The revised Employee Handbook: Policies and Regulations relating to OUSD Employees has been prepared to provide employees with general information concerning their rights, responsibilities and benefits as an employee. It is being presented to the Board, along with a corresponding resolution, for a first read. The revisions include (but are not limited to): a delineation of some stipends certain OUSD employees currently received; a 30-day cap on the vacation accrual for unrepresented employees; and information regarding compensatory time in lieu of overtime pay.

Fiscal Impact None. There are no new anticipated expenses as a result of adopting the handbook.

Attachments OUSD Employee Handbook



**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1920-2011**

- Employee Handbook: Policies and Regulations relating to OUSD Employees -

WHEREAS, it is the goal of the Oakland Unified School District to ensure organizational effectiveness, efficiency and accountability to further student achievement; and

WHEREAS, the Employee Handbook: Policies and Regulations relating to OUSD Employees has been prepared and revised to provide employees with general information concerning their rights, responsibilities and benefits as an employee.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education approves the Employee Handbook: Policies and Regulations relating to OUSD Employees.

Passed by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

ABSENT:



CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on February 12, 2020.

Legislative File	
File ID Number:	20-0146
Introduction Date:	02/12/2020
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By:	

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



OUSD Employee Handbook

2019 - 2020

Policies and Regulations relating to OUSD Employees



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Adopted by Board of Education: _____

OUSD Mission, Vision, Priorities, and Commitments	8
Section 1 – Application and Limitations	9
Section 2 – Selection, Assignment, and Employment	11
2.1 Selection	11
2.2 Assignment and Employment of Superintendent’s Core Team	11
2.2.1 Certificated Core Team Employees	11
2.2.2 Classified Core Team Employees	11
Section 3 – Equal Employment Opportunity	13
3.1 Policy on Equal Employment Opportunity	13
3.1.1 Nondiscrimination Policy	13
3.1.2 Policy Prohibiting Harassment	13
3.1.3 Policy Prohibiting Retaliation	13
3.1.4 Disciplinary Action	13
3.2 Policy on Reasonable Accommodation for Individuals with Disabilities	14
3.3 Policy Prohibiting Sexual Harassment	14
Prohibited Conduct	14
Disciplinary Action	15
3.4 How to Get Help	15
3.4.1 District Complaint Process	15
3.4.2 Other Remedies	16
3.5 Mandatory Sexual Harassment Prevention Training Requirements	16
3.6 Responsibility for Responding to and Reporting Discrimination, Retaliation, and Harassment	16
Section 4 - Salary	18
4.1 Salary Schedule	18
4.2 Initial Salary Placement	18
4.3 Changes to Compensation	18
4.3.1 Annual Salary Increase for Represented Employees	18
4.3.2 Annual Salary Increase for Non-Represented Employees	18
4.4 Additional Compensation	19
4.4.1 Advanced Degree	19
4.4.2 Cell Phone Allowance	19
4.4.3 Reimbursement for Professional Dues	19
Section 5 – Payroll Practices and Work Schedule	20
5.1 Payroll Practices	20

5.1.1	Payroll System	20
5.1.3	Payroll Deductions and Garnishment	20
5.2	Work Year	20
5.3	Workday / Week	20
5.4	Work Schedule for Confidential Non-Exempt Employees	21
5.4.1	Lunch and Meal Breaks	21
5.4.1	Overtime Pay	21
5.4.2	Compensatory Time In Lieu of Overtime Pay (CTO)	21
5.5	Work Schedule for Exempt Confidential and Management Employees	22
5.6	Breaks for Nursing Mothers	22
Section 6 – Holidays, Vacation (Classified) and Non-Work Day (Certificated)		23
6.1	Holidays	23
6.2.1	General	23
6.2.2	Eligibility	23
6.2.3	Accrual Schedule	24
6.2.4	Scheduling Vacation	24
6.2.5	Maximum Vacation Accumulation	24
6.2.6	Vacation Compensation / Reimbursement at Separation	25
6.3	Certificated Non-Workdays	25
Section 7 – Transfer, Reassignment, and Related Procedures		26
7.1	Transfer	26
7.2	Administrative Reassignment	26
7.3	Classified Reassignment	26
7.4	Certificated Reassignment	26
7.5	Temporary Release for Employment in Other District, County Office, or Elsewhere other Location	26
Section 8 – Separation Procedures		27
8.1	Resignation	27
8.2	Automatic Resignation	27
8.3	Reduction in Staff	27
8.4	Termination	27
Section 9 – Retirement		28
9.1	Notice of Intent to Retire	28
9.2	Retirement Systems	28
9.2.1	Certificated	28
9.2.2	Classified	28

9.3	Continuation of Benefits after Retirement	28	
9.4	Post-Retirement Service	28	
9.4.1	Certificated Retiree		28
9.4.2	Classified Retiree		29
	Section 10 – Leaves of Absence		30
10.1	Sick Leave	30	
10.1.1	Accrual and Transfer		30
10.1.2	Use of Sick Leave		30
10.1.3	Verification Requirements		31
10.1.4	Medical, Dental, and Health Appointments		31
10.2	Extended Sick Leave	31	
10.2.1	Certificated		31
10.2.2	Classified		32
10.3	Catastrophic Illness Leave	32	
10.4	Industrial Accident and Illness Leave (Workers’ Compensation)	33	
10.4.1	Duty to Report		33
10.4.2	General		33
10.4.3	Compensation While on Leave		33
10.4.4	Returning from Leave		33
10.4.5	Exhaustion of Leave		34
10.5	Family Care and Medical Leave		35
10.5.1	Eligible Employees		35
10.5.2	Care of a Child, Parent, or Spouse		36
10.5.3	Intermittent Leave and Reduced Work Schedule		36
10.5.4	Temporary Transfer		36
10.5.5	Use / Substitution of Paid Leave		36
10.5.6	Request for Leave		37
10.5.7	Certification of Health Condition		37
10.5.8	Fitness for Duty Certification / Release to Return to Work		37
10.5.9	Right to Reinstatement		37
10.5.10	Maintenance of Benefits / Failure to Return from Leave		38
10.6	Parental Leave	38	
10.6.1	Intermittent Leave and Temporary Transfer		38
10.6.2	Applicable Family Care and Medical Leave Provisions		38
10.7	Pregnancy Disability Leave	39	
10.7.1	Pregnancy Disability Leave Concurrent with Family Care and Medical Leave		39

10.7.2	Pregnancy Disability Leave – Parental and Child-Rearing Leave	39
10.7.3	Right to Reinstatement, Maintenance of Benefits & Failure to Return	39
10.7.4	Applicable Family and Medical Leave Provisions	40
10.8	Military Family Leave	40
10.8.1	Definitions	40
10.8.2	Qualifying Exigencies	40
10.8.3	Request for Military Family Leave	41
10.8.4	Applicable Family Care and Medical Leave Provisions	41
10.9	Military Caregiver Leave	41
10.9.1	Eligibility	42
10.9.2	Definitions	42
10.9.3	Request for Military Caregiver Leave	43
10.9.4	Military Caregiver Leave in Combination with Other Leaves	43
10.9.5	Applicable Family and Medical Leave Provisions	43
10.10	Personal Leaves	43
10.10.1	Unpaid Personal Leave	43
10.10.2	Personal Necessity Leave –	44
10.10.3	Bereavement Leave	44
10.10.4	Leave for Legal Duties	45
10.10.7	Leave for a Child’s School Activities	46
10.10.8	Service on Education Boards and Committees	46
10.10.9	Leave for a Deployed Spouse	47
10.10.10	Leave for Emergency Duty & Civil Air Patrol	47
10.11	Military Leave	47
10.11.1	Compensation While on Leave	48
10.11.2	Continuation of Benefits	48
10.11.3	Vacation and Sick Leave Accrual	48
10.11.4	Retirement Service Credit and Employment Status	49
10.11.5	Reinstatement Rights	49
Section 11 – Benefits		51
11.1	Medical, Dental, and Vision Health Plans	51
11.1.1	Eligibility and District Contribution to Coverage	51
11.1.2	Changes to Benefit Elections and Beneficiaries	51
11.1.3	Continuation of Coverage upon Separation	52
11.2	Life Insurance and Accidental Death and Dismemberment Insurance	52
11.3	Long-Term Disability Insurance	52

11.4	Cash in Lieu of Medical Benefits	52	
11.5	Flexible Spending and Commuter Benefit Accounts	52	
11.6	Insurance Coverage while on Unpaid Leave	52	
Section 12 – Employee Obligations			53
12.1	Attendance and Punctuality	53	
12.2	Professional Standards of Appearance and Dress	53	
12.3	Maintenance of Minimum Qualifications	53	
12.3.1	General		53
12.3.2	Vaccinations for Employees		53
12.3.3	Tuberculosis Tests		53
12.4	Professional Standards	54	
12.5	Conflicts of Interest and Ethical Obligations	55	
12.5.1	Prohibited Unethical Conduct		55
12.5.2	Conflict of Interest Policy and Designated Employees		56
12.5.3	Gifts and Honoraria		56
12.5.4	Employment of Relatives		57
12.5.5	Outside Employment and Incompatible Activities		57
12.6	Smoke-Free and Drug-Free Workplace	58	
12.7	Political Activity	58	
12.8	Reporting Criminal or Illegal Activity and Suspected Child Abuse	59	
12.8.1	Obligation to Report Suspected Child Abuse or Neglect	59	
12.8.2	Reporting Suspected Child Abuse or Neglect		60
12.9	Use of Technology	61	
12.9.1	User Obligations and Responsibilities		61
SECTION 14 - PERFORMANCE EVALUATION, DISCIPLINE AND APPEALS			66
14.1	PERFORMANCE EVALUATION		66
	Evaluation Frequency and Procedures	67	
14.2	DISCIPLINE		67
15.2	DEROGATORY INFORMATION	75	
15.3	FILE REVIEW	75	
ATTACHMENTS			77

Dear Colleague,

As you begin your career or move to a new position within the Oakland Unified School District ("District"), remember that regardless of where you work or the nature of your job assignment, public education is a noble calling. You are part of a large team of dedicated and talented professionals striving to ensure that Oakland children receive a quality education and graduate ready for success in college, careers, and the community.

As a District employee, you are required to read these Guidelines. It provides you with basic information about your health care and retirement benefits, salary, pay periods, holidays and leave provisions. It also provides important information on the District's commitment to diversity, our policies on workplace conduct, safety on the job and your obligations as a District employee. These Guidelines do not supersede current provisions of the respective collective bargaining agreements, state or federal laws or regulations.

The District's Talent Division (commonly referred to as "Human Resources or HR") staff is here to help you with your employment-related questions. If you need further information, contact your department's Human Resources representative.

Thank you for your commitment to public education and to the children and families of Oakland.

Sincerely,

Tara Gard
Deputy Chief Talent Officer

OUSD Mission, Vision, Values and Priorities

OUR MISSION

Oakland Unified School District (OUSD) will build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day.

OUR VISION

All OUSD students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career and community success.

OUSD CORE VALUES

- **Students First:** *We support students by providing multiple learning opportunities to ensure students feel respected and heard.*
- **Equity:** *We provide everyone access to what they need to be successful.*
- **Excellence:** *We hold ourselves to uncompromising standards to achieve extraordinary outcomes.*
- **Integrity:** *We are honest, trustworthy and accountable.*
- **Cultural Responsiveness:** *We resist assumptions and biases and see the gift of every student and adult.*
- **Joy:** *We seek and celebrate moments of laughter and wonder.*



Priority Area #1: Quality Community Schools

Ensure every school is a thriving community of learning and every student is on track to graduate college, career, and community ready.



Every child deserves access to a high quality education. That is why OUSD is committed to reimagining our school system to ensure every school is equipped to support every student to learn, grow, and succeed.

We know our students are resilient learners, collaborative teammates, community leaders, critical thinkers, and creative problem solvers. They deserve nothing less than a world-class education that leverages their unique assets and unleashes the greatness within each of them.

Key Strategies:

- 1.1 Provide **high quality professional development** to transform teaching and leadership.
- 1.2 Implement **targeted strategies** to improve outcomes for subgroups.
- 1.3 Provide **quality and fiscally sustainable school options** in every neighborhood.

Priority Area #2: Fiscal Vitality

Ensure the prioritization of resources to maximize the impact on students with the greatest needs.



OUSD must be a financially healthy district that invests resources equitably and strategically providing the necessary programs and services to students with the greatest need.

This will require central office departments working collaboratively to revamp the budgeting process and leveraging the recommendations of the Government Finance Officers Association.

When we are able to operate at optimal levels, we will be able to spend more of our time, resources, and money on our core business of teaching and learning, thus improving the district's academic return on investment.

Key Strategies:

- 2.1 **Budget for student achievement.**
- 2.2 **Strengthen Facilities Bond Management.**

Priority Area #3: Organizational Wellness

Ensure a culture of divergent perspectives, creative problem-solving, and mutual accountability between central office, schools, and community.



The bedrock of an effective organization is people, so we must care for and support each other. Schools and their communities are the unit of change, and the work of central office is to focus on customer service and quality support. As part of our ongoing efforts to create a more collaborative and mutually respectful organization, we must continue to improve upon transparent communication and quality engagement. With these conditions in place, OUSD will be able to recruit talent, cultivate their growth, and retain effective employees.

Key Strategies:

- 3.1 Develop **mutual accountability** between central office and schools focused on teamwork, customer service, and quality execution.
- 3.2 Attract, develop, and retain **highly effective employees.**
- 3.3 Implement **effective engagement, communication, and connection** with students and families.

Sanctuary District

When we say *Every Student Thrives!* at OUSD it means we stand behind our students no matter where they were born or the barriers they have overcome to be here. We cherish the cultural richness in our district and make no exceptions when it comes to including learners with a wide variety of backgrounds and needs.

It's important to know that Oakland is a Sanctuary City and OUSD is a Sanctuary District. We do not ask for or require proof of legal immigration status upon enrollment, nor is any such information gathered by a school. Hundreds of undocumented, newcomer and refugee students are thriving in our schools with help of the Office of English Language Learners and Multilingual Achievement (ELLMA) and we want to keep it that way.

Together, we will continue to exemplify the OUSD Core Values of *Students First, Equity, Excellence, Integrity, Cultural Responsiveness* and *Joy* in support of all of our students.

For more information, visit www.ousd.org/sanctuary

Local Control and Accountability (LCAP)

The Local Control and Accountability Plan (LCAP) guides how OUSD utilizes funding from the Local Control Funding Formula and other sources to meet the goals for all students, to better serve high-need students, and to reduce class sizes for grades K to 3.

Grounded in our vision for student success, we engage students, parents, staff, and the wider community to develop goals, actions, and measures of progress for all student groups in the eight state priority areas.

Parents, caregivers, students, and community members can collaborate with staff in developing the LCAP and evaluating its impact through participation in the following advisory and collaborative bodies:

- LCAP Parent and Student Advisory Committee (LCAP PSAC)
- District English Language Learners' Sub-Committee (DELLS)
- Foster Youth Advisory Committee (FYAC)
- Community Advisory Committee for Special Education (CAC)
- Partnership with Community-Based Organizations for the LCAP

The cycles of inquiry undertaken by these advisory bodies are integrated in the community review of the entire LCAP that occurs in May and June of each year.

We encourage you to participate in the LCAP process by attending meetings and to stay informed by subscribing to receive LCAP updates. [Click here](#) to access the full draft of the OUSD 2019-20 LCAP.

OUR LCAP GOALS:

1. Students are College and Career Ready
2. Students are Proficient in the State Academic Standards & Next Generation Science Standards
3. Students are Reading At or Above Grade Level
4. Students are Reaching English Fluency
5. Students are Engaged in School Every Day
6. Parents and Families are Engaged in School Activities

Section 1 – Application and Limitations

These Guidelines are intended to serve as a resource for current employees. It contains information on personnel rules, policies and procedures, services and benefits. It also provides important information on the District's commitment to diversity, our policies on workplace safety on the job, and your obligations as a District employee. Please read these Guidelines carefully, as failure to adhere to these policies could result in discipline, up to and including termination.

While every attempt has been made to cover a variety of topics and ensure accuracy of information, these Guidelines may not be entirely comprehensive or current. For example, changes to state or federal law may have taken effect since its publication. If there is a discrepancy or omission, the current law governs. In addition, some employees are employed pursuant to individual employment contracts which are approved by the Board of Education. To the extent that any of the terms or conditions contained in these Guidelines contradict or conflict with any of the terms or conditions of an individual employment agreement, the terms of the employment agreement shall take precedence and supersede these Guidelines.

These Guidelines supersede all prior Handbooks and practices. Also, to the extent any previously adopted Board Policies or Administrative Regulations conflict with these Guidelines, the Guidelines control. However, Board Policies and Administrative Regulations that are adopted after these Guidelines are presumed to take into account these Guidelines and will control to the extent that they vary from these Guidelines. The Board of Education reserves the right to change or modify these Guidelines and its Board Policies. Updated versions will be distributed and published on the Talent Division website. These Guidelines do not constitute a contract of employment.

Except where noted, these Guidelines apply to all classifications in the District.

Below are the employee classifications which are not represented by a bargaining unit in the District:

1. **Certificated Management Employee:** an employee in a position requiring certification under the California Education Code who has significant responsibilities for formulating District policies or administering District programs pursuant to section 3540.1(g) of the California Government Code. Certificated management positions are non-teaching in nature, and service in certificated management positions is not credited toward the attainment of permanent status as a teacher. Certificated management positions are listed on Attachment 1.1.

2. **Classified Management Employee:** an employee in a position not requiring certification under the California Education Code who has significant responsibilities for formulating District policies or administering District programs pursuant to section 3540.1(g) of the California Government Code. Classified management positions are part of the classified service, and service in classified management positions (except for positions designated as "senior classified management" by the Board) is credited toward the attainment of permanent status in the classification held. Classified management positions are listed on Attachment 1.2.

3. **Confidential Employee:** an employee who is in a position which requires the employee to develop or present management positions with respect to District-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions pursuant to section 3540.1(c) of the California Government Code. Confidential positions are listed on Attachment 1.3.

Attachments:

- 1.1 Certificated Management Positions
- 1.2 Classified Management Positions
- 1.3 Confidential Positions

Section 2 – Selection, Assignment, and Employment

2.1 Selection

Unless otherwise defined in collective bargaining agreements (CBA), all vacant positions shall be filled through fair, open, and transparent recruitment and selection processes and procedures which ensure that employees are selected based on demonstrated knowledge, skills, and competence. Selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

If it becomes necessary to fill a confidential management position vacancy shortly before or after the commencement of the school year, the Superintendent shall expedite the selection process and may appoint an individual using all or some of the processes and procedures described above.

For applicable confidential management roles the Superintendent will recommend the most qualified candidate for employment to the Board. All offers of employment are contingent upon successful completion of pre-employment screening including, but, not limited to fingerprinting and background check and tuberculosis screening as well as approval by the Board.

Section 3 – Equal Employment Opportunity

3.1 Policy on Equal Employment Opportunity

The District desires to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law.

3.1.1 Nondiscrimination Policy

The District prohibits District employees from discriminating against any other District employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation. Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions.

3.1.2 Policy Prohibiting Harassment

Harassment of District employees on the basis on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental

disability, medical condition, genetic information, military or veteran status, gender, gender identity, gender expression, sex, or sexual orientation is prohibited and unlawful. Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, or has the purpose or effect of unreasonably interfering with the individual's work performance. As an educational institution committed to providing safe, respectful, and positive educational environments to all students, the District maintains high expectations for professionalism and sensitivity amongst all employees.

3.1.3 Policy Prohibiting Retaliation

The District prohibits retaliation against any District employee or job applicant who complains, testifies, assists, or in any way participates in the District's complaint procedures instituted pursuant to this policy.

3.1.4 Disciplinary Action

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.

3.2 Policy on Reasonable Accommodation for Individuals with Disabilities

The District is committed to equal employment opportunity for persons with disabilities in compliance with the Americans with Disabilities Act and state law. Except when undue hardship would result to the District, the District will provide reasonable accommodation in the job application process to qualified job applicants with a disability and to enable any qualified employee with a disability to perform the essential functions of the position or to enjoy equal benefits and privileges of employment as other similarly situated employees without disabilities.

If you believe that you need a change at work for a reason related to a medical condition, inform your supervisor or contact:

Nikitra Hudson
Coordinator, Disability Management
1000 Broadway, Suite 295 (2nd floor)
Oakland, CA 94607
(510) 879-8842 (office)
(510) 879-0228 (fax)
nikitra.hudson@ousd.org

Complaints concerning disability discrimination should also be referred to your supervisor or HR Partner.

Employees who request an accommodation are required to fully participate in the interactive process in order for the District to address the request. You may be asked to provide medical documentation, meet with specialists and assist in identifying restrictions and possible accommodations. If an employee who receives an accommodation feels that an accommodation is not effective, is no longer needed, or needs modification, the employee must notify his or her supervisor or the Coordinator, Disability Management.

For more information on the reasonable accommodation process, please see Attachment 3.2 (Administrative Regulation 4032 – Reasonable Accommodation).

3.3 Policy Prohibiting Sexual Harassment

The District prohibits sexual harassment of District employees and job applicants. Retaliatory behavior or action against District employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy is also prohibited and unlawful.

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when:

- Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
- Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
- The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. The conduct is sufficiently severe, persistent, pervasive, or objectively offensive so as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
- Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the District.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

- Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
- Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
- Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the District's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Disciplinary Action

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

3.4 How to Get Help

3.4.1 District Complaint Process

If you believe that you have been or are being discriminated against or harassed in violation of District policy, you must promptly inform your supervisor, or the District's Ombudsperson: Gabriel Valenzuela, Office of the Ombudsperson, Oakland Unified School District, 1000 Broadway, Ste. 150, Oakland, CA 94607 or call (510) 879-4281. You may bypass your supervisor if the supervisor is the subject of the complaint. All complaints and allegations of sexual harassment will be promptly investigated and kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.

The complainant may file a written complaint in accordance with this procedure, or may first attempt to resolve the situation informally with his/her supervisor. Complaint forms are available from the Ombudsperson or on the District's website at www.ousd.org.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the District's Ombudsperson, whether or not the complainant files a written complaint. The Ombudsperson will intake the complaint and refer it to the District's HR School or Central Office Partner ("HR Partner") for investigation/handling. The HR Partner shall initiate an impartial investigation of an allegation of discrimination or harassment. For more detailed information regarding the complaint and investigatory process, please see Attachment 3.2 (Administrative Regulation 4031 – Complaints Concerning Discrimination in Employment).

3.4.2 Other Remedies

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

1. DFEH - within one year of the alleged discriminatory act(s), unless an exception exists pursuant to California Code (Government Code 12960)
2. EEOC - within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

3.5 Mandatory Sexual Harassment Prevention Training Requirements

Under current law, the District and all employers with five or more employees in California are required to provide at least one hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees in California within six months of their

assumption of a position. This training must be completed by January 1, 2020, unless otherwise noted in law. This training must be provided once every two years.

Individuals in management or supervisory roles play a key role in ensuring that the workplace is free of unlawful discrimination and harassment. In accordance with California law, employees in supervisory roles are required to attend a course on preventing workplace harassment every two years, and new supervisors must complete training within six months of appointment. A supervisor is anyone with authority to hire, fire, assign, transfer, discipline, or reward other employees. A supervisor is also anyone with authority to effectively recommend (but not necessarily take) these actions if exercising that authority requires the use of independent judgement.

3.6 Responsibility for Responding to and Reporting Discrimination, Retaliation, and Harassment

Any employee who has knowledge of any incident of harassing, retaliatory or discriminatory behavior, whether directed at themselves or others, shall immediately report the incident to his/her supervisor or the District Ombudsperson. An employee has a duty to report such information whether or not the complainant files a written complaint.

Management employees and other supervisors are further required to take corrective action if employees are subjected to retaliation, discrimination or harassment on the basis of a protected category, and must report such incidents to the District Ombudsperson.

Any trainer must meet the qualifications established by DFEH which are posted online at www.dfeh.ca.gov.

Attachments:

- 3.2 Administrative Regulation 4032 - Reasonable Accommodation
- 3.4 Administrative Regulation 4031 - Complaints Concerning Discrimination in Employment

Section 4 – Salary

4.1 Salary Schedule

With very limited exceptions, all positions in the District are placed in a Board-approved salary schedule. Wage and hour are negotiated through the respective labor union representatives.

Executives and Confidential Management salary schedules are based on a compensation system; classifications are placed within the schedule on the basis of job duties, responsibilities and requirements. These factors include decision making and problem solving, skill and ability, training and education, prior work experience, interaction with others, and supervision. Most steps within the salary classification are approximately 5% higher than the previous step. Salary schedules applicable to Core Team employees are attached as Attachment 4.1. For represented roles the salary schedules are negotiated through regular intervals as agreed upon with the respective bargaining units. New job classifications or revisions to existing classifications are compensated according to the same criteria listed above, i.e., on the basis of job duties, responsibilities and requirements.

Copies of salary schedules shall be made publicly available online and may be obtained from Human Resources upon request. Contact your HR representative if you have questions about the salary schedule applicable to your job classification.

4.2 Initial Salary Placement

When an employee is initially employed or promoted, an employee not having previous paid, directly-related experience shall generally be placed at the first step of the salary schedule or, where applicable, current District employees may be placed at a higher step to achieve an approximate five (5) percent increase above his/her prior salary in the District. New or promoted employees with previous paid, directly-related experience shall be given credit of one (1) step for each year of directly-related experience up to the top salary step of the appropriate range.

Employees shall submit proof of their prior experience within 60 days of the hire date in order to receive the increase retroactive to the date of hire. Exceptions to this guideline must be approved by the Superintendent or designee. In no case shall placement exceed the top salary step of the appropriate range.

4.3 Changes to Compensation

4.3.1 Annual Salary Increase for Represented Employees

Represented employees receive an annual pay increase (step increase) as defined by their CBA.

4.3.2 Annual Salary Increase for Non-Represented Employees

Core Team employees receive an annual pay increase (step increase) effective July 1 until such time as the salary reaches the maximum rate of pay for the salary range for the position provided that, as of July 1, the employee has been employed for at least 4 months (employed on or before March 1). Employees hired after March 1 will receive a salary increase on July 1 of the following fiscal year.

4.3.3 Salary Exceptions (Y-Rating)

Y-rating is a method used by District to continue an employee at an employee's previously earned pay rate which is higher than the applicable salary schedule for a new position held by the employee. Y-rating temporarily freezes the employee's salary. Decisions to Y-rate an employee's salary must be approved by the Superintendent in writing each fiscal year.

4.4 Additional Compensation

4.4.1 Advanced Degree

Employees receive a \$1,200 annual stipend for a master's degree and a \$3,000 additional stipend for a doctorate, provided official documentation is submitted. For purposes of this guideline, a juris doctorate degree shall be considered the conferring of a professional degree approved by the American Bar Association with a major in law, legal science or related area. Sealed official transcripts or officially authorized electronic transcripts are required.

4.4.2 Cell Phone Allowance

Employees whose immediate supervisor certifies that a cell phone is necessary for them to satisfactorily perform their duties may be assigned a monthly cell phone allowance in the amount of \$50 to cover the cost of business use of the personal cell phone.

4.4.3 Reimbursement for Professional Dues

Employees shall be eligible for reimbursement of dues to professional organizations in accordance with the schedule approved by the Superintendent. Speak to your immediate supervisor for questions about professional growth and development.

Section 5 – Payroll Practices and Work Schedule

5.1 Payroll Practices

5.1.1 Payroll System

OUSD's pay periods for all employees is aligned with the Alameda County Office of Education payroll distribution calendar and frequency. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts as formally set up by you in conjunction with the Payroll Department.

Paycheck stubs are available electronically through the Employee Online Self Service portal in the Escape system. Employees may complete many transactions online, including, but not limited to, view leaves balances, view and print their paycheck stub, and update federal W-4 Tax allowances.

5.1.3 Payroll Deductions and Garnishment

All employees are subject to withholding of federal and state taxes as required by law. Depending on your classification, eligibility for State Disability Insurance benefits, membership in State Teachers Retirement System or Public Employees Retirement System, deductions may also be made for health insurance, employee pension contribution, SDI taxes, Medicare Hospital Insurance and/or Social Security taxes.

You may choose to have a number of amounts withheld from your paycheck by submitting an authorization form to Payroll Services.

If the District receives a court order to garnish your wages, the District must comply with that order. A garnishment will reduce your take-home pay. If you have questions about your paycheck, contact Payroll Services.

5.2 Work Year

The work year for represented roles are defined within the respective collective bargaining agreements.

The work year for full-time employees is twelve (12) months.

5.3 Workday / Week

The workday and workweek for represented roles are defined within the respective collective bargaining agreements.

The normal workday and workweek for non-represented roles consists of a seven and one-half hour assignment falling between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. Specific work schedules will be set by the employee's supervisors.

5.4 Work Schedule for Confidential Non-Exempt Employees

This normal work schedule for full-time non-represented non-exempt employees shall be a seven and one-half hour assignment between the hours of 8:00 a.m. to 5:00 p.m., excluding a 30-minute (or 60-minute at employee's request), duty-free lunch break. Exempt status for a particular position title or classification is subject to change as the District modifies job duties due to a reorganization of work,

creation of new positions and/or elimination of positions. The following positions are classified as non-exempt and incumbents are subject to this section 5.3.1: Administrative Assistant Confidential, Administrative Assistant HR, Assistant Employee Information and Management Systems, Clerk Typist III Confidential, and Secretary HRSS. An employee should consult their supervisor or their Human Resources representative if he/she is uncertain as to the applicability of this section.

5.4.1 Lunch and Meal Breaks

A confidential employee in a position which is not exempt from the Fair Labor Standards Act (FLSA) shall take an unpaid 30-minute duty-free (or 60-minute at employee's request) lunch break and two (2) fifteen-minute paid rest periods each day. Employees may not waive their lunch break without express written authorization from their supervisor, signed by both the employee and supervisor. Employees must remain at their work site during rest periods.

5.4.1 Overtime Pay

Non-exempt confidential employees who work in excess of eight (8) hours in a workday or 40 hours in a workweek shall be entitled to overtime pay at the rate of time and one-half of his/her regular rate of pay.

5.4.2 Compensatory Time In Lieu of Overtime Pay (CTO)

With advance written permission from his/her supervisor, a non-exempt confidential employee is entitled to receive CTO in lieu of paid overtime at the rate of one and one-half hour for each hour of overtime worked. The employee must request and receive permission to accrue CTO at the time overtime service is performed.

The employee's immediate supervisor must approve the time when an employee will take CTO. Employees cannot accumulate more than 40 hours of CTO credit and must use the hours in the same fiscal year in which the hours were earned. Once an employee has accrued 40 hours of CTO credit or at the end of the fiscal year in which the hours were earned, the employee must either take CTO (with approval from his/her immediate supervisor) or receive pay for overtime service.

Employees are entitled to a cash payment of CTO balances upon separation. When an employee is leaving employment with the District, the employee should be encouraged to take CTO so that the employee's CTO balance is zero upon separation.

5.5 Work Schedule for Exempt Confidential and Management Employees

Due to the requirements of various non-represented exempt leadership roles, the normal workday and workweek must be balanced against the needs of the District and the time required to fulfill the responsibilities of the position. Each employee shall spend the hours per day of the work week necessary to perform that employee's duties within the District's performance standards. Such positions may require work at unusual hours of the day and night and employees are expected to leave information with their immediate supervisor or designee regarding where they can be contacted during regular work hours in the event of an emergency.

Exempt confidential and management employees are not eligible for overtime compensation or CTO. However, when the execution of job responsibilities requires extra work hours that cause an unreasonable hardship on the employee, the employee may be excused a similar number of hours on a workday. These hours may not be accumulated and may only be taken upon approval from, and

coordinated in advance with, the immediate supervisor. Circumstances deemed "unreasonable hardship" shall be determined by the immediate supervisor on a case-by-case basis.

Exempt confidential and management employees may, with the approval of their immediate supervisor, elect to begin the workday before/after the beginning of the regularly designated workday, providing such variation does not typically extend more than two hours before/after the normal flexible workweek, provided it is developed in consultation with the immediate supervisor.

5.6 Breaks for Nursing Mothers

The District desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The District prohibits discrimination, harassment, and/or retaliation against any District employee who chooses to express breast milk for her infant child while at work.

An employee is entitled to request a reasonable amount of break time to express breast milk for her infant child. Employees will be afforded a reasonable amount of break time for this purpose unless the accommodation creates a serious disruption to District operations or an undue hardship.

To the extent possible, such break time shall run concurrently with the break time already provided to the employee. The employee shall be provided a private and appropriate location, other than a restroom, in close proximity to her work area in order to express milk.

Employees who require a lactation accommodation are encouraged to notify their supervisor or other appropriate personnel in advance. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

In the event the supervisor believes that a lactation accommodation will create a serious disruption of District operations or an undue hardship, he/she shall consult the Deputy Chief Talent Officer or designee prior to denying an accommodation. In any case in which lactation accommodations are denied, the Deputy Chief Talent Officer or designee shall document the options that were considered and the reasons for denying the accommodations.

Section 6 – Holidays, Vacation (Classified) and Non-Work Day (Certificated)

6.1 Holidays

The District currently observes the following holidays:

New Year's Day & New Year's Eve	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Memorial Day
Cesar Chavez Day	
Independence Day	
Thanksgiving Day & the Day after Thanksgiving	
Christmas Day & Christmas Eve	

Classified Non-represented employees are entitled to payment for authorized holidays as part of their regular monthly compensation provided the holiday occurs during the employee's scheduled work year and provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday.

In general, certificated confidential exempt leadership employees are expected to designate holidays as non-work days in accordance with this section. In the event a certificated employee believes it is necessary to schedule a holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

The holidays designated above that are not legal holidays are subject to change based on the District's need and the designated school calendar. Employees will be notified annually of the applicable holidays when the District calendar is published. The calendar is available on the District's website at www.ousd.org.

6.2 Classified Employee Vacation

6.2.1 General

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities. The District believes that taking such time off is valuable to both the employee and the District as a whole by enabling the employee personal time to engage in other endeavors, to improve morale, to provide rest, relaxation, and fresh perspectives upon return, to encourage cross-training of job responsibilities and system efficiencies, and to contribute to a well-balanced team. Under the statutory framework provided in the Education Code, only classified employees are eligible to earn vacation and all references to employees in this section 6.2 shall be understood to mean classified employees. Certificated employees have non-work days as set forth section 6.3.

6.2.2 Eligibility

All regular full-time and part-time employees in the classified service shall be entitled to accrue annual vacation leave with pay. However, employees generally are not eligible to take vacation until after

completion of six-months of uninterrupted service (see section 6.2.4). Vacation shall be prorated for employees hired after the beginning of a fiscal year or for those employees working less than a full day or less than 12 months. Upon completion of six months of employment, each employee will be granted vacation hours pursuant to the accrual schedule below.

6.2.3 Accrual Schedule

Eligible employees accrue vacation every month as long as they are in a paid status for at least one-half of the working days in the month. Vacation shall be pro-rated for employees working less than a Full-Time, 12-month position (i.e., 10 month employees working 7.5 hours per day receive 16 days).

<u>Length of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>
0 months-24 years	1.67 days	20 days
25+ years	2.09 days	25 days

A new employee's eligibility date for vacation accrual is based on the start date of employment. In order to accrue a month's credit, a new employee must begin work on or before the 15th of the month. Otherwise, vacation accumulates from the first day of the following month.

6.2.4 Scheduling Vacation

Vacation leave must be approved by, and coordinated in advance with, the employee's immediate supervisor to ensure that the absence does not conflict with the needs of the department. Based on District need and reasonable notice, a supervisor may require employees to take paid vacation leave during particular times such as school recess periods.

In general, new classified Non-represented employees are expected to schedule vacation time after they have completed their six (6) month probationary period. However, in recognition of the fact that new employees may have pre-scheduled vacations prior to accepting employment with the District, a probationary employee may request permission to use vacation during his/her probationary period. In such cases, an employee may use vacation leave if authorized in writing by the employee's immediate supervisor.

6.2.5 Maximum Vacation Accumulation

Employees shall have all of their vacation time credited to their accounts on July 1st of each fiscal year. The District expects that employees will use all of their vacation time in the fiscal year in which it is earned, and employees must make every reasonable attempt to schedule vacation prior to June 30 of the following calendar year. However, in the event the employee is unable to do so, employees may accumulate up to a maximum of thirty (30) vacation days to carry over to the subsequent fiscal year. Vacation credit which exceeds the thirty (30) day ceiling will be paid in cash or, upon reasonable notice, the immediate supervisor may schedule the employee's vacation time to avoid or reduce cash payments for excess carry over.

For employees who have more than sixty (60) vacation days of earned vacation on July 1, 2019, the District, at its discretion, may elect to allow additional carryover of vacation days and pay the excess accumulated vacation in installments over multiple fiscal years during the employee's employment and/or to develop a schedule for the employee to use the excess accumulated vacation in subsequent

years. Employees who have earned vacation balances at the time of the passage of these Guidelines will not forfeit their earned vacation balance.

6.2.6 Vacation Compensation / Reimbursement at Separation

When an employee separates from service with the District, the employee shall be entitled to lump-sum compensation for earned, but unused vacation. If an employee terminates employment after having taken vacation which he/she has not yet earned at the time of termination, the District shall deduct the full amount of the unearned vacation pay from the employee's last paycheck.

6.3 Certificated Non-Workdays

Certificated Confidential Team employees shall work no more than 227 days each fiscal year, as determined by the designated number of work days for the position. Employees will be notified of the number of work days in their position at the time of hire. Adjustments to the number of work days may occur from year to year; employees will be notified in writing in advance of any such changes.

Certificated employees who are hired after July 1, or who are assigned to work fewer than 227 days, shall have their salaries and work year, including non-workdays, prorated accordingly. Salaries for employees who fail to work 227 days each year will be adjusted to reflect actual days worked and may result in the employee receiving less than a full year of service credit for retirement purposes.

Certificated non-work days must be approved by, and coordinated in advance with, the employee's immediate supervisor to ensure that the absence does not conflict with the needs of the department. Based on District need and reasonable notice, a supervisor may require employees to designate non-work days during particular times such as school recess periods. District recognized holidays shall be designated as non-work days (see section 6.1).

Non-workdays shall not be carried over to the next fiscal year. A certificated unit member shall not be paid for working additional work days in a fiscal year unless such agreement to additional work days and salary is expressly approved in advance and in writing by the unit member's immediate supervisor and approved by the Deputy Chief Talent Officer.

A certificated unit member who resigns, retires, is terminated, or takes a long term leave of absence prior to the end of a fiscal year shall be paid only for days actually worked during the year. No payment shall be made for non-workdays not taken. Any and all adjustments shall be made in the final pay warrant.

Non-workdays of certificated unit members shall be unpaid and shall be excluded from the calculation of each certificated unit member's official work year for all purposes, including retirement.

Section 7 – Transfer, Reassignment, and Related Procedures

7.1 Transfer

Unless otherwise defined in the CBA, a transfer is a lateral move, made voluntarily, to another position in the same classification or salary range.

Non-represented employees should make a request for a transfer in writing to the Superintendent via their Department head. The request should identify the position desired and the reasons for requesting the transfer.

7.2 Administrative Reassignment

When a non-represented employee is to be reassigned, every effort will be made to give the employee as much advance notice as possible. Such notification should normally be made by the appropriate supervisor at an individual conference. The circumstances surrounding the reassignment, the nature of the new position and the position's requirements should normally be discussed during the conference.

7.3 Classified Reassignment

A reassignment is a change in a classified employee's assignment to another position in the same classification or salary range initiated by the District. The employee will be notified in writing of the reasons for the reassignment no fewer than thirty (30) days prior to the effective date.

7.4 Certificated Reassignment

A reassignment is a District-initiated change in a classified employee's assignment to another position within the District which may or may not result in a decrease in salary. Notice of the reassignment shall comply with the provisions of Education Code section 44951.

7.5 Temporary Release for Employment in Other District, County Office, or Elsewhere other Location

The District considers the temporary release of eligible employees to other education or related organizations with the purpose of providing a professional growth opportunity for an OUSD employee. Such an arrangement shall be an option for eligible employees who have served two years or longer with the District and who meet the qualifications of the outside organization's temporary position. A temporary release may be initiated by the Superintendent or by employees. All such temporary releases are subject to the approval of the Superintendent.

The period of release shall be no longer than one year unless otherwise approved by the Superintendent. The outside organization shall reimburse the District for the employee's salary and benefits. Upon completion of the temporary assignment, the employee shall return to their position within the District unless notice is otherwise provided pursuant to these Guidelines and the Education Code.

Section 8 – Separation Procedures

Before leaving employment with the District, an employee must return all District property issued to him/her during employment, including, but not limited to supplies, laptop computers or other electronic devices, keys, and identification or access cards. This obligation specifically includes any property purchased with District funds by the employee or by the employee's department. Any materials, files, documents, or other items collected or created by the employee in connection with his/her employment remain the property of the District. Employees may not take any such materials, or copies of those materials, with them when they depart.

Near the time of an employee's departure, the employee will be asked to meet with a Human Resources representative to review separation procedures, ensure that all property has been returned and receive information about health benefits. Employees will have an opportunity to ask questions regarding procedures and benefits at that time. If an employee believes that he/she has useful information, suggestions or comments for the District, but for any reason does not wish to share such information with their immediate supervisor, employees are strongly encouraged to contact the Deputy Chief Talent Officer.

8.1 Resignation

Resignations must be submitted in writing to the employee's immediate supervisor. A one month notice of resignation is preferred; a two-week notice is required. Resignations are deemed accepted and are final and binding at the time they are submitted unless the District informs the employee in writing otherwise.

8.2 Automatic Resignation

Employees who are absent from their job for any period of time without proper authorization, may be subject to discipline. An employee who is absent from his/her job without proper authorization for more than five consecutive working days, or who fails to return from an approved leave, will be deemed to have resigned from their position. In addition, such conduct constitutes grounds for termination for cause. An employee who receives notice of an "automatic resignation" may appeal the determination in accordance with the procedures set forth in section 14 of these Guidelines.

8.3 Reduction in Staff

From time to time, budgetary or operational considerations may make it necessary to reorganize, reduce work hours or lay off District employees. If a reduction in force becomes necessary at any time during the year, the reduction will be determined in accordance with the program needs of the District and in accordance with the applicable provisions of the Education Code.

If you receive a notice of layoff, or if you have questions about layoffs, please contact Human Resources.

8.4 Termination

Please refer to section 14 of these Guidelines for a description the grounds and procedures for involuntary termination of employment.

Section 9 – Retirement

9.1 Notice of Intent to Retire

Retirement notification must be submitted in writing to the employee's immediate supervisor. A one month notice of retirement is preferred; a two-week notice is required. Resignations are deemed accepted and are final and binding at the time they are submitted unless the District informs the employee in writing otherwise.

9.2 Retirement Systems

Information in this section, like all provisions in these Guidelines, is subject to change. Employees should consult with a representative of the applicable retirement system prior to making any decisions regarding retirement.

9.2.1 Certificated

State Teachers' Retirement System (STRS) is mandated for all certificated employees with a few exceptions. The employee and the District both make contributions to this system. Upon retirement, unused sick leave is applied to retirement service credit.

9.2.2 Classified

Public Employees Retirement System (PERS) is mandated for all classified employees with a few exceptions. The employee and the District both make contributions to this system. Upon retirement, unused sick leave is applied to retirement service credit.

9.3 Continuation of Benefits after Retirement

Retirees may participate in retiree health plans at the retiree's own expense.

9.4 Post-Retirement Service

When necessary, the District may, subject to specific legal requirements, hire a retired STRS/PERS employee who possesses the knowledge and experience needed to perform specialized work or service for the District.

Any retired employee who is appointed to service after retirement shall be paid at a rate commensurate with that of other District employees performing comparable duties. However, such a retired employee shall not make contributions to the retirement fund or accrue service credits based on compensation earned from that service.

The State of California has adopted stringent rules and regulations governing post-retirement work in public agencies. This section is not intended to provide an exhaustive summary of restrictions on post-retirement service. It is the responsibility of the employee to know and understand the limitations on employment after retirement and retirees are strongly encouraged to consult with a knowledgeable representative of the applicable retirement system prior to accepting employment with the District. Acceptance of employment in violation of state laws and regulations can negatively impact a retiree's retirement benefits. The District is not liable to the retiree for hiring in violation of these restrictions or for amounts paid in excess of the compensation limitation.

9.4.1 Certificated Retiree

Six Month Restriction on Hiring

A retired certificated employee is not eligible for employment by the District for at least six calendar months after his/her retirement from service unless all of the following conditions are met:

- a. The retiree has attained the normal retirement age;
- b. The appointment is necessary to fill a critically needed position before 180 days have passed;
- c. The retiree did not receive additional service credit pursuant to Education Code 22714 or 22715 or a financial inducement to retire; and
- d. The retiree's termination of employment with the District is not the basis for the need to acquire the services of the retired individual.

A retirees' appointment under this section is not final until approved by the Board of Education in a public meeting. Approval by the Board of Education shall be reflected in a resolution which details the nature of the appointment and finds all of the above criteria are met.

Limitation on Compensation

In any one school year, certificated retirees shall not earn more than twenty-two thousand dollars (\$22,000) adjusted by the percentage change in the average compensation earnable of active members of the Defined Benefit Program, as determined by the system, from the 1998-99 fiscal year to the fiscal year ending in the previous calendar year.

9.4.2 Classified Retiree

The District may hire a retired classified employee provided the appointment is either necessary during an emergency to prevent a stoppage of District business or because the retiree has skills needed to perform work of limited duration.

Six Month Restriction on Hiring

A retired classified employee is not eligible for employment by the District for at least six calendar months after his/her retirement from service.

Hours of Work Restriction

A retiree's appointment may not exceed a total of 960 hours per fiscal year (July 1 to June 30).

Bona Fide Separation Requirement

If the retiree has not yet attained the normal retirement age, the retiree must demonstrate a bona fide separation from the District prior to accepting employment. Such retirees are not eligible for post-retirement service unless both of the following conditions are met:

- a. There is no verbal or written agreement to return to work as a retired annuitant between the District and the retiree before the employee retired; and

b. There is a termination of employment (separation in service) for 60 days between the employee's retirement date and the date post retirement service commences.

Section 10 – Leaves of Absence

Leaves available to Non-represented employees are described in this section. For represented roles please consult your CBA.

When an employee wishes to take a leave of absence for any reason, he/she must complete the form(s) required for the particular type of leave. Employees may obtain leave request forms from their supervisor or their Human Resources representative.

Variations in the steps for processing leave requests occur for different types of leaves. Please note that, in accordance with the requirements of the Education Code, leave entitlements may be different for classified and certificated employees in some instances. For some types of leaves, additional information must be submitted with the written request, e.g., medical practitioner's statement or military orders, etc...

10.1 Sick Leave

10.1.1 Accrual and Transfer

Full-time employees will earn one sick day per month. Part-time employees will earn sick leave in the ratio their employment bears to full-time service.

Unused days of sick leave shall be accumulated from year to year without limitation. Non-represented employees may transfer earned sick leave accumulated while employed at a county office or public school District, provided the education agency was in California. It is the employee's responsibility to ensure accumulated sick leave is transferred in a timely manner in accordance to their respective CBAs.

Certificated

Certificated employees may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. An employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination of service.

Classified

Classified employees may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new classified employee shall not be entitled to take more than six days of sick leave until he/she has completed six months of active service with the District.

10.1.2 Use of Sick Leave

An employee shall notify his/her immediate supervisor of his/her need to be absent as soon as such need is known, so that substitute services may be secured if necessary. This notification shall include an estimate of the expected duration of absence. If the duration of the absence becomes shorter or longer than estimated, it is the employee's responsibility to inform his/her supervisor as soon as possible.

Sick leave may be used for absences due to any of the following:

- a. Temporary inability to perform duties because of illness or accident;

- b. Pregnancy, miscarriage, childbirth, and recovery (see section 10.7);
- c. Personal necessity (see section 10.10.2);
- d. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (see section 10.4); and
- e. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child.

Employees may not accept other employment while on sick leave unless such employment is outside their regularly scheduled workday.

10.1.3 Verification Requirements

The District reserves the right to require written verification by the employee's physician or other authorized licensed health care provider. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever the supervisor has reason to suspect that an absence is not for one of the purposes listed above.

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

10.1.4 Medical, Dental, and Health Appointments

Non-Represented employees are entitled to take a reasonable amount of partial-day absences for medical, dental, or health appointments for themselves or their immediate family without loss of pay or sick leave. The employee's supervisor should be notified of the absence in advance, if possible. Represented employees should consult their CBA for guidelines on partial-day absences, if applicable.

10.2.1 Certificated

After exhausting all sick leave, including accumulated sick leave and non-scheduled Personal Leave days, a certificated Core Team employee who continues to be absent due to illness or accident shall be entitled to Extended Sick Leave for an additional period of up to five school months at 70 percent of his/her regular salary, after he/she has exhausted all accumulated sick leave.

An employee shall not be provided more than one five-month period (approximately 100 work days, including holidays) of Extended Sick Leave per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

Requesting Additional Leave

A permanent certificated Core Team employee who is absent because of a personal illness or injury and who has exhausted all available personal illness or injury leave, and any other paid leave will be notified, in writing, and offered an opportunity to request additional leave. The District may grant additional leave, paid or unpaid (at its discretion), for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. Total additional leave may not exceed 18 months.

Returning From Extended Leave – Reemployment List

If a certificated Core Team employee is not medically able to resume his/her duties after the five-month period of Extended Sick Leave and no additional leave is provided, the employee's pay and benefits will cease and the employee shall be placed on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If the employee becomes medically able to resume his/her duties while on the reemployment list, he/she shall promptly notify the District. He/She will be returned to employment in a position (which may be a different position than previously held) for which he/she is credentialed and qualified.

10.2.2 Classified

Each year, each classified Core Team employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current-year (12 day allotment) and accumulated days of leave. When the current-year (12 day allotment) and accumulated days at full pay are exhausted, the remainder of the 100 days ("Classified Extended Sick Leave") shall be compensated at 70 percent of the employee's regular salary. Any such days of Classified Extended Sick Leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid Classified Extended Sick Leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. Classified employees must use accrued vacation, or any other paid leave entitlement prior to using their Classified Extended Sick Leave.

Requesting Additional Leave

A permanent classified Core Team employee who is absent because of a personal illness or injury and who has exhausted all available personal illness or injury leave, vacation, and any other paid leave will be notified, in writing, and offered an opportunity to request additional leave. The District may grant additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. Total additional leave may not exceed 18 months.

Returning From Extended Leave – Reemployment List

If a classified Core Team employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee's pay and benefits will cease, and the District will place the employee on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment or any position to which the employee has been reassigned. The employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority.

10.3 Catastrophic Illness Leave

When a catastrophic illness or injury incapacitates an employee for an extended period of time and the employee has exhausted all paid leaves of absence, the employee may request donations of accrued sick leave credits under the specific requirements of the District's Catastrophic Leave Program. The

District's Catastrophic Leave Program is set forth in Board Policy and Administrative Regulation 4361.9 – Catastrophic Leave Program and attached to these Guidelines as Attachment 10.2.

10.4 Industrial Accident and Illness Leave (Workers' Compensation)

An eligible employee is entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties ("Industrial Accident or Illness Leave"). An employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

Industrial Accident or Illness leave shall not be accumulated from year to year.

10.4.1 Duty to Report

An employee who has sustained a job-related injury shall report the injury to his/her supervisor within one (1) working day of occurrence, or as soon thereafter as possible.

10.4.2 General

When an employee is absent from his/her duties because of an industrial accident or illness, the following provisions shall apply:

- a. The leave shall start on the first day of absence;
- b. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws;
- d. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury;
- e. Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state; and
- f. Absence for industrial accident or illness is not considered a break in the employee's service and the employee will retain all status and benefits to which he/she would otherwise be entitled.

10.4.3 Compensation While on Leave

During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary. The employee shall endorse to the District any workers' compensation checks received on account of an industrial accident or illness when the employee is on paid leave. The employee shall then receive his/her normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions.

10.4.4 Returning from Leave

Medical Release

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from a physician certifying the employee's ability to return to his/her position. If reasonable accommodations are needed to enable the employee to perform the essential functions of the employee's regular position, the employee should request to return to duty and have

their physician specify the particular functional limitations for which the employee needs reasonable accommodations.

Temporary Modified/Light-Duty Assignment

Eligible employees may request a modified or light-duty assignment when he/she has a temporary medical condition which prevents the performance of the essential functions of his/her current assignment or position even with reasonable accommodations. The District shall determine, on a case-by-case basis, whether a suitable temporary position currently exists to accommodate the physical restrictions specified by the employee's medical provider.

Modified or light-duty assignments are intended to address short-term medical restrictions and will be offered as long as it effectively assists in the improvement of the medical condition. These assignments are not permanent positions and may not displace other employees.

An employee's initial assignment to a temporary modified or light-duty position shall be for a limited duration, not to exceed 8 work weeks. At the end of the initial assignment, the employee may request an extension of the assignment. When requesting any such extension, the employee shall submit documentation from his/her medical provider verifying that the employee is still temporarily disabled and is not medically able to return to his/her regular assignment even with reasonable accommodation. The District has no duty to continue providing a temporary light duty position, and may end the assignment at its discretion. Under no circumstance will temporary or modified duty be extended beyond 90 days (or 12 work weeks).

An employee who rejects a temporary modified/light-duty assignment may be subject to a loss of workers' compensation benefits in accordance with District's insurance policy.

10.4.5 Exhaustion of Leave

Additional Paid or Unpaid Leave

When Industrial Accident or Illness Leave has been exhausted, the employee will be notified in writing and may request additional paid or unpaid leave.

Upon expiration Industrial Accident or Illness Leave, an employee may use any other accrued leave, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary.

Certificated Reemployment List

If a permanent certificated employee is unable to resume the duties of his/her position, or other appropriate assignment, after exhausting all accumulated leave, he/she shall be placed on a reemployment list for a period of 39 months. Probationary employees shall be placed on a reemployment list for a period of 24 months.

If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed.

Classified Reemployment List

If a classified employee is unable to resume the duties of his/her position, or other appropriate assignment, after exhausting all accumulated leave, he/she shall be placed on a reemployment list for a period of 39 months.

If the employee becomes medically able to resume his/her duties during the period of reemployment eligibility, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations.

If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed.

To coordinate your return-to-work assignment please contact:

Tasha Polk
Coordinator, Workers' Compensation and Reasonable Accommodation
1000 Broadway, Suite 440 (4th floor)
Oakland, CA 94607
(510) 879-1614 (office)
tasha.polk@ousd.org

10.5 Family Care and Medical Leave

The District provides eligible employees with leave to care for the employee's own serious health condition or that of a child, parent or spouse in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), referred to in these Guidelines as "Family Care and Medical Leave." An eligible employee is entitled to a total of 12 work weeks of Family Care and Medical Leave during any 12-month period, except in the case of leave to care for a covered service member as provided under "Military Caregiver Leave" below. These leaves are unpaid, but employees may be required to or elect to use their accrued paid leave concurrently with Family Care and Medical Leave.

Family Care and Medical Leave, together with the California Family Rights Act (CFRA), shall not exceed 12 workweeks within a 12 month period.

This section is not intended to provide employees with an exhaustive explanation of their rights and responsibilities under FMLA or CFRA. For a detailed explanation of this leave, employees are advised to consult with the District's Leaves Management Coordinator and to refer to Administrative Regulation 4361.8 – Family Care and Medical Leave which is attached as Attachment 10.5.

10.5.1 Eligible Employees

Length of Service

To be eligible for Family Care and Medical Leave, an employee must have both (a) at least 12 months of service with the District; and (b) at least 1,250 working hours of active service with the District during the previous 12-month period. These are calculated backwards from the date on which the employee's Family Care and Medical Leave is to take effect.

Serious Health Condition

Employees are eligible for Family Care and Medical Leave to care for their own serious health condition that makes him/her unable to perform one or more of the essential functions of the position and to care for a child, parent, or spouse with a serious health condition. For purposes of this leave, serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- a. Inpatient care in a hospital, hospice, or residential health care facility; or
- b. Continuing treatment or continuing supervision by a health care provider.

10.5.2 Care of a Child, Parent, or Spouse

For purposes of this Family Care and Medical Leave, the following definitions apply:

Child: means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

Parent: means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents.

Spouse: means a partner in marriage as defined in Family Code 300. In addition, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner.

10.5.3 Intermittent Leave and Reduced Work Schedule

Family Care and Medical Leave may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

10.5.4 Temporary Transfer

The District may require an employee to transfer temporarily to an available alternative position if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. Employees will not be temporarily transferred under this provision unless the position has equivalent pay and benefits, the temporary position better accommodates the recurring periods of leave than the employee's regular job, and the employee is qualified for the position. The District may also alter an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule.

10.5.5 Use / Substitution of Paid Leave

During the period of Family Care and Medical Leave, the employee must use all paid workers compensation (to the extent applicable), sick leave balances and extended sick leave balances concurrently with the unpaid Family Care and Medical Leave when the leave is for the employee's own serious health condition. An employee may elect to use vacation, personal, and other paid leaves to substitute for the unpaid leave. For approved leaves not relating directly to an employee's own health condition, an employee may elect to use his/her accrued vacation leave, accrued sick leave, other

accrued time off, or any other paid or unpaid time off negotiated with the District concurrently with the unpaid leave to remain in paid status during the leave.

10.5.6 Request for Leave

An employee who wishes to request Family and Medical Leave shall, at a minimum, provide verbal notice to the supervisor and the District's Leaves Management Coordinator. The notice should provide the reasons for the request as well as the anticipated timing and duration of the leave. Employees are requested to complete the appropriate FMLA/CFRA application which may be obtained from the Leaves Management Coordinator or obtained online at the HR web page, <https://www.ousd.org/Page/13696> (link is subject to change so please contact the Leaves Management Coordinator for the updated form).

When the need for Family and Medical Leave is foreseeable, the employee shall provide the District with at least 30 days advance notice before the leave. Employees must consult with their immediate supervisor and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to District operations.

When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee must provide the District with notice as soon as practicable.

10.5.7 Certification of Health Condition

An employee who requests Family Care and Medical Leave will be required to provide certification by a health care provider of the need for leave within 15 days of receiving a request for certification from the District. For a more detailed description of the contents of the certification, please consult your Human Resources Representative or refer to the attached leave request forms.

10.5.8 Fitness for Duty Certification / Release to Return to Work

Upon expiration of an employee's Family Care and Medical Leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work with or without restrictions.

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job and specify any functional limitations that the employee may have that may need reasonable accommodation.

10.5.9 Right to Reinstatement

An employee returning from an approved Family Care and Medical Leave of absence shall be reinstated to the same or comparable position as if he/she had not taken leave unless the employee is a "key employee" and was notified of this designation upon requesting leave or unless the position is otherwise eliminated or modified for reasons unrelated to the employee's leave. A "key employee" is an employee who is among the highest paid 10 percent of District employees.

The District reserves the right to deny reinstatement to key employees where refusal is necessary to prevent substantial and grievous economic injury to District operations. In the event the District determines that is necessary to deny reinstatement to a key employee, the District shall immediately

inform the employee of its intent to refuse reinstatement and the employee shall have the right to immediately return to service.

10.5.10 Maintenance of Benefits / Failure to Return from Leave

During the period when an employee is on Family Care and Medical Leave, he/she shall maintain his/her status with the District and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.

Health insurance coverage shall be continued for an employee on Family Care and Medical Leave for a period which, together with the continued medical benefits provided under CFRA and Pregnancy Disability Leave provisions, does not exceed 12 weeks. The employee shall reimburse the District for premiums paid during the leave if he/she fails to return to District employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control.

In addition, during the period when an employee is on Family Care and Medical Leave, the employee is entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to leave taken for any other purpose. However, for purposes of pension and retirement plans, the District will not make plan payments for an employee during any period of the Family and Medical Leave which is unpaid and the leave period shall not be counted for purposes of time accrued under the plan.

10.6 Parental Leave

Upon request, the District shall grant eligible employees with unpaid leave for the employee's (or employee's spouse's) birth of a child or placement of a child with the employee in connection with the employee's adoption or foster care of a child. To be eligible for CFRA, an employee must have both (a) at least 12 months of service with the District to be calculated backwards from the date the leave is to take effect.

CFRA will be granted to eligible employees for a period which, together with periods provided for Family and Medical Leave and Military Family Leave does not exceed 12 workweeks within the previous 12-month period. CFRA must be taken within one year of the birth, adoption or placement in foster care of the child.

10.6.1 Intermittent Leave and Temporary Transfer

The minimum duration of CFRA is two weeks. However, the District will grant a request for a CFRA of less than two weeks duration on any two occasions. The employee must complete the District's Request for Intermittent Leave request form.

The District may require an employee to transfer temporarily to an available alternative position if the employee needs intermittent leave. Employees will not be temporarily transferred under this provision unless the position has equivalent pay and benefits, the temporary position better accommodates the recurring periods of leave than the employee's regular job, and the employee is qualified for the position.

10.6.2 Applicable Family Care and Medical Leave Provisions

The following Family Care and Medical Leave provisions apply to **CFRA**:

Section 10.5.5, Use/Substitution of Paid Leave

Section 10.5.6, Request for Leave

Section 10.5.9, Right to Reinstatement

Section 10.5.10, Maintenance of Benefits / Failure to Return from Leave.

10.7 Pregnancy Disability Leave

Any full-time female employee disabled from working due to pregnancy, childbirth or related medical conditions will be granted unpaid pregnancy disability leave for a period of up to four months during the period of disability. Employees must use their accrued sick leave benefits and extended sick leave benefits concurrently with the pregnancy disability leave. Part-time female employees are entitled to Pregnancy Disability Leave on a proportional basis.

10.7.1 Pregnancy Disability Leave Concurrent with Family Care and Medical Leave

Pregnancy Disability Leave will be treated like medical leave and shall run concurrently with Family Care and Medical Leave for disability caused by an employee's pregnancy to the extent permitted by law (i.e., runs concurrently with FMLA, but not CFRA).

10.7.2 Pregnancy Disability Leave – CFRA

At the end of the employee's Family Care and Medical Leave for disability caused by pregnancy, or at the end of four months of Pregnancy Disability Leave, whichever occurs first, an employee eligible for CFRA may request to take XXXX for the reason of the birth of her child, if the child has been born by this date (e.g., CFRA), whether or not she or the child has a serious health condition or disability. The leaves will be coordinated such that no more than 12 total weeks of Family Care and Medical, CFRA, and Military Family Leave is provided in one 12 month period. If both spouses work for the District, each eligible individual may take up to 12 total weeks each for the qualifying Family Care and Medical, **CFRA-related Leave**, and Military Family Leave.

10.7.3 Right to Reinstatement, Maintenance of Benefits & Failure to Return

During the period when an employee is on Pregnancy Disability Leave she shall maintain her status with the District and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.

Health insurance coverage shall be continued for an employee on Pregnancy Disability Leave for up to four months. The employee shall reimburse the District for premiums paid during the leave if she fails to return to District employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond her control.

In addition, during the period when an employee is on Pregnancy Disability Leave, the employee is entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to

leave taken for any other purpose. However, for purposes of pension and retirement plans, the District will not make plan payments for an employee during any period of the Pregnancy Disability Leave which is unpaid and the leave period shall not be counted for purposes of time accrued under the plan.

An employee returning from an approved Pregnancy Disability Leave of absence shall be reinstated to the same position as if she had not taken leave unless the position was otherwise eliminated or modified for reasons unrelated to the employee's leave.

10.7.4 Applicable Family and Medical Leave Provisions

The following Family Care and Medical Leave provisions apply to Pregnancy Disability Leave:

Section 10.5.3, Intermittent Leave and Reduced Work Schedule

Section 10.5.4, Temporary Transfer

Section 10.5.5, Use/Substitution of Paid Leave

Section 10.5.6, Request for Leave

Section 10.5.7, Certification of Health Condition

Section 10.5.8, Fitness for Duty Certification/Release to Return to Work.

10.8 Military Family Leave

An eligible employee may take unpaid leave while a military member is either on covered active duty or on call to covered active duty status for one or more qualifying exigencies ("Military Family Leave"). Military Family Leave will be granted to eligible employees for a period which, together with periods provided for Family and Medical Leave and **CFRA**, does not exceed 12 workweeks within the previous 12-month period.

To be eligible for Military Family Leave, an employee must have both (a) at least 12 months of service with the District; and (b) at least 1,250 working hours of active service with the District during the previous 12-month period.

10.8.1 Definitions

- a. **Military Member:** means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status.
- b. **Covered Active Duty:** means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty in support of a contingency operation pursuant to law.

10.8.2 Qualifying Exigencies

An eligible employee may use Military Family Leave for the following purposes:

- a. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment);

- b. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status;
- c. Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings;
- d. Make or update financial and legal arrangements to address a military member's absence;
- e. Attend counseling provided by someone other than a health care provider;
- f. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, Rest and Recuperation leave during deployment;
- g. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings;
- h. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty; and
- i. Address any other event that the employee and District agree is a qualifying exigency.

10.8.3 Request for Military Family Leave

An eligible employee shall provide the District with notice of the need for Military Family Leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

An employee who is requesting Military Family Leave for the first time shall provide the District with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide certification of the qualifying exigency necessitating the leave. For more information regarding the certification, please contact your Human Resources representative.

10.8.4 Applicable Family Care and Medical Leave Provisions

The following provisions of Family Care and Medical Leave apply to Military Family Leave:

Section 10.5.3, Intermittent Leave and Reduced Work Schedule

Section 10.5.4, Temporary Transfer

Section 10.5.5, Use/Substitution of Paid Leave

Section 10.5.9, Right to Reinstatement

Section 10.5.10, Maintenance of Benefits/Failure to Return from Leave.

10.9 Military Caregiver Leave

An eligible employee is entitled to unpaid leave to care for a covered service member with a serious illness or injury ("Military Caregiver Leave").

The District shall grant up to a total of 26 work weeks of Military Caregiver Leave during a single 12-month period, measured forward from the first date of leave taken. This 26-week period is not in

addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for Family Care and Medical Leave, **CFRA**, and Military Family Leave. That is, if an employee uses 12 weeks of leave for any combination of Family Care and Medical Leave, **CFRA**, and Military Family Leave, then 14 weeks of unpaid leave would remain for Military Caregiver Leave.

10.9.1 Eligibility

To be eligible for Military Caregiver Leave, an employee must have both (a) at least 12 months of service with the District; and (b) at least 1,250 working hours of active service with the District during the previous 12-month period.

The employee must also be the spouse, son, daughter, parent, or next of kin of the covered service member.

10.9.2 Definitions

- a. **Covered Service Member:** means either of the following: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for the covered veteran.
- b. **Son or Daughter of a Covered Service Member:** means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered service member stood in loco parentis.
- c. **Parent of a Covered Service Member:** means the covered service member's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered service member (except "parents in law").
- d. **Next of Kin:** means the nearest blood relative to the covered service member, or as designated in writing by the covered service member.
- e. **Outpatient Status:** means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- f. **Serious Injury or Illness for a Current Member of the Armed Forces:** means an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- g. **Serious Injury or Illness for a Veteran:** means an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following: (1) a continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating; or (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition; or (3) a physical or mental

condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran; or (4) an injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers.

10.9.3 Request for Military Caregiver Leave

Employees shall provide the District with notice of the need for Military Caregiver Leave as soon as practicable.

An employee who is requesting Military Caregiver Leave shall provide the District with certification from an authorized health care provider of the service member. For more information regarding the certification, please contact your Human Resources representative.

10.9.4 Military Caregiver Leave in Combination with Other Leaves

An employee taking Military Caregiver Leave in combination with Family Care and Medical Leave, CFRA, Pregnancy Disability Leave, or Military Family Leave shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the District and both wish to take Military Caregiver Leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period.

10.9.5 Applicable Family and Medical Leave Provisions

The following provisions of Family Care and Medical Leave apply to Military Caregiver Leave:

Section 10.5.3, Intermittent Leave and Reduced Work Schedule

Section 10.5.4, Temporary Transfer

Section 10.5.5, Use/Substitution of Paid Leave

Section 10.5.9, Right to Reinstatement

Section 10.5.10, Maintenance of Benefits/Failure to Return from Leave.

10.10 Personal Leaves

Unless otherwise defined in the CBA an employee is entitled to personal leave for any reason approved by their immediate supervisor, including the events described below. For the purpose of determining an employee's entitlement to personal leave, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner.

Whenever possible, an employee shall request personal leaves in advance and prepare suitable instructions, as applicable, for a substitute employee.

10.10.1 Unpaid Personal Leave

An employee may request a Personal Leave without pay at any time. Personal Leaves of five (5) working days or fewer are approved or denied by the employee's immediate supervisor. Personal

Leaves in excess of five (5) working days are approved or denied by the Deputy Chief Talent Officer. A copy of all requests for Personal Leave shall be sent to Human Resources for processing.

10.10.2 Personal Necessity Leave –

An employee may elect to use a maximum of seven (7) days of their accrued personal illness/injury leave during each school year for reasons of personal necessity ("Personal Necessity Leave"). Three (3) of these days may be used for the conduct of personal business and without further explanation to the employee's supervisor provided the employee has obtained prior approval from his/her supervisor.

The employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.

Acceptable reasons for the use of Personal Necessity Leave include:

- a. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions;
- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- c. A serious illness of a member of the employee's immediate family;
- d. An employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order;
- e. Fire, flood, or other immediate danger to the home of the employee;
- f. Personal business of a serious nature which the employee cannot disregard; and
- g. Any other reasons at the discretion of the employee's immediate supervisor provided the leave is not granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Deputy Chief Talent Officer shall have final discretion as to whether a request reflects personal necessity.

An employee is not required to obtain advance permission for Personal Necessity Leave in the following instances: the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of his/her immediate family, or the serious illness of a member of his/her immediate family. However, the employee shall notify his/her immediate supervisor of the need for the leave as soon as practicable.

10.10.3 Bereavement Leave

Unless defined in the CBA, an employee is entitled to a paid leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family ("Bereavement Leave").

For purposes of determining an employee's entitlement to Bereavement Leave, members of the immediate family include:

- a. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse;

- b. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister; and
- c. Any relative living in the employee's immediate household.

At the employee's request, Bereavement Leave may be extended under Personal Necessity Leave provisions as provided in the section "Personal Necessity" above.

10.10.4 Leave for Legal Duties

An employee may take time off work in order to serve on an inquest jury or trial jury or comply with a subpoena or other court order to appear as a witness.

Jury Duty

An employee called for jury duty shall be granted leave with pay up to the amount of the difference between his/her regular earnings and any amount received for jury fees.

Appearance as a Witness

An employee shall be granted leave with pay to appear in court as a witness or to respond to an official order from another governmental jurisdiction. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

An employee shall not be eligible for paid leave if the appearance is for reasons brought about through the connivance or misconduct of the employee or if the employee is a litigant.

Notices, summons, and subpoenas for court appearances shall be submitted to the employee's immediate supervisor when requesting leave.

10.10.5 Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes:

- a. A violent felony as defined in Penal Code 667.5(c);
- b. A serious felony as defined in Penal Code 1192.7(c); or
- c. A felony provision of law proscribing theft or embezzlement.

For these purposes, an employee may use accrued Vacation, Personal Necessity Leave, Sick Leave, or Compensatory Time Off.

Prior to taking Personal Leave for these purposes, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or appropriate government agency.

10.10.6 LEAVES FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

An employee who is a victim of domestic violence or sexual assault as defined by law may use Vacation, Personal Necessity Leave, or Compensatory Time Off to attend to the following activities:

- a. 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 the employee or his/her child;
- b. Seek medical attention for injuries caused by domestic violence or sexual assault;
- c. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
- d. Obtain psychological counseling related to an experience of domestic violence or sexual assault; and
- e. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Prior to taking Personal Leave for this purpose, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, appropriate certification of the absence. Please see your Human Resources representative for more information regarding acceptable forms of certification.

10.10.7 Leave for a Child's School Activities

An eligible employee who is a parent/guardian, or grandparent having custody, of one or more children who are enrolled in grades K-12 or who attend a licensed day care facility may use up to 40 hours of Personal Necessity Leave, Vacation, Compensatory Time Off or Unpaid Personal Leave each school year in order to participate in school or day care activities.

Personal Leave for these purposes shall not exceed eight hours in any month of the year. The employee shall give reasonable advance notice of the absence, and, upon request by the employee's immediate supervisor, documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time.

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent/guardian may be granted by the employee's immediate supervisor.

10.10.8 Service on Education Boards and Committees

Upon request, an eligible non-represented employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met:

- a. The service is performed within the state;
- b. The board, commission, organization, or group informs the District in writing of the service;

c. The board, commission, organization, or group agrees, prior to the service, to reimburse the District, upon the District's request, for compensation paid to the employee's substitute and for actual related administrative costs.

10.10.9 Leave for a Deployed Spouse

An eligible employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10.

Within two business days of receiving official notice that his/her spouse will be on leave from deployment, the employee shall provide his/her immediate supervisor with notice of his/her intention to take Personal Leave for this purpose. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested.

10.10.10 Leave for Emergency Duty & Civil Air Patrol

An employee may take unpaid Personal Leave to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel.

Volunteer Firefighter Training

An employee who is a volunteer firefighter shall be permitted to take temporary unpaid Personal Leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training.

Civil Air Patrol Leave

A Core Team employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to him/her, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the District for at least a 90-day period immediately preceding the leave. Personal Leave for these purposes shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the District.

The employee shall give the District as much advance notice as possible of the intended dates of the leave and provide certification from the proper Civil Air Patrol authority to verify the employee's eligibility for the leave. The District may deny the leave if the employee fails to provide the required certification.

10.11 Military Leave

Core Team employees will be granted leave in accordance with applicable state and federal law to perform military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

An employee who needs to be absent from the District to fulfill his/her military service shall provide advance written or verbal notice to their immediate supervisor, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.

10.11.1 Compensation While on Leave

An employee shall receive his/her salary or compensation for the first 30 days of any one absence for Military Leave or during one fiscal year, under any of the following conditions:

- a. **Active Military Training or Exercises:** The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (1) he/she has been employed by the District for at least one year immediately prior to the day the military leave begins; and (2) the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
- b. **Active Military Duty:** The employee is on Military Leave, other than a temporary Military Leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that he/she has been employed by the District for at least one year immediately prior to the day the Military Leave begins.
- c. **War or Other Emergency:** The employee, however long employed by the District, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty.

In determining the length of District employment when necessary to determine eligibility for compensation for Military Leave, all recognized military service performed during and prior to District employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

During the period of Military Leave, an employee may, upon his/her own request, use any vacation or similar paid leave accrued before the commencement of the Military Leave.

10.11.2 Continuation of Benefits

An employee may elect to continue his/her health plan coverage during the Military Leave. The maximum period of coverage for the employee and his/her dependents shall be either 24 months from the beginning of the Military Leave or until the day after the employee fails to apply for or return to employment, whichever is less.

An employee on Military Leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required.

10.11.3 Vacation and Sick Leave Accrual

An employee on temporary paid Military Leave for Active Military Training or Exercises, as described above, will continue to accrue the Vacation and Sick Leave.

An employee on Military Leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. However, an employee who is a National Guard member on active duty as

described in War or Other Emergency, as described above, will continue to accrue Sick and Vacation Leave.

10.11.4 Retirement Service Credit and Employment Status

Service credit and vesting in PERS and STRS, as applicable, shall continue during an employee's Military Leave as though no break in service had occurred.

Absence for Military Leave shall not affect the classification of any certificated employee. In the case of a certificated probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose.

10.11.5 Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the Military Leave, at the salary to which he/she would otherwise have been entitled, except under the conditions noted below.

Reinstatement after Active Duty in Time of War, National Emergency or United Nations Military or Police Operation

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to his/her position within six months of an honorable discharge or placement on inactive duty. An employee who fails to return within 12 months after the first date upon which he/she could terminate or could cause to be terminated his/her active service will not be entitled to reinstatement.

Military Leave For Reasons Other than War or National Emergency

When an employee has been on Military Leave for reasons other than war or national emergency, the time frame for reinstatement shall depend on the length of military service. For a detailed explanation of an employee's right to reinstatement after Military Leave, please contact your Human Resources representative.

Unexcused Absences

An employee failing to apply for reinstatement within the appropriate period will be considered absent without excuse and is subject to the District's rules and regulations governing employee conduct.

No Right to Reinstatement

The District may elect not to reinstate an employee following Military Leave if any of the following conditions exists:

- a. The District's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee;
- b. The accommodation, training, or effort to reinstate the employee, as required by law, would impose an undue hardship on the District;
- c. The employee's position was for a brief, non-recurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period;

- d. The employee's cumulative length of absence and length of all previous Military Leave while employed with the District exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c); or
- e. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions.

Attachments:

- 10.1 Administrative Regulation 4361.8 – Family Care and Medical Leave
- 10.2 Board Policy and Administrative Regulation 4361.9 – Catastrophic Leave Program

Section 11 – Benefits

This section describes in general terms the benefits which are provided to active Non-represented employees. These benefits include: medical, dental and vision insurance; long term disability insurance; life insurance; accidental death and dismemberment insurance; and flexible spending and commuter benefit accounts. For more information on benefits, including detailed information as to coverage and premium contribution amounts, contact the District’s Benefits Department.

11.1 Medical, Dental, and Vision Health Plans

The District provides medical, dental and vision health care coverage for active eligible employees.

11.1.1 Eligibility and District Contribution to Coverage

Full-Time Employees. For purposes of this section 11, "Full-Time" is defined as an employee who is regularly assigned to work 30 or more hours each work week.

The District pays 100% of the monthly insurance premium for Full-Time employees and their families who elect Kaiser medical insurance and 100% of the monthly insurance premiums for employee and family dental and vision insurance. Alternatively, employees may elect coverage under Health Net in which case the employee is responsible for a portion of the monthly premium according to Attachment 11.1, 2013-2014 Benefit Rates for Core Team Employees.

Less than Full-Time Employees. Employees who are regularly assigned to work less than Full-Time are eligible for the following medical and vision benefit contributions:

<u>Assignment</u>	<u>Benefit Equivalent</u>
20 to 29.9 hours per week	75% District Contribution
10 to 19.9 hours per week	50% District Contribution
Fewer than 10 hours per week	25% District Contribution

Employees should consult Attachment 11.1, 2019-2020 Benefit Rates for Non-represented Employees, to determine the current District Contribution amounts and the equivalent benefit for less than Full-Time employees.

Less than Full-Time employees are also eligible for dental insurance benefits and should consult the HR representative for detailed coverage information.

11.1.2 Changes to Benefit Elections and Beneficiaries

Employees must elect or waive coverage within 30 days of becoming eligible for medical benefits. Thereafter, employees may change to a different medical, dental or vision plan during the annual open enrollment period. Open enrollment usually occurs in May for a July 1 effective date. If you wish to make a change, you must contact the Benefits Department and complete and return the appropriate forms.

Employees may change their beneficiaries at any time through the Employee Self-Service module in the Escape employee information system or contact their HR representative.

11.1.3 Continuation of Coverage upon Separation

Employees who separate from the District may continue to receive health benefits at the employee's own expense pursuant to State and Federal COBRA statutes. Eligible retired employees may elect to receive retiree benefits, at their own expense, as set forth above in section 9 – Retirement. Employees may also qualify for coverage through the Health Insurance Marketplace (www.healthcare.gov).

11.2 Life Insurance and Accidental Death and Dismemberment Insurance

Employees are also eligible to receive basic life insurance as well as additional insurance for accidental death or loss of limb or eyesight. The District pays 100% of the monthly insurance premium for full-time employees.

11.3 Long-Term Disability Insurance

Employees who are disabled for longer than 60 days are eligible to receive long-term disability benefits for up to 10 months. Long-term disability benefits are offset by other income earned during the disability period. The District pays 100% of the monthly insurance premium for Full-Time employees.

11.4 Cash in Lieu of Medical Benefits

In lieu of receiving medical, dental and vision benefits, active Full-Time regular eligible employees may elect to receive compensation in the amount of \$250.00 per month (\$3000 per year and is prorated for 10-month employees). Members of the Oakland Education Association are not eligible to participate in this program. As with all benefits for represented employees please consult your CBA.

11.5 Flexible Spending and Commuter Benefit Accounts

Eligible employees may open a Flexible Spending Account to set aside a portion of their monthly pay, before taxes, for use on eligible expenses. Typical eligible expenses include co-pays for doctor visits and prescriptions, dental and orthodontia expenses and vision care.

Employees are also eligible to participate in the District's Commuter Benefits program. By electing to open a Commuter Benefits Account, an employee sets aside a portion of his/her monthly pay, before taxes, for use on eligible commuter expenses. Typical eligible expenses include transit passes for buses, BART, or the train and vanpooling expenses.

11.6 Insurance Coverage while on Unpaid Leave

Employees on unpaid leave of absence may choose to continue insurance coverage (medical, dental, vision, life, accidental death and dismemberment and long-term disability) at the employee's own expense. Employees on Family Care and Medical Leave, Parent and Child-Rearing Leave, Military Family Leave, Military Caregiver Leave, or Military Leave may be eligible for District paid benefits for some or all of the unpaid leave and are advised to consult with their Human Resources representative.

Attachments:

Attachment 11.1: 2019-2020 Benefit Rates for Core Team Employees

Section 12 – Employee Obligations

The obligations described in this section should not be read as exhaustive or as including all the details on the topics discussed. In addition to these obligations, employees are expected to follow the lawful directives of their supervisors and to abide by state and federal laws and regulations. This section is intended to serve as a basic reference to all employees.

12.1 Attendance and Punctuality

Regular and prompt attendance is an essential requirement of every position. District employees are expected and required to report for work at their department at their scheduled work time. Timely submitted time records must be completed and signed by employees and their supervisors must accurately reflect attendance and the nature of any absences.

All planned absences must be requested and approved in advance. If illness or some other emergency causes an unplanned or unforeseeable absence, an employee must notify his/her supervisor as soon as possible on the first day of absence, and keep him/her advised daily during the absence. In the case of an extended unforeseeable absence, an employee may be asked to complete forms and submit medical certifications as appropriate during the leave. Improper use of sick leave, failure to present medical certification when required, excessive absenteeism, tardiness, unauthorized absence or failure to notify the supervisor when an employee is unable to report to work, may result in sick leave restriction, disciplinary action or termination.

12.2 Professional Standards of Appearance and Dress

District employees represent the District when they are on duty. Appropriate and professional dress by employees contributes to a productive learning and working environment, improves morale, and models positive behavior for students. Employees are expected to be neat and clean and to dress for work according to generally accepted business and professional standards as dictated by their work assignment and as required by their department. Employees' appearance shall demonstrate their high regard for education and present an image consistent with their job responsibilities and assignment.

12.3 Maintenance of Minimum Qualifications

12.3.1 General

Employees must maintain the qualifications required by law and by the position description under which they were appointed, including applicable licenses, certifications, or other similar requirements necessary for the employee to perform the duties of the position.

12.3.2 Vaccinations for Employees

Certain employees due to the nature of their duties performed are required to obtain specific vaccinations, i.e., specific vaccines may be required by law or regulation, for the safety of children and other employees for whom they may come into contact. Required vaccines commonly include vaccines to protect against measles, mumps, rubella (MMR combined vaccine). Please consult your immediate supervisor or HR representative for the updated requirements for your role.

12.3.3 Tuberculosis Tests

As a condition of continued employment with the District, every employee must undergo a tuberculosis examination at least once every four years and provide a medical certification from an

authorized health care provider indicating that he/she is free of active tuberculosis. An employee with a documented positive test for tuberculosis infection will be referred to the county health officer within 30 days of the examination to determine the need for follow-up care.

If an employee's religious belief prevents him/her from undergoing a tuberculosis examination, the employee may seek an exemption from the Board of Education. In such cases, employees are advised to consult their Human Resources representative.

12.4 Professional Standards

All employees are expected to maintain the highest ethical standards, exhibit professional behavior, 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. Employee conduct should enhance the integrity of the District, advance the goals of the District's educational programs, and contribute to a positive school climate.

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 an inappropriate 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 or at a school-sponsored activity;
9. Dishonesty with students, parents/guardians, staff, or members of the public, including, but not limited to, falsification of information in employment records or other school records;
10. Divulging confidential information about students, District employees, or District operations to persons 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. Engaging in unethical conduct as described in section 12.5 below;
15. Soliciting District staff, students or their families with the intent to sell general merchandise, books, equipment or services for the employee's own personal profit or benefit; and
16. Wearing inappropriate attire.

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to their supervisor. Failure to report inappropriate employee conduct may result in discipline up to and including termination.

Supervisors who receive a report of inappropriate conduct shall promptly investigate the allegation and take appropriate corrective and/or disciplinary action, including notification of local law enforcement. In the case of misconduct by a certificated employee, the supervisor may be required to make a report to the Commission on Teacher Credentialing. Supervisors are encouraged to seek the assistance of the Legal Office and Human Resources prior to commencing an investigation.

Retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct is strictly prohibited. An employee who retaliates against such a complainant, reporter, or other participant in the District's complaint process shall be subject to discipline.

12.5 Conflicts of Interest and Ethical Obligations

All District employees must adhere to the highest level of ethical standards to ensure that decisions are made in the best interests of the District and the public. In addition, certain District positions are required to annually file a statement of economic interests as designated by the Board of Education.

12.5.1 Prohibited Unethical Conduct

Some of an employee's key ethical obligations are summarized below. Employees who have questions about whether their conduct comports with the District's policy should review the full policy (attached as Attachment 12.5 to these Guidelines) and the Legal Office.

Prohibited unethical conduct includes, but is not limited to:

- a. Using your position to influence a governmental decision that could affect your financial interests;
- b. Using your title or designation in any communication for any private gain or advantage;
- c. Using your title or designation in any communication in a manner that would lead the recipient to believe that you are speaking in an official capacity when you are not;
- d. Making, participating in, or attempting to influence a governmental decision affecting a person or entity with whom you are discussing or negotiating an agreement concerning future employment;
- e. Accepting any compensation, reward, or gift from any source except the District for any service, advice, assistance or other matter related to your job with the District;

- f. Soliciting or accepting anything of value in exchange for hiring, promoting, or influencing the hire or promotion of any District employee or applicant;
- g. Making, participating in, or seeking to influence any employment decision involving a relative (see section 12.5.4 Employment of Relatives below); and
- h. Unless required by law, willfully and knowingly disclosing confidential personnel, student or District information for any reason, including to advance the financial or private interest of yourself or others.

12.5.2 Conflict of Interest Policy and Designated Employees

Employees in designated District positions are required to comply with the District's Board Policy 9270 – Conflicts of Interest and annually file a statement of economic interests (designated employees). For a list of employees who are required to file these statements, and instructions on how to do so, contact your supervisor.

Required Disclosures

Designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision. Designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the District's conflict of interest code. A designated employee who leaves District employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving District employment.

Disqualifying Conflict of Interest

A designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on the designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the designated employee's participation is legally required.

A designated employee makes a governmental decision when, acting within the authority of his/her position, he/she appoints a person, obligates or commits the District to any course of action, or enters into any contractual agreement on behalf of the District.

12.5.3 Gifts and Honoraria

District employees may not accept any gift that is intended to influence them in the performance of their job. Employees may not solicit or accept gifts from any person or entity who has a contract with the District or who has attempted to influence the employee in a governmental decision during the past 12 months.

Designated employees may not accept gifts worth more than a certain amount in a calendar year from any source that must be reported on the employee's Statement of Economic Interest. For calendar year 2019, the amount is \$500.00. (The gift limit for 2017-2018 was \$470.) Designated employees are advised to contact the Legal Department to determine the amount in future years and to understand applicable exceptions to the limitations on acceptance of gifts.

Designated employees shall not accept any honorarium.

Honorarium is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. The term honorarium does not include either of the following: (a) Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches; or (b) Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes.

12.5.4 Employment of Relatives

To maximize staff and community confidence in District hiring, promotion, and other employment decisions, employees shall refrain from personnel decisions which create a conflict of interest or give the appearance of impropriety. Employees are prohibited from making, participating in making or seeking to influence any employment decision involving a relative or a person with whom the employee has romantic relationship.

Employees may not manage, supervise, evaluate or possess promotion responsibilities for relatives or a person with whom the employee has a romantic relationship. For purposes of this policy, relative includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, and the similar family of the individual's spouse or domestic partner. Any exceptions to this policy must be approved in writing by the Superintendent.

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

12.5.5 Outside Employment and Incompatible Activities

All employees are required to give the responsibility of their positions precedence over any other outside employment. An employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her District duties.

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

- a. Requires time periods that interfere with the proper, efficient discharge of the employee's duties;
- b. Entails compensation from an outside source for activities which are part of the employee's regular duties;
- c. Involves using the District's name, prestige, time, facilities, equipment, or supplies for private gain; or
- d. 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 his/her 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 the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Deputy Chief Talent Officer. An employee who continues to pursue a prohibited activity is subject to disciplinary action up to and including termination.

12.6 Smoke-Free and Drug-Free Workplace

The District is a drug- and alcohol-free workplace, including medical marijuana. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. This prohibition includes prescription drugs used improperly (i.e., those not prescribed for the user). Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

In accordance with law and section 14, an employee who violates this policy is subject to appropriate disciplinary action, up to and including termination. As appropriate, the employee may be required 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.

An employee who is convicted of violating any criminal drug statute while on District premises shall report the conviction to the Associate Superintendent within five days of his/her conviction.

Any violation of this policy may be grounds for discipline up to and including termination.

12.7 Political Activity

Employees who engage in political discussions and activities must do so on their own time and at their own expense. When engaged in political activity, employees shall make it clear that they are acting as individuals and not as representatives of the District. Like other community members, employees may use school facilities for meetings under the Civic Center Act.

Prohibited political activities include, but are not limited to:

1. Using District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board;
2. During working hours and on District property, soliciting or receiving any political funds or contributions to promote the passage or defeat of ballot measures or candidates;
3. During the workday and on District time, urging the passage or defeat of any ballot measure or candidate;
4. Using District equipment for the preparation or reproduction of political campaign materials, even if the District is reimbursed;
5. Posting or distributing political campaign materials on District property;

6. Disseminating political campaign materials through the District's mail service, e-mail or staff mailboxes; and
7. Wearing buttons or articles of clothing that express political opinions on ballot measures or candidates during instructional time and in the presence of students.

Violation of these rules may result in significant civil and criminal penalties in addition to discipline up to and including dismissal.

12.8 Reporting Criminal or Illegal Activity and Suspected Child Abuse

As a District employee, you have a duty to report any incidents of improper or illegal activity involving your department or another District department. You should report any suspected criminal or illegal activity to your immediate supervisor or to the Deputy Chief Talent Officer.

In addition, as a District employee, you have a duty to report any suspected child abuse or neglect. Failure to report suspected child abuse or neglect may result in discipline up to and including dismissal. In addition, an employee's failure to report certain offenses may result in civil and criminal penalties.

12.8.1 Obligation to Report Suspected Child Abuse or Neglect

District employees are required to report any instance in which they reasonably suspect that child abuse or neglect has occurred or is occurring. This policy is included in these Guidelines as a reference only. Employees who have questions about whether to report an incident as suspected child abuse should consult their immediate supervisor and/or Attachment 12.8, Board Policy and Administrative Regulation 5141.4 – Child Abuse Prevention and Reporting.

Child abuse or neglect includes the following:

- a. A physical injury or death inflicted by other than accidental means on a child by another person;
- b. Sexual abuse of a child, including sexual assault or sexual exploitation;
- c. Neglect of a child;
- d. Willful harming or injuring of a child or the endangering of the person or health of a child;
- e. Serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior toward the child him/herself or others; and
- f. Unlawful corporal punishment or injury

Child abuse or neglect does not include:

- a. A mutual affray between minors;
- b. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment;
- c. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain

order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning;

d. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student; or

e. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student.

In determining whether reasonable suspicion exists, employees are cautioned that the duty to report is not limited to situations in which the employees has certain knowledge of abuse or neglect. Instead, employees are legally obligated to report any instance in which the employee, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. Reasonable suspicion does not require a specific medical indication of child abuse or neglect.

Any District employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify the police immediately. An employee's failure to report in these circumstances may result in criminal penalties.

If an employee has personally learned of facts or information which gives rise to an obligation to report suspected child abuse or reporting, the employee may not delegate his/her duty to report to another person. A supervisor who learns of such information from an employee whom he/she supervises shall counsel and assist the employee in making the report as necessary. Supervisors shall not impede or inhibit an employee from making a report. Supervisors who violate this policy are subject to discipline up to and including dismissal as well as possible criminal and civil penalties.

12.8.2 Reporting Suspected Child Abuse or Neglect

If an employee believes that a child is in immediate danger, the employee should contact 911.

In all other cases, immediately after knowing or observing suspected child abuse or neglect, or after learning information which causes the employee to suspect child abuse or neglect, the employee must make an initial report by telephone to:

Alameda County Emergency Response Unit
Children's Protective Services
24 Hour Hotline
(510) 259-1800

Employees must note the name of the official contacted, the date and time contacted, and any instructions or advice received in making the initial telephone report. In some cases, Children's Protective Services may direct employees to make the report to Oakland Police Department. Be aware that the duty to make a mandated report of suspected child abuse is not satisfied by contacting Oakland Schools Police Department even though Oakland Police Department may dispatch the Oakland Schools Police Department to respond to your call.

As soon as possible after the employee makes the initial telephone report, the employee shall prepare and send (via fax or electronic submission) to Children's Protective Services a written follow-up report,

which includes a completed Department of Justice form (SS 8572). Electronic copies of the form can be accessed at: https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf.

The report of suspected child abuse is confidential and should not be given to the alleged abuser or the parent(s) of the child.

In all cases, the follow-up written report shall be filed within 36 hours of the employee first knowing or observing the information concerning the incident.

Employees reporting child abuse or neglect to Children's Protective Services are encouraged, but not required, to notify their supervisor as soon as possible after the initial telephone report.

12.9 Use of Technology

All employees shall use the District's technological resources appropriately and primarily for purposes related to their employment.

12.9.1 User Obligations and Responsibilities

The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned and adhere to the District's Technology Acceptable Use policy. Employees must use their OUSD email and District-approved communication services for District business and should not electronically transmit information that is subject to confidentiality, privacy, privilege, or other regulation to personal emails or any unauthorized email account. When accessed through the District's network, employees have no expectation of privacy to their personal emails. Regardless of whether the District's network is used to access personal email, any communication, including those from a personal email account, when acting in your official, District capacity, may be subject to disclosure.

Inappropriate uses of District technology resources include, but are not limited to the following:

- a. Online gambling; viewing sports events online; playing games, viewing or distributing materials that are not related to District business or that are sexually explicit;
- b. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs;
- c. Promoting political measures or candidates, unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
- d. Engaging in commercial or other for-profit activities;
- e. Interfering or attempting to interfere with other users' ability to send or receive email;
- f. Transmission of any material that violates or infringes upon the rights of another person; and
- g. Reading, deleting, copying, modifying or forging other users' email.

Employees are required to comply with applicable copyright laws when posting copyrighted materials online.

If an employee wishes to develop any work-related web sites, blogs, forums, or similar online communications representing the District or using District equipment or resources, the employee shall first obtain the permission of their immediate supervisor. Such sites shall be subject to rules and guidelines established for District online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the District is not responsible for the content of the messages. The District retains the right to delete material on any such online communications.

Employees are required to report any security problem or misuse of technology services to their immediate supervisor.

12.9.2 DISTRICT MONITORING OF TECHNOLOGY USE

Employee use of the Internet, District email and other technology systems may be monitored by District personnel as necessary and at any time. This may include monitoring the amount of time an employee spends on the Internet, the Internet websites an employee visits and/or the content of the information an employee sends, receives and views using the Internet and an employee's email usage. Monitoring may occur either routinely or as a result of a concern that an employee may be using the Internet or email inappropriately, and may occur at any time and without warning or notice.

Inappropriate use of the District's technology resources may result in discipline, up to and including termination.

12.10 CONFIDENTIAL INFORMATION

All employees are required to maintain the confidentiality of information acquired in the course of their employment. Confidential information includes personnel and student information that is not a public record subject to disclosure under the California Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on an employee.

Certain roles may attend a closed session of the Board of Education or have access to closed session communications with the Board. Communications with and among the Board of Education in closed session are confidential and employees are prohibited from disclosing the information unless authorized by the Board or pursuant to law. Exceptions to this rule include disclosures which are part of an investigation by a grand jury or the District attorney's office, part of a whistleblower action, or an employee's expression of an opinion as to the legality of a Board action.

An employee who willfully releases confidential/privileged information about the District, students or staff shall be subject to disciplinary action up to and including termination.

12.11 CREATION OF MATERIALS

Employees are encouraged to create and develop high-quality materials to improve student achievement and the efficiency of District operations.

Instructional materials, computer programs, and other copyrightable materials developed by an employee within the scope of his/her employment shall be the property of the District. If an employee has developed copyrightable material during both work and non-working hours, and the work was within the scope of his/her employment, the District will negotiate with the employee to protect the District's right as to the ownership or partial ownership of the copyright.

Employees are required to notify their supervisor of his/her intent to publish or register a work developed in whole or in part within the scope of his/her employment.

12.12 EMERGENCY WORKER DUTIES

All District employees are declared by law to be disaster service workers. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, District employees may be assigned disaster service activities by their supervisors or governmental officials. Legally employed noncitizens may be exempted from emergency worker duties.

12.13 EMPLOYEE PROPERTY REIMBURSEMENT

Eligible employees may be reimbursed for damaged or stolen personal property and equipment, provided the property or equipment was required in the course of employment and subject to the provisions below. The District does not reimburse for accidental damage, for any loss due to lack of personal supervision or failure to keep property in a secured area, or for loss otherwise attributable to the fault of the employee.

Employees are encouraged to limit personal cash in their possession to minimize the possibility of theft or loss. Employees may not seek reimbursement for lost or stolen cash.

Loss or damage to employee property which is used for fund-raising activities is not eligible for reimbursement.

Reimbursement for Personal Property Other Than a Motor Vehicle

The following provisions apply to employee reimbursement for damaged or stolen personal property, other than a motor vehicle.

- a. The property is worth more than \$50.00;
- b. The employee registered the property in advance of his/her use on the District's official Personal Property Registration Form and received the approval of his/her supervisor;

- c. The employee and supervisor agreed upon the value of the property at the time it was registered; and
- d. The stolen or damaged property was not in the employee's vehicle at the time of the loss.

District reimbursement for damage or loss to personal property is limited to \$125 per occurrence.

Reimbursement for Damage or Theft of a Motor Vehicle

Employees may seek reimbursement for loss or damage to their personal motor vehicle (excluding radios, C. B. antennas, tape or cassette recorders, radios and similar items) if the loss occurred while vehicle was parked or driven on school property, streets or property adjacent to a school, on other District premises, or at the site of authorized school or District activities.

District reimbursement for motor vehicle damage or loss is limited to \$300 per occurrence.

How to Seek Reimbursement

- a. Reimbursement for damaged or stolen property must be submitted within 90 days of the loss.
- b. The employee must complete and submit the Employee's Claim for Reimbursement form with a copy of the Personal Property Registration form attached if reimbursement is being sought for personal property.
- c. As a condition of reimbursement, employees shall submit a claim to their insurance companies for the loss. Alternatively, employees may agree to accept either the deductible amount of their insurance policy for approved claims or the maximum amount of District reimbursement on such claims, whichever is less.
- d. If the loss is the result of a crime, the employee must file a police report within 3 days of the loss and attach a copy of the report to the Employee's Claim for Reimbursement form.
- e. If the loss is due to robbery or theft, the employee must attach a purchase receipt for the article stolen, or, in lieu, a purchase receipt for a like replacement article to the Employee's Claim for Reimbursement. Alternatively, the employee may provide a quotation of current sales value from a retail store. The quotation shall be in writing with a complete description of the item and signed by an authorized representative of the retail store.
- f. Reimbursement Claims for losses due to damage must be supported by a paid, itemized repair bill or invoice. Damage losses over \$100 must be supported by two estimates and a paid repair bill or invoice for the lower estimate.

A completed Employee Claim for Reimbursement must be reviewed and signed by the employee's supervisor and submitted to the Risk Management Office. The claim will either be approved and paid or returned to the employee.

Attachments:

12.5 Board Bylaw 9270 - Conflict of Interest Policy

12.8 Board Policy and Administrative Regulation 5141.4, Child Abuse Prevention and Reporting

12.13 Board Policy 4156 and Administrative Regulation 4156.3 – Employee Property Reimbursement

SECTION 13 - WORKPLACE SAFETY

13.1 WORK-RELATED INJURIES

The safety and well-being of District employees is very important, and in order to promote a safe and healthy work environment, the District works to identify and eliminate employee exposures to avoidable hazards and conditions that can lead to injury or illness. The District has an Injury and Illness Prevention Program that complies with state and federal regulations, laws and statutes in order to help maintain a safe and healthful work environment.

Safety is every employee's responsibility and employees are required to remain alert, correct hazardous conditions when it is safe to do so and report unsafe conditions to their supervisors.

Employees must report any work-related injury or illness to his/her supervisor as soon as practicable. Your supervisor is responsible for following through on further reporting requirements and will provide you with an Employee's Claim for Workers' Compensation Benefits Form within 24 hours of your report.

Non-represented employees who act in a supervisory capacity are required to report within five (5) days every work-related injury or illness which either (a) results in lost time beyond the day of injury; or (b) requires medical treatment. Represented employees should consult their CBA for additional information on workers' compensation guidelines, including reporting timelines.

Employees requiring medical care for a work-related injury or illness should contact the Risk Management at:

Risk Management

Attn: Workers' Compensation

Oakland Unified School District

1000 Broadway, Ste. 440

Oakland, CA 94607

(510) 879-1612 (office)

(510) 879-4022 (fax)

For information regarding workers' compensation leave benefits, please refer to section 10.

The 24-hour Employee Injury Hotline is (855) 720-0240.

13.2 WORKPLACE VIOLENCE PROHIBITED

The District is committed to maintaining a safe and orderly work environment for all employees. Any act or threat of violence in the workplace is strictly prohibited and must be reported immediately.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify their supervisor immediately. "Violence" includes both acts and threats of violence. For example, violence includes any conduct, verbal or physical, which causes another to reasonably fear for his or her own personal safety or that of his or her family, friends, associates or property.

Employees are also prohibited from possessing, storing or having control of any weapon while on duty or on District premises, except when authorized and required by their position and necessary to perform their duties.

Failure to comply with these policies may result in employee discipline up to and including dismissal as well as criminal prosecution.

Duty to Report

All employees are responsible for reporting any acts of intimidation, threats of violence or acts of violence to their immediate supervisor. In addition, upon being made aware that any person is in possession of an unauthorized dangerous object on District premises or at a District-sponsored activity, employees are obligated to immediately report the information to their immediate supervisor.

SECTION 14 - PERFORMANCE EVALUATION, DISCIPLINE AND APPEALS

14.1 PERFORMANCE EVALUATION

All employees will receive regular and comprehensive evaluations to provide ongoing feedback for continuous improvement of employee performance. Represented employees should consult their CBA for specific guidelines and timelines, and example forms related to this process. Certificated employees in teaching positions or leadership roles have different guidelines than what is outlined in this section.

In general, evaluations are linked to the District's vision, mission and priorities and based on objective standards such as the California Professional Standards for Education Leaders and other standards or criteria developed by the Board and Superintendent.

Performance evaluations should include the following components:

- a. Discussions to reach a common understanding of duties, responsibilities and objectives;
- b. Review of progress and performance to date and, as appropriate, planning for more effective performance;
- c. Recognition of exemplary skills and accomplishments;
- d. An opportunity for the employee to ask questions about his/her work assignment and to review his/her interest in upgrading present skills and in future development;

- e. Written feedback sufficiently specific to inform and guide the employee and to provide direction for personnel decisions; and
- f. A rating and appraisal of the services rendered by the employee.

Evaluation Frequency and Procedures

A Core Team employee who is new to a position will generally be evaluated each year for the first two years in the position. All other Core Team employees will generally be evaluated at least every other year. Non-represented employees are evaluated yearly. Evaluation is a continuous process and may occur between scheduled periods at the request of the employee or his/her supervisor.

Evaluations shall be dated and signed by the employee and his/her supervisor and submitted to Human Resources for placement in the employee's personnel file. An employee may respond in writing to the evaluation within thirty days of receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in his/her personnel file.

Certificated Management

Evaluations for certificated management will be completed no later than March 1 of the year in which the evaluation is made unless a later date is authorized by the Deputy Chief Talent Officer. In all cases, evaluations for certificated management shall be completed no later than June 30 of the year in which the evaluation is made.

Classified Management and Confidential

Evaluations for classified management and confidential employees will be completed no later than May 1 of the year in which the evaluation is made unless a later date is authorized by the Deputy Chief Talent Officer. In all cases, evaluations for classified management and confidential employees shall be completed no later than June 30 of the year in which the evaluation is made.

14.2 DISCIPLINE

The District acknowledges its responsibility to work with employees when job performance, rules infraction or other performance issues arise.

As a general rule, the District employs corrective discipline measures to motivate employee improvement. Whenever feasible, the District will implement progressive discipline such that the disciplinary action is: (a) at the minimum level and amount of discipline necessary to get the attention of the employee; (b) proportionate to the seriousness of the offense; and (c) takes into account relevant, previous disciplinary actions applied to the employee. Supervisors are not required to provide a prior verbal or written warning in those situations in which an employee knows or reasonably should have known that the performance or conduct was sufficiently deficient or unsatisfactory to warrant discipline.

The District reserves the right to combine or skip levels of discipline depending upon the facts of each situation and the nature of the offense. For example, in cases of serious misconduct, the District may initiate dismissal without previous progressive discipline.

Employees may be placed on administrative leave while a disciplinary action is pending or during the District's investigation of allegations of the employee's misconduct. An administrative leave is a

temporary removal of an employee from duty where the employee remains in paid status. Administrative leave is not a disciplinary action.

14.2.1 CAUSES FOR DISCIPLINE

In addition to any disqualifying or actionable causes otherwise provided for by statute, these Guidelines, by policy or regulation of the District, or generally accepted standards of professionalism, each of the following acts or omissions constitute good cause for having disciplinary action taken against a permanent employee:

- Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school District records;
- Incompetency;
- Inefficiency or negligence in the performance of duties;
- Neglect of duty;
- Insubordination or willful violation of a District or departmental rule, policy, procedure or regulation;
- Dishonesty;
- Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her;
- Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor;
- Conviction of a felony, misdemeanor, or any other offense other than a minor traffic violation, in connection with or affecting the Core Team employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose;
- Conviction of a sex offense as defined in Education Code section 44010, conviction of a narcotics offense as defined in section 44011, or conviction as a sexual psychopath as defined in Health and Safety Code section 6300 et seq.;
- Conviction or a serious or violent felony pursuant to Penal Code section 647(b);
- Absence without leave or failing to report to work as assigned;
- Repeated tardiness or absenteeism;
- Immoral conduct;
- Discourteous treatment of the public, students, or other employees in connection with or adversely impacting the employee's job performance;
- Political activity in violation of federal and/or state law;

- Misuse of District property;
- Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position;
- A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law;
- Unlawful discrimination, including harassment, on the basis of a protected class against the public or other employees while acting in the capacity of a District employee;
- Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto; and
- Any other conduct either during or outside of duty hours which adversely affects the Core Team employee's performance or operation of his/her department or which causes discredit to the District or his/her employment.

14.2.2 TYPES OF FORMAL DISCIPLINE

Disciplinary steps are outlined within the CBA. Unless otherwise stated, prior to initiating formal discipline, a supervisor may informally meet with the employee to discuss the existing performance, conduct or attendance issue. The purpose of the meeting is to counsel the employee regarding performance expectations and to identify the necessary steps that the employee must take to improve performance or resolve the problem.

Written Reprimand

A written reprimand is a letter or memorandum written by the employee's supervisor or other Superintendent designee which documents the performance, conduct or attendance issues and consequences. The reprimand should outline the consequences for the employee of his/her continued failure to meet performance and/or conduct expectations. The written reprimand shall be placed in the employee's personnel file and the employee shall have an opportunity to provide a written response to the reprimand within 30 days.

Whenever possible, the employee's supervisor will meet with the employee to discuss the contents of the written reprimand and to review any relevant corrective action plans. A formal performance improvement plan (PIP) may be issued when the supervisor deems it necessary and appropriate.

Suspension

Suspension is the temporary removal from paid employment for a specified period of time.

Involuntary Reassignment

Involuntary reassignment is the directed change of assignment to a position other than that occupied by the employee without the employee's voluntary consent and for purposes of discipline.

Involuntary administrative reassignment for other purposes (non-disciplinary) and reassignments required as a result of a reduction in force or pursuant to Education Code section 44951 are not considered to be a form of discipline.

Involuntary Demotion

Involuntary demotion is the directed placement of an employee to a position which has a lower maximum salary range than the position previously occupied by the employee and for purposes of discipline.

Involuntary administrative reassignment for other purposes (non-disciplinary) and reassignments required as a result of a reduction in force or pursuant to Education Code section 44951 are not considered to be a form of discipline even though it may result in a decrease in pay.

Dismissal

Dismissal is the removal of a permanent employee from District employment. Dismissal is not the release or reassignment of a certificated employee pursuant to Education Code section 44951, the release of an employee during the probationary period, or the elimination of a position as a result of a reduction in force due to lack of work, lack of funds, or decreased enrollment.

14.2.3 APPEALS RELATED TO DISCIPLINARY ACTION – CERTIFICATED MANAGEMENT

A permanent certificated management employee may appeal the issuance of a written reprimand, or other disciplinary action not resulting in the loss of pay or status, to the Deputy Chief Talent Officer. If the Deputy Chief Talent Officer issued the written reprimand or similar discipline, the employee may appeal to the Deputy Superintendent of Business and Operations.

In the event the District initiates suspension, involuntary demotion or dismissal against a permanent certificated Core Team employee during the term of the employee's annual contract, the employee may appeal the disciplinary action in accordance with the procedures set forth in the Education Code.

14.2.4 APPEALS RELATED TO DISCIPLINARY ACTION – CLASSIFIED MANAGEMENT AND CONFIDENTIAL

A permanent classified or confidential Core Team employee may appeal the issuance of a written reprimand, or other disciplinary action not resulting in the loss of pay or status, to the Deputy Chief Talent Officer. If the Deputy Chief Talent Officer issued the written reprimand or similar discipline, the employee may appeal to the Deputy Superintendent of Business and Operations.

Permanent classified or confidential employees may appeal disciplinary actions which result in the loss of pay or status (i.e. suspension, involuntary demotion and dismissal) in accordance with the procedures set forth below.

Initiation and Notification of Disciplinary Action

Prior to implementing a disciplinary action which will result in the loss of pay or status, the employee's supervisor or the person initiating the disciplinary action will provide the employee notice of the bases

for the disciplinary action and an opportunity to respond to the charges. After considering such information, if the supervisor or person initiating discipline believes good cause exists for the discipline, he/she shall prepare a notice of intent to implement the disciplinary action ("Notice of Intent").

The Notice of Intent shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice of Intent.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

A copy of the Notice of Intent shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

Employment Status Pending Appeal or Waiver

Except as provided below or as provided by statute, an employee will remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal of the Notice of Intent or his/her waiver of the right to appeal.

Suspension without Pay Pending Appeal or Waiver

If the Superintendent determines that the employee continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent may order the employee immediately suspended from duty without pay in conjunction with the Notice of Intent to dismiss ("Suspension Order").

The Suspension Order shall:

- a. State the reasons that immediate suspension without pay is deemed necessary; and
- b. Be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Except in cases of emergency when the employee must be removed from the premises immediately, the employee will be given written notice of the proposed Suspension Order with the Notice of Intent at least five calendar days before the effective date of any Suspension Order ("Suspension Notice").

The Suspension Notice shall include the following:

- a. A copy of the Recommended Personnel Action;
- b. A statement that immediate suspension without pay is being considered;
- c. The reasons for the proposed immediate suspension without pay;
- d. A copy of any materials upon which the proposed suspension is based; and
- e. A statement of the employee's right to respond orally or in writing before the final issuance of the Suspension Order.

Employee's Notice of Appeal

An employee who wishes to appeal the Notice of Intent must file a notice of appeal within 5 days of receiving the Notice.

The Notice of Appeal must be:

- a. Filed with the card included in the Notice of Intent or with any other written document which provides the District with sufficient notice of the employee's intent to appeal; and
- b. Delivered to the Office of General Counsel during the Office's normal business hours or mailed to the Office of General Counsel provided the Notice of Appeal is either received or postmarked no later than 5 days after the employee received the Notice of Intent.

In cases where a Suspension Order has been issued in conjunction with a Notice of Intent, any appeal of the Notice of Intent shall also constitute an appeal of the Suspension Order.

Failure to file a Notice of Appeal within the time specified in these rules, shall be deemed a waiver of the employee's right to appeal, and the District may order the personnel action into effect immediately.

Amended Notice of Intent

The District reserves the right to amend and/or supplement the Notice of Intent at any time before the employee's appeal has been finally submitted to the hearing officer for decision.

If the Amended Notice of Intent presents new causes for discipline or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Hearing Procedures for Appeal

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses.
- b. The District will notify all parties of the time and place of the hearing.

- c. The employee is entitled to appear personally, produce evidence, and have counsel.
- d. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to the hearing.
- e. The hearing officer will consider relevant facts and testimony without regard to the formal rules of evidence used in state and federal courts, except that no personnel action shall be sustained solely on the basis of hearsay testimony.
- f. The hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.
- g. Informality in the hearing will not invalidate any order or decision made or approved by the hearing officer or the Board.
- h. The Deputy Chief Talent Officer or the Executive Director of Labor Relations and Alternative Dispute Resolutions shall serve as the District's designated hearing officers. If neither the Deputy Chief nor the Executive Director is available or able to serve, the District shall appoint an attorney who is licensed in the State of California to serve as the hearing officer.
- i. In any case in which one of the District's designated hearing officers hears the appeal, the hearing officer may use the services of the General Counsel in ruling upon procedural questions, objections to evidence, and issues of law.
- j. The hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. The decision shall be based on a preponderance of the evidence presented at the hearing.
- k. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is received and filed by the Board.

Decision on Appeal

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent and a copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered mail.

The decision of the Board shall be final.

14.3 ADMINISTRATIVE REVIEW AND COMPLAINTS

Designated Non-represented employees have the right to seek administrative review of decisions they believe are injurious to their standing with the District, to seek intervention in handling unresolved problems either with their supervisor or co-worker, and to file complaints alleging misapplication of the District's policies, regulations, rules, or procedures. The employees may also use this process for "whistleblower" complaints regarding an improper District activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

This process shall not apply to the following types of complaints:

- a. Complaints alleging unlawful discrimination; or
- b. Complaints regarding unlawful discrimination in District programs or the District's failure to comply with state or federal laws regarding educational programs; or
- c. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, an urgent or emergency facility condition, or the failure to provide intensive instruction to students who did not pass the high school exit examination.

For assistance in filing the above complaints, employees are encouraged to contact the Office of the Ombudsperson.

Step 1: Informal Complaint Process

Employees are encouraged to attempt to resolve the complaint informally before instituting a formal, written complaint. Whenever possible, the employee shall first discuss the issue with his/her supervisor.

Step 2: Department Level Formal Complaint Process

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the employee may file a written complaint with his/her immediate supervisor within 60 days of the act or event which is the subject of the complaint.

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 shall conduct any necessary investigation and meet with the employee 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.

Step 3: Cabinet Level Appeal

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

Within 20 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 at Step 2, and shall meet with the employee in an effort to resolve the complaint. Within ten working days after the meeting, he/she shall prepare and send a written response to the complainant.

Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the employee may file a written appeal to the Board within five working days of receiving the Superintendent response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent 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 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 45 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

SECTION 15 - Personnel Files

Personnel files are maintained by the District's Human Resources Department. The personnel file may include any materials relating to and affecting the status of the Core Team employee. Please consult the CBA for specific guidelines relate to your position.

15.1 PLACEMENT OF MATERIAL IN PERSONNEL FILES

Any supervisor who places written material in an employee's file shall sign the material and indicate the date of the placement. Material placed in an employee's personnel file shall be approved by the Deputy Chief Talent Officer or his/her designee.

When an employee is asked to sign any material that is to be placed in his/her file, he/she shall be informed that the signature only signifies that he/she has read the material and does not necessarily indicate that he/she agrees with its contents.

Any employee may provide a written reaction or response to his/her performance evaluation. The response shall be permanently attached to the evaluation and placed in the employee's personnel file.

15.2 DEROGATORY INFORMATION

Employees will be given notice and an opportunity to review and comment on any information of a derogatory nature prior to its placement in the employee's personnel file.

Employees will be released from duty to review such information during normal business hours and without a salary reduction. The employee may enter his/her own comments and have them attached to the derogatory statement.

15.3 FILE REVIEW

A District employee may inspect all materials contained in his/her personnel file during normal working hours, except for the following:

- a. Records related to the investigation of a possible criminal offense;
- b. Letters of reference; and
- c. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination

An employee may not remove material from his/her personnel file for any reason. Requests for copies of material in a personnel record must be made in writing.