

AGREEMENT
BETWEEN THE
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
LONE PINE CHAPTER #440
AND THE
BOARD OF EDUCATION OF THE
LONE PINE UNIFIED SCHOOL DISTRICT
2022-2025

(Includes contract changes per negotiated settlement dated
March 12, 2025.)

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A T T E S T A T I O N

This Agreement between the California School Employees Association, Chapter #440 of Lone Pine and the Lone Pine Unified School District was developed during re-opener negotiations for the 2023-24 school year in negotiations between the two parties in compliance with the provisions of Senate Bill 160, Rodda Act. This booklet is a true and correct copy of the terms and conditions of the Agreement. This agreement shall continue in full force and effect from July 1, 2022 until June 30, 2025.

IN WITNESS WHEREOF, the parties hereto set their hands this 12th day of March, 2025.

LONE PINE UNIFIED SCHOOL
DISTRICT, BOARD OF EDUCATION



Superintendent

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 440



President or Designee

ARTICLE I AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Lone Pine Unified School District ("Board") and the California School Employees Association and its Lone Pine Chapter #440 ("Association"), an employee organization.

- B. This agreement shall continue in full force and effect until June 30, 2025 with appropriate reopeners.

ARTICLE II RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of the Classified Employees of the District as listed below with the exceptions of those designated as management, supervisory, or confidential.

Bilingual Child Development Coordinator
Bus Driver
Clerk Typist
Computer Specialist
Computer Technician
Computer Instructional Assistant
Computer Technical Coordinator
Crossing Guard
Custodian
Food Service Worker
Food Service Worker Assistant
Grounds-Maintenance Worker
Guidance Technician
Instructional Aide
Instructional Aide-Special Education
Instructional Aide-One to One Specialized
Lead Bus Driver
Lead Bus Driver/Transportation Coordinator
Lead Food Service Worker
Lead Facilities Worker
Library/Media Clerk
Maintenance Worker
Mechanic
Noon Duty Aide
Olancha Secretary/Aide
Secretary K-8
Secretary 9-12
Student Guidance Liaison
School Readiness Coordinator
Student Services/Guidance Coordinator
Transportation Coordinator
Utility Maintenance Worker

- B. All other positions are specifically excluded.
- C. New positions shall be mutually reviewed for possible bargaining unit inclusion. Disputed cases shall be submitted to PERB and shall not be subjected to the grievance procedure.

ARTICLE III DISTRICT RIGHTS

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and all rights not limited by the clear and explicit provisions of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. Determine its organization;
 2. Direct the work of its employees;
 3. Determine the times and hour of operation;
 4. Determine the kinds and levels of services to be provided, and the method and means of providing them;
 5. Establish its educational policies, goals and objectives;
 6. Ensure the rights and educational opportunities of students;
 7. Determine staffing patterns;
 8. Determine the number and kinds of personnel required;
 9. Maintain the efficiency of District operations;
 10. Determine the curriculum;
 11. Build, move or modify facilities;
 12. Establish budget procedures and determine budgetary allocation;
 13. Determine the methods of raising revenue;
 14. Hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

ARTICLE IV ASSOCIATION RIGHTS

- A. Representatives of the Association shall have the right to use facilities and equipment for Association business without charge. All Association business, discussions and activities will be conducted by unit members or Association officials outside established workday hours and will be conducted in places other than District property, except when: a) An authorized representative of the Association obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; b) the Superintendent can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with the Association representatives; and c) the Association pays expenses related to any damage or materials if requested.
- B. The Association may use the school mailboxes, mail system, inter-school telephone system or bulletin board spaces in areas frequented by employees as designated by the Superintendent subject to the following conditions: a) All posting for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; b) a copy of such postings or distributions must be delivered to the Superintendent's office at the same time as posting or distribution; and c) the Association will not post or distribute information which is derogatory or defamatory to the District or its personnel.
- C. CSEA representatives shall have the right to contact bargaining unit members at their job sites at times when the employee is not required to render service to the District. The CSEA representative shall be required to inform the District Office of his/her presence prior to contacting any employee.
- D. CSEA representatives will have the right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
- E. The Association has the right to be supplied with a seniority roster of all bargaining unit employees at the beginning of the school year, if requested. The roster will include the classification and job site.

- F. The Association has the right to review, at reasonable times, public documents in the possession of the District and to receive copies, if requested, with any reproduction cost to be paid by the Association.
- G. The District agrees to supply the Association president and secretary with a copy of the Board minutes.
- H. The District agrees to keep an updated copy of the Board policy at each job site.
- I. The District agrees to grant the Association one (1) hour during orientation day for purposes of reviewing the collective bargaining Agreement with bargaining unit members.
- J. Bargaining unit employees who are required to work in the evenings will be given an opportunity to attend regularly scheduled Association meetings provided the time is made up during the work shift during which the meeting is called.
- K. The District agrees to provide the Association a draft copy of any negotiated settlement for review by the Association.
- L. The District may use volunteers to provide services or to accomplish particular tasks so long as the use of such volunteer help does not result in the layoff or reduction in time of a unit member or unit position. The District may contract or develop agreements for services or work so long as such contracts or agreements do not result in the layoff or reduction in hours of a unit member or unit position. The District will communicate in writing, by way of the Board agenda or memorandum, to the Association president or designee whenever the District develops an agreement or contract for services.
- M. The Association is granted up to two (2) hours of release time per month (accumulated) per year to be used by the officers of the Association for the specific purposes of conducting CSEA Chapter meetings, participating in CSEA sponsored training programs, statewide conferences, and other activities approved by the Superintendent. Unused release time may not be carried forward into the next fiscal year.

ARTICLE V DUES CHECKOFF

A. Membership and Dues Deduction

1. District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District's duty to bargain effects of Janus decision.

2. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

B. Dues Deduction

1. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

3. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

4. There shall be no charge by the employer to CSEA for regular membership dues deductions.

C. Membership Information

1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal

addresses, personal phone number, personal cellular phone number, and status as a union member.

2. The District shall reject all Public Records Act requests from outsiders for personal email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

3. The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portions of its website work email addresses for employees whom the public needs to contact.

D. Hold Harmless Provision

1. CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorizations.

2. CSEA shall have the exclusive right to decide and determine whether any such actions shall be compromised, resisted, defended, tried or appealed.

E. Religious Objection: Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organizations as a condition of employment. Once such employee has submitted evidence to the Association which proves that he/she sincerely holds such beliefs he/she will be required to pay, in lieu of a service fee, a sum equal to such service fee, either to a nonreligious or nonlabor organization, or a charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code. Payment by such employee shall be to an organization mutually agreed upon by the District and the Association.

F. Deduction and Payment of Charitable Contributions: Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of the agreement or their employment, present proof to the Association that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the organizations agreed upon by the District and the Association, or in the

alternative, such employee shall provide proof to the District and Association that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.
2. A "grievant" may be any classified employee, group of employees, or the Association covered by the terms of this agreement.
3. A "day" is any day in which the central administrative office of the District is typically open.

B. Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with the grievant's immediate supervisor or with the lowest level administrator having the authority to remedy.

C. Formal Level

1. Step I

- a. Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days after the occurrence of the date when the grievant should reasonably have had knowledge of the act or omission, the grievant must present his/her grievance in writing on the District Classified Grievance Form to his/her immediate Supervisor or with the lowest level administrator having the authority to remedy.
- b. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the following information:
 - (1) A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
 - (2) A list of the provisions of the Agreement which have been violated;
 - (3) A list of the reasons why the immediate supervisor's proposed resolution is unacceptable; and
 - (4) Specific actions requested of the District which will remedy the grievance.
- c. Within five (5) days after receipt of the grievance, the grievant and the supervisor shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. If a solution is not reached, the supervisor or his designees shall

communicate his decision in writing within five (5) days after this meeting.

2. Step II

- a. If the grievant is not satisfied with the decision at Step I, he/she may within five (5) days appeal the decision on the District Classified Grievance Form to the Superintendent or his designee.
- b. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent shall communicate his decision in writing to the grievant within five (5) days.

3. Step III

- a. If the grievant is not satisfied with the results of Step 2, he may, with prior written approval of the Association, within ten (10) days of receipt of the Superintendent's decision, request mediation services of the California State Conciliation Mediation Services.

4. Step IV

- a. If the grievant is not satisfied with the results of Step 3, he may, with the prior written approval of the Association, within twenty (20) days of the mediation decision, request in writing that the grievance be submitted to binding arbitration.
- b. The costs for services of the arbitrator, including per diem expenses, travel, and sustenance expenses, if any, shall be shared equally by the District and Association. The District shall provide a hearing room in the District at no expense to either party. If the arbitrator requests use of a reporter and/or transcripts, the parties shall assume the costs unless the parties mutually agree to an equal split. If the Association requests use of a reporter and/or transcripts, the Association shall assume the costs unless the parties mutually agree to an equal split. Otherwise, each party shall assume the expense of the presentation of its own case.
- c. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the arbitrator in this Agreement.
- d. The parties shall select a mutually agreeable

arbitrator who must be willing to hold the arbitration hearing in the District. Should they be unable to agree on an arbitrator within five (5) working days of the Association's submission of the grievance to arbitration, an arbitrator shall be selected from a list of five (5) arbitrators provided by the American Arbitration Association, by alternate striking of names until one name remains. The party who strikes the first name shall be determined by the Association striking first on all even numbered grievances and the District striking first on all odd numbered grievances.

- e. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this Agreement, or to change any of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or remedy as is requested in the party's submission statement.

The decision of the arbitrator will be submitted to the Superintendent and the Association and will be binding upon the parties.

D. Job Representatives

1. Purpose: The District recognizes the need and affirms the right of the Association to designate Job Representatives from among employees in the unit. It is agreed that the Association in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
2. Job Representatives shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.
3. Job Representatives shall, at any time, be entitled to seek and obtain assistance from the Association Staff Personnel, for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement.
4. No reprisals of any kind will be taken by the Superintendent or any member or representatives of the administration or the Board against any Job Representative, any party in interest, any member of the Association or any other participant by reason of such participation in Association matters.

E. Grievants

A Grievant may be represented at all stages in the grievance procedure by himself, and/or at his option, by a representative selected by the Association. If a grievant is not represented by the Association or its representatives, the Association shall have the right to be present and to state its views at all stages of the grievance procedures.

ARTICLE VII HOURS

- A. Workweek: The workweek for full-time employees shall consist of five (5) consecutive days, eight (8) hours per day or forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided elsewhere in this Article.
- B. Workday: The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours, which shall be not less than three (3) hours per day for five (5) consecutive days.
1. All employees hired or positions added after July 1, 1986 shall not be covered under Section B, workday, of Article VII. The Association reserves the right to negotiate the decision and effects of any reduction of the above mentioned.
- C. Adjustment of Assigned Time: If an employee is requested to work an average of thirty (30) or more minutes in addition to his or her regular part-time assignment for a period of twenty (20) consecutive working days, the employee's assignment, for purposes of calculating the District share of paid fringe benefits, shall be changed on the first day that the time increase occurred. The District may decrease the assigned hours to the original level, at any time, fringe benefits shall be adjusted to the original level at the same time.
- D. Lunch Periods: All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for thirty (30) consecutive minutes and shall be scheduled for full-time employees at or about the mid-point of each work shift. The thirty (30) minute lunch shall be included in eight (8) hour day only for full-time employees hired prior to July 1, 1987.
- E. Rest Periods: All bargaining unit employees shall be granted rest periods, which, insofar as practicable, shall be in the middle of each work period except when incompatible with work requirements, at the rate of fifteen (15) minutes per four (4) hours worked.
- F. Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a

rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day on any one shift by part-time employees, or in excess of forty (40) hours in any calendar week by full-time employees, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

1. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
2. Overtime Equal Distribution: Overtime shall be distributed as equitably as is practical among employees with the same job classification. Overtime refused shall be counted towards equalization.

G. Compensatory Time Off: Bargaining unit employees may choose to use compensatory time in lieu of pay. Compensatory time will be at the rate of time and one-half. Employees may take compensatory time at any time during the year, provided such utilization does not interfere with District work requirements, but under no circumstances will compensatory time be carried for more than twelve (12) months from the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay. All compensatory time off shall be mutually agreed to by both parties prior to time taken.

H. An employee may be required to perform duties which do not relate to his/her position for a period of time of five (5) working days or less in any fifteen (15) day period. Any employee required to perform duties inconsistent with those fixed for his/her position for more than five (5) days shall have his/her salary adjusted upward for the entire period by five percent (5%) to reflect the duties required to be performed outside his/her normal assigned duties.

1. Split-Shift Differential Pay -If an employee has a split shift with a minimum of two hours (2) break, that employee shall receive an hour pay in addition to the hours they work.

I. Special Trip Assignments: Special trip assignments shall be distribute and rotated as equally as possible among bus drivers in the bargaining unit. This statement does not necessarily imply that the driver will also drive their regular route.

1. When two (2) or more vans are used to transport students to sporting events, field trips, or any related activities that a bus would normally be used for, a bus driver should be one (1) of the drivers, if possible.

J. Summer Work:

1. Summer recess work opportunities additional to those performed by the District's twelve-month classified employees shall be preferentially offered to nine or ten month classified employees. The District agrees to post all known summer recess work opportunities prior to May 15.
2. The District retains its managerial discretion to determine the summer recess work to be performed, if any, and the number of nine- or ten-month employees, if any, to be assigned summer recess duties. The District also reserves the right to determine the length of the summer employment period. The District further retains its exclusive contractual right to assess the qualifications of applicants relevant to the specific nature of the duties to be performed. Relevant qualifications being equal, the employee with greatest District seniority shall be assigned. The District may consider outside applicants only after it is determined that no fully qualified nine- or ten-month employee is available to perform the duties.

A senior employee applicant who has been denied summer placement on the basis of qualifications may request and will be granted a meeting with the administration to discuss the denial of the application. Following the meeting, the employee will be given, if requested, a written rationale for denial of the application.

3. Two bargaining unit classifications are exclusive to summer recess assignments: Custodian/Grounds Utility Worker (to be paid at the hourly rate appropriate to step one of whatever range may be assigned to Custodian on the

Classified Salary Schedule), and Maintenance Helper (to be paid at an hourly rate fifty (50) cents greater than whatever may be the Custodian/Grounds Utility Worker rate).

4. Summer recess work opportunities in any other District classifications shall be offered first to qualified nine or ten-month employees regularly assigned in those respective classifications during the academic year, and thereafter offered to other qualified nine or the month workers before the solicitation and/or consideration of any applicants from outside the bargaining unit.
5. Nine or ten-month classified employees performing in the job descriptions designated during summer recess, shall enjoy the rights and benefits bestowed by any current collective bargaining agreement of the parties, except as specified herein:
 - A. Vacation shall be earned at the rate of one (1) day per month worked, prorated, and shall be taken during the recess period in which it is earned.
 - B. No longevity benefit shall apply to summer recess compensation.
6. The District agrees to employ recessed then-month employees in lieu of long-term substitutes for any eleven or twelve month employees. The District retains the right to assess the applicant's qualifications relevant to the specific nature of duties to be performed. To be considered for employment as a long-term substitute, employees must submit their name to the District Office by June 1.

ARTICLE VIII Evaluation Procedures

- A. Probationary employees will have an evaluation conference during their third (3rd) month of employment with their immediate supervisor. Employees hired after July 15, 1992, shall serve a six-month probationary period. Statements regarding the employee's performance will be recorded on the District Classified Evaluation form by the supervisor. One copy of this report will be placed in the employee's personnel file and one copy given to the employee. The employee will sign the report and have an opportunity to attach a written response to it.
- B. Permanent employees will have an evaluation conference as described above on or before June 1 of each year. Additional evaluation conferences may be held at any time.
- C. Evaluation form shall be Appendix B.

ARTICLE IX PERSONNEL FILES

- A. The personnel file of each employee shall be maintained at the District's Central Administration Office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials which are not in the personnel file.
- B. Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- C. An employee shall have the right at times when the employee is not required to render service to the District, with reasonable notice, to examine the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- D. All personnel files shall be kept in confidence.
- E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE X LEAVES

A. Personal Illness and Injury Leave

1. Members of the unit employed by the District on a full-time basis with pull pay for a fiscal year shall be entitled the equivalent of twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this article, means the employee's regularly assigned workday, exclusive of overtime.
2. Members of the unit employed less than full-time and/or less than a full fiscal year are entitled to a prorated proportion of twelve (12) days leave for absence of illness or injury.
3. Pay for the hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee. Leave may be taken at any time during the employee's assigned work year.
4. Members of the bargaining unit absent due to illness or injury must notify their immediate supervisor or Superintendent not later than one (1) hour prior to the start of the work shift. Failure to provide adequate notice may be grounds denial of leave with pay or other disciplinary action. It shall be assumed that the unit member will return to work the following day unless the person in charge of hiring substitutes is notified.
5. The District may require a medical statement to verify illness or injury if an employee has been absent three (3) or more consecutive days.
6. Effective January 1, 2000 personal illness leave shall apply to unit members as well as a child, parent or spouse of the unit member.
7. Extended Sick Leave: A regular classified employee shall, once each year, be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which they are entitled under Article X(A). Such days of sick leave in addition to those required under Article X(A.) shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Employee must have a doctor's note to utilize Extended Sick Leave.

B. Bereavement Leave

1. A unit member shall be entitled to five (5) days of leave without loss of salary on account of the death of any member of his/her immediate family.
2. For purposes of this provision an immediate family member shall be limited to mother, father, sister, brother, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, foster parent or foster child of the unit member or any relative living in the immediate household of the unit member.
3. Members of the bargaining unit requesting bereavement leave are required to contact their immediate supervisor, or if he/she cannot be reached, the Superintendent, prior to the start of the work shift or as soon as the need to be absent becomes known.

C. Personal Necessity Leave

1. A maximum of eight (8) days of absence for illness or injury leave earned pursuant to the provisions in section A of this Article, may be used by the employee in cases of personal necessity.
2. With the prior approval of the District Superintendent or his/her designee, personal necessity leave may be used for circumstances that meet all the following criteria;
 - a. Are of a serious nature, and
 - b. which the unit member cannot be expected to disregard, and
 - c. which necessitates the immediate attention of the unit member, and
 - d. which cannot be accompanied during off-duty hours.
3. Personal necessity leave may be taken for the following reasons;
 - a. Death or serious illness of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.
 - b. Accident involving the employee's person or property

or the person or property of a member of the employee's immediate family.

c. Medical, dental and other similar appointments which cannot be scheduled outside the regular workday or workweek. Such appointments must be for the unit member or for a member of the unit member's immediate family who must be accompanied by the unit member. This leave must have prior approval shall be scheduled so as to minimize the loss of work time.

4. Members of the bargaining unit are required to request personal necessity leave from their immediate supervisor, or if he or she cannot be reached, the Superintendent, prior to the beginning of the work shift or as soon as the need to be absent becomes known.
5. Upon return from personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

D. Personal Business Leave

Unit members shall be granted one (1) day of personal business leave per school year for the purpose of conducting personal business which could not be conducted on non work days or outside the regular work day.

E. Industrial Accident Leave

1. Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accrued from year to year. Industrial accident or illness leave will commence on the first day of absence.
2. A unit member who has sustained a job related injury or illness shall report such injury or illness to his/her immediate supervisor no later than the next scheduled work day following the occurrence of the injury or the onset of the illness or within the twenty-four (24) hours of such knowledge.
3. Payment for wages lost on any day shall not, when added to an award granted under Worker's Compensation laws of this state, exceed the normal wage for the day. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of

compensation award made under the worker's compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial illness or injury occurred, for the same illness or injury.

4. Employees shall be required to have served in the District in a paid status continuously for a period of six (6) months to be eligible for industrial injury or illness leave.
5. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award provides for a day's pay at the regular rate of pay.
6. Anytime an employee on industrial accident or illness leave is entitled to return to work, the employee shall be reinstated in a position in the same class without loss of status of benefits.
7. Any employee receiving benefits under this section shall remain within the State of California.
8. Any employee returning to service after an industrial accident or illness must present a release from the authorized physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.
9. If at the conclusion of all paid leave, the employee is still unable to return to his/her duties, he/she will be placed on a 39-month reemployment list. When available during the 39 month period, he/she will be employed in the first available vacancy in the class to which he/she is assigned.

F. Leave for Disabilities Associated with Pregnancy

1. Employees are entitled to use sick leave as set forth in "A" of this article for disabilities caused or contributed to by pregnancy, miscarriage, and recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician examination of the employee by a physician appointed by the District at District expense.
2. The employee on leave for pregnancy disability shall be entitled to return to the position held at the time the leave commenced.

G. Family Care Leave

The Governing Board shall grant family care and medical leave to eligible employees in accordance with current state and federal law. Employees taking this leave shall be reinstated in the same or a comparable position upon returning from family care leave, except as allowed by law.

H. Judicial Leave

Employees shall be entitled to leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. Any compensation (other than mileage or lodging) received for appearance as a witness or for serving as a juror shall be endorsed over to the District so that the employee's compensation for any days of absence for the above purpose shall not be in excess of, or less than, their regular pay. Persons requesting leave under this policy shall submit to the Superintendent a copy of the subpoena or summons requiring their appearance if requested. The District shall pay the regular salary to employees called to serve as a jurist or subpoenaed to appear before legal and arbitration panels as witnesses. Leave granted under this provision does not include service on a Grand Jury.

I. Child Care Leave

A leave of absence may be granted to a unit member without pay for the purpose of raising his/her natural or adopted child. Such leave shall be for a mutually agreed upon time period. The District and the unit member may agree to extend

the agreed upon period in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester.

J. Other Leaves

Employees have the right to request leaves of absence other than for reasons listed above. Requests for such leave will be considered on an individual basis and will be granted at the discretion of the Board.

K. Catastrophic Leave Bank

General: Eligible employees who suffer a catastrophic illness or event which causes extended leave of absence shall receive benefits pursuant to this provision. Catastrophic illness shall be defined as per Education Code Section 44043.5.

Eligibility: The use of the Catastrophic Leave Bank shall only be available to those unit members who have made a donation to the Bank. Employees who suffer a catastrophic illness or event which results in the employee using all available paid leave, shall become eligible to use this Catastrophic Leave Bank, subject to the restrictions and conditions outlined in this provision. Employees who contribute to the bank shall be eligible from December 1st of the year of contribution to December 1st of the following year.

Donations to the Bank: The District shall establish a Catastrophic Leave Bank to which all unit members may donate earned and unused sick leave days. This donation shall be irrevocable, and shall be accomplished by the employee filing a "Catastrophic Leave Bank Donation Form." Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant. Contributions for the Catastrophic Leave Bank shall be donated after October 1st and before December 1st of each year.

Limit on Number of Days:

- a. Unit members must have at least one (1) year of service from date of hire and have at least ten (10) days of sick leave accrued remaining after donating to the Leave Bank. Eligible unit members may donate to a maximum of five (5) days per year. Employees must contribute a minimum of one (1) day per year to maintain eligibility.

- b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- c. If the number of days in the bank at the beginning of a school year exceeds 100 days, no contribution shall be required of bank members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the bank.

Exclusions: Pending and/or approved workers compensation claims and related illness leaves shall normally be excluded from the benefits of this provision.

Donation/Timeline: Contributions for the Catastrophic Leave Bank shall be donated by December 1st of each year.

Catastrophic Leave Bank Review Committee: The Committee shall consist of the Superintendent, two (2) appointees of the Association and the Fiscal Services Officer. Approval of any request shall require a majority vote of the committee members. The decision of the committee shall be final and binding and not subject to the grievance procedure of this agreement.

Request for Withdrawal: All employees wishing to use this Catastrophic Leave Bank shall submit a "Catastrophic Leave Bank Request for Withdrawal Form". This form shall be submitted to the District Office. The request shall state the maximum number of days being requested by the employee.

Insufficient Days to Grant Request: If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

Maximum Number of Days Used: The maximum number of days allowed to be utilized by one employee for a single catastrophic event or illness shall not exceed fifty (50) days or fifty percent (50%) of the total available bank, whichever is less.

Approved and unused days returned to Catastrophic Leave Bank: Any days approved by the Committee that are unused by the employee shall be returned to the Catastrophic Leave Bank.

Part-Time Employees: Donations to the Leave Bank, as well as days of utilization for part-time employees, shall be credited on a pro-rata basis. The number of days to qualify for eligibility to the bank shall also be prorated for part-time employees.

Pay for Days Granted From the Bank: If an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.

Pay Status: Employees who are granted use of Catastrophic Leave Bank Days shall be considered in regular paid status during such use.

Coordination with Difference Pay: Leave granted under this provision shall be coordinated with difference pay to create a full day of wages. When the unit members fully paid sick leave has been exhausted, one-half day shall be withdrawn from the bank for each day of difference pay being supplemented by the Bank.

Cancellation of Membership: A member in the Catastrophic Leave Bank will be automatically cancelled when a member fails to make a required contribution. A bank member may also elect to cancel his or her membership in the bank at the time by providing written notice to the District. Cancellation by either of these two methods is irrevocable and forfeits the member's right to use days from the bank.

Termination of the Bank: If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the bank in a manner which is proportionate to the number of days member has donated to the bank.

ARTICLE XI TRANSFERS/PROMOTIONS

A. Definitions

1. "Transfer" shall be the movement of an employee from one school to another within the same job category. This definition does not apply to employees who are not assigned to a single school location.
2. "Assignment" shall mean the designation of a particular work location or combination of locations. For example, an instructional aide may be assigned to work in a particular classroom, a bus driver may be assigned to a particular route.
3. "Promotion" shall refer to advancement within those positions covered by the bargaining unit. Promotion is, therefore, a change in position which would result in an increase in salary.
4. "Demotion" shall be a change in job classification which results in a reduction in salary.

B. Salary Adjustment

An employee who is demoted to a classification with a lower pay range shall be entitled to retain the pay step nearest in dollar amount in the lower range to that which he/she held in the higher range before such demotion. He/she shall retain his/her initial anniversary date. When promoted to a classification with a higher pay range, the employee shall be placed on the pay step nearest in dollar amount, but not less than that which he/she received before such promotion.

C. Procedures for Filling Openings

1. a. Notices of vacancies will be posted within two (2) weeks of official resignation of a unit member or authorization of a new position within the bargaining unit in a conspicuous place in each school. No position will be filled for two (2) weeks after the posting date.
- b. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

2. Requests for transfer or promotion must be filed in writing with the Superintendent only after the vacancy has been posted.

3. Qualifications and Selection

The District shall have the sole right to assess the qualifications of candidates and to rate those qualifications. Applicants from within the District and outside the District shall be assessed in a similar manner. When qualifications of candidates are equal and one or more are unit members, the unit member with the greatest seniority will be recommended to the Board for employment.

4. Requests for Transfer

Unit members who wish to transfer to an open position may be transferred with the approval of the Superintendent and without the use of assessment procedures.

5. The employee who has been denied a transfer or promotion may request and will be granted a meeting with the administration to discuss the issue. Following the meeting the employee will be given, if requested, a written rationale for denial of the transfer or promotion.
6. Requests for transfer or promotion shall not be denied arbitrarily, capriciously or without basis in fact.

D. Involuntary

Involuntary transfers will be made when they are deemed to be necessary for the best interests of the District as determined by the Superintendent and the Board.

1. Employees will not be transferred arbitrarily, capriciously or without basis in fact.
2. Employees will be notified as early as possible regarding the proposed transfers and reasons therefore.
3. A conference will be held between the Superintendent and employee considered for transfer prior to the written notice of transfer being delivered to the employee in person or by certified mail.

ARTICLE XII VACATION

- A. The District shall comply with the language in section 45197 of the California Education Code regarding Annual Vacations. Upon completion of one (1) year of regular and continuous paid service, employees shall be credited with paid vacation in the method below:
1. One (1) day for each month worked since regular employment began. An employee beginning regular employment other than the first day of a month shall receive vacation credit if he/she worked more than one-half (1/2) of the working days of the month.
 2. Upon completion of five (5) years of service an employee shall begin earning vacation at the rate of one and one-twelfth (1-1/12ths) days for each month worked.
 3. Upon completion of six (6) years of service an employee shall begin earning vacation at the rate of one and two-twelfth (1-2/12ths) days for each month worked.
 4. Upon completion of seven (7) years of service an employee shall begin earning vacation at the rate of one and three-twelfth (1-3/12ths) days for each month worked.
 5. Upon completion of ten (10) years of service an employee shall begin earning vacation at the rate of one and six-twelfth (1-6/12ths) days for each month worked.
 6. Upon completion of fifteen (15) years of service an employee shall begin earning vacation at the rate of one and ten-twelfth (1-10/12ths) days for each month worked.
- B. Any unit member with more than 10 years of continuous service in the District will receive one week of bonus vacation in the 1992-93 school year and one week thereafter following the 10th year, 15th year, 20th year, and 25th year and every 5 years thereafter of employment. Bonus vacation time will be taken prior to other earned vacation and will be based on full-time employment and prorated for those persons employed less than full-time.
- C. For the purposes of this article, a day of vacation shall be defined as the employee's basic hours per day assignment, exclusive of overtime. Hourly employees earn that fraction of a day which their hours worked is to the total hours of a regular full-time employee.

- D. 1. All vacation days will be taken at the convenience of the district. Requests for vacation during June, July, and August must be made in writing to the Superintendent by May 1. All vacations, except terminal vacations, will be figured to June 30, regardless of the month vacation is taken. Employees may be permitted to take vacations before the end of the year in which it is earned, but if the employee terminates their employment, they must refund those days of vacation not earned. Pay for vacation shall be at the rate of pay in effect at the time the employee takes vacation.
2. At the time a unit member has accumulate more than two years' allocation, the unit member and the Superintendent or designee shall meet to determine whether days in excess of two years accumulation were accumulated because vacation was requested in a timely manner and not approved. If it is determined that the unit member failed to request and take sufficient days to keep the accumulation at or below the two-year limit, the excess accumulation will be deducted from the upcoming years allocation so that the accumulated days plus the allocated days will not exceed
3. A unit member's bonus vacation allocation may be added to accumulated vacation time and exceed the two-year limit during the year the bonus is allocated and the following year.
- E. Vacation for designated summer recess assignments: Refer to Article VII, Hours, Summer Work.

ARTICLE XIII HOLIDAYS

- A. Beginning July 1, 2023, the District shall provide all employees who are in paid status immediately preceding or succeeding the holiday with the following paid holidays:
1. New Year's Day
 2. Martin Luther King Day
 3. Lincoln's Birthday
 4. President's Day
 5. The Friday before Easter
 6. Memorial Day
 7. Juneteenth
 8. Independence Day
 9. Labor Day
 10. Veteran's Day
 11. Admission Day (Floating Holiday)
 12. The day after Thanksgiving
 13. Thanksgiving Day
 14. The day before Christmas
 15. Christmas Day
 16. The day before New Year's Day
- B. The District's calendar shall determine where holidays fall. When a holiday falls on Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on Sunday the following Monday shall be deemed to be that holiday. If a holiday falls on a Sunday and the following Monday is also a holiday, the preceding workday shall be deemed to be that holiday.
- C. In-Lieu of Admission Day, all employees shall be granted a floating holiday. The floating holidays shall be mutually agreed upon by both the employee and their immediate supervisor. Any unused floating holiday shall be paid out on the July pay warrant.

ARTICLE XIV SAFETY

- A. The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District.
- B. Both parties agree that the responsibility for safe working conditions is that of the board, and the responsibility for the maintenance of safe procedures and practices is that of the unit member.
- C. The District agrees to provide such safety equipment or gear required for the safe completion of an assigned task.
- D. The District agrees to form a Safety Committee which will include two members from each Association and will meet at least once a year.
- E. Any unit member who observes a condition in the working environment that appears to be unsafe shall immediately advise the site administrator.
- F. If an emergency arises which poses a threat of physical harm to the unit member, it shall be reported immediately to the site administrator.
- G. The District agrees to make a good faith effort to correct conditions which are found to be unsafe as soon as possible.
- H. Unit members shall immediately report cases of assault, suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the Sheriff. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the person involved, and shall act in appropriate ways as liaison between the unit member, sheriff, and courts.
- I. Unit members shall not be required to use their personal automobiles for the transportation of students on school-related business, except in cases of emergencies involving student or employee welfare.
- J. In addition to employees that transport students (whether in vans or bus), all employees in maintenance, custodial, and grounds will be added to the district-approved drug testing pool. A random selection will occur no more than once monthly. Bus drivers remain in the DOT pool while all other employees (maintenance, custodial, grounds) will go into the non-DOT pool.

ARTICLE XV SALARY

- A. Members of the bargaining unit shall be paid according to the salary schedule in Appendix A, effective July 1, 2024, the classified salary schedule will increase by 1.5% and \$1.00 added to each cell. This will be retroactive to July 1, 2024.

A new employee is normally placed on Step 1 of the appropriate range reflecting the assigned classification. The maximum position will be Step III. Placement beyond Step I will be determined by the District. Experience in same or similar positions will be the determining factor. Internal transfers within the same job family of personnel resulting in a reclassification at a higher range will result in placement on the salary schedule which results in greater pay; an involuntary internal transfer within the same job family of personnel resulting in a reclassification at a lower range will result in the employee being Y-rated. Y-rated means that the employee will receive the same hourly/monthly salary until the salary schedule range and step of the new assigned position results in equal or greater pay.

- B. Consistent with the Public Employees Pension Reform Act of 2013, effective July 1, 2013, the District shall only pay the employee's contribution to PERS for eligible unit members determined by PERS to be "classic members" who participate in the 2% @ 55 plan. The District shall not pay the employee's contribution for unit members enrolled into the new 2% @ 62 plan. The parties agree to continue negotiations in 2013/14 regarding the impact of the PERS contributions for new hires after December 31, 2012.
- C. Earned longevity increases for unit members shall be granted on their date of hire.

ARTICLE XVI BENEFITS

- A. For the 2023-24 benefit year, the District will contribute \$25,587.68 towards the cost of the health and welfare benefits for each full-time unit member. For the 2023-24 benefit plan year, unit members will contribute \$587.68 annually for the cost of health and welfare benefits. Beginning with the 2024-25 benefit plan year and continuing in subsequent benefit play years, the District will contribute \$26,000.00 annually towards the cost of health and welfare benefit plan premiums. Any premium amounts above the District's \$26,000.00 cap will be shared equally between the District and unit members. The unit members' health and welfare benefit plan contribution will not exceed the monthly amount of \$150.00 (\$1,500.00 annually). The District will absorb the cost of any health and welfare benefit plan premiums that exceed the District's cap and the unit members maximum contribution. The District's maximum contribution is based on full-time employment and will be pro-rated for part-time unit members. The District will provide seven (7) composite plans currently available from California Valued Trust.
1. As an incentive, if full-time employee selects a benefit plan that is lower than the District's maximum monthly contribution, then the employee shall receive fifty percent (50%) of the difference between the District's maximum contribution and the cost of their benefit plan.
 2. Effective with the 2024-25 school year, current retirees from the District will continue to receive fully paid medical benefits until the age of 65 or the age established for Medicare eligibility, whichever comes first. Future retirees from the District will never be required to pay more for their insurance than current unit members. However, if a retiree elects a plan that costs less than the District's maximum contribution, the retiree will pay nothing.
- B. All employees in the bargaining unit who work at least four (4) hours per day shall be covered under the programs above. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement. Persons employed after July 1, 1977 shall be eligible on a prorated basis.
- C. Unit members shall have the use of a district vehicle for district-related business. In the event that a district vehicle is not available for use, unit members shall be reimbursed the maximum non-taxable rate allowed by the IRS for use of their personal vehicle. In the event that a district vehicle is available and the unit member chooses to use their personal vehicle, they will be reimbursed the IRS rate allowed for charitable purposes.
- D. The District will be responsible for selecting lodging that is close to the venue and will choose a location to maximize the

balance of staff safety, convenience, and cost and will be competitive with other lodging in the area. The district may assign the staff member requesting the conference the responsibility for selecting lodging and such staff will use the same criteria the district would use. The District shall provide an allowance for meals and other necessary expenses equivalent to that allowed by the Internal Revenue Service. The District shall pay actual lodging cost for unit members, provided such lodging cost has prior approval of the Superintendent. Lodging will be provided at the conference facility when possible.

- E. Physical examinations required by the District after employment shall be paid for by the District.
- F. Provided retirees meet the criteria stated in this section for district paid insurance, the monthly composite costs to the district shall not exceed the amount agreed to above for unit members still employed by the District.

Early Retirement - For unit members hired **prior** to July 1, 2003: Unit members who have worked ten (10) consecutive years, at 75% time or greater, in the period immediately preceding the proposed early retirement will be eligible to receive District-paid medical, dental, and vision coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. Persons employed less than 75% time would be eligible for District-paid medical, dental and vision coverage. The District would pay a proportionate share of the benefit costs. For example, a four (4) hour employee would pay 50% of the cost and the District would pay the remaining 50%. The five (5) year period will be increased one (1) year for each year of service beyond ten (10) years to a maximum of fifteen (15) years of service which will provide benefits for up to ten (10) years or until the age established for Medicare eligibility, whichever comes first. The employee must apply, in writing, to the Superintendent to request retiree benefits on or before the date of retirement.

Early Retirement - For employees hired **after** July 1, 2003: Unit members who have worked fifteen (15) consecutive years, at 75% time or greater, in the period immediately preceding the proposed early retirement will be eligible to receive District-paid medical, dental, and vision coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. Persons employed less than 75% time would be eligible for District-paid medical, dental and vision coverage. The District would pay a proportionate share of the benefit costs. For example, a four (4) hour employee would pay 50% of the cost and the District would pay the remaining 50%. The five (5) year period will be increased one (1) year for each year of service beyond fifteen (15) years to a maximum of twenty (20) years of service which will provide benefits for up to ten (10) years or until the age established for Medicare eligibility, whichever comes first. The employee must apply, in writing, to the

Superintendent to request retiree benefits on or before the date of retirement.

Early Retirement - For employees hired **after** July 1, 2009: Unit members who have worked fifteen (15) consecutive years, at 100% time or greater, in the period immediately preceding the proposed early retirement will be eligible to receive District-paid medical, dental, and vision coverage for five (5) years or until the age established for Medicare eligibility, whichever comes first. Persons employed less than 100% time would be eligible for District-paid medical, dental and vision coverage. The District would pay a proportionate share of the benefit costs. For example, a four (4) hour employee would pay 50% of the cost and the District would pay the remaining 50%. The five (5) year period will be increased one (1) year for each year of service beyond fifteen (15) years to a maximum of twenty (20) years of service which will provide benefits for up to ten (10) years or until the age established for Medicare eligibility, whichever comes first. The employee must apply, in writing, to the Superintendent to request retiree benefits on or before the date of retirement.

Early retirees may contract with the District on an individual basis to provide up to ten (10) days of service per year for five (5) years as an independent contractor. Such services will be mutually agreed upon and will be in an area of work with which the independent contractor is familiar. The rate of pay will be commensurate with the rate the employee would have earned had he or she continued to be employed by the District. The length of each work day would be the same number of hours that the employee was working at the time of retirement. Such contracts will be entered into on an individual basis and will be subject to approval of the retiree and of the Governing Board.

- G. Upon reaching age sixty-five (65), a retiree may elect to participate in the District's benefit plans by reimbursing the District for the appropriate premiums due. So long as it is required by CVT, a retiree and/or his/her spouse, registered domestic partner, and eligible dependents shall not be eligible for coverage after turning 65 unless the District is provided documentation of Medicare coverage parts A & B for the individual by the 1st day of the month prior to the date on which the individual attains 65 years of age.
- H. 125 Plan The District agrees to implement a 125 Plan which would allow employees to set aside tax free dollars for unpaid medical expenses, childcare and other allowable insurance premiums.
- I. Flu Shots Beginning with the 1997-98 school year, the District agrees to pay for the cost of flu shots for employees.
- J. Golden Handshake The District will annually make a legitimate effort to qualify unit members for the Golden Handshake program in accordance with provisions of law, unless the legislation authorizing this program is withdrawn. The Golden Handshake

shall be an alternative to the Early Retirement Plan outlined in Section F.

Effective July 1, 2003, unit members may not take advantage of both the early retirement plan and a Golden Handshake. The unit member may take advantage of only one incentive plan for retirement.

ARTICLE XVII CONCERTED ACTIVITIES

- A. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

- B. It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.

ARTICLE XVIII SUPPORT OF AGREEMENT

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiate process. Therefore, it is agreed that the parties will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the Meet and Negotiate process except by mutual Agreement of the District and the Association.

ARTICLE XIX EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XX COMPLETION OF MEET AND NEGOTIATE

- A. The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to state law. The above and foregoing Agreement constitutes the full and complete Agreement herein contained. The Association, for the term of this Agreement, specifically waives the right to demand or to petition for changes or additions.

ARTICLE XXI MEET AND NEGOTIATE

- A. During the term of this Agreement, the Association and the District expressly waives and relinquishes the right to meet and negotiate and agree that the Association and District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the contemplation of either or both the District or the Association, at the time they meet and negotiate on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn, EXCEPT that for the following school years covered by this contract, the Association and the District shall negotiate on salary, benefits and both the District and the Association may choose two additional articles to renegotiate.
- B. The District agrees during the term of this Agreement not to change any working conditions within the scope or bargaining without first notifying the Association, and if requested, negotiating the issue with the Association.
- C. All meet and negotiation sessions to amend, modify or change this Agreement for subsequent years shall take place within one hundred twenty (120) calendar days prior to June 30. In the event settlement on the issues is not achieved within this period the parties may enter a joint submission requesting mediation assistance.
- D. Either party may utilize whomever they desire to serve as representatives during negotiations, provided these persons are empowered to negotiate in good faith.
- E. Negotiations shall take place at mutually agreeable time and places during regular working days, provided that meetings shall be held five (5) calendar days from the receipt of a written request.

ARTICLE XXII LAYOFF AND REEMPLOYMENT

A. Definitions

1. Employee: An employee for the purposes of this Article is a permanent or a probationary employee of the classified bargaining unit.
2. Layoff: A layoff is defined as a separation from District services due to a lack of work and/or lack of funds. A reduction in hours shall be treated in the same manner as a layoff under this agreement. A reduction in hours is subject to negotiations, as it relates to the decision and the effects.
3. Seniority: Seniority is defined as all hours in paid service whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. Assignment out of the bargaining unit shall not count towards seniority as it pertains to layoff.
4. Class: A class is defined as positions that are assigned same title, job description, minimum qualifications and salary range.

B. Application

1. Layoff shall occur only for lack of work and/or lack of funds.
2. Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class shall be laid off first.
3. An employee laid off in one class, who previously gained permanence in an equal or lower class may bump into that class if his/her seniority is greater than those employees serving in that class.
4. An employee displaced from his/her class as a result of being bumped shall have the same bumping rights as set forth in Paragraph B.3.
5. Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who should be laid off first shall be made on the basis of the hire date seniority, or if that is equal, the determination shall be made by lot.

6. Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping shall maintain his/her reemployment rights as defined under this Article.
7. No regular employee of the classified service shall be laid off from any position while employees serving under emergency, provisional or limited term employment are retained in positions of the same class.
8. Retirement in Lieu of Layoff: An employee who is laid off may elect service retirement, and the District shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose. This employee's name shall be placed on a reemployment list for thirty-nine (39) months.
9. Seniority Roster: The District shall maintain an updated seniority roster indicating bargaining unit employees' class seniority which shall be available to CSEA no later than ten (10) workdays of CSEA's request.

C. Notice of Classified Layoffs

1. The District agrees to notify the Association of the proposed layoff, in writing, thirty (30) administrative days in advance of the opening of school. Concurrent with such notification, the District shall provide the Association with all pertinent information relating to the contemplated layoffs, including, but not limited to the following:
 - a. The names, addresses, and home phone numbers of the unit members being laid off,
 - b. The names of all classified non-unit members being laid-off,
 - c. A list of all classified employees ordered by seniority, identifying unit members, work location, and assignment,
 - d. A list of all temporary classified employees,
 - e. A list of all substitute, part-time and other employees performing bargaining unit work, not identified above, indicating the number of hours per week worked by each employee,

- f. A class size report comparing current pre-layoff status with the projected class size impact resulting from contemplated layoff,
 - g. A list of assignment/reassignment and transfer changes contemplated as a result of anticipated layoffs.
- 2. The notice to the Association shall include written materials received by the District Board of Trustees for consideration when making the decision to reduce classified staff in the District. The supportive materials shall also include an analysis of the District's past experience in attrition.
 - 3. The Association may appoint two (2) delegates to any ad hoc committee(s) established by the Board which relate directly to layoff of unit members.
 - 4. Within five (5) working days of the notification by the District of contemplated layoffs, the District shall meet with the Association. The purpose of this meeting will be to negotiate the impact of the District's potential determination to layoff unit members and/or any other matters not covered by this Article.

D. Reemployment Rights

- 1. The names of laid off employees shall be placed on reemployment lists in the reverse order of layoff for thirty-nine (39) months. The names of employees whose hours were reduced, in lieu of layoff, shall be placed on reemployment lists for thirty-nine (39) months plus an additional twenty-four (24) months. Such employees shall be reemployed in preference to new applicants.
- 2. Reemployment shall be in the reverse order of layoff.
- 3. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.
- 4. Notification of Reemployment Openings: An employee on a reemployment list shall be notified in writing by the District of any opening(s) for which the employee is eligible and qualified. Such notice shall be sent by certified mail to the last known home address.
- 5. An employee on a reemployment list shall have ten (10) days after receipt of an offer of reemployment to accept or decline, in writing, employment to his/her former class and status. (After third refusal, no additional offers need to be made and the employee shall be

considered unavailable).

6. Refusal of an offer of limited term employment shall not affect the standing of any employee on a reemployment list.
7. Upon return to work, all time during which an employee was in a laid off status (calculated at the same hours per day that the employee was assigned prior to layoff) shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits.
8. Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, reemployment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

E. Maintenance of Benefits Rights

1. Health and Welfare Benefits

- a. Eligibility for District contributions (as defined in the Health and Welfare Benefits Article of the contract), once achieved in a fiscal year, shall not be reduced despite the fact the hour per week qualifications may change due to a voluntary or involuntary reduction of hours by the employee to avoid interruption of employment by layoff.
- b. If the employee is laid off or elects retirement in lieu of layoff, his/her eligibility for District contributions shall continue for three (3) months from the effective date of layoff. Thereafter, the employee shall be permitted to remain in the District-offered health and welfare plans at his/her own expense, by reimbursing the District monthly.

2. Leave Benefits

- a. All leaves will be counted in hours. Employees shall not lose accumulated hours of leave due to reduction of hours.
- b. If the employee is laid off, all sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon his/her reemployment with the District.

- c. Employees laid off while on any paid leave shall suffer no loss of any benefits until the exhaustion of such paid leave.
 - 3. Vacation: Entitlement to vacation with pay shall not be reduced despite the fact the hour per day qualifications may change due to a voluntary or involuntary reduction of hours by the employee to avoid interruption of employment by layoff.
 - 4. Longevity and Step Increments: When an employee was laid off or had elected retirement in lieu of layoff, and is re-employed by the District, all time during which he/she was in a laid off status shall be counted as seniority towards longevity and step increments.
- F. Displacement of Bargaining Unit Work
- 1. Work performed by bargaining unit members laid off due to a lack of work or lack of funds will not be performed by students, teachers, volunteers, supervisors, management or confidential employees, unless the District and CSEA consult and agree that such performance is proper considering all the circumstances.

ARTICLE XXIII SAVINGS

- A. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provisions or applications will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force.

- B. The parties to this Agreement shall meet within ten (10) working days following the exhaustion of all appeal procedures available to the parties for the express purpose of negotiating that portion of the Agreement deemed to be invalid and that portion only.

ARTICLE XXIV PROFESSIONAL GROWTH

- A. Bargaining unit members may enroll in a Professional Growth Program which benefits both the employee and the District. Employees may enroll in the program only after the completion of the probationary period.
- B. Bargaining unit members shall plan their programs of study related to their current assignment or to advance within the District's classified service. An individual program of professional growth shall be submitted to the employee's supervisor for review, and forwarded to the Superintendent for approval, at least thirty (30) days prior to the beginning of the semester or term. The Superintendent shall forward notice of his action to the bargaining unit member within 10 working days.
- C. Upon completion of the requirements of the approved Professional Growth Program, the employee shall be compensated with a four hundred dollar (\$400.00) one-time payment for seven (7) semester units of work.
- D. A bargaining unit employee may earn a maximum of eight (8) four hundred dollar (\$400.00) professional growth awards.
- E. To be eligible for compensation, the employee must complete a program of seven (7) semester units of accredited college course work or District-approved seminars, workshops, or clinics granting a certificate of completion with unit value equated at fifteen (15) hours of instruction per unit.
- F. In-service training provided by the District on paid release time shall not be approved for credit.
- G. Upon completion of each unit segment, the employee shall provide the District with an official transcript or other document acceptable to the District indicating successful completion.
- H. Compensation for professional growth shall be made as part of the employees' first warrant of the succeeding school year, or upon termination if the employee has complied with paragraph I (below).
- I. The employee shall be required to provide at least six (6) months continued service to the District following the completion of a professional growth program. Should the employee resign during the six (6) month period following the completion of the program, the employee shall repay the District in full.

LONE PINE UNIFIED SCHOOL DISTRICT
CLASSIFIED BASE SCHEDULE

24/25
HOURLY

Range	Position	Step I	Step II	Step III	Step IV	Step V	Step VI
ColDes							
14	Lead Facilities Worker	29.36	30.40	31.82	33.29	34.86	36.48
	Computer Technician						
	Student Guidance Liaison						
13	Computer Specialist	27.80	29.07	30.40	31.82	32.80	34.86
12	Maintenance Worker	26.58	27.80	28.94	30.40	31.82	33.28
	Mechanic						
11	Lead Transportation	25.11	26.11	27.45	28.71	30.04	31.40
11A	Lead Bus Driver	23.13	24.17	25.46	26.83	28.30	29.72
(epics16)	Lead Food Service Worker						
10	Grounds/Maint Worker	22.91	24.14	25.27	26.39	27.62	28.89
9	Secretary 9-12	22.69	23.73	24.78	25.92	27.10	28.33
	Secretary K-8						
	Native American Liaison						
	Guidance Technician						
	School Readiness Coord.						
8	Utility Maint Worker	22.31	23.30	24.36	25.48	26.63	27.84
	Computer Tech Coord.						
7	Bus Driver	21.92	22.91	23.92	25.02	26.15	27.35
	Library Media Clerk & ELCTMS						
7a	Custodian/Bus Driver	21.58	22.54	23.55	24.62	25.34	26.92
(epics 17)							
6	Custodian	21.23	22.18	23.19	24.23	24.54	26.48
	Van Driver						
5	Olancha Sec/Aide	21.09	22.01	23.01	24.05	25.12	26.12
4	Clerk Typist	20.81	21.74	22.69	23.72	24.78	25.92
	(Sub Rate for Ofc Staff & Lib)						
3	Computer Instruc. Assist.	20.32	21.15	22.00	22.91	23.85	24.83
2a	Instructional Aide 1:1	20.26	20.90	21.47	21.86	22.26	22.66
(epics15)	Instructional Aide Bilingual						
2	Food Service Worker	20.21	20.85	21.09	21.41	21.65	22.04
	Instructional Aide						
	Instructional Aide - Spec Ed						
	Noon Duty Aide						
1	Crossing Guard	20.07	20.44	20.81	21.18	21.57	21.96
	Food Service Assistant						

Employee's annual pay is calculated by rate of pay(hourly)*daily hours*number of work days(yearly). August and June are paid by actual work days, the balance of annual is dispersed evenly thru September-May, off of based salary. Longevity is paid from September thru June.

THE EMPLOYER PAYS THE EMPLOYEE PORTION OF PERS FOR THOSE HIRED PRIOR TO JANUARY 1, 2013.
OVERTIME IS TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK.
OVERTIME COMPENSATION ACCORDING TO CURRENT CONTRACT.

ANNUAL LONGEVITY PAY: REGULAR EMPLOYEES WILL BE ELIGIBLE AFTER COMPLETING 7 SCHOOL YEARS OF SERVICE. LONGEVITY PAY WILL BE PRORATED FOR EMPLOYEES WORKING LESS THAN 8 HOURS PER DAY OR LESS THAN 12 MONTHS PER YEAR.			
LONGEVITY TIME LINE		Years	Hourly
EMPLOYEE AFTER 7 YEARS OF SERVICE		7	0.46
EMPLOYEE AFTER 11 YEARS OF SERVICE		11	0.60
EMPLOYEE AFTER 14 YEARS OF SERVICE		14	0.78
EMPLOYEE AFTER 18 YEARS OF SERVICE		18	1.03
EMPLOYEE AFTER 21 YEARS OF SERVICE		21	1.33
EMPLOYEE AFTER 25 YEARS OF SERVICE		25	1.73
EMPLOYEE AFTER 28 YEARS OF SERVICE		28	2.25
EMPLOYEE AFTER 32 YEARS OF SERVICE		32	2.87

Board Approved: 3/19/25
Effective: July 1, 2024

LONE PINE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERFORMANCE EVALUATION

EMPLOYEE:

JOB TITLE:

DEPARTMENT:

EVALUATION PERIOD: From to

The expectation levels are based on the job description, office policies and practices and the standards for all like positions.	Exceeds requirements of position * (*Written comment required)			
	Meets requirements of position.			
	Falls below requirements of position.*			
	Unsatisfactory*			
A. PERSONAL CHARACTERISTICS	Specific commendations/recommendation/requirement			
1. Attitude				
2. Ability to work effectively w/ others				
3. Cooperativeness				
4. Punctuality and attendance				
5. Dependability				
6. Adaptability				
7. Health and vitality				
8. Tactfulness				
9. Appearance				
B. JOB SKILLS	Specific commendations/recommendation/requirement			
1. Neatness				
2. Accuracy				
3. Thoroughness				
4. Meets schedules				
5. Productivity				
C. PROFESSIONAL EFFECTIVENESS	Specific commendations/recommendation/requirement			
1. Follows instructions				
2. Communicates effectively				
3. Understands work and procedures				
4. Demonstrates initiative				
5. Demonstrates skill w/ equipment				
6. Observes safety procedures				
7. Exhibits vocational growth				
8. Uses good judgement				
D. SUPERVISORY	Specific commendations/recommendation/requirement			
1. Coordinates, plans and assigns work				
2. Accepts responsibility				
3. Established work standards				
4. Trains and instructs staff				
5. Exhibits fairness/impartiality to staff				
6. Demonstrates leadership				
7. Is accessible/approachable				
8. Obtains productivity				
9. Controls staff				
10. Knows and observes office policies				
E. SPECIFIC AREAS OTHER THAN ABOVE OR OTHER COMMENTS:				

EVALUATOR RECOMMENDATION (If Probationary):

Permanency Yes No N/A

CERTIFICATION OF EVALUATOR:

I hereby certify that this report constitutes my best judgement of the service value of this employee and is based on personal observation and knowledge of his/her work.

Signature of Evaluator

Date

Title

CERTIFICATION OF EMPLOYEE:

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may request a conference with the reviewer and/or attached any pertinent comments to this evaluation in my personnel file.

Signature of Employee

Date

Signature of Reviewer

Original Copy: District Office Personnel File
Copy: Evaluator
Copy: Employee

**LONE PINE UNIFIED SCHOOL DISTRICT
GUIDELINES FOR CLASSIFIED PERFORMANCE REVIEW**

PURPOSE: These guidelines are issued by the Lone Pine Unified School District to assist supervisors in the evaluation of classified employees. The guidelines and adopted evaluation form were designed to provide a comprehensive system for the assessment of employee performance. It is urgent that a conference be scheduled during which the ratings and accompanying comments should be carefully discussed and interpreted with the employee.

PROCEDURE:

1. Every regular classified employee shall receive during a probationary period a formal written performance rating in prescribed format at the end of the 5th month and the 11th month of service.
2. Every regular permanent classified employee shall receive a formal written evaluation in prescribed format each year on or before June 1st.
3. Every regular classified employee whether probationary or permanent may be evaluated by an immediate supervisor at any other time. A conference shall be held during which time the evaluation shall be discussed. Each evaluation shall include and reflect the performance of the employee from the date of the last evaluation to the date of the current evaluation.
4. The employee shall receive a copy of the evaluation(s) and be allowed to attach a rebuttal, should he/she desire, prior to the evaluation being filed in the official personnel folder.

The signature of the employee and that of the immediate supervisor shall be entered on the evaluation form denoting awareness of and knowledge of contents therein. Should the employee refuse to sign, that fact shall be noted on all copies of the evaluation form.

5. It is suggested that the evaluator begin by marking lightly in pencil the Itemized Check List. A check mark or X is required opposite each item which best describes the employee's performance. Space is provided at the bottom for consideration of additional items which may be unique to the position or to the person..
6. Specific commendations or recommendations should be made to the right of the rating squares for each category. It should be stressed that a written comment is required for any item **exceeding or falling below** the requirements of the position.
7. The distribution of the Classified Performance Review should be: (1) original to the District Office, (2) copy retained by the evaluator, (3) copy to the employee.

DEFINITIONS:

1. Exceeds Requirements - the employee's performance in this category is consistently outstanding and consistently exceeds the expectations of the evaluator in a specific category. This category is not appropriate if performance is always acceptable and in a few instances outstanding.
2. Meets Requirements - the employee's performance in this category almost always meets or exceeds the evaluator's expectations. If there have been instances of outstanding performance in this category, they do not meet the high level of consistency required for a rating of "Exceeds Requirements." If there has been any minor instance of performance below requirements in this category, the problem has been corrected during the rating period and no further unsatisfactory performance is reasonably anticipated in this category.
3. Falls Below Requirements - The employee's performance in this category falls below the standards required for a rating of "Meets Requirements."
4. Unsatisfactory - the employee's performance is generally below the evaluator's standards, or he or she has failed to correct unsatisfactory performance during the rating period, or in specific instances the employee's performance has been so unsatisfactory as to merit this rating even in the light of correction or otherwise satisfactory performance in this category.

**DEFINITIONS OF RATING CATEGORIES
CLERICAL AND GUIDANCE TECH**

A. PERSONAL CHARACTERISTICS

1. Attitude
 - a. Shows respect for others
 - b. Maintains a positive point of view, making suggestions in a constructive, helpful manner
 - c. Demonstrates ability to maintain a cheerful and professional behavior
2. Ability to work effectively with others
 - a. Works harmoniously and cooperatively with others
 - b. Demonstrates willingness to assist colleagues
 - c. Shows sensitivity for feelings of others
 - d. Accepts and implements constructive criticism
 - e. Is a positive influence on morale and is non-judgmental in interactions with others
 - f. Confronts conflict situations skillfully
3. Cooperativeness
 - a. Complies with rules and regulations applicable to the job
 - b. A willingness and ability to work with others
4. Punctuality and attendance
 - a. Employee is punctual in complying with the assigned hours of work, in meeting schedules and in completing work assignments
5. Dependability
 - a. Can be depended on to follow through with assigned duties
 - b. Motivated to improve program productivity and to achieve and establish goals
6. Adaptability
 - a. Undertakes and implements new projects/assignments
 - b. Anticipates change
 - c. Copes with stress of change in a reasonable way
 - d. Able to shift priorities when necessary
 - e. Remains open and objective on most issues
 - f. Able to adapt to new surroundings, supervisors, equipment when applicable
7. Health and vitality
 - a. Possesses apparent state of good health as evidenced through observation and regularity of attendance
 - b. Practices good on-the-job health habits

8. **Tactfulness**
 - a. **Recognizes that tact is extremely important in all relationships with colleagues and public**
9. **Appearance**
 - a. **Demonstrates a neat, clean appearance and is appropriately dressed to commensurate with work to be done**

B. JOB SKILLS

1. **Neatness**
 - a. **Assignments are produced in a precise and skillful manner**
 - b. **Work area is maintained in accordance to health regulations and office regulations**
2. **Accuracy**
 - a. **Completes work assignments accurately and in a pleasing manner**
 - b. **Reviews completed assignments for possible corrections or changes**
3. **Thoroughness**
 - a. **Carries work assignments through to completion**
 - b. **Is careful about detail**
4. **Meets schedules**
 - a. **Conscious effort to meet deadlines**
 - b. **Consistently accomplishes required work assignment with minimum supervision**
 - c. **Takes initiative to organize and meet work load to completion of task**
5. **Productivity**
 - a. **Makes effective use of time**
 - b. **Seeks additional assignments when necessary**

C. PROFESSIONAL EFFECTIVENESS

1. **Follows instructions**
 - a. **Follows daily schedules and routines**
2. **Communicates effectively**
 - a. **Speaks in a professional and pleasant manner**
3. **Understands work and procedures**
 - a. **Needs only minimal guidelines and instructions to carry a job to completion**
4. **Demonstrates initiative**

- a. Anticipates and performs needed tasks
 - b. Motivated to improve departmental productivity and to achieve and establish goals
 - c. Takes the initiative to explore innovative ways to accomplish tasks
 - d. Shares ideas and provides constructive suggestions for work-related improvements
 - e. Is able to make decisions or prepare solutions to problems which are supported by facts and sound judgment
5. Demonstrates skill with equipment
- a. Maintains and operates equipment properly
6. Observes safety procedures
- a. Aware of and/or anticipates potential hazards and eliminates them effectively
7. Exhibits vocational growth
- a. Shows continuing desire to improve
8. Uses good judgment
- a. Has the ability to come to an opinion
 - b. Goes through appropriate channels in dealing with matters affecting personnel and assigned duties

**DEFINITIONS OF RATING CATEGORIES
INSTRUCTIONAL AND CLASSROOM AIDES AND LIBRARY CLERK**

A. PERSONAL CHARACTERISTICS

1. Attitude
 - a. Shows respect for others
 - b. Maintains a positive point of view, making suggestions in a constructive, helpful manner
 - c. Demonstrates ability to maintain a cheerful personality in the classroom
2. Ability to work effectively with others
 - a. Works harmoniously and cooperatively with others
 - b. Demonstrates willingness to assist colleagues
 - c. Interacts in a positive way with children and staff members of different cultures
 - d. Accepts and implements constructive criticism
3. Cooperativeness
 - a. Complies with rules and regulations applicable to the job
 - b. A willingness and ability to work with others
4. Punctuality and attendance
 - a. Employee is punctual in complying with the assigned hours of work, in meeting schedules and in completing work assignments
5. Dependability
 - a. Can be depended on to follow through with assigned duties
6. Adaptability
 - a. Accommodates a variety of behavior styles among children
 - b. Is receptive to new ideas
 - c. Allows children time to explore and interact with the environment at their own pace
 - d. Accepts necessary schedule or assignment changes in a positive manner
 - e. Keeps personal problems out of the school situation
7. Health and vitality
 - a. Possesses apparent state of good health as evidenced through observation and regularity of attendance
 - b. Practices good on-the-job health habits
8. Tactfulness
 - a. Recognizes that tact is extremely important in all relationships with colleagues and public

9. Appearance

- a. Demonstrates a neat, clean appearance and is appropriately dressed to commensurate with work to be done

B. JOB SKILLS

1. Neatness

- a. Assists teacher in maintaining an appropriate environment
- b. Encourages students to maintain good housekeeping habits

2. Accuracy

- a. Completes work assignments accurately

3. Thoroughness

- a. Carries work assignments through to completion
- b. Is careful about detail

4. Meets schedules

- a. Meets schedules for completion of assigned tasks

5. Productivity

- a. Makes effective use of time

C. PROFESSIONAL EFFECTIVENESS

1. Follows instructions

- a. Follows daily schedules and routines

2. Communicates effectively

- a. Speaks to children in normally modulated voice
- b. Encourages children to use extended language
- c. Demonstrates listening skills
- d. Models correct language
- e. Uses vocabulary understood by students
- f. Encourages free flow conversation among children and between children and adults

3. Understands work and procedures
 - a. Uses methods and techniques approved by the program's instructional practices
 - b. Allows children to pursue activities independently without undue intervention
 - c. Utilizes positive reinforcement
 - d. Shows consistency in maintaining acceptable student behavior patterns
 - e. Consistently encourages courtesy in the classroom
 - f. Is sympathetic, kind and patient - yet firm
 - g. Is able to handle behavior problems without emotional upset or extreme measures
 - h. Encourages students to be creative
 - i. Assists in establishing reasonable limits for children
 - j. Redirects undesirable behavior by using strategies that are positive learning experiences
 - k. Provides for the student's physical needs as appropriate
 - l. Carries out authorized emergency and safety procedures
4. Demonstrates initiative
 - a. Shares ideas and provides constructive suggestions for program improvement
5. Demonstrates skill with equipment
 - a. Maintains and operates equipment as appropriate
6. Observes safety procedures
 - a. Aware of and/or anticipates potential hazards and eliminates them effectively
7. Exhibits vocational growth
 - a. Shows continuing desire to improve
8. Uses good judgment
 - a. Treats children's mistakes as positive learning experiences
 - b. Does not use sarcasm or intentionally embarrass pupils or staff members
 - c. Recognizes that tact is extremely important in all human relationships with colleagues, students, parents, and public
 - d. Goes through appropriate channels in dealing with matters affecting school or program

**DEFINITIONS OF RATING CATEGORIES
LEAD FOOD SERVICE WORKER AND FOOD SERVICE WORKER**

A. PERSONAL CHARACTERISTICS

1. Attitude
 - a. Shows respect for others
 - b. Maintains a positive point of view, making suggestions in a constructive, helpful manner
 - c. Demonstrates ability to maintain a cheerful personality
2. Ability to work effectively with others
 - a. Works harmoniously and cooperatively with others
 - b. Demonstrates willingness to assist colleagues
 - c. Accepts and implements constructive criticism
3. Cooperativeness
 - a. Complies with rules and regulations applicable to the job
 - b. A willingness and ability to work with others
4. Punctuality and attendance
 - a. Employee is punctual in complying with the assigned hours of work, in meeting schedules and in completing work assignments
5. Dependability
 - a. Can be depended on to follow through with assigned duties
 - b. Follows accepted procedure for notifying supervisor of absences
6. Adaptability
 - a. Is receptive to new ideas
 - b. Accepts necessary schedule or assignment changes in a positive manner
 - c. Keeps personal problems out of the school situation
 - d. Willing to show independent growth
7. Health and vitality
 - a. Possesses apparent state of good health as evidenced through observation and regularity of attendance
 - b. Practices good on-the-job health habits
 - c. Follows prescribed hygienic practices
8. Tactfulness
 - a. Recognizes that tact is extremely important in all relationships with colleagues and public
9. Appearance

- a. Demonstrates a neat, clean appearance and is appropriately dressed to commensurate with work to be done

B. JOB SKILLS

1. Neatness

- a. Work area is maintained in accordance to health regulations and office regulations

2. Accuracy

- a. Completes work assignments accurately
- b. Keeps and maintains appropriate records, i.e., inventory and ensuring proper rotation of inventory

3. Thoroughness

- a. Carries work assignments through to completion
- b. Is careful about detail

4. Meets schedules

- a. Meets schedules for completion of assigned tasks

5. Productivity

- a. Makes effective use of time

C. PROFESSIONAL EFFECTIVENESS

1. Follows instructions

- a. Follows daily schedules and routines as directed

2. Communicates effectively

- a. Communicates with supervisor effectively
- b. Demonstrates listening skills
- c. Communicates with students and substitute help effectively (where appropriate)
- d. Willingness to ask questions

3. Understands work and procedures

- a. Uses approved methods and techniques
- b. Utilizes positive reinforcement
- c. Carries out authorized emergency and safety procedures

4. Demonstrates initiative
 - a. Shares ideas and provides constructive suggestions for program improvement
 - b. Shows ingenuity and judgement in completing tasks in emergency situations
5. Demonstrates skill with equipment
 - a. Maintains and operates equipment as assigned and as appropriate
6. Observes safety procedures
 - a. Aware of and/or anticipates potential hazards and eliminates them effectively
7. Exhibits vocational growth
 - a. Shows continuing desire to improve
 - b. Demonstrates ability to transfer learning into practice
8. Uses good judgment
 - a. Does not use sarcasm or intentionally embarrass pupils or staff members
 - b. Recognizes that tact is extremely important in all human relationships with colleagues, students, parents and public
 - c. Goes through appropriate channels in dealing with matter affecting school or program

**DEFINITION OF RATING CATEGORIES
BUS DRIVERS, MAINTENANCE, CUSTODIANS AND GROUNDS KEEPERS**

A. PERSONAL CHARACTERISTICS

1. Attitude
 - a. Shows respect for others
 - b. Maintains a positive point of view, making suggestions in a constructive, helpful manner
 - c. Demonstrates ability to maintain a cheerful and professional behavior
2. Ability to work effectively with others
 - a. Works harmoniously and cooperatively with others
 - b. Demonstrates willingness to assist colleagues
 - c. Shows sensitivity for feelings of others
 - d. Accepts and implements constructive criticism
 - e. Is a positive influence on morale and is non-judgmental in interactions with others
 - f. Confronts conflict situations skillfully
3. Cooperativeness
 - a. Complies with rules and regulations applicable to the job
 - b. A willingness and ability to work with others
4. Punctuality and attendance
 - a. Employee is punctual in complying with the assigned hours of work, in meeting schedules and in completing work assignments
5. Dependability
 - a. Can be depended on to follow through with assigned duties
 - b. Motivated to improve program productivity and to achieve and establish goals
6. Adaptability
 - a. Undertakes and implements new projects/assignments
 - b. Anticipate change
 - c. Copes with stress of change in a reasonable way
 - d. Able to shift priorities when necessary
 - e. Remains open and objective on most issues
 - f. Able to adapt to new surroundings, supervisors, equipment when applicable
7. Health and vitality
 - a. Possesses apparent state of good health as evidenced through observations and regularity of attendance
 - b. Practices good on-the-job health habits
 - c. Ability to reasonably perform physical tasks required of the position, e.g., lifting

8. Tactfulness
 - a. Recognizes that tact is extremely important in all relationships with colleagues and public
9. Appearance
 - a. Demonstrates a neat, clean appearance and is appropriately dressed to commensurate with work to be done

B. JOB SKILLS

1. Neatness
 - a. Work area is maintained in accordance to health regulations and office regulations
2. Accuracy
 - a. Completes work assignments accurately and in a pleasing manner
3. Thoroughness
 - a. Carries work assignments through to completion
 - b. Is careful about detail
4. Meets schedules
 - a. Conscious effort to meet deadlines
 - b. Consistently accomplishes required work assignment with minimum supervision
 - c. Takes initiative to organize and meet work load to completion of task
5. Productivity
 - a. Makes effective use of time
 - b. Seeks additional assignments when necessary

C. PROFESSIONAL EFFECTIVENESS

1. Follows instructions
 - a. Follows daily schedules and routines
2. Communicates effectively
 - a. Speaks in a professional and pleasant manner
3. Understands work and procedures
 - a. Needs only minimal guidelines and instructions to carry a job to completion

4. Demonstrates initiative
 - a. Anticipates and performs needed tasks
 - b. Motivated to improve departmental productivity and to achieve and establish goals
 - c. Takes the initiative to explore innovative ways to accomplish tasks
 - d. Shares ideas and provides constructive suggestions for work-related improvements
 - e. Is able to make decisions or prepare solutions to problems which are supported by facts and sound judgment

5. Demonstrates skill with equipment
 - a. Maintains and operates equipment as appropriate

6. Observes safety procedures
 - a. Aware of and/or anticipates potential hazards and eliminates them effectively

7. Exhibits vocational growth
 - a. Shows continuing desire to improve

8. Uses good judgment
 - a. Has the ability to come to an opinion
 - b. Goes through appropriate channels in dealing with matters affecting personnel and assigned duties
 - c. Ability to remain calm and responds effectively to emergency situations

DEFINITIONS OF RATING CATEGORIES SUPERVISORY

Whenever a supervisor is to be evaluated, the Personnel Evaluation Committee recommends the following general guidelines be followed:

The effective supervisor leads the staff to attain its maximum potential and to promote work objectives; possesses an awareness of general office policies and provides the necessary personal coordination between other work sections, departments and divisions.

The effective supervisor is one who plans, organizes, motivates, leads, listens, instructs, informs, trains, reviews and makes decisions.

The above recommendations should be considered while rating supervisors during an evaluation.

LONE PINE UNIFIED SCHOOL DISTRICT

CLASSIFIED PROFESSIONAL GROWTH PROGRAM
APPLICATION FORM

(Must be completed and approved prior to commencing any activities)

Name _____

Location _____ Classification _____

Course/Workshop Title _____

Institution _____ Course No _____

Date Course Begins _____ Date Course Ends _____

Semester Units _____ No. of Hours Attendance _____

Nature of Course _____

Comments: _____

Employee's Signature Date

- Recommended as job related.
- Not related to present job.

Comments: _____

Supervisor's Signature Date

- APPROVAL:
- Approved as job related.
 - Approved as a general course unrelated to your job.
 - Not approved.

Superintendent's Signature Date