



LAMMERSVILLE

Unified School District

**Human Resources
Policy Manual**

Mission Statement

The mission of the Lammersville Unified School District is to prepare students to become responsible decision makers who, as lifelong learners, are college and career ready and are productive contributors of their local and global community.

The District

The student enrollment of the Lammersville Unified School District is approximately 2,700. The District is comprised of 4 K-8 elementary schools and 1 comprehensive high school. The District employs approximately 90 classified employees and 135 credentialed employees. Within the master plan of this community, the expected amount of schools at build out is 11 elementary schools and 1 comprehensive high school.

The Governing Board and Administration

The Lammersville Unified School District has a five member Governing Board elected by the public. These five persons, all residents and responsible citizens of the District, establish the board operating policy under which the schools function. The District is administered under the District Superintendent, Dr. Kirk Nicholas.

Each Board member serves a four year term. Terms of office are staggered. The Board normally meets twice a month at a public meeting to conduct the business of the District.

Members of the Governing Board

Matthew Balzarini
Sharon Lampel
Shane Nielson
David Pombo
Micaela Vergara

District Superintendent

Dr. Kirk Nicholas

Assistant Superintendent

Dr. Khushwinder Gill

Chief Business Officer

Ms. Alvina Keyser

Regular Governing Board Meetings

Generally, the first and third Wednesday of each month

7:00 P.M.

Board Room

111 S. De Anza Boulevard

Mountain House, CA 95391

PHILOSOPHY

The School Board of the Lammersville Unified School District's intention to provide the best education possible for our children within monetary resources available to the District.

Our purpose is to develop individuals with adequate academic preparation as well as the desirable moral, ethical, and college and career readiness to assume a role in shaping the future of our nation.

It is understood that though all children will not learn all things equally, all should have an equal opportunity in the pursuit of educational qualifications for the world ahead, and the School Board will attempt to balance its program to provide for the varied interests of the pupils of the schools. In attempts at balance, school officials must keep in mind quality programs deserve as much consideration as quantity. The Board accepts the premise that the center of the school curriculum is the child and that the instructional program should be tailored to fit a child-development pattern of education.

The Board of Education accepts the conclusion that the education of children is a comprehensive program which must be undertaken in cooperation with other institutions of our society. We will seek to establish and maintain strong ties with parents and community programs.

WE BELIEVE

Accountability for student success is the shared responsibility of students, teachers, staff, administrators, School Board members, parents and the community and is measured by identified outcomes.

Notice to All Employees

The purpose of this Personnel Policy and Procedures Manual is to provide Lammersville Unified School District employees with a common reference to the basic information that governs an individual's employment with the District.

The authority to enforce the provisions set forth in this manual rests with Superintendent. Supervisors are encouraged to adopt and enforce such policies and procedures as are unique to a specific department but which are not inconsistent or in conflict with the policies and procedures adopted by the School Board.

This manual neither implies nor establishes a contract between Lammersville Unified School District and the employee. The contents of this Personnel Policy and Procedures Manual summarize current District policies and programs and are intended as guidelines only. Lammersville Unified School District retains the right to change, modify, suspend, interpret, or cancel in whole or in part any of the published or unpublished personnel policies or practices of the District, without advance notice, without having to give cause or justification to any employee. Recognition of these rights and prerogatives is a term and condition of employment and continued employment. As such, the contents of this manual do not constitute the terms of an employment contract. Employment of personnel not governed by a union contract or employment contract with this District is on an "at-will" basis, meaning that employment terms can be terminated by either party, employer or employee, for any reason not expressly prohibited by law.

Employee Classification

Class 1— A regular full-time exempt, unrepresented, administrative, professional, management, or supervisory employee hired in anticipation of working for a position.

Class 2— A regular exempt certificated employee hired in anticipation of working a set number of days; unit member of the Lammersville Teacher’s Association.

Class 3— A regular nonexempt classified employee hired in anticipation of working in a position with the schedule identified upon the hire date; unit member of the California State Employees Association, Chapter #873.

Purpose and Use**1.0 Purpose of Policies and Procedures**

Lammersville Unified School District, herein referred to as Lammersville Unified School District or District, enacts the Personnel Policy and Procedures Manual to ensure all personnel issues are adhered and to provide personnel administration. Lammersville Unified School District has assigned all personnel issues to the Superintendent. In the event a question arises out of the Personnel Policy and Procedures Manual, please forward any questions to the Superintendent.

The policies and procedures for personnel administration are enacted by Lammersville Unified School District in order to further the following goals:

- A. To provide uniform and sound personnel administrative systems throughout the District;
- B. To inform employees of the general policies and procedures of the District and the benefits and obligations of employment with the District;
- C. To ensure that all personnel actions are based upon employee qualifications (knowledge, skills and abilities) and job performance, and comply with federal and state law;
- D. To serve as written documentation of Lammersville Unified School District’s commitment to fair employment practices and equal employment opportunity;
- E. To assist managers in carrying out sound, equitable, and consistent personnel administration and in making effective use of his/her human resources;
- F. To promote and encourage communication between the employer or Supervisor and the employee;
- G. To protect the rights of the employee and employer throughout the employment relationship and to ensure that the responsibilities of both parties are carried out.

1.1 Administration

The School Board has approved the adoption and implementation of this Personnel Policies and Procedures Manual. The School Board reserves the exclusive right to hire, promote or release the Superintendent. The School Board invests in the Superintendent, or the delegate, the authority and responsibility for carrying out the policies, procedures, and intent of this manual, to include power to assign duties and responsibilities, train, discipline or reward employees within the guidelines of this manual. Situations not covered by written policies will be the responsibility of the Superintendent with concurrence of the School Board. The School Board must approve all changes or amendments to the personnel policies.

1.2 Applications

This Personnel Policies and Procedures Manual shall apply to all employees. In the event of a conflict between these policies and state or federal law or a union contract, the terms and conditions of that law or contract shall prevail.

1.3 Revision

Lammersville Unified School District specifically reserves the right to repeal, modify, or amend any of these policies with or without notice.

1.4 Distribution of District Policies

All policies are posted on the District's website, located at www.lammersvilleschooldistrict.net on the Internet. All staff has Internet access at school and is encouraged to use this medium to access school policies. Policies are continuously developed and revised and will be updated in the policy books and on the Internet as changes occur.

Policy 2

Equal Employment Opportunity

2.0 Equal Employment Opportunity

Lammersville Unified School District is committed to providing equal employment opportunity for all persons regardless of religion, sex, age, national origin, or disability.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, recruiting, layoff and recall, promotions, training, terminations, working conditions, compensation, fringe benefits, retirement plans, disability leave and other terms and conditions of employment.

District complies with federal and state equal employment opportunity laws and strives to keep the workplace free from all forms of harassment, including sexual harassment. District considers harassment and discrimination in all forms to be a serious offense. Employees who have been subject to prohibited discrimination or harassment should immediately report the incident to his/her Supervisor.

2.1 Nondiscrimination

The Lammersville Unified School District will not tolerate racism, discrimination, harassment, exploitation or victimization of students, school employees, non-employees or any person who are invitees of the Lammersville Unified School District for any reason, including but not limited to race, color, ethnic background, national origin, religion, creed, age, citizenship, political affiliation, emotional, mental and/or physical challenge, gender or any other protected class. Inquiries regarding non-discriminatory policies in employment may be directed to Management.

2.2 Complaint Procedure – Harassment/Discrimination/Title IX

Board Policy 4030 Nondiscrimination in Employment

The Governing Board prohibits unlawful discrimination against and/or harassment of district employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation at any district site and/or activity. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.

(cf. [4031](#) - Complaints Concerning Discrimination in Employment)

(cf. [4032](#) - Reasonable Accommodation)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

(cf. [4119.41/4219.41/4319.41](#) - Employees with Infectious Disease)

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

(cf. [4117.4](#) - Dismissal)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, district administrator or Superintendent as soon as practical after the incident. Failure of a district employee to report discrimination or harassment may result in disciplinary action.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment. (34 CFR [100.6](#), [106.9](#))

The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR [4960](#))

The Board designates the following position as Coordinator for Nondiscrimination in Employment:

Superintendent

111 S. De Anza Boulevard

Mountain House, Ca 95391

209-836-7400

Other Remedies

An employee may, in addition to filing a discrimination complaint with the district, 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. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code [12960](#). (Government Code [12960](#))
2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after

filing a complaint with DFEH, the employee must file the complaint 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](#))

Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.

Administrative Regulation 4031

The following procedures shall be used when a district employee or job applicant has a complaint alleging that a specific action, policy, procedure or practice discriminates against him/her on any basis specified in the district's nondiscrimination policies.

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

(cf. [4030](#) - Nondiscrimination in Employment)

(cf. [4032](#) - Reasonable Accommodation)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

1. The complaint should be initiated promptly after a complainant knew, or should have known, of the alleged discrimination.
2. All parties involved in allegations of discrimination shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. The parties also shall be notified of their right to appeal the decision to the next level.
3. When a complaint is brought against the individual responsible for the complaint process at any level, the complainant may address the complaint directly to the next appropriate level.
4. Meetings related to a complaint shall be held at times the district determines appropriate to the circumstances.
5. For the protection of all the parties involved, complaint proceedings shall be kept confidential insofar as appropriate.
6. All documents, communications and records dealing with the investigation of the complaint shall be placed in a confidential district personnel complaint file and not in the employee's individual personnel file.
(cf. [1340](#) - Access to District Records)
(cf. [3580](#) - District Records)
(cf. [4112.6/4212.6/4312.6](#) - Personnel Files)
(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)
7. Time limits specified in these procedures may be revised only by written agreement of all parties involved. If the district fails to respond within a specified or adjusted time limit, a complainant may proceed to the next level. If a complainant fails to take the complaint to the next step within the prescribed time, the complaint shall be considered settled at the preceding step.

Level I

The complainant shall first meet informally with his/her supervisor or the administrator of the school where the alleged discriminatory act occurred. A complaint regarding discrimination away from the school site should be discussed informally with the complainant's supervisor. If the complainant's concerns are not clear or cannot be resolved through informal discussion, the

supervisor or other administrator shall prepare, within 10 working days, a written summary of his/her meeting(s) with the complainant. This report shall be made available to the nondiscrimination coordinator (coordinator) designated by the Governing Board in BP 4030 - Nondiscrimination in Employment.

Level II

If a complaint cannot be resolved to the satisfaction of the complainant at Level I, he/she may submit a formal written complaint to the coordinator within 10 working days of his/her attempt to resolve the complaint informally. The written complaint shall include the following:

1. The complainant's name, address and telephone number
2. The name and work location of the district staff member who committed the alleged violation
3. A description of the alleged discriminatory act(s) or omission(s)
4. The discriminatory basis alleged
5. A specific description of the time, place, nature, participants in and witnesses to the alleged violation
6. Other pertinent information which may assist in investigating and resolving the complaint
7. The complainant's signature or that of his/her representative.

The coordinator shall assign a staff member to assist the complainant with this writing if such help is needed. The coordinator shall respond to the complaint in writing within 10 working days.

The coordinator shall conduct any investigation necessary to respond to the complaint, including discussion with the complainant, person(s) involved, appropriate staff members and students, and review of the Level I report and all other relevant documents. If a response from third parties is necessary, the coordinator may designate up to 10 additional working days for investigation of the complaint.

Level III

If the complaint cannot be resolved at Level II, either party may present the complaint to the Superintendent or designee within 10 working days. The Superintendent or designee shall review the Level II investigation file, including the written complaint and all responses from district staff. The Superintendent or designee shall respond to the complaint in writing within 10 working days. If the Superintendent or designee finds it necessary to conduct further investigation, he/she may designate up to 10 additional working days for such investigation and shall respond to the complaint in writing within 10 working days of completing the investigation.

Level IV

If the matter is not resolved at Level III, either party may file a written appeal to the Board within 10 working days after receiving the Level III response. The Superintendent or designee shall provide the Board with all information presented at previous levels.

The Board shall grant the hearing request for the next regular Board meeting for which the matter can be placed on the agenda. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. [1312.1](#) - Complaints Concerning District Employees)

(cf. [9321](#) - Closed Session Purposes and Agendas)

The Board may appoint a hearing panel to review the complaint and previous decisions and make recommendations to the Board. The panel shall hear the appeal and render its decision within 10 working days.

Other Remedies

Complainants may appeal the Board's action to the California Department of Education. The Superintendent or designee shall ensure that complainants are informed that injunctions, restraining orders and other civil law remedies may also be available to them. This information shall be published with the district's nondiscrimination complaint procedures and included in any related notices. (Education Code [262.3](#))

2.3 Americans with Disabilities Act

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections to individuals with disabilities in the area of employment, public accommodations, state and local government services and programs. Title II of the ADA states, in part, that *"no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subject to discrimination in programs or activities sponsored by a public entity."*

The District has adopted this policy to provide prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the ADA.

2.3.1 Requesting an Accommodation

Qualified individuals with disabilities may make requests for a reasonable accommodation to his/her individual Supervisor. On receipt of an accommodation request, the Supervisor along with the 504 Coordinator will meet with the individual requesting the accommodation to discuss and identify the precise limitations resulting from the disability and the potential accommodation that District may make to accommodate the limitations. The Supervisor and the 504 Coordinator, along with the individual's Doctor and other necessary professionals at District will determine the feasibility of the requested accommodation, considering various factors as permitted by law.

2.3.2 Complaint Procedure

Any individual who believes that he/she or a specific class of individuals with disabilities has been subjected to unlawful discrimination on the basis of that disability by the District may, by himself or herself or by any authorized representative, file a complaint. Please refer to section 2.2 for appropriate complaint process.

2.4 Title IX

Title IX of the Education Amendments of 1972 prohibits sex discrimination in education programs or activities that receive federal financial assistance. As amended by the Civil Rights Restoration Act of 1987, the definition of the term "program or activity" includes all operations of an educational institution, governmental entity, or private employer that receives federal funds.

The District prohibits sexual discrimination in all aspects of employment and programs and activities. In the event an employee feels like they have been discriminated against, please refer to section 2.2 Complaint Procedure.

2.5 Sexual Harassment/Harassment

The Lammersville Unified School District is committed to providing an environment free from harassment and other forms of discrimination for students, school employees and its invitees. Such an environment is a necessary part of a healthy learning and working atmosphere because discrimination and/or harassment undermines the sense of human dignity and belonging of all people in the community.

Discrimination and/or harassment by Board members, administrators, employees, non-employees, invitees, parents, caretakers, students, vendors and others doing business with the School District is prohibited. Individuals whose behavior is found to be in violation of this policy will be subject to the Complaint Procedure as outlined above in 2.2. In the event misconduct is found, misconduct will result in disciplinary action as determined by the Superintendent or School Board and may include suspension, expulsion, reprimand or termination of employment.

Board Policy 4119.11 Sexual Harassment

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits 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 and administrative regulation.

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

(cf. [4030](#) - Nondiscrimination in Employment)

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

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff
(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR [4964](#))

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

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

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. [4031](#) - Complaints Concerning Discrimination in Employment)

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.

(cf. [4117.4](#) - Dismissal)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

2.5.1 Workplace Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as age, race, color, religion, creed, national origin, sex, marital status, disability, veteran status, pregnancy, gender, ancestry, medical condition, and any other protected group status. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status or that of his or her relatives, friends, or associates.

District believes that every employee has the right to a working environment free from all harassment.

2.5.2 Sexual Harassment Defined

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment. Sexual Harassment has two definitions. They are:

A. Quid Pro Quo— Quid pro quo harassment involves an employee being pressured to submit to unwelcome sexual advances in exchange for retaining or gaining certain terms or conditions of employment. By its very nature, quid pro quo harassment can be committed only by a supervisor or a member of the employer's hierarchy with the power to confer or withhold a tangible job benefit. Employers are strictly liable to employees who suffer economic harm as a result of quid pro quo harassment if the harasser had actual authority to alter the victim's work conditions, regardless of whether the employer had actual knowledge of the harassment.

B. Hostile Work Environment— Hostile environment harassment occurs when an employee is subjected to unwelcome conduct based on gender that is sufficiently pervasive or severe to alter the terms or conditions of the victim's employment and create an abusive or hostile work environment. A hostile environment can be created by supervisors, co-workers, or even non-employees, such as patrons or vendors. To rise to the level of hostile environment sexual harassment, the conduct must unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Sexual harassment may include such actions as: sexually-orientated verbal "kidding," "teasing," or "jokes;" foul or obscene language or gestures; display of foul or obscene printed or visual material; physical contact such as patting, pinching, or brushing against another's body; and demand for sexual favors. While such conduct generally can amount to sexual harassment only if it is both unwelcome and either severe or pervasive, the District nonetheless prohibits any such conduct in the workplace, regardless of the circumstances.

Any number of actions may constitute sexual harassment, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

2.5.3 Responsibilities

Everyone at District and especially management is expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All employees should also understand the importance of informing the individual whenever that individual's behavior is unwelcome, offensive, in poor taste, or inappropriate.

District must be aware of incidents of harassment to be able to take appropriate corrective measures.

Employees— If an employee believes that he/she has been subject to harassment/sexual harassment or any unwanted sexual attention, he/she should:

- Make his/her unease and/or disapproval directly and immediately known to the harasser;
- Make a written record of the date, time, and nature of the incident(s) and the names of any witnesses;
- Report the incident to his/her Supervisor, or the Superintendent;

All incidents of harassment/sexual harassment or inappropriate sexual conduct must be reported regardless of their seriousness. Publicizing information about alleged harassment without following the reporting procedures or filing a formal complaint might be considered evidence of a vexatious intent on part of the accuser.

Supervisors/Management— Supervisors must deal expeditiously and fairly with allegations of harassment/sexual harassment within his/her departments, whether or not there has been a written or formal complaint. Supervisors/Management must:

- Act promptly to investigate harassment/sexual harassment;
- Ensure that harassment or inappropriate sexually-oriented conduct is reported to the Supervisor/Superintendent;
- Take corrective action to prevent prohibited conduct from reoccurring.

Supervisors who knowingly allow or tolerate harassment/sexual harassment are in violation of this policy and are subject to discipline.

2.6 Employment Eligibility

District is committed to meeting its obligations under U.S. immigration law. Accordingly, District neither hires nor continues to employ an individual who is not legally authorized to work in the United States. Moreover, District does not discriminate on the basis of citizenship status or national origin in recruitment, hiring, or discharge. Supervisors, business office staff, hiring personnel, and other employees and agents of district are prohibited from discriminating against an applicant or employee based on national origin or status as a legal immigrant.

The District is responsible for implementing, administering, and reviewing procedures necessary to comply with the employment eligibility verification and nondiscrimination requirements of the Immigration Reform and Control Act (IRCA), as amended. Business Office staff must ensure that all new employees:

- A. Complete and sign the employee's portion of Form I-9, Employment Eligibility Verification; and
- B. Present original documentation supporting the employee's identity and employment eligibility.

Policy 3

Employee Conduct

3.0 Workplace Violence

It is District's desire to maintain a safe environment for the employee and students to conduct business and fulfill its mission. Specifically this policy relates to all employees, students, parents, citizens, vendors, significant others, and any other individual having contact with District. For the purposes of this policy, violence and threats of violence include, but are not limited to:

- A. Any act which is physically assaulting;
- B. Any substantial threat to harm or to endanger the safety of others;
- C. Behaviors or actions interpreted by a reasonable person as carrying the potential for violence and/or acts of aggression;
- D. Any substantial threat to destroy property;
- E. Possession on work site of any weapon or dangerous instrument (e.g., any type of firearms, certain knives, brass or metal knuckles, etc.), unless required by position duties (e.g., Police Officer).

Threatening behaviors, acts of aggression, and violence will result in appropriate action by District, up to and including dismissal and contacting of public law enforcement. Civil and criminal penalties will be pursued as deemed appropriate. It is the responsibility of every employee of District to take any threat or violent act seriously, to consult with appropriate personnel and to take action as recommended by these resources and guidelines.

Please notify the Superintendent regarding any actual or perceived violence occurring. In the case of an emergency, it may be appropriate to call 911.

3.1 Drug and Alcohol Policy

Board Policy 4020 Drug and Alcohol-Free Workplace

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

(cf. [4112.41/4212.41/4312.41](#) - Employee Drug Testing)

(cf. [4112.42/4212.42/4312.42](#) - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance while on duty, on district property, or at a school-related activity or event. (Government Code [8355](#); 41 USC 701)

In addition, an employee shall not use or be under the influence of any alcoholic beverage or controlled substance, as defined in 21 USC 812, while on duty, on district property, or at a district-related activity or event.

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code [8355](#); 41 USC 701)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code [8355](#); 41 USC 701)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 701)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local health or law enforcement agency or other appropriate agency.

(cf. [4112](#) - Appointment and Conditions of Employment)

(cf. [4117.4](#) - Dismissal)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4212](#) - Appointment and Conditions of Employment)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code [8355](#); 41 USC 701)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
(cf. [4159/4259/4359](#) - Employee Assistance Programs)
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

3.1.2 Employee Responsibility

An employee must not report to work at any time while his/her ability to perform his/her job duties are impaired due to alcohol and/or drug use. An employee must notify his/her immediate Supervisor/Superintendent of any drug and/or alcohol violation occurring in the workplace immediately. Employee's failure to comply with this policy may result in disciplinary action.

3.1.3 Management Responsibility

Supervisors/Superintendent shall not physically search the employees nor shall they search his/her personal possessions without consent and in the presence of the employee. Supervisors/Superintendent shall notify the proper law enforcement agency when he/she has reasonable suspicion.

3.1.4 Testing Procedure

Board Policy 4112.42 Drug and Alcohol Testing for School Bus Drivers

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program for all district drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of state and federal law.

(cf. [3540](#) - Transportation)

(cf. [3543](#) - Transportation Safety and Emergencies)

The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306)

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

(cf. [3542](#) - School Bus Drivers)

(cf. [4020](#) - Drug and Alcohol-Free Workplace)

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR [382.205](#), [382.207](#), [382.209](#); Vehicle Code [34520.3](#); 13 CCR [1213.1](#))

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. [4117.4](#) - Dismissal)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR [382.601](#))

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

3.1.5 Conviction Requirements

The School District shall:

1. Notify the appropriate federal agency within then (10) days after receiving notice of a conviction from an employee as so noted in 2 below.
2. Employee must notify the Lammersville Unified School District of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
3. Take appropriate action against the convicted employee--such action may include, but is not limited to, suspension or dismissal or may require a convicted employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

3.1.6 Good Faith Efforts

The Lammersville Unified School District hereby commits itself to a continuing good faith effort to maintain a drug-free workplace. A copy of this policy shall be given to all present and future employees.

3.2 Outside Employment

District recognizes that employees sometimes seek additional employment during their off hours.

District asks these employees to remember that, despite any outside employment, their position with District is their prime responsibility. District does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime. If outside employment leads to these problems, disciplinary action may occur, up to and including termination.

Board Policy 4136 Nonschool Employment

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

(cf. [4119.21/4219.21/4319.21](#) - Professional Standards)

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [9270](#) - Conflict of Interest)

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity: (Government Code [1126](#))

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

(cf. [1321](#) - Solicitation of Funds from and by Students)

(cf. [3300](#) - Expenditures and Purchases)

(cf. [4040](#) - Employee Use of Technology)

(cf. [4132/4232/4332](#) - Publication or Creation of Materials)

(cf. [4135/4235/4335](#) - Soliciting and Selling)

(cf. [6161.1](#) - Selection and Evaluation of Instructional Materials)

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.

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4119.1/4219.1/4319.1](#) - Civil and Legal Rights)

(cf. [4144/4244/4344](#) - Complaints)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

3.2 Seat Belt Policy

District is committed to doing everything possible to prevent injury to employees, prevent damage to property, and to protect the employees and the public from the results of accidents. District realizes that safety belts are an important and efficient means to accomplish this goal. Therefore, it is the policy that all employees and passengers shall be required to use safety belts when driving any District owned or leased vehicle (if equipped with seat belts), or while driving a personal vehicle on official District business. Failure to comply with this policy may result in disciplinary action.

3.3 Conflict of Interest

All employees must avoid activities or relationships that conflict with District's interests or adversely affect District's reputation. The types of activities and relationships employees must avoid include but are not limited to:

- A. Accepting or soliciting a gift, favor, or service that is intended to, or might appear to, influence the employee's decision-making or professional conduct;
- B. Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefit in exchange for the employee's favorable decisions or actions in the performance of his or her job;
- C. Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of District's confidential information;
- D. Accepting employment or compensation that could reasonably be expected to impair the individual's independent judgment in the performance of official duties.

Employees must disclose actual or potential conflicts to the Superintendent as soon as they become aware of them. Failure to make required disclosures or resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment.

3.4 Student Confidentiality

Lammersville Unified School District considers any messages, including faxes, E-mail, memos, notes, letters, or other forms of communications containing student identifiable information to be confidential. Individuals, who are not the intended recipient, are prohibited from disclosing or disseminating contents within the document. The unauthorized possession, release, or distribution of such information is a basis for disciplinary action, up to and including termination. Each employee's employment assumes an obligation to maintain confidentiality, even after he/she leaves employment. Employees are not to discuss student/staff information with anyone outside the organization.

Student Confidentiality— Student information shall not be released by an employee without specific authorization by the administration.

Ref: Board Policy 4119.23 Unauthorized Release of Confidential/Privileged Information

3.5 Absenteeism and Tardiness

Employees are expected to be on the job, on time, every day that they are scheduled to work. Unscheduled absences, late arrivals, and early departures are grounds for disciplinary action and are considered during the employee's annual performance review.

An employee absent from work due to illness or disability shall place their absence in the SubFinder system in advance or as soon as possible when the reason for the absence occurs less than one hour before scheduled to work. If an emergency situation exists, indicate the nature of the situation and the expected length of absence. If an employee is absent two (2) consecutive days without proper notification, he/she will be considered to have voluntarily resigned his/her

position. After three (3) consecutive sick days, medical doctor approval may be necessary prior to an employee's return to work. However, the Supervisor may request a physician's notice at any time. Any employee found to have abused his/her attendance and/or benefit privileges may be subject to disciplinary action.

3.6 Dress Code

While on the job, employees represent the District, and should dress in a manner that is acceptable in a business establishment. Therefore, it is the policy of the District that all staff dress and groom in accepted business standards.

3.7 Email and Internet Policy

District provides its employees with systems to send and receive electronic mail (email) and information so they can work more productively. The District's email system is a valuable business asset. The messages sent and received on the email system, like memos, purchase orders, letters, or other documents created by employees in the course of his/her workday, are the property of the District.

This policy explains rules governing the appropriate use of email and the Internet and sets out the District's rights to access messages on the email system or review files downloaded from the Internet. Employees should not have any expectation of privacy with respect to messages or files sent, received, or stored on the District's email system. Email messages and files, like other types of correspondence and documents, can be accessed and read by authorized employees or authorized individuals outside the District. Each employee must sign the SJCOE Employee Acceptable Use Policy prior to gaining a District account.

Ref: Acceptable Use Policy

3.7.1 Confidential Information

Email and/or the Internet should not be used to communicate sensitive or confidential information. Employees should anticipate that an email message might be disclosed to or read by individuals other than the intended recipient(s), since messages can be easily forwarded to other individuals. In addition, while District endeavors to maintain the reliability of its email system, employees should be aware that a variety of human and system errors have the potential to cause inadvertent or accidental disclosures of email messages.

Employees should consult the Superintendent and the systems administrator before emailing highly sensitive or confidential information.

3.7.2 Restrictions

Employees are strictly prohibited from sending email or otherwise using the email system and/or the Internet in connection with any of the following activities, including but not limited to:

- A. Downloading personal emails or emails from unknown sources (exception – see 3.10);

- B. Engaging in illegal, fraudulent, or malicious activities;
- C. Engaging in activities on behalf of organizations with no professional or business affiliation with District;
- D. Sending or storing offensive, obscene, or defamatory material;
- E. Annoying, harassing, or discriminating other individuals;
- F. Sending uninvited email of a personal nature;
- G. Using another individual's account or identity without explicit authorization;
- H. Attempting to test, circumvent, or defeat security or auditing systems, without prior authorization;
- I. Permitting any unauthorized individual to access to the District email system;
- J. Viewing pornographic sights;
- K. Distributing or storing chain letters, jokes, solicitations or offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.

3.7.3 Violations

The Internet and email are to be utilized for business purposes only. Employees violating the email and Internet policy are subject to discipline, up to and including termination. Employees using the email system for defamatory, illegal, or fraudulent purposes and employees who break into unauthorized areas of District's computer system also are subject to civil liability and criminal prosecution.

3.8 Telephone Usage

Proper use of the District's telephone system is important in controlling costs, ensuring effective communications, and maintaining productivity. While the telephone system is intended to be used for business purposes, District recognizes that some personal calls are necessary. Employees are permitted to make and receive personal calls that are urgent or extremely difficult or impractical to schedule outside of work hours. Such calls should be infrequent and as brief as possible. Whenever possible, employees should make their personal calls during meal or break periods.

3.8.1 Violations

The use of District's telecommunications systems to make or send fraudulent, unlawful, or abusive calls or messages is prohibited. Employees are to report any threatening, intimidating, or harassing telephone calls to their Supervisor or the Superintendent.

Any employee identified as the initiator of fraudulent, unlawful, or abusive calls or messages are subject to disciplinary action and possible criminal prosecution. In instances where harassing calls are identified as originating from outside the District's premises, the telephone District or appropriate telecommunications provider will be notified. In addition, abuse of any of the above telecommunication benefits will result in disciplinary action.

Making or sending fraudulent, unlawful, or abusive calls or messages violates District's policy and is a crime under both state and federal laws. Violations of this policy can result in criminal charges and prosecution, as well as discipline up to and including discharge.

3.9 Computer Use

Lammersville Unified School District provides computers and other computer operated technology to increase efficiency and to perform work related tasks. District strives to provide reasonably up-to-date equipment to further accomplish this purpose. Use of all computer technology to include software is expected to be for work-related purposes during working hours. Use for personal and/or entertainment purposes during working hours is prohibited.

Employees are expected to exercise his/her best judgment at all times and to avoid any situation which may cast doubt on the integrity of the employee or Lammersville Unified School District.

3.10 Responsibilities

Employees must not engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of his/her duties. In addition, all employees are expected and required to follow District's Board Policies and protect confidential information. Confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive the information. Lammersville Unified School District also requires its employees to use the computer system in a way that respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material—for example, software, database files, documentation, or articles. Any violation could lead to disciplinary action.

3.11 Political Activity

The Board recognizes that employees of the District have the same fundamental civic responsibilities and privileges as other citizens. Among these responsibilities include campaigning for elective public office and holding an elective or appointive public office.

Any employee who intends to campaign for an elective public office shall notify the Superintendent, in writing at the earliest possible moment, of the office which the employee intends to seek, together with the decision as to whether the employee wishes to continue employment and under what terms and conditions.

The Superintendent will meet with and discuss these matters with the employee involved and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities to the District. If the employee is the superintendent, the employee will meet with the School Board members.

In connection with campaigning, no employee will use school system facilities, equipment, or supplies; nor will the employee discuss the campaign with students or with school personnel during the working day; nor will the employee use any time during the working day for campaigning purposes.

An employee seeking an extended leave of absence for campaigning, office-holding, or other time-consuming activities connected with government service will apply for such leave in writing. The Board will provide the employee with a written answer to a request for political leave including salary arrangements. If not elected, the employee may return to the position previously

held. School District funds, whether derived from local, state, or federal sources, cannot be used for partisan political purposes.

Board Policy 4319.25 Political Activities of Employees

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. [1160](#) - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. [1330](#) - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. [1325](#) - Advertising and Promotion)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

3.13 Code of Ethics

3.13.1 Professional Standards

Board Policy 4119.21 Professional Standards

The Governing Board expects district employees to maintain the highest ethical standards, exhibit professional behavior, follow district policies and regulations, and abide by state and federal laws. Employee conduct should enhance the integrity of the district and advance the goals of the district's educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. [0200](#) - Goals for the School District)

(cf. [4112.2](#) - Certification)

(cf. [4119.1/4219.1/4319.1](#) - Civil and Legal Rights)

(cf. [4131](#) - Staff Development)

(cf. [4231](#) - Staff Development)

(cf. [4331](#) - Staff Development)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. [2111](#) - Superintendent Governance Standards)

(cf. [9005](#) - Governance Standards)

Staff Conduct with Students

The Board expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate

employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

(cf. [4040](#) - Employee Use of Technology)

(cf. [5131](#) - Conduct)

(cf. [6163.4](#) - Student Use of Technology)

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

(cf. [5141.4](#) - Child Abuse Prevention and Reporting)

Any employee who is found to have engaged in inappropriate conduct with a student in violation of the law or this policy shall be subject to disciplinary action.

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

E 4119.21 Professional Standards

CODE OF ETHICS OF THE EDUCATION PROFESSION

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

Principle I. Commitment to the Student

The educator strives to help each student realize his/her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning
2. Shall not unreasonably deny the student access to varying points of view
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
5. Shall not intentionally expose the student to embarrassment or disparagement

6. Shall not on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage
8. Shall not disclose information in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

Principle II. Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation of the profession, the educator:

1. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications
2. Shall not misrepresent his/her professional qualifications
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position
5. Shall not assist a noneducator in the unauthorized practice of teaching
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law
7. Shall not knowingly make false or malicious statements about a colleague
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action

Source: National Education Association, 1975

3.13.2 Lammersville Unified School District Employees

A. Obligations to Students— In fulfilling their obligations to the students, educators shall act as follows:

1. Not without just cause restrain students from independent action in their pursuit of learning;
2. Not without just cause deny to the students access to varying points of view in the classroom;
3. Not deliberately suppress or distort subject matter for which they bear responsibility;
4. Make reasonable effort to maintain discipline and order in the classroom and the school system to protect the students from the conditions harmful to learning, health, and safety;

5. Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement;
6. Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping condition, national origin, or ethnic background;
7. Not exploit a professional relationship with a student for personal gain or advantage;
8. Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
9. Maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.

B. Obligations to the Public— In fulfilling their obligations to the public, educators shall act as follows:

1. Take precautions to distinguish between their personal views and those of the local School District or governing Board;
2. Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities;
4. Not exploit the local School District or governing Board for private gain;
5. Not exploit the local School District or governing Board to promote political candidates or partisan political activities;
6. Accept no gratuities, gifts, or favors that might impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage;
7. Not engage in activities that would lead to a felony conviction;
8. Not commit any act of moral turpitude or gross immorality.

C. Obligations to the Profession— In fulfilling their obligations to the profession, educators shall act as follows:

1. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
2. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purposes;
3. Discuss professional matters concerning colleagues in a professional manner;
4. Accept a position or responsibility only on the basis of professional preparation and legal qualifications;
5. Adhere to the terms of a contract or appointment unless the contract has been altered without the consent of the affected parties, except as provided by law, legally terminated, or legally voided;
6. Use sound professional judgment in delegating professional responsibilities to others;
7. Not interfere with the free participation of colleagues in the affairs of their associations;
8. Not use coercive or threatening means in order to influence professional decisions of colleagues;
9. Not knowingly misrepresent their professional qualifications;
10. Not knowingly distort evaluation of colleagues;
11. Not criticize a colleague before students, except as unavoidably related to an administrative or judicial proceeding.

3.14 Chain of Command and Communication

All personnel employed by the Board will be responsible to the Board through the Superintendent.

Personnel will be expected to refer matters requiring administrative action to the Administrator to whom they are responsible. The administrator will refer such matters to the next higher administrative authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes. But all personnel will have the right to appeal any decisions made by an administrative officer to the next higher authority. Nothing herein shall supersede any grievance procedure in effect by negotiated agreement or administrative rule.

3.15 Reporting Child Abuse

It is the policy of the District that all employees who have knowledge of child abuse to report the abuse as the policy outlines below. This is because of our employee's regular contact with school-age children and that the employees are in an excellent position to identify abused or neglected children.

Ref: Board Policy 5141.4 Child Abuse Prevention and Reporting; Administrative Regulation 5141.4 Child Abuse Prevention and Reporting; Education Code 33308.1; Penal Code 11165.7.

Policy 4

Employee Classifications and Status Changes

4.0 General

Proper classification of employees is important to administering salaries, determining eligibility under Lammersville Unified School District's employee benefits plan, and complying with employment and tax laws. Lammersville Unified School District offers regular full-time and regular part-time employment, and may offer temporary employment opportunities to meet a variety of staffing requirements and accommodate employee needs and preferences. Lammersville Unified School District may also use contract workers to respond flexibly to changing staffing requirements.

All employees, whether regular full-time, regular part-time, or temporary, are classified as exempt or nonexempt for overtime and minimum wage requirements.

4.1 Employee Classifications

Regular Full-Time Employee — A regular full-time employee is an employee who is employed by the District to work a predetermined schedule of at least thirty (40) hours per normal

workweek. A regular full-time employee may be exempt or nonexempt and is eligible for benefits.

A. Class 1— A regular full-time exempt administrative, management, professional or supervisory employee hired in anticipation of working for a position. Class 1 employees will be paid on a monthly schedule. A Class 1 employee shall be eligible for employee benefits according to eligibility qualifications and other provisions as defined in each plan.

Sick Leave
Personal Necessity Leave
Vacation Leave
Bereavement Leave
Jury/Civic Leaves
Retirement
Health Care
Dental Care
Family Medical Leave (If meets requirements)

B. Class 2— A regular full-time exempt certified employee hired in anticipation of working a set number of days. Class 2 employees will be paid on a monthly schedule. A Class 2 employee shall be eligible for employee benefits according to eligibility qualifications and other provisions as defined in each plan.

Retirement
Health Care
Dental Care
Sick Leave
Personal Necessity Leave
Bereavement Leave/Legal Leave
Professional Leave
Family Medical Leave (If meets requirements)

Class 3— A regular full-time nonexempt classified employee hired in anticipation of working in a position with the schedule identified upon the hire date. Class 3 employees will be paid on a monthly schedule. A Class 3 employee shall be eligible for employee benefits according to eligibility qualifications and other provisions as defined in each plan.

Personal Necessity/Emergency Leave
Vacation Leave
Sick Leave
Retirement
Health Care
Dental Care
Family Medical Leave (If meets requirements)
Compensatory Time
Overtime

- A. **Part-Time Employee**—A part-time employee is an employee who works an average of fewer than forty (40) hours per workweek and has completed. A part-time employee may be exempt or nonexempt and is eligible for prorated benefits.
- B. **Seasonal, Substitute, or Temporary Employee**— A seasonal, substitute, or temporary employee is an employee who is employed by the District for a specified period of time or for the duration of a specified and definable position. A seasonal, substitute, or temporary employee may be exempt or nonexempt and potentially eligible for benefits.

4.2 Nonexempt and Exempt Status

The District classifies each employee or position as exempt or nonexempt.

- A. **Exempt Status**— Exempt employees are not subject to federal and state overtime requirements. An employee is exempt if determined to be an executive, an administrative, management, or professional employee as defined by the Fair Labor Standards Act.
- B. **Nonexempt Status**— Nonexempt employees are entitled to overtime pay of at least one-and-one-half times (1 ½) his/her regular rate for hours worked in excess of 40 in any workweek or 8 hours in a work day. Any employee who is not classified as exempt is nonexempt.

As all employees are hired conditionally on the basis of continuing fitness or need, these status categories or anything contained in these policies and procedures do not guarantee employment for any specified length of time. Lammersville Unified School District specifically reserves the right to repeal, modify or amend any of these policies, with or without notice, from the Superintendent of Lammersville Unified School District.

Policy 5

Recruitment and Selection

5.0 General Policy

It is the policy of Lammersville Unified School District to recruit and fill job vacancies with the most qualified applicant for the position. The District has two methods of recruiting qualified applicants to fill job vacancies: internal and external. If in the best interest of the District, promotions or transfers of individuals already employed with the District shall be given first consideration. This consideration, however, does not entitle the individual to an automatic promotion or transfer. If in the event an internal promotion or transfer is not in the best interest of the District, then Management may hire externally from outside the District.

All selections shall be based on qualifications and fitness to fill the job vacancy. All recruitment efforts are based upon equal employment opportunity and conducted without regard to age, race, color, religion, creed, national origin, sex, marital status, disability, veterans status, pregnancy, gender, ancestry, medical condition, and/or any other protected group status.

Ref: Form 1 – Hiring Protocol and Check-off List

5.1 Job Announcement

In the event of a vacant position, the hiring manager will complete a Change/Vacancy – Personnel Action Order form for review and approval. Once approved, announcements for job vacancies shall be made according to the position. All internal announcements shall be posted on the bulletin board at each site and in the District Office. All bargaining units will be notified of respective postings.

The District will advertise all instructional staff position vacancies.

When vacant positions are advertised, an announcement of vacancies shall be posted in all school building offices and faculty rooms by the building principals. All announcements and advertisements shall state that Lammersville Unified School District is an "Equal Employment Opportunity Employer."

All instructional staff position vacancies will be advertised except in the following instances: If another position in the same area of certification becomes vacant during the interview process or becomes vacant within three (3) months of the most recent interviews for a similar vacancy, and the hiring team deems the second, (third, fourth, etc.) ranked candidate(s) to be of the same high qualifications as the candidate who filled the first vacancy, then the new vacancy may be filled without re-advertisement of the position at the discretion of the Superintendent of Schools.

5.2 Applications for Employment

All inquiries regarding the possibility of joining the professional staff are to be POSITIVELY ENCOURAGED. Individuals interested in applying for a specific position with the District must complete and submit a District application through the online website: www.edjoin.org. A separate application must be submitted for each position in which the individual wishes to be considered. All documents requested must be submitted to be considered for the position.

Dissemination of Applications

No person will apply for a position unless a vacancy has been posted and advertised.

Application by Current Staff

Current staff members applying for "Internal Postings Only" positions need not complete the entire application procedure. They should be advised to submit a letter of interest to the Superintendent or designee stating the position in which they are interested and their reasons for applying. They should be encouraged to update their file with a current course work, community service, references and other support materials. The update of the file is not required and is the employee's option.

5.4 Qualifications and Screening of Candidates

The District maintains job descriptions on each position. This description establishes the minimum required levels of education and experience necessary to qualify for appointment. Each description may also detail desired skills or qualifications, which are preferred by the District and will be given foremost consideration.

Courtesy Interviews

The hiring administrators may not interview any candidate who does not meet the standards of the District and/or the caliber in the available candidate group. A courtesy interview is not permitted.

Screening of Applications from the Current Staff

Candidates who are current employees of the District shall be given careful consideration in the screening process.

Following the review of all applications, the hiring administrator shall inform applicants who are current staff members of one of the following:

1. They will not be considered for the position.
2. They will be considered for the position and will be interviewed.

Background and Experience of Candidates

It is important that the screening team seek candidates with broad experience, certification or willingness to obtain certification in more than one area, and willingness and ability to teach students of diverse abilities at different grade levels.

Reference Checks of Applicants

Prior to the scheduling of an initial interview, the hiring manager must:

1. Have at least one positive candidate reference from a school administrator (or cooperating teacher of an inexperienced applicant) who has direct knowledge of the candidate.
2. Have the candidate's completed application submitted and have or make arrangements to have ALL support documents in hand prior to an interview. (NOTE: If the candidate's college placement papers are not on hand, the hiring manager must order, receive, and review them prior to the interview.)

Screening of Applicants

Any applicants screened from the hiring procedure shall be notified via e-mail by the District as soon as reasonable. If there is an indication that the interview process may not yield a successful candidate, then the notification in writing should be sent only to those candidates who will not be considered under any circumstances (i.e. bad reference, lack of certification, unqualified, etc.) The notification in writing to screened-out applicants shall be a personalized notification in a standard format (through edjoin.org).

5.5 INTERVIEWS

The interview team(s) shall interview not less than five candidates for each vacancy unless the Superintendent or designee agrees that there are fewer than five qualified applicants in the pool of applicants. If there is more than one vacancy in analogous positions (same certification), an appropriate number of additional candidates must be interviewed unless the Superintendent or designee agrees that there are too few qualified individuals in the pool of applicants.

NOTE: A candidate should not be interviewed unless his/her application is complete INCLUDING POSITIVE PROOF OF CURRENT CALIFORNIA STATE CERTIFICATION (or written verification of eligibility). The District WILL NOT interview any candidate without a complete application.

Arranging the Interview

When arranging the interview, the candidate should be made aware of the following:

1. Address and location of the District.
2. Date, time and place of the interview.
3. ANY SUPPORT MATERIALS MISSING FROM THE CANDIDATE'S APPLICATION and the arrangements for receipt of the missing support materials prior to the interview.
4. Approximate length of the interview.
5. Provide overview of the interview setup.
6. Anticipated position starting time period.

Scheduling the Interview

If possible, all candidates should be scheduled for interviews over a short period of time, preferably on the same day.

Interdisciplinary Interviewing Team

In filling certificated positions an interdisciplinary team(s) including administrators, teachers, and in some cases other certificated personnel, shall be used to interview candidates.

1. Service of teachers on an interview team is voluntary. However, the administrator should insure the existence of an interdisciplinary (or multi-grade level in elementary) team.
2. The interview team should not have members who are personal friends or relatives of any of the candidates being interviewed. To the greatest extent possible the interview team should be free of political bias. The hiring administrator shall discuss this issue with the interview team. Members of the interview team should be asked to forgo participation on the team if they cannot approach all the candidates objectively.
3. To the greatest extent possible, the same team must interview all candidates for the same position.
4. Prior to the interviews, the hiring administrator **MUST** meet with the interview team to review:
 - a. The professional role of the interview team.
 - b. The advisory role of the interview team.
 - c. The need for confidentiality.
 - d. Equal treatment of all candidates
 - (1) Same introductory statement
 - (2) Same format
 - 2% Introductions
 - 3% Rapport Questions
 - 5% Detail of Qualifications of the Candidate
 - 60% In-Depth Interview (Job and Philosophy Specifics)
 - 5% Selling of the Position, District
 - 10% Candidate Questions
 - 5% Close
 - e. Non-discrimination
 - (3) Same questions
 - (1) Consistency of questioning
 - (2) Absence of jokes and innuendo during the interview
 - f. Employment criteria
 - g. Consideration for the position
 - (1) Special skills or characteristics sought

- team skills
- team match
- academic concentration
- teaching style

(2) Specific questions to be asked and the responses being sought

- h. Completion of the interview rating forms (edjoinadmin)
 - i. Ranking of the candidates (edjoinadmin)
 - j. Reference checks
 - k. Recommendation to the District from the hiring committee
5. The hiring manager should review the questions to be asked by the interviewing team.
 6. After each interview, the members of the team will promptly and independently complete the interview rating form for each applicant (edjoinadmin). The candidates shall be rated against the interviewers' expectations of the ideal.
 7. Following the interviews of all the candidates the members of the interview team (or the hiring manager) will review candidates and share the results with the Superintendent or designee.
 8. The hiring manager and District will hold confidential the list of questions, interview rating forms and ranking of all interviewers in case of any claims of discrimination in the hiring process.

Follow-up Interviews with the Superintendent and/or Designee

- The Superintendent or designee will interview at least the top three candidates, unless there is sufficient reason to interview a different number.
- It is best that the follow-up interview occur the same day, or day after, as the hiring administrator and the interdisciplinary team if possible. If there is an exceptionally large number of candidates, separate interviews with the Superintendent and/or designee may be arranged. If the Superintendent and/or designee is to interview on the same day as the hiring manager and interdisciplinary team, the interview schedule should be approved by the Superintendent and/or designee in advance so that they can be available.
- If asked about salary, the hiring manager may state only the starting salary or the salary range for a position. The Superintendent and/or designee shall discuss salary with the candidates.

5.6 Reference and Background Checks

In weighing and verifying individuals' qualifications for employment, the District conducts reference and background checks of all positions for employment.

- A. **Reference and Background Checks:** Information obtained from checking references and investigating an applicant's background is used to: (1) verify the accuracy of employment, academic, or background information provided by applicants; (2) identify and/or verify job-related accomplishments, skills, abilities, and characteristics that help establish the applicant's qualifications for employment; and (3) determine, evaluate, and ensure the applicant's overall suitability for the position in question. Reference and background checks normally are conducted by personal interviews, telephone contacts, and mail correspondence. At its discretion, District also can employ the services of a

- consumer-reporting agency to conduct an investigative consumer report on any applicant.
- B. **Confidentiality of Reference Information:** All information obtained from any of the reference sources listed by job applicants is kept strictly confidential by District. Access to such information is restricted to designated members of the School Board, Superintendent, or Attorney and supervisory or management officials of District who have a clear work-related reason for obtaining such access.
 - C. **Signing of Release Forms:** All applicants must sign general and specific release forms authorizing the release of information by former employers, educational institutions, or other organizations contacted by District as part of the reference and background checking process. Any applicant who refuses to sign a release form is no longer considered for employment.
 - D. **Penalties for Inaccurate or Fraudulent Information:** Any applicant who provides misleading, erroneous, or willfully deceptive information to District on an employment form or resume or in a selection interview is immediately eliminated from further consideration for employment.
 - E. **Adverse Information:** In the event an adverse hiring decision is based off of the information obtained, employee will be notified and provided with the Outside Reporting Agency's number and address where they may receive a copy of the report and a summary of his/her rights under the Fair Credit Reporting Act.

To be considered a qualified applicant, all candidates for positions with the District must provide the names, addresses and, the name of a Supervisor or contact person for the last three places of employment. Job candidates should be made aware that Lammersville Unified School District's evaluation of his/her qualifications and suitability for employment normally includes contacting these employment references to verify information provided in application forms, interviews, or resumes.

NOTE: A candidate's prior teaching experience is the most important predictor of success, more important than the interview. Care should be taken to invest adequate time and energy in checking references.

A minimum of three comprehensive telephone references are required (in addition to the pre-interview reference) for a candidate to be recommended to the Superintendent, unless the Superintendent agrees that fewer are needed. The hiring administrators must have at least one reference from either an administrator who has direct knowledge of the candidate's professional performance or a teacher who had direct supervision of the candidate's student teaching (in the case of an inexperienced teacher). The references must be recorded on the District telephone reference form (edjoinadmin). It is the responsibility of the hiring managers to spend sufficient time with the telephone references to obtain a thorough profile of the candidate.

For administrative positions, a visit to the candidate's home school is considered appropriate and a direct recommendation from the superintendent is required.

5.6 Disqualification

The District disqualifies an applicant from employment if he/she does not meet the minimum qualifications, knowingly has made a false statement on the application form or resume, or has committed fraud during the selection process.

5.7 Selection

Selection to fill a job vacancy with the best-qualified candidate is based on knowledge, skills, ability to perform the duties, and meeting the qualifications listed on the job description of the position. All selections will be made without regard to age, race, color, religion, creed, national origin, sex, marital status, disability, veterans status, pregnancy, gender, ancestry, medical condition, and/or any other protected group status.

The hiring manager (or interview team) will discuss the top candidates with the Superintendent or designee.

If, after discussion of the candidates, the hiring manager and/or interview team and/or Superintendent/designee determine that the candidates do not meet the minimum acceptable standard for recommendation to the Board, the position will be readvertised, and new applicants will be sought.

If two or more finalists for a position are judged to be equal, consideration will be given to the candidate with residency and/or previous experience in the District.

The Superintendent will determine which, if any, of the hiring manager's (and interview team's) top candidates is to be recommended to the Board. The Superintendent will not recommend to the Board a candidate other than one of the top candidates without the concurrence of the hiring administrators. If the Superintendent is not satisfied with any of the top recommended candidates, the hiring administrator will be directed to seek, screen and interview additional qualified candidates.

The Superintendent will recommend to the Board the person who in his/her opinion is the best candidate for the position.

When the candidate is called to be offered the job, the District Designee shall inform the candidate of the following:

1. Acceptance of the position is a contractual obligation with the District. The candidate may not accept any other position without the required legal notice to and release from the Lammersville Unified School District Board of Education.
2. Starting salary.
3. Starting date.
4. Scheduled date of Board appointment.
5. Required in-service training (School Year Calendar)
6. Required official support documents:
 - a. Required letter(s) of verification of previous professional employment
 - b. Required valid certification from CTC (Certificated Positions)
 - c. Required official transcripts of all college work.

Upon acceptance of the job by a candidate, the non-selected candidates who were not interviewed shall be notified by letter from the hiring administrator that the position has been filled by another candidate (through edjoinadmin).

Upon acceptance of the job by a candidate, all non-selected candidates who were interviewed and/or who are District employees shall be notified by an appropriate letter, e-mailed in a timely manner.

Immediately upon acceptance of the job by the candidate, the District Designee shall notify: 1) the Superintendent; 2) Hiring Manager; 3) H.R. Manager; 4) Appropriate Bargaining Unit President (if applicable).

Upon receipt of the successful candidate's hiring materials and background checks from the District Designee, the Superintendent shall have the candidate sign a notice of employment.

5.8 REQUIRED DOCUMENTATION

For a candidate to be recommended to the Board, the following materials must be provided by the hiring manager to the Superintendent:

1. Completed application and all support documents.
2. A minimum of two comprehensive telephone references (in addition to the pre-interview reference) on the District form (edjoinadmin).
3. To be eligible for employment with Lammersville Unified School District, applicants must be legally eligible to be employed in the United States as proven on the required I-9 form.

5.9 Employment Offers

Once the best-qualified candidate for the position is identified, the hiring manager completes the reference checks and submits the candidates name to the District Office. The District Office determines the starting salary that will be offered to the individual based on bargaining unions guidelines, years of experience, education, etc.

The District Office makes a verbal offer of employment to the candidate, which, if accepted, is followed by a written confirmation of employment terms by the School Board on an employment notification form. Both the verbal and written offers of employment are conditional offers as they are contingent on the District's verification and successful completion of any background check, and the submission of satisfactory employment eligibility documentation required by federal law as well as any post-offer examinations which may be required.

5.10 Acceptance of Employment

After an individual has accepted employment with Lammersville Unified School District, the District Office shall ensure that the necessary and proper paperwork is filed within the employee's personnel file.

5.11 Creating New Positions

In the event a new position is to be created by the direction of the Superintendent, the Supervisor is to prepare a job description of the new position's duties, qualifications, etc., which is to be submitted to the Superintendent for review and School Board approval. A Change/Vacancy – Personnel Action Order form must accompany the job description.

5.12 Promotion

Lammersville Unified School District attempts to fill all new and vacant jobs with current employees. All promotions are based on a comparative review of interested applicants' qualifications, ability and aptitude, and quality of past work performance. Only job-related factors are considered. In all its selection and employment processes, including promotion decisions, the District makes every effort to ensure all individuals equal employment opportunity. This means that all promotion decisions are made without discrimination on the basis of race, sex, national origin, age, religion, or physical handicap.

Lammersville Unified School District reserves the right to announce and advertise any vacant position, even if there are qualified employees who may be promoted. After reviewing all applicants, Lammersville Unified School District may choose to promote or hire from outside the District based on the most qualified candidate and in the best interest of the District.

5.12.1 Job Assignment-Promotions and Transfers

Professional personnel will be assigned on the basis of their qualifications and the needs of the School District. The assignment or transfer of professional staff to positions in other schools of the District or within the person's assigned school will be made by the Superintendent giving consideration, but not limited to the following criteria:

1. The contribution that staff person would make to students in the new assignment.
2. The qualifications of the employee as compared to those of other candidates for the position to be filled.
3. The opportunity for professional growth.
4. The desire of the employee regarding the new assignment.
5. The availability of a qualified replacement for the position vacated by the transferring teacher.

Ref: Bargaining Union Contracts

Policy 6

Personnel Records

6.0 Personnel Records

All paper-based documents relating to the District's personnel record systems are kept in secure locked files in the District Office. Individuals wanting access to the personnel files must obtain approval from the Superintendent or designee before access to personnel file information is granted. In collecting, maintaining, and disclosing personnel information, the District strives to

protect employees' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's file or record.

6.1 Confidentiality of Information

The District treats information about employees as confidential and respects the need for protecting each employee's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using or releasing personal information about the organization's employees.

6.2 Employees' Access Rights to Personnel File Information

All employees can review the information contained in his/her own personnel file. Employer shall, within a reasonable time after receipt of a written request from an employee, permit such employee to inspect and copy, at employee's expense, their personnel file, if such exists. The inspection shall occur not more than twice a year and shall take place during regular working hours.

Records for Review

Employees generally have access to the following types of records:

- A. Employment applications and supporting documents to the application
- B. Personnel action forms, including those for hiring, promotions, salary changes, and job title changes
- C. Form I-9, Employment Eligibility Verification Form, and other documents related to employment eligibility
- D. Form W-4 and related tax withholding information
- E. Time cards and attendance records
- F. Performance evaluations/observations
- G. Awards and commendations
- H. Accident reports
- I. Warnings and reprimands (excluding documents prepared in connection with investigations or other documentation to support reprimands)
- J. Grievances filed by the employee
- K. Medical records (NOTE: At its discretion, the District can release medical records to a physician of the employee's choosing rather than to the employee)
- L. Workers' compensation information
- M. Fringe benefit enrollment and election forms, including designation of beneficiary forms
- N. Pension and retirement forms
- O. Emergency contact information
- P. Biographical information

NOTE: The District retains documents in accordance with record retention requirements under federal and state law. After the expiration of the applicable retention period, the records are destroyed. Consequently, certain historical documents might not be available for review.

The following types of documents may not be part of an employee's general personnel records and may not be accessible to employees:

- A. Pre-employment reference checks, and memoranda secured from the employee's prior employers or persons who are not current employees of the District
- B. Medical records created or obtained by the District that an employee can obtain directly from his or her physician or directly from a health care provider
- C. Records relating to investigations of policy violations, prohibited conduct, or criminal offenses
- D. Documents developed or prepared for use in grievance or court procedures
- E. Documents related to staff planning or business planning, including management succession plans, management bonus plans, and job assignment plans

6.3 Accuracy of Employee Information

To ensure that the District's personnel files are up-to-date and contain accurate, complete information, employees are required to notify his/her Supervisor of any changes that need to be made in the following categories: name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, or individual to notify in case of an emergency.

Policy 7

Hours of Work and Compensation

7.0 General Policy

It is the intent of the Superintendent to create a standard workweek within which an employee is expected to perform District services. The Superintendent also realizes that emergency and extenuating circumstances may arise in which an employee is required to work variable hours. Nothing within this policy is meant as a guarantee to the number of hours, either daily or weekly, that an employee may be required to work. However, it is the Superintendent's intent that every employee be treated equally and fairly when expected to work odd or extended hours.

7.1 Standard Workweek

The standard forty- (40) hour workweek, unless otherwise stated, for the purpose of calculating pay and overtime for nonexempt employees, shall be Saturday at 12:01 a.m. and continues through Friday at 12:00 midnight.

7.2 Standard Workday

Operating hours for Lammersville Unified School District are 7:30 to 5:00, Monday through Friday. These hours are to accommodate our students, parents, and community. There will be events that occur that will be outside of the normal workday due to school activities.

7.3 Rest/Duty Free Periods

LTA:

1. Unit Members shall receive a duty-free lunch period of at least thirty (30) minutes.

CSEA:

1. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period and shall be at the rate of fifteen (15) minutes per four (4) hours assignment. After six (6) hours, employees shall be entitled to a second 15 minute rest period. For every additional four (4) hours beyond eight (8) hours worked, the employee shall be entitled to an additional fifteen (15) minute rest period.
2. Bargaining unit members shall not leave the site, or an appropriate adjacent area, at which they are assigned to be working at the time the authorized rest period occurs. Before taking a rest period, unit members shall secure their materials, supplies, and equipment.
3. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.

7.4 Pay Period and Pay Day

Employees are paid on a monthly pay schedule, paid on the last working day of each month.

7.5 Time Reports

Each nonexempt employee is required to report their absences to SubFinder to keep a record of all vacation, sick leave, personal leave, school business, compensatory time, etc., for the purpose of calculating and issuing pay checks. Every employee and his/her Supervisor must sign the monthly SubFinder absence verification report to verify that all entries are accurate. Intentional falsification of the SubFinder Reports may result in disciplinary action.

7.6 Payroll Deductions

Lammersville Unified School District is required to withhold Federal Income Tax and Social Security (FICA) from each employee's paycheck. Other deductions include contribution to the employee's retirement plan, health insurance and other withholdings required by law or pre-selected by the employee.

7.7 Wages and Job Descriptions

Lammersville Unified School District's compensation program is designed to achieve the following goals:

1. Ensuring fair and consistent pay practices
2. Complying with applicable federal and state laws and regulations
3. Operating within the constraints of the District's budgetary process and financial resource limitations
4. Ensuring administrative efficiency
5. Allowing the District to offer competitive salaries relative to the labor markets in which the District recruits

District job description will identify the Typical Duties and Responsibilities, the minimum qualifications required to obtain the position, any pertinent certifications necessary, as well as detailed information on mental and physical attributes, which are required or highly suggested for the position.

7.8 Overtime / Compensatory Time

Nonexempt class 3 employees may be required to work overtime when determined necessary by his/her Supervisor or the Superintendent with pre-approval. Overtime is defined as time that is worked in excess of the standard forty (40) hour workweek or over eight (8) hours per day, but does not include hours paid but not worked such as holidays, vacation time, sick leave, personal leave, etc.

All overtime must be authorized by the employee's Supervisor prior to the working of such hours except in an emergency. Overtime is to be authorized only if the work cannot be otherwise done during the normal working hours. Insofar as possible, the opportunity to work overtime shall be distributed as equally as practical among employees in the department. Accrual of overtime without prior authorization may result in disciplinary action.

Overtime compensation for all nonexempt employees shall be at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

CSEA Contract: 9.3 Overtime:

- A. Each employee performing overtime shall be compensated in wages or granted compensatory time off at a rate of time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any day or in any one shift, or in excess of forty (40) hours in any week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For employees with a normal workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.
- B. A District manager/administrator may approve time off in lieu of cash compensation provided it does not impair the services of the District. Such time off shall be referred to as "compensatory time off." Such compensatory time off shall be taken within the same workweek in which the overtime was worked, or the workweek immediately following.
- C. The manager may, within the number of hours of the normal workday and workweek, authorize variations in the daily schedule of the employee provided it does not impair the services of the District.
- D. For purposes of computing the number of days worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave shall be considered as time worked by the employee.

7.9 Expense Reimbursement

Whenever School District employees are requested to travel by motor vehicle within the District, other than to or from work, on official school business, a school vehicle will be provided at the

discretion of the administration or if a vehicle is not available, mileage at a rate set by the School Board shall be paid.

Mileage, such as to the post office each day, may be figured at a weekly rate but based on an accurate daily figure.

Board Policy 3350 Travel Expenses

The Governing Board recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

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

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Board.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on district-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

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

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the Superintendent or designee. (Education Code 44033)

The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee who is entitled to the expense reimbursement.

The Superintendent or designee shall establish a per diem allowance for meal costs incurred while traveling on district business based on the location and hours of travel. The per diem allowance shall not exceed the standard meal allowance for business-related travel prescribed for federal income tax purposes. The following meal rates have been established for each day of travel for district related business:

Breakfast: \$9.00

Lunch: \$15.00

Dinner: \$25.00

Any expense that exceeds the maximum rate of reimbursement established by the district shall be reimbursed only with the approval of the Superintendent or designee.

All expense reimbursement claims shall be submitted on a district form, within 10 working days following return from travel when possible. The form shall be accompanied by receipts and any explanation necessary to document that the expenses meet district criteria for reimbursement.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to district business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When approved by the Superintendent or designee, an employee may be issued a district credit card for use while on authorized district business. Receipts documenting the expenses incurred on a district credit card shall be submitted promptly following return from travel. Under no circumstances shall personal expenses be charged on a district credit card, even if the employee intends to subsequently reimburse the district for the personal charges.

7.13 Substitute Pay

Whenever a substitute teacher has a valid certificate on file in the District Office and is fully credentialed by the Department of Education in the position in which the individual is substituting will be paid on the following scale:

Partial Day Rate (3 ½ or less hours in assignment)

\$55.00 Per Day

Full-Day Rate

\$115.00 Per Day

\$130.00 Per Day; Effective 16-25 Consecutive Same Class Assignment (no retro)

\$150.00 Per Day; Effective 26+ days in a Consecutive Same Class Assignment (no retro)

Incentive Full-Day Rate

\$130.00 Per Day; Pay Agreement to work on Specific District Designated Professional Development Days

The School Board shall determine substitute teacher and support personnel pay when other salaries are determined.

- A. **Certified Teacher Substitute**— A person with a valid Teaching Credential or 30-Day Substitute Permit.

** Lammersville Unified School District specifically reserves the right to repeal, modify or amend any of these policies with or without notice.*

Policy 8

Benefits

8.0 Insurance, Retirement and Workers' Compensation

The benefits that follow are those offered by Lammersville Unified School District. Please refer to the necessary employee classification, as some or most of the benefits are afforded to the respective individual employee classification. Full details of the group insurance plan can be obtained from Management.

Lammersville Unified School District offers a comprehensive and competitive benefits package to all employees. Participation with any of the benefit programs is a decision of each individual employee.

8.0.1 Health Insurance

The Lammersville Unified School District participates in an employee's group health care plan as determined by each bargaining unit. If an employee is hired within the first half of the month, insurance coverage will begin the first of the following month. If an employee is hired within the second half of the month, insurance coverage will begin the first of the month following 30 days employment. This ensures enough salary has been earned to deduct the required insurance premiums.

8.0.2 Extended Health Coverage (COBRA)

In the event of an employee's termination of employment (except for gross misconduct) or reduction of hours, the employee, spouse, and dependent children are entitled by law to purchase continuing health care coverage under Lammersville Unified School District's group plan for up to 18 months. If the employee or any family member is disabled, the disabled individual and non-

disabled family members are entitled to an additional 11 months of continuation coverage. In the event of an employee's death, divorce, or legal separation, or a retiree losing coverage under Lammersville Unified School District's group plan, the spouse and dependent children of the employee or retiree have the option of purchasing continuing coverage under District's group health plan for up to 36 months.

Employees or qualified beneficiaries electing extended coverage (COBRA) are responsible for paying the cost of the extended health care coverage. The purchase price of continuing coverage is the full cost of the premium Lammersville Unified School District pays for similarly situated active employees, plus administrative costs. During the 11 months of extended coverage for disabled employees or their family members, the cost of the premium rate may increase. By enrolling in the Health Care Continuation Plan (COBRA), employees and his/her family members receive the benefit of purchasing the same extensive coverage provided to active employees at favorable group rates.

This continuing coverage terminates before the expiration of the 18-, 29-, or 36-month period if the employee or qualifying family members become covered under another group health plan that provides comparable benefits and does not penalize the newly covered individual(s) for preexisting conditions. Lammersville Unified School District's continuing coverage also terminates if premiums are not paid on time or if Lammersville Unified School District discontinues all of its group health plans for all employees.

In order for Lammersville Unified School District to meet its legal obligations in providing continuing health care coverage, all employees must inform his/her Supervisor within 60 days of a change in status such as divorce or legal separation or when a dependent child reaches 26 years of age. It also is essential that the Supervisor have a current address for all employees and family members. This policy statement is a brief description of the Health Care Continuation Plan and does not fully explain employees' rights. Employees should read the notice he/she receives when he/she first enrolls in the group health plan or the Summary Plan Description for a full explanation. Copies of the notice and Summary Plan Description can be obtained from the Business Department.

8.0.3 Retirement Benefit

Eligible regular full-time employees of the Lammersville Unified School District are eligible. A deduction will be made on gross salary equal to the mandatory rate set by the STRS or CalPERS. A contribution is also made by the District. Employees are eligible to participate in supplement retirement system on their own through an outside insurance organization.

8.0.4 Dental Insurance

The Lammersville Unified School District participates in an employees group dental care plan. As a participant in a group dental care plan, this District pays an employee benefit as negotiated by the bargaining units and the Lammersville Unified School District. All eligible District employees shall participate in the District's group dental care plan.

8.0.5 Workers' Compensation

A. Report of Injury Required—Any employee involved in any on-duty accident shall immediately report the accident and any physical injury sustained to his/her Supervisor. When required by Lammersville Unified School District, the employee shall complete an accident report on forms furnished by Lammersville Unified School District and shall supply all available names and addresses of witnesses of accident.

The employee shall receive a copy of the accident report that is submitted to the employer. Failure to comply with this policy may be grounds for disciplinary action by Lammersville Unified School District. All employees shall also immediately report all safety hazards to his/her Supervisor. The District will report all claims to the designated insurance company.

B. Compensation and Benefits—In cases where workers' compensation reimbursement is paid, employees may utilize leave to subsidize the difference between workers' compensation benefits and the amount of their regular wage. Employees may not utilize the sick leave bank while on a workers compensation leave. Additional accumulation of sick or annual leave will not be permitted while the employee is on a workers' compensation leave. Lammersville Unified School District shall not participate in retirement benefits for an employee while the employee is absent from work because of a work-related illness or injury. All benefits will continue upon return to work. Employee will be required to provide sufficient certification or signed medical release to return to work.

8.1 Vacation

- A. **All qualified Class 1 and Class 3 full-time employees** are encouraged to take annual vacation leave each year, as it promotes rejuvenation and a positive work environment.
- B. **Scheduling of Vacation-** Vacation leave must be scheduled with the employee's Supervisor at the earliest possible time prior to the use of such leave. Lammersville Unified School District reserves the right, within reason, to disapprove requested time for vacation leave for the purposes of maintaining the workforce during heavily scheduled work periods. However, the District will make every effort to accommodate employees' requests for time off. Vacation days will be assigned on a first-request basis. In the event two or more employees request the same time off, the employee with the most seniority will be given the dates.
- C. **Accruing Vacation-** CSEA Contract 16.1 Vacation Leave:
Vacation leave for full time employees working 40 hours per week and 12 months per year shall be earned and accumulated on a monthly basis in accordance with the following annual schedule. An employee must have served the required probationary period in his or her classification in order to begin accruing vacation leave.
- | Years of Service | Vacation Leave |
|------------------|----------------|
| 1 - 2 | 80 hours |
| 3 - 10 | 96 hours |
| 11 + | 120 hours |
- D. **Salary in Lieu of Vacation-** Class 3 employees who terminate, retire, or who are placed on a leave of absence may receive pay for earned but unused vacation. In the event of death, earned but unused vacation will be paid to that employee's estate. Active employees are not eligible for salary in lieu of vacation.

- E. **Minimum Vacation Used-** Employees qualified for vacation must take vacation leave in no less than 2-hour increments.
- F. **Family Medical Leave-** Employees must use all accrued leave while on FMLA and prior to going on an unpaid FMLA.

8.2 Sick Leave

Board Policy 4161.1 Personal Illness/Injury Leave:

Full-time (Class 2) employees are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Employees working less than five school days per week shall be granted comparable sick leave in proportion to the time they work. (Education Code [44978](#))

Board Policy 4261.1 Personal Illness/Injury Leave:

A classified (Class 3) employee may use personal illness or injury leave granted by the district for the following purposes:

1. Absences caused by accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact during the performance of the employee's duties with other persons having a contagious disease (Education Code [45199](#))
2. Absences due to pregnancy, childbirth, and recovery (Education Code [45193](#))
(cf. [4161.8/4261.8/4361.8](#) - Family Care and Medical Leave)
3. Cases of personal necessity as specified in Education Code [45207](#). Follow the Personal Necessity Review Process.
(cf. [4161.2/4261.2/4361.2](#) - Personal Leaves)
4. Medical or dental appointments, in increments of not less than one hour
5. Cases of industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code [45192](#))
(cf. [4261.11](#) - Industrial Accident/Illness Leave)
6. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child, up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code [233](#))

Accrual of Leave

Any classified employee employed five days a week is entitled to 12 days leave of absence, with full pay, for personal illness or injury per fiscal year. An employee who serves less than a full fiscal year or fewer than five days a week shall be granted comparable leave in proportion to the time he/she works. (Education Code [45191](#))

(cf. [4161/4261/4361](#) - Leaves)

(cf. [4161.9/4261.9/4361.9](#) - Catastrophic Leave Program)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new employee shall not be entitled to more than six days of such leave until he/she has completed six months of active service with the district. (Education Code [45191](#))

Unused days of personal illness or injury leave shall be accumulated from year to year without limitation. (Education Code [45191](#))

At the beginning of each school year, each employee shall be notified of the amount of leave which he/she has accumulated.

Upon employment with the district, a new classified employee shall receive credit for any personal illness or injury leave accumulated in a previous school district, county office of education, or community college district if he/she left employment with that district within the previous year and had been employed by the previous district for at least one year. If the employee's previous employment had been terminated for cause, the Governing Board may determine whether to accept the transfer of the accumulated leave. (Education Code [45202](#))

An employee who does not complete a given year of service shall be charged for any unearned personal illness or injury leave used as of the date of termination.

8.2 Family Medical Leave

Please see the site administrator and the District Office for more information regarding Family Medical Leave Act. Anything not included covered by federal or state regulations will be adhered to according to the law.

8.2.1 Introduction

The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of 12 weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

1. Upon the birth of the employee's child
2. Upon the placement of a child with the employee for adoption or foster care
3. When the employee is needed to care for a child, spouse, or parent who has a serious health condition
4. When the employee is unable to perform the functions of his or her position because of a serious health condition

If the employee is entitled to paid personal leave or vacation leave, the employee must use accrued leave during the 12-week leave required by law.

8.2.2 Definitions

1. Child: An adopted child, a foster child, stepchild, ward of person who is under age 18 or is over age 18 but incapable of self-care because of a mental or physical disability and of whom the employee has custody.
2. 12-month period: The calendar year commences the first day of the leave and ends one upon the completion of a full year. It is a calendar year measuring forward. For example, if the leave starts January 1, 2001, the 12-month period is January 1, 2001 through December 31, 2001; if the leave takes place on May 13, 2001, then the 12-month period is May 13, 2001 through May 12, 2002 etc.
3. Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility, or continuing treatment by a doctor.

4. **Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota, or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.
5. **Instructional Staff:** "Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

8.2.3 Eligible Employees

To be eligible for absence under the FMLA, the employee must have been continuously employed by the DISTRICT for a 12-month period immediately preceding his/her request for absence and during that 12-month period must have worked at least 1,250 hours. The onset of the leave will commence after 3 consecutive absences and in accordance with FMLA standards.

8.2.4 Notice

Employee is required to provide the employer with 30 days' notice of absence when it can be reasonably foreseen.

8.2.5 Certification

Requests for leave due to a serious medical condition of the employee or qualified member of employee's family shall be verified by the certification of a qualified health care provider; this certification shall contain the following:

- A. The date when the serious health condition began
- B. The probable duration of the condition
- C. The appropriate medical facts within the knowledge of the health care provider regarding the condition
- D. If the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his or her position
- E. If planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment
- F. If the leave request is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be

8.2.6 Effect on Pay and Benefits

During the term of *unpaid* Family or Medical Leave, no pay or other benefits shall accrue, with the exception of any group health benefits that were in effect at the time of commencement of such

leave or new group health benefits which are provided by the employee during the FMLA leave. Group health insurance shall be continued in force for the duration of family or medical leave and the District shall continue to pay that portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums he/she normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Business Manager of the District no later than the last working day of the month prior to the next following month of insurance coverage.

During the term of **paid** Family Medical Leave, eligible employees shall accrue vacation and sick leave (please see Policy 8.1). Employee health insurance benefits shall continue to be in effect with or without pay. The District shall continue to pay their portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums he/she normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Business Manager no later than the last working day of the month prior to the next following month of insurance coverage.

8.2.7 Failure to Provide Certification

Employee may lose eligibility of the Family Medical Leave Act if proper certification is not completed prior to onset of leave or within 15 days of the onset of the serious health condition.

8.2.8 Return to Work

When an employee is out on FMLA due to a Serious Health condition, employees are required to provide a medical certificate attesting to his/her fitness for duty before being restored to employment. Failure to provide this certificate may delay an employee's return to work.

8.2.9 Failure to Return to Work

If the employee fails to return to active DISTRICT employment upon the expiration of the maximum 12 weeks of leave provided under this section, the employee shall be responsible for repayment of any employer-paid health care premiums unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to his/her inability to return to active employment.

8.2.10 Effect of Reemployment and Other Rights

Upon expiration of a duly authorized absence under this section, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his/her rights under the Family and Medical Leave Act.

8.3 Sick Leave Bank

Sick leave bank for Class 2 employees is stipulated in their bargaining union contract.

8.4 Maternity Leave

Education code and bargaining union contracts will be following for maternity leave.

8.5 Personal Leave

Regular employees shall be entitled to seven (7) days of personal leave per year without pay deduction as long as enough sick leave is available to the employee. Any requests for such personal leave shall be made to the supervisor of such employee and shall be subject to approval. Nothing herein shall prevent the allowance of emergency leave approved by the superintendent after sufficient cause has been indicated. Bargaining unit contracts will be followed.

8.6 Personal Leave of Absence without Pay

Please see the specific bargaining union contract for the procedure to request a specific leave of absence without pay.

8.7 Extended Leave of Absence/Sabbatical (Class 1 and Class 2 Only)

Request for extended leave of absence not classified, as emergency or legal leave, will be made in writing thirty (30) days in advance to the superintendent of schools. Upon approval by the Superintendent requests will be placed on the agenda of the regular board meeting. Request may be approved only by the School Board.

An extended leave of absence which is approved by the School Board and which is not an emergency or legal leave will result in loss of pay for the number of days absent beyond available personal leave. Loss of pay will be determined by dividing the number of legal days of school in the school calendar into the regular salary of the employee requesting the leave to receive a daily rate of pay for each day taught and reducing the total salary by this amount for each day of absence.

Employee benefits shall not be provided or accrued, but the employee may retain the group insurance by paying full monthly premiums. Upon return from leave, the employee shall retain any sick leave accumulated prior to the leave of absence. Increases in salary will not be granted during the leave of absence. However, in granting a leave of absence to an eligible employee, the School Board obligates itself to offer to the employee as soon as possible, upon termination of leave, employment of as nearly comparable status as possible at the time.

Extended emergency or legal leaves approved by the School Board may be granted with loss of pay for substitute pay or with loss of sick leave without loss of pay.

An eligible employee with three (3) or more years of satisfactory continuous service with the District may be granted a leave of absence not to exceed one (1) academic year for care of the immediate family, for the purpose of furthering professional growth by means of further study or

by a unique situation peculiar to the individual concerned. Each situation requires prior Board approval.

Application for a leave of absence shall be made in writing prior to May 1st preceding the year for which such leave is granted. Notification of the Board's decision on the leave will be given thirty (30) calendar days after the date of application. This leave of absence is granted without pay. If enrolled in academic study, the individual must carry a minimum of twelve (12) hours in his major preparation or full-time student status each semester as defined by the institution he is attending.

The number of leaves of absence granted during any one school year will be limited to no more than two employees per year providing suitable replacements are obtained. The employee must notify the District by March 1 of his/her intent to return for the following school year.

8.8 Bereavement Leave

Regular full-time employees will be provided three (3) to five (5) days to be used in the case of a death in the immediate family. The immediate family is defined as: a child, spouse, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, aunt, uncle, niece, nephew, cousin, or any member of the support staff's household not previously listed.

8.9 Holidays

Lammersville Unified School District recognizes and observes eleven (11) holidays as paid holidays for 12-month staff.

Allowed holiday pay shall be defined as the normal work hours for the eligible position of compensation based on employee's regular rate of pay. Holiday Pay shall not be used in the computation of overtime.

8.9.1 Employees on Leave

An employee on vacation during a holiday will receive holiday pay and will not be charged for that day as vacation. An employee who is on a paid personal leave will be eligible for holiday pay for a designated holiday observed during the leave of absence.

An employee who is on unpaid leave of absence will not be eligible for holiday pay for a designated holiday observed during the leave of absence.

8.16 Civic and Charitable Duties

Regular employees may be excused up to two days at the discretion of the Superintendent to discharge civic responsibilities in which he/she has achieved leadership. Upon written request to the superintendent, additional days of leave may be granted to perform civic functions. All such leave taken shall be charged against the employee's available sick leave.

Policy 9

Performance Evaluations

9.0 General

Evaluations will be performed as bargaining union contract delineates. Performance evaluations are designed to provide the employee with a record of his/her performance, to encourage professional growth and to promote communication between the Supervisor and the employee. Performance appraisals will be conducted a minimum of once during the employee's training period (at the conclusion).

The performance evaluations are to be structured to each employee's position. The purpose of the evaluation is to commend strengths, address weaknesses, suggest ways to improve, and to discuss employee goals and objectives. Evaluations will be conducted in a private meeting between the employee and his/her Supervisor. Employees are required to sign his/her evaluation and will receive a copy. Signing does not imply agreement but that the contents have been made known or discussed with the employee.

9.1 Class 1 Evaluations

All Class 1 Employees must establish their annual professional goals based on the School District areas of concentration and submit to the Superintendent by October. Performance of Class 1 employees are reviewed with their immediate supervisor. Employees that are not recommended for employment for the next school year will be brought to the School Board by the Superintendent at a meeting before March 15. Employees will be given written notice of whether the District will not be offering to them a new employment contract for the next succeeding school year on or before March 15.

9.2 Class 2 Evaluations

It is the intent of the School Board to provide performance evaluation which monitors all aspects of teaching. The ultimate goal of this appraisal is to improve teaching and to encourage professional growth. A cooperative approach toward evaluations will be maintained between teachers and administrators. The performance evaluation will treat all personnel with respect, dignity and consideration.

See LTA Contract for specific evaluation procedures of employees.

9.3 Class 3 Evaluations

See CSEA Contract for specific evaluation procedures of employees.

9.4 Disciplinary Responsibility

Management should assume major responsibility for discipline in their respective areas. Group punishments should be used with discretion.

Board Policy 4118 Suspension/Disciplinary Action

The Governing Board desires that all employees exhibit professional and appropriate conduct and serve as positive role models at school and in the community. Unacceptable conduct shall be subject to disciplinary action in accordance with law, collective bargaining agreement, Board policy and administrative regulations.

(cf. [4141/4241](#) - Collective Bargaining Agreement)

The Superintendent or designee shall develop administrative regulations that identify types of misconduct and possible consequences. Disciplinary actions may include, but not be limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave and dismissal.

The Superintendent or designee may take disciplinary action as he/she deems appropriate in light of the particular facts and circumstances involved. He/she shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. [1312.1](#) - Complaints Concerning District Employees)

(cf. [4030](#) - Nondiscrimination in Employment)

(cf. [4032](#) - Complaints Concerning Discrimination in Employment)

(cf. [4117.4](#) - Dismissal)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

Policy 10

Communicable Diseases

10.0 General Policy

The Board recognizes its responsibility to provide a clean and healthy environment for students and school employees. The determination of whether an infected employee be excluded from work activities shall be made on a case-by-case basis, under the direction of the principal/building administrator or designee.

In situations where the decision requires additional knowledge and expertise, the principal will refer the case to an advisory committee for assistance in determining the proper course of action. The advisory committee may be composed of:

1. A representative from the State Health Department;
2. The employee's physician;
3. The employee and/or designee;
4. The school health service's supervisor;
5. The superintendent or designee; and
6. Other appropriate school personnel.

In making the determination, the advisory committee shall consider:

1. The physical condition of the school employees;
2. The expected type(s) of interaction with others in the school setting;

3. The impact on both the infected school employee and others in that setting;
4. The South Dakota Department of Health guidelines and policies;
5. The status of certification of the employee as is promulgated in SDCL 12-43-3 and SDCL 13-43-3.3;
6. The recommendation of the County Health Officer, which may be controlling;
7. Information regarding the infected employee which is deemed part of his/her personnel records, therefore is classified as "Confidential" as required by SDCL 1-27-3.

The advisory committee may officially request assistance from the State Department of Health.

10.1 Students/Employees Infected

If employment of an infected employee is to be interrupted or discontinued, the employee will be entitled to use available medical leave and receive available benefits. Public information will not be revealed about the employee who may be infected.

If the employee is permitted to remain in the school setting, the principal will follow the following procedure.

1. Information will be provided, as appropriate to school employees who have regular contact with the employee/student, as to the medical condition and other factors needed for consideration in carrying out job responsibilities.
2. Health guidelines for work attendance are established and interpreted within the context of the case.
3. The guidelines are not inclusive but are available to be used as a resource.
4. School personnel will refer to school health professionals for specific judgments in interpreting the guidelines.
5. Specific health concerns may require the advisory committee to make a determination on school attendance or participation in school activities.

10.2 Blood Borne Pathogens

These are the instructions for appropriate handling of blood and body fluids. Hand washing after contamination, food preparation and health/hygiene care performed in different sink and work areas, maintenance cleaning and other personal hygiene measures are part of creating a healthy environment.

The School District regardless of whether employees or children with AIDS/ARC or HTLV-111 antibody are known to be in attendance, adopts the following procedures for handling blood or body fluids.

1. School health care workers, and other employees should be educated about these procedures.
2. Interior surfaces soiled with blood, vomitus, urine, feces or saliva should be promptly cleaned with a detergent, followed by a disinfectant such as a freshly prepared solution of household bleach (sodium hypochlorite) which is both inexpensive and very effective.

3. Concentrations ranging from a 1:10 dilution to 1:100 dilution of bleach to water are effective, depending on the amount of organic material present on the surface to be cleaned and disinfected.
4. After removal of the major portion of the spill with a detergent, soiled surfaces can also be decontaminated with other germicides that are approved and registered by the US Environmental Protection Agency (EPA) as "hospital disinfectants" capable of killing tuberculosis germs.
5. Information on specific commercial germicides can be obtained by writing to the Disinfectants Branch, Office of Pesticides, Environmental Protection Agency, 401 M Street, and S.W., WASHINGTON, D.C. 20460.
6. Disposable towels or tissues should be used whenever possible and disposed of properly, and mops should be rinsed in the disinfectant.
7. Cleaning personnel should always avoid exposing any open skin lesions to blood or body fluids and should wear disposable gloves when cleaning up spills. In any setting involving the exposure of blood and body fluids soaked item (e.g., sanitary napkins, towels, used bandages and dressings) should be disposed of in sealed plastic bags.
8. Laundry and dishwashing cycles commonly used in school facilities and commercial establishments are adequate to decontaminate linens, dishes, glassware, and utensils.

Policy 11

Separation from Service

11.0 General Procedures

All employees who are leaving his/her job with Lammersville Unified School District for any reason are asked to participate in an exit interview. On an employee's last day of employment, he/she is required to return all District property to his/her Supervisor. Final paychecks are mailed to a worker's home address or directly given to the employee on the next regular payday. Lammersville Unified School District makes every effort to ensure that all terminations and separations from employment are conducted in accordance with all provisions and requirements of applicable federal and state laws.

11.1 Definitions

- A. **Voluntary Separation:** Written resignation, extended absence without proper notification, approved leave of absence, or retirement. The employee initiates voluntary separation.
- B. **Involuntary Separation:** Layoff or discharge of an employee. An employee does not initiate involuntary separation.

11.2 Return of District Property

Employees are expected to return all District property at the time of his/her departure from service. Lammersville Unified School District reserves the right to withhold from the employee's final paycheck the amount for any property that is not returned or for which there is no explanation for the absence of the property. Lammersville Unified School District may take further action if necessary to recover District property.

In the event that the employee owes the District money, the employee will be notified of the amount owed. The District will work with the employee on a reasonable repayment plan.

11.3 Voluntary Separation

11.3.1 Resignation

Lammersville Unified School District employees may resign from District service by giving his/her Supervisor written and signed notification of his/her resignation at least two (2) weeks in advance of his/her leaving District service. In extenuating circumstances, the Supervisor may accept the employee's resignation as taking effect immediately. Appropriate paperwork will be completed prior to the employee's last working day, including but not limited to retirement, insurance, payroll, etc.

11.3.2 Unnotified Absence

If an employee is absent for more than two (2) consecutive days without proper notification, he/she shall be considered to have voluntarily resigned his/her position with Lammersville Unified School District. Re-instatement upon presentation of extenuating circumstances or reason for such absence shall be at the discretion of the Superintendent.

11.3.3 Retirement

Employees are asked to notify his/her immediate Supervisor at least one month before his/her planned retirement date. During that time, the employee will be given the appropriate paperwork for retirement purposes.

Appendix I

Collective Bargaining Agreements

I.1 Role of Lammersville Unified School District in Contract Agreements

The District has recognized the Lammersville Teacher's Association (LTA) and California State Employee Association Chapter #873 (CSEA) as the exclusive bargaining agents for the Class 2 and Class 3 employees within their respective bargaining units, and has entered into written collective bargaining agreements (CBA) with each of them. The District has thereby accepted the principle of collective determination of wages, hours, and conditions of employment, to be exercised in accordance with the principles set forth in the bilateral, contractual agreements to which the District is a party. The District enters into these agreements in good faith, and it is its policy and intent to abide by the letter and the spirit of the agreements. Each supervisor/manager should become acquainted with the provisions of the agreements covering employees in his or her area of responsibility.

I.2 Interpretation of Contract Language

While the agreement outlines the principal terms negotiated between the District and the union, it may not cover every situation. From time to time, specific circumstances arise which require

interpretation of the contract language. Such interpretation may lead to controversy, which in turn may lead to the need for resolution through the grievance procedure of the agreement. However, mutually acceptable interpretation generally is agreed upon between the District and the representatives of the union. When such interpretations are reached which could affect the supervisor-employee relationship, supervisors will be advised.

This Manual will cover the employees where there is no written contract and may be helpful in answering issues not specifically covered in the union agreements. Questions relating to union matters and interpretations of union agreements or contract language should be referred to the Superintendent or his/her designee.

I.3 Policy Against Discrimination Because of Union Activity

It is contrary to District policy for any representative of the management of the District to discriminate against any employee because he or she is a member of a union or active in a union. This policy applies to consideration for promotion and or transfer, assignment of job duties, discipline, and other related decisions that are the responsibility of the supervisor.

I.4 The Role of the Union Steward

The union representative, or Steward, is an elected spokesperson for a group of employees in a particular work area. It is the representative's duty to look after the members' interests, both within the union, and in their collective bargaining relationship with the District. A sincere and well-intentioned Steward who has the confidence of the employees can help to prevent misunderstandings and may often settle complaints before they become formal grievances. Wherever possible, a cooperative and reciprocal relationship should be established wherein the supervisor and the Steward can work together to the benefit of both the employees and the District. The supervisor can help to promote this relationship by discussing anticipated changes and developments with the Steward, giving courteous attention to the Steward's views on matters affecting employees, and otherwise showing that the Steward's position and role is recognized and respected. However, the supervisor should not permit the steward to share in managerial decisions or to substitute for the free and natural exchange between supervisor and employee which is essential to a good employment relationship.

I.5 Time Off for Union Business

In general, it is the policy of the District to accommodate requests for time off for union business to the extent that such requests are reasonable and legitimate. Election to union office, however, does not entitle an employee to leave his or her work whenever he or she or the union considers it appropriate. All time spent on Union activities must be approved by the Supervisor.

I.6 Conduct Expected of Supervisors

A supervisor is expected to control the activities of his or her work area and the conduct of personnel for whom he or she is responsible in an effective and reasonable manner when union business is involved. The supervisor also is expected to respect the rights of the union and its representatives.

If a union representative requests time off for union business, a limited but reasonable period of time should be granted if the lost time will not be in conflict with the interest of the work. If the workflow will not permit the Steward to be released at the time requested, then another time period should be arranged that is mutually convenient and practical.

A union Steward from another department may ask to visit the work area to conduct union business. He or she should be accommodated if reasonable adjustments to the work schedule can be made at the time requested. If the work may not be reasonably interrupted at the time requested, then a more appropriate time should be arranged with the representative.

Personnel Policy and Procedures Manual**Acknowledgment Form – EMPLOYEE COPY**

This will acknowledge my receipt of Lammersville Unified School District's Personnel Policy and Procedures Manual and my responsibility to become familiar with its contents. I further understand and agree to the following:

1. This handbook represents a brief summary of some of the more important District policies relative to employment, but not intended to be all-inclusive of District policies or practices.
2. Lammersville Unified School District retains the sole right in its business judgment to modify, suspend, interpret, or cancel, in whole or in part, at any time, and with or without notice, any of the published or unpublished personnel policies or practices.
3. Lammersville Unified School District does not recognize verbal or implied contracts for employment. Only the School Board has the authority to enter into any agreement of employment for specified durations. The Superintendent shall have the authority to hire new employees, pending School Board ratification. Such employment agreements will only be valid and binding on Lammersville Unified School District when the agreement is set forth in a written document prepared by the District and signed by the employee.
4. The contents of this manual do not constitute an expressed or implied contract of employment.
5. I understand that Lammersville Unified School District *maintains the At-Will status* for all employees in accordance to state law.
6. I *understand the Nondiscrimination and Harassment Policies* and will abide by them.

Employee's Name (Print or type): _____

Employee's Signature: _____ Date: _____

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Employee's Name (Print or type): _____

Employee's Signature: _____ Date: _____

Americans with Disability (ADA) FORM A

Employee Disability Request Form

The employee completing this form is requesting American With Disabilities Act accommodations. This form, along with ADA Form B (Physicians Certificate and Consent Form), and Job Description criteria will be examined by Supervisor/Designee staff for suitability. Written notification on the status of the claim shall be mailed (certified) to the employee initiating the claim. Please note that further documentation may be necessary to adequately determine the suitability of this request. Please be sure to attach completed ADA Form B and a Job Description before submitting your request.

ADA Form A

FORM A: Employee Disability Accommodation Request

EMPLOYEE: Full-time Part-time Seasonal

Employee Name (Last, First, Middle)

Department: Position Title:

1. Please describe the limitation you are addressing:
2. How does your disability affect the essential function of your job?
3. Do you have a suggestion on an accommodation? Yes No

If yes, please describe:

4. Please describe how you will benefit from it:

Employee Comments:

I have attached a completed Physician's Certificate form.

The Physician's Certification is being sent under separate cover.

I have not seen my physician. My appointment is _____.

If you have any questions regarding my request, please contact me at .

Employee Signature Date

(Attach Job Description)**ADA FORM B: Physician's Certificate**

Patient Name:

Examination Date:

" I certify that the above named patient is [permanently/temporarily] disabled and (circle one)

[may/may not] require accommodation.
(circle one)

" I examined the above named patient on _____ and certify that the patient has the following [permanent/temporary] functional limitation(s)

(circle one)

" I examined the above named patient on _____ and I am unable to make a determination without further examination. The patient is scheduled for a follow-up examination on _____ with _____.

" I examined the above named patient on _____ and I have not found any limitations at this time. This patient may return to regular duty without restrictions on .

Physician Comment:

Physician's Printed Name

(Complete Address, City, State and Zip)

(Phone)

Physician's Signature/Date

Please return form to:

Lammersville Unified School District, Personnel
111 S. De Anza Boulevard, Mountain House, CA 95391

Personal Necessity Review Process

Management Review Process:

1. Employee Submits Leave Request form to supervisor.
2. Supervisor reviews the form for the following:
 - a. Certificated LTA Unit Members:
 - i. One school day notice is REQUIRED; unless in cases of emergency.
 - ii. No such leave shall be 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 Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.
 - iii. No Tell Day is provided only if Personal Necessity (PN) day is available. 7 PN days are provided to each employee per school year and does not accrue.
 - b. Classified CSEA Unit Members:
 - i. Three Business Days notification of their intent to use a PN day is REQUIRED; unless in cases of emergency.
 - ii. The following are not to be considered proper uses of Personal Necessity Leave:
 1. Political activities or demonstrations
 2. Vacation, recreation, or social activities
 3. Extension of a school holiday or vacation
 4. Pursuit of other employment
 - iii. No Tell Day is provided only if PN day is available. 7 PN days are provided to each employee per school year and does not accrue.
 - c. Management/Unrepresented Staff:
 - i. Whenever possible, employees shall request personal leaves in advance.
 - ii. Leave for personal necessity may be allowed at the discretion of the Superintendent or designee. However, no such leave shall be 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 Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.
3. If Supervisor:
 - a. Approves PN
 - i. Supervisor has verified that the PN qualifies as a legitimate reason
 - ii. Signs the PN form
 - iii. Provides the employee a copy
 - iv. Forwards the original to the District Office – “Personnel – Leaves”
 - b. Denies PN
 - i. Supervisor has verified that the PN does not qualify and returns the PN form to the employee with the explanation of the denial.

NOTE: Personal necessity leave days are deducted from the employee's sick leave balance. If an employee has used all sick leave or all available 7 personal necessity leave days allotted to them or the leave does not fit the criteria of personal necessity, the leave will be unpaid.

Form 1 - Hiring Protocol and Check-off List

Before the Position is Posted:

Hiring Manager Name: _____

1. Obtain current Job Description of position desired to be posted.
 - Job Description must be approved by the Board
2. Complete the Change/Vacancy Form and Submit to the Personnel Office with this checklist.
HR Office:
3. Change/Vacancy form-Approved (All four signatures)
4. Provide a copy of the Change/Vacancy form to the CBO & Payroll/Benefits Specialist.
5. Advertise on www.edJoin.org – Dates Posted: _____ - _____
6. Create a Classified/Certificated Vacancy Posting for sites:
 - Classified Vacancy – Date Emailed: _____
 - i. Email all site administrators and secretaries to post the vacancy at their site.
 - ii. Email the President of CSEA of the Classified Vacancy posting.
 - Certificated Vacancy – Date Emailed: _____
 - i. Email all site administrators and secretaries to post the vacancy at their site.
 - ii. Email the President of LTA.

Before the Interview:

Hiring Manager:

1. Prior to the interviews, the hiring manager **MUST** meet with the interview team to review:
 - a. The professional role of the interview team.
 - b. The advisory role of the team
 - c. The need for confidentiality
 - d. Equal treatment of all candidates
 - e. Non-discrimination
 - f. Employment criteria
 - g. Consideration for the position
2. Review the questions to be asked by the interviewing team and provide a finalized list of questions to HR.
3. Teaching positions only: Provide a standard for the candidate to present a lesson plan for the interview team as part of their interview.
4. The Hiring Manager performs one reference check through the edjoinadmin.org system per applicant selected to interview informs HR that one reference check per applicant has been completed and will provide the list of names with positive reference checks.

HR Office:

1. Contact the Hiring Manager for at least two suggested screeners/panel members.
 - _____, _____

2. Provide the Hiring Manager and screeners/panel access to prescreen application on edjoinadmin.org.
 - E-mail the panel to inform about their access to prescreen in edjoinadmin.org.
3. Schedule the day, time, and location that will work best for the panel to interview.
4. Email the panel of the official day, time, and location where the interview will take place.
5. Email the panel to submit their recommended candidates selected to be interviewed.
 - Collect the names of qualified applicants from each panel member.
6. HR Director to review and submit final approval of all recommended applicants for an interview.
7. Email the Hiring Manager to complete one reference check through the edjoinadmin.org system per applicant selected to interview.
8. The Hiring Manager informs HR that one reference check per applicant has been completed and will provide the list of names with positive reference checks.
9. Provide the official list of candidates with good reference checks to the HR Director for final review.
10. The official list of candidates with good references will be contacted for an interview. The following information will be provided to all candidates:
 - Date, time and address for the interview location.
 - ANY SUPPORT MATERIALS MISSING FROM THE CANDIDATE'S APPLICATION and the arrangements for receipt of the missing support materials prior to the interview.
 - Approximate length of the interview, lesson plan standard (for teaching candidates only), and an overview of the interview setup.
 - Anticipated position starting time period.
11. After all candidates have been contacted and scheduled for an interview, notify the Hiring Manager and the panel members the following information:
 - Position interviewing for.
 - The interview date, time, and location.
 - Time to arrive to receive i-Pads and sign confidential disclaimer for the interview.
 - Anticipation of the time the interviews will end.
12. Create a Confidential Interview Schedule to include: position title, interview day, time, location (ex. D.O. Conference Room/D.O. Board Room) and the candidates scheduled interview.
13. Notify the receptionist of the interview and provide the Confidential Interview Schedule.

Day of the Interview

HR Office:

1. Have the following items ready for the panel: confidential disclaimer, i-pads, keyboards.

2. Print out the interview schedule for the panel.
3. Make sure the panel is present.
4. If instructed, set up an assessment for the candidate.
5. Notify the panel that the candidate has completed their assessment (if instructed to do so) and give the completed assessment to the panel to review before the interview.

After the Interview

1. Collect the confidential disclaimer, i-Pads, keyboards, interview schedule, and assessments (if any) from the panel.
2. Obtain the candidate's name that is the number one selection for the position.
3. Instruct the Hiring Manager to complete the last two references from the selected candidate's application on edjoinadmin.org.
4. If all three references are good, the Hiring Manager will inform HR that all references have been completed. The Hiring Manager will need to be clear as to whether he/she would like offer the position to the candidate.
5. Once HR offers the job to the candidate and he/she accepts, print out the candidate's application from EdJoin and give to Noel to add to the next Board Agenda for approval.
6. When the Board approves the hire, HR will schedule a day and time for the candidate for DOJ clearance.
7. After DOJ clearance is obtained, HR will contact the candidate and schedule a day and time to:
 - a. Complete the new hire packet.
 - b. HR and the candidate will initial the check off list stating we both have completed and received the contents of the new hire packet
8. Contact the Hiring Manager to inform them of the start date for the new employee.
9. Input the hire packet data into Escape and Aeries.net (Teacher).
10. Provide the employee's hire packet to the Payroll/Benefits Specialist to take out the paperwork that is needed (initial form when finished).
11. Provide the hire packet to the SubFinder Clerk to generate a profile for the new employee (initial form when finished).
12. Generate the Employment Notification/Contract. Allow the payroll/benefits specialist review the contract for accuracy.
13. After the payroll/benefits specialist approves the contract, contact the employee to schedule a day and time to sign their contract and obtain benefit paperwork (if eligible).
14. Review the contract with the employee. The employee will sign and date the contract.
15. Welcome the employee to the team!

Interview Request Form

Completed By: _____ **Date:** _____

Hiring Manager:				
Site:		Vacancy:		
Desired Date:		Desired Times:	Start:	End:

The Hiring Manager performs one reference check through the edjoinadmin.org system per applicant. List the names of candidates with positive reference checks selected to interview.

	Ref. Check		Ref. Check
1. _____	<input type="checkbox"/>	6. _____	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	7. _____	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	8. _____	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	9. _____	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	10. _____	<input type="checkbox"/>

Please attach a separate sheet of paper with the list of names if there are more than ten candidates.

Please select the time frame for the oral interviews. Each candidate will be given a writing prompt to complete before their interview time.

- 15 minute interviews/back to back
- 15 minute interview/5 minute break between
- 20 minute interview/back to back
- 20 minute interview/5 minute break between

Teacher positions only: Provide a standard for the candidate to present a lesson plan for the interview team as part of their interview

Grade: _____ Standard: _____

- 20 minute question interview/10 minute lesson plan

High School Only: Will additional information be provided to the selected candidate via e-mail? Yes No
If Yes, who will be responsible to send out the e-mail? HR Hiring Manager

Hiring Manager:		Position:		Organization:	
Panel Member #1		Position:		Organization:	
Panel Member #2		Position:		Organization:	
Panel Member #3		Position:		Organization:	

If special accommodations, please attach a separate sheet. Please turn in the Interview Request Form to the HR department 8 days prior to the desired interview date.

LUSD Coach Hiring Packet Cover Sheet/Checklist

(Submit to HR with site paperwork attached)

Coach Name (print) _____

Sport/Activity: _____

School Site: _____

**All required documentation and clearances must be completed and received by Human Resources prior to any coach assuming coaching duties with the Pleasanton Unified School District.*

Sport Season	Contract Period	Board Approval (Returning Coach)
Fall	August 1 – Dec. 15	February Meeting
Winter	November 1 – April 1	June Meeting
Spring	February 1 – June 1	September Meeting
Cheerleading	April 1 – March 31	February Meeting

Coaching Checklist:

Site Checklist: (to be collected at the site and submitted to Human Resources with this packet)

_____ **Contract:** Signed and completed coaching contract

_____ **First Aid/CPR:** Evidence of current certification of First Aid/CPR (photocopy of current CPR/First Aid card or Administrator / Athletic Director signature verifying current certification)

Verification of current First Aid/CPR certification by School Administrator or Athletic Director:

Name: _____ Position: _____

_____ **NFHS Fundamentals of Coaching Course** (online training completion certificate)

_____ **Concussion Training:** AB 1451 (online training completion certificate)

_____ **AACCA Spirit Safety Certification:** [*Cheer coaches only:*] (online training completion certificate)

Human Resources Checklist:

_____ **Employment Application Paperwork**

_____ **Negative TB test result**

_____ **Fingerprint clearance**

_____ **Approval by the School Board**

COACHING ASSIGNMENT 20 -

Proposed Assignment: _____

School Site: _____ Activity: _____

Start/End Dates: _____ TO: _____

Name: _____

Address _____ City/Zip _____

Telephone #s: Home: _____ Work: _____ Cell: _____

Social Security Number: _____ Birth-date: _____

State law requires that all employees be fingerprinted prior to commencing employment and prohibits employment of any person convicted of certain sex and controlled substance offenses. Unless required by law, a prior conviction does not constitute an automatic bar to employment.

If you have plead guilty to, or been convicted of, a misdemeanor or felony, you are required to contact the Human Resources Department and submit a written statement explaining the circumstances.

I understand that, as a coach (a professional expert), I am a temporary employee of the District and may be released from this assignment before its stated expiration date at the pleasure of the Board of Trustees.

I accept this coaching assignment (including the requirements set forth in the attached Standards of Conduct for Coaches).

Signature of Coach *Date*

I recommend employment of this person as a Coach in the assignment described above.

Site Administrator *Date*

Approval for Employment

Human Resources *Date*