



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

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**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, which is not acquired using one of the procurement methods outlined in state and federal law, shall require Board approval before a transaction may take place, except for the purchase of produce and fuel.

Any single budgeted purchase of goods or services that costs \$50,000 or more and is acquired through a Board-approved interlocal agreement or cooperative purchasing program shall have three written quotes.

[See BDD(LEGAL) and (LOCAL) for procurement of legal services, including outside counsel, and CH(LEGAL) for contingent fee contracts for legal services.]

**Exception for
Emergency
Contracts**

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

**Purchasing
Procedures**

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

**Competitive
Bidding**

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

**Responsibility for
Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state and federal law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Purchase of School Sites

The following shall apply to the purchase of school sites:

1. Every effort shall be made to purchase sites by negotiation with a willing seller at a fair and reasonable price.
2. The Board shall have the power by the exercise of the right of eminent domain to acquire the fee simple title to real property within the District for the purpose of securing sites upon which to construct school buildings or for any other purpose that may be deemed necessary for the District. [See also CHG]
3. If negotiations for the acquisition of a school site are dropped, no payment will be made for services rendered by a realtor who conducted said negotiations.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

**Catastrophic Illness
or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. ~~Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph. Complications resulting from pregnancy shall be treated the same as any other condition.~~

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave ~~and local leave~~ shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. Leave shall be recorded in half-day increments for all certified employees.~~
- ~~2. Leave shall be recorded in one-hour increments for all classified employees.~~
- ~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

~~4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

~~1. Local leave.~~

~~2. State sick leave accumulated before the 1995-96 school year.~~

~~3. State personal leave.~~

~~Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that of the employee's~~ **a** spouse, parent, or child; **or**
- ~~4.3.~~ **The employee requests FMLA leave** for military caregiver **leave** ~~purposes.~~

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

~~**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).~~

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

~~**Limitations**~~

~~Request for Leave~~

~~In deciding whether to approve or deny a~~The employee shall submit a written request for discretionary use of state personal leave, to the immediate supervisor or designee in advance in accordance with administrative regulations. ~~In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and/or District operations, as well as the availability of substitutes.~~

~~Duration of Leave~~

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

~~Each~~All full-time employee~~employees~~ shall earn paid local sick leave days at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local leave maximum of six equivalent workdays per year, in accordance with administrative regulations. ~~All employees shall accumulate local sick leave without limit.~~

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may contribute local leave to a sick leave bank or transfer local leave days to another employee ~~or may contribute local leave to a sick leave bank.~~ [See DEC(LEGAL)]

An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave **and any applicable compensatory time.**

~~If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.~~

The Superintendent ~~or designee~~ shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision. ~~All decisions~~ regarding the sick leave bank ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or **appropriate administrator** ~~designee.~~

Employee Transfer of Local Leave

The District shall establish and implement a transfer of local leave program. ~~for those employees who do not participate in the sick leave bank program.~~

An employee may qualify for participation in the transfer of local leave program if the following conditions exist:

1. The employee has exhausted all paid leave; ~~and~~
2. The employee or immediate family member of the employee experiences a catastrophic illness or injury; ~~and-~~
3. **If the employee participates in the sick leave bank, he or she has received and used the maximum number of sick bank days allowed by administrative regulations.**

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The transferring employee may submit the request to transfer local leave days and must follow the established procedures as determined by the Superintendent or designee.

With the exception of immediate family members, the transferring employee shall only be permitted to transfer his or her local leave to an employee whose employment pay grade/level is equal to or below that of the transferring employee. Additionally, a classified employee shall not be permitted to transfer his or her local leave to a certified employee.

The Superintendent or designee shall develop procedures for the operation of the transfer of local leave program that address the following:

1. Procedures to request transfer of local leave;
2. The maximum number of days per school year an employee may receive from a transferring employee or transferring employees; and
3. Other procedures deemed necessary for the operation of the transfer of local leave program.

Appeal

All decisions regarding employee transfer of local leave may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

~~When~~If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

Certification of Leave	<p>WhenIf an employee requests leave, the employee shall provide certification, in accordance withas required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]</p>
Fitness-for-Duty Certification	<p>In accordance with administrative regulations, whenIf an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice. An employee on FMLA leave may not continue working his or her part time job elsewhere.</p>
Leave at the End of Semester Leave	<p>WhenIf a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]</p>
Failure to Return	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</p>
Temporary Disability Leave	<p>Any full-time employee shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall requiredesignate the employee to use of temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leaveif the employee is unable or unavailable to do so.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>

Paid Leave Offset

The District shall permit the option ~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits, ~~and not on assault leave, may elect in writing to use available partial day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage.~~
[See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

Payment for Accumulated Reimbursement of Leave Upon Retirement Separation

The following leave provisions shall apply to local leave ~~accumulated~~ ~~earned~~ beginning on the original effective date of this program.

An employee who ~~retires~~ ~~separates~~ from ~~employment with~~ the District shall be eligible for ~~payment~~ ~~reimbursement~~ for ~~accumulated~~ local leave ~~under the following conditions:~~ ~~when:~~

- The employee's ~~retirement~~ ~~separation from employment~~ is voluntary, i.e., the employee is not being discharged or nonrenewed, ~~and~~
 - ~~The employee requests payment~~ ~~is retiring under the Teacher Retirement System (TRS), or~~
 - ~~The employee died while employed by the District.~~
1. ~~The employee must request reimbursement~~ within 60 days after the last day of employment.

In the case of an employee's death, ~~term date or~~ the employee's designated beneficiary ~~may~~ ~~must~~ request ~~payment~~ ~~reimbursement~~ within 60 days after the death of the employee.

The employee shall ~~receive payment~~ ~~be reimbursed one time only~~ for each day of ~~accumulated~~ local leave, to a maximum of 30 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.