



Lone Pine Unified School District

EMPLOYEE HANDBOOK

2026-2027

EVERY STUDENT EVERY DAY
RELATIONSHIPS MATTER
CONTINUOUS IMPROVEMENT

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1.0 Welcome

1.1 Handbook Purpose

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

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

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

Please take the time now to read this handbook carefully. Sign the acknowledgement at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The District reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact District Office.

2.0 Introduction

2.1 About the District

Lone Pine is a small rural community located on the eastern side of the Sierra Nevada mountains at the base of Mt. Whitney, approximately 200 miles northeast of Los Angeles on Hwy 395. The District includes 2 schools: one high school with 82 students and one elementary/middle school with 200 students.

2.2 District Facilities

In addition to the two school sites, the District has one central office, one classroom, and one board meeting room.

LONE PINE UNIFIED SCHOOL DISTRICT

William Brown, Superintendent
301 S Hay St
Lone Pine, CA 93545
(760)876-5579

LO-INYO ELEMENTARY SCHOOL (K-8)

Derek Moisant, Principal
223 E. Locust St
Lone Pine, CA 93545
(760) 876-5581

LONE PINE HIGH SCHOOL (9-12)

William Brown, Principal
538 S Main St
Lone Pine, CA 93545
(760)876-5577

2.3 Ethics Code

PROFESSIONAL STANDARDS FOR EMPLOYEES

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

Each employee is expected to acquire the knowledge and skills necessary to fulfill their responsibilities and to contribute to the learning and achievement of district students.

Inappropriate Conduct

Inappropriate employee conduct includes, but is not limited to:

- Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon
- Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
- Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
- Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining inappropriate electronic communication, written, verbal, or physical relationship with a student
- Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
- Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
- Willfully disrupting district or school operations by loud or unreasonable noise or other action
- Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity
- Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
- Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information
- Using district equipment or other district resources for the employee's own commercial purposes or for political activities
- Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity
- Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voicemail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.
- Causing damage to or engaging in theft of property belonging to students, staff, or the district
- Wearing inappropriate attire

Reports of Misconduct

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

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to

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

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

2.4 Mission Statement

Mission

Lone Pine Unified School District is committed to equipping every student with the tools they need for academic, personal and social achievement.

2.5 District Contacts

William Brown, Superintendent

Kasey Wuester, Executive Secretary/Personnel

Marjianne Yonge, Director of Finance

Matt Greaver, Computer Technician

3.0 Hiring and Orientation Policies

3.1 Job Descriptions

Lone Pine Unified School District attempts to maintain a job description for each position. If you do not have a current copy of your job description, you can request one from the district office.

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

If you have any questions regarding your job description or the scope of your duties, please speak with the district office.

3.2 New Hires and Introductory Periods

CERTIFICATED EMPLOYEES

Probationary Status

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

Permanent Status

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

CLASSIFIED EMPLOYEES

Probationary Period

All new employees of the District are required to serve a probationary period of six months. This is a period of evaluation, wherein if conduct and work are satisfactory and warrant continuing employment, the employee will become a permanent employee of the District. Employees may be dismissed at any time, for any reason compliant with State and Federal law, during the probationary period.

Permanent Status

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

3.3 Posting of Openings

Lone Pine Unified School District desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings will be posted on [Edjoin](#).

INTERNAL CERTIFICATED POSTINGS

When the District has determined that a vacancy or new position exists in any regular full-time

teaching position and intends to fill it, the District shall post such announcement in all schools, send an email notice to all employees, and send a copy to the Association. Current certificated employees must request voluntary transfers by submitting notice to district office within five (5) days of the date of posting the vacancy announcement.

INTERNAL CLASSIFIED POSTINGS

Notice of all classified job vacancies shall be posted on Edjoin, sent via email communication and posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time current classified employees may apply for the vacancy.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 by the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Lone Pine Unified School District. If you are currently employed and have not complied with this requirement or if your status has changed, inform the district office.

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

3.5 Disability Accommodation

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

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

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

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

with a request for accommodation will be treated as confidential.

The District encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District. If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

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

3.6 EEO Statement and Non Harassment Policy

Equal Opportunity Statement

Lone Pine Unified School District is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The District is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

Lone Pine Unified School District has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and

twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

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

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

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

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

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or

other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later ceased to be reciprocal.

Sexual harassment is generally categorized into the following types:

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

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

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

Retaliation

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

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

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

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

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify the Assistant Superintendent, Human Resources or any member of management.

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

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

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

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

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside of LPUSD

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

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

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

Email: contact.center@dfeh.ca.gov

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

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

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

3.7 Religious Accommodation

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

3.8 Accommodations for Victims of Crime or Abuse

Lone Pine Unified School District will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the District.

Reasonable accommodations may include the implementation of safety measures such as:

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

Upon receiving a request, the District will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Organization that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

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

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

Unpaid Leave

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

For purposes of unpaid leave, **victim** includes:

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

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

Immediate family member means:

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

minor.

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

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

Notice

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

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

Confidentiality

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

Retaliation

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

4.0 Wage and Hour Policies

4.1 Attendance Policy

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

performance, and that they are given a fair opportunity to succeed. Specifically:

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

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

Lone Pine Unified School District utilizes a sick and vacation balance tracking system called [Aesop](#). This web-based program is used to document employee absences. This system allows all employees to access sick leave and vacation balances (beginning, earned and taken). The [Employee Self Service Payroll & Leave](#), allows employees to access payroll stubs and W2 forms.

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

Classified employees must obtain pre-approval (in writing, email is preferred) from their supervisor for the following absences:

- Vacation
- Floating Holiday

4.2 Recording Time

Federal and state laws require Lone Pine Unified School District to keep accurate records of hours worked by nonexempt (hourly) employees. You are required to notify the District of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

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

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

4.3 Business Expenses Policy

The purpose of this policy is to define approved non-travel business expenses and the authority for

incurring and approving such expenses at Lone Pine Unified School District.

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

Authority

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

Unauthorized Purchases

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

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

District employees are prohibited from signing contracts offered by vendors. The power to execute contracts is designated by the Governing Board. Contracts signed by unauthorized individuals shall be considered non-binding.

Employee Reimbursement

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

- The purchase must have been pre-approved by the employee's supervisor. Any purchases for an amount over \$250 must also be pre-approved by the Superintendent, Director of Finance by completing the Pre-Approval Purchase Request Form.
- The expenditure must be appropriate and supported by the appropriate original, itemized receipt.
- Personal purchases of equipment, including technology, will not be reimbursed, unless

approved in writing prior to the purchase by the appropriate administrators.

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

Reporting

Report approved expenses on the Claim for Reimbursement form and include a description of the expense, its business purpose, date, place, and an itemized receipt.

4.4 Direct Deposit

Lone Pine Unified School District encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Executive Secretary or Director of Finance for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

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

4.5 Pay Period

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

Certificated Employees

Employees that are contracted (almost everyone) have their contract paid out over equal monthly installments during the school year. Certificated staff are paid over a 10- month period. Administrators are paid over a 12-month period.

Classroom teachers teaching one or more periods beyond their regular 100% contract shall have the additional contract amount prorated for each additional period and added as a separate pay line to their contract. This additional amount will be paid over 10 monthly installments from September to June and is subject to STRS retirement contributions.

Classified Employees

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

The pay period for classified employees is the 1st of the month to the 31st of the month, paid the last working day of the month. For hourly employees, the number of days in each pay period may

fluctuate.

The pay period for short-term extra duty assignments and coaching assignments is the last working day of the month.

4.6 Paycheck Deductions

Lone Pine Unified School District is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, e.g., state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued, not later than three (3) working days after the employee provides notice to the Business Department. When an overpayment occurs, the Business Office will notify the unit member of the overpayment, and the unit member will have 30 day(s) to provide a response before the Business Office commences recoupment actions. If the unit member submits a response prior to the next pay period, the District will consider the response and determine whether recoupment is appropriate. If the unit member does not respond within 30 day(s), the unit member has no objection to recoupment, or if the District otherwise determines recoupment is appropriate, the Business Office will make the appropriate adjustment through a payroll deduction covering at least the same number of pay periods in which the error occurred. Payroll deductions shall not exceed 25 percent of the unit member's net disposable earnings for each payroll amount. In the event that an employee should terminate their employment with the District prior to paying back the entire overpayment, the District has the right to fully withhold all wages earned during the last period of employment. Furthermore, the District may take legal action to recover further repayment to fulfill the total overpayment.

4.7 Meal and Rest Periods Policy

Certificated Employees

Certificated employees are provided a minimum of 45 minutes for a duty-free lunch period.

Classified Employees

Paid rest periods and unpaid lunch periods shall be provided in the following increments:

0 to 3 hours per day: no rest or lunch periods

3.25 to 5 hours per day: 15 minute morning rest period, no lunch period

5.25 to 7 hours per day: 15 minute morning rest period, 30 minute lunch period

7 or more hours per day: 15 minute morning rest period, 30 minute lunch period (amount of time at the

discretion of supervisor), 15 minute afternoon rest period

4.8 Accommodations for Nursing Mothers (BP 4033)

Lone Pine Unified School District is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the District will provide nursing mothers with:

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

Requesting Accommodation

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

Break Times

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

Lactation Room or Location

The provided lactation room or location will:

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

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

Milk Storage

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

Retaliation

The District will not retaliate against employees who request or obtain an accommodation in

accordance with this policy.

Right to File Complaint

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

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

4.9 Overtime

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

All overtime work requires the prior approval of the supervisor.

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

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

Part-time employees shall be paid overtime for all work performed over eight (8) hours per day, or for all work performed on the sixth and seventh day.

4.10 Travel Expenses

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

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

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

Conference/Workshop Travel Authorization and Reimbursement

Travel Authorization

In order to attend a conference or workshop, employees must complete the Conference Request form with approval by the employee's principal prior to being submitted to the Superintendent's Office for Board approval. The travel request must be submitted at least three weeks prior to the date of travel and/or conference attendance but not less than nine working days before the Board meeting immediately preceding the conference.

Payment for conference/workshop attendance is accomplished with a purchase requisition. The purchase requisition should identify if prepayment of registration fees for the conference/workshop is required for a vendor that does not accept purchase orders with registration. Be sure to include the following information in the requisition in order to ensure efficient/timely processing of a purchase order and payment:

Items to include on requisition:

- Conference/workshop Name
- Person(s) attending conference/workshop
- Date(s) of conference/workshop
- Location of conference/workshop
- Board approval date (Note: Pre-payment cannot be made without Board approval.)

Items to include for payment:

- Completed Request for Board Approval of Travel on School Business
- Completed vendor conference registration form
- Conference/workshop flyer or equivalent, showing the name, location, date, cost and nature of the conference or business

Travel Expense Reimbursement

Reimbursements for conferences/workshops are not handled through the purchasing system. Travel reimbursements are compensated through the Business Office. Within 10 days of returning from a conference/workshop, the conference attendee must complete a Claim for Reimbursement form with original itemized receipts, copy of approved Request for Board Approval of Travel on School Business form, copy of conference/workshop flyer or equivalent, printed one-way directions, and submit the package to the Business Office.

Registration

Travel and Conference accommodations and registrations are arranged by the site. Registration requests should be made far enough in advance to take advantage of all available discounts. Registration shall be prepaid if sufficient funds have been budgeted and supervisory and Board approval have been obtained. If registration is paid upon arrival at the conference by the employee, an original receipt from the vendor must be submitted for reimbursement.

Transportation

Mileage reimbursement will be based on actual miles driven from the applicable District site to the event in a non-circuitous manner at the approved IRS standard mileage reimbursement rate in effect at the time of travel, if no district vehicle is available.

Lodging

Lodging shall be obtained at the most economical rate available for good quality. District office will make reservations for employee.

Parking/Toll Fees

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

Mileage & Meals

The District reimburses meals and incidental expenses on actual costs, not to exceed \$50-\$75 per day. Original receipts substantiating the expenditure are required for reimbursement. Approval for reimbursement of actual costs applies to all meal and incidental expenditures associated with the Claim for Reimbursement Form.

The District reimburses employees for mileage, when travel is required for their position or a district vehicle is not available. Staff must complete a Claim for Reimbursement form and attach a copy of the conference/workshop flyer, printed one-way direction, and submit the package to the District Office for reimbursement. Mileage reimbursement shall be paid at the approved IRS per mile rate in effect at time of travel.

4.11 Use of District Credit Cards

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

The credit card can only be used for purchases that adhere to the reimbursement procedures to eliminate paying out of pocket for these purchases. Pre-approved travel expenses for hotel, airline, and conference registrations may be paid using the credit card.

EXAMPLES OF WHEN THE CREDIT CARD MAY NOT BE USED

- Any purchase where a purchase order could have been used.
- Any contracted work of any kind, including consulting, professional services, repair or maintenance contracts, assemblies, or construction or public works contracts
- No splitting of purchase to circumvent the purchase card limits
- Equipment (any small equipment purchases must have prior approval from the CBO)
- Alcoholic Beverages or tobacco
- Technology or software (small technology purchases must have prior approval from the CBO)
- Rental or lease agreements, or contracts

- Cash advance, wire transfer, money order, traveler's checks
- Memberships or subscriptions
- Personal charges are not allowed on your District credit card
- Fines, Fees, etc.

Receipts

It is required that you retain all original itemized receipts for goods and services purchased. As you make your purchases, keep all original receipts in a file or envelope. Your monthly statement must be submitted with these receipts. If you are missing a receipt you will need to obtain a duplicate receipt from the vendor. If you are unable to obtain a duplicate copy, you are required to complete a *missing receipt form*.

Any unauthorized purchases made with a District credit card will be the cardholder's responsibility.

Immediately report lost or stolen District cards to Business Services. Failure to follow this policy may result in disciplinary action up to and including termination.

5.0 Job Performance

5.1 Professional Courtesy

Lone Pine Unified School District strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

Informal Level

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

Assistance by Immediate Supervisor

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

If the concern is regarding an action by the immediate supervisor of the employee or a higher level

administrator, the employee may request that an Association representative be present.

Assistance by the Superintendent

In the event resolution of the problem is not achieved at the immediate supervisor level, the employee may request, in writing, a meeting with the Superintendent. The request should include:

1. The specific nature of the concern and a brief statement of the facts giving rise to it.
2. The nature and extent of the adverse effect of the situation giving rise to the concern.
3. A brief summary of the results of prior meetings, the specific action which the employee wishes taken, and the reasons why it is felt that such action should be taken.

Investigation with Resolution

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

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

Investigation Without Complainant Resolution

If the matter is unresolved and the concern is regarding actions by another employee, the employee with the concern may pursue steps listed in Board Policy 4030.

Confidentiality

All information or proceedings regarding any concern shall be kept confidential by the District and the employee, shared only on a need to know basis.

5.2 Standards of Conduct

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

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

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

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

5.3 Maintaining Appropriate Adult-Student Interactions

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

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

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

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

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

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites.

Inappropriate Conduct

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

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the

site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

5.4 Criminal Activity/Arrests

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

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

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

5.5 Disciplinary Process

Violation of Lone Pine Unified School District policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The District encourages a system of progressive discipline depending on the type of prohibited conduct. However, the District is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow

you to respond to any disciplinary action taken. The District follows the disciplinary procedures outlined in Education Code for classified, certificated, and management employees.

5.6 Resignation Policy

Lone Pine Unified School District hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The District requests that you provide a minimum of two weeks' notice of your resignation. If you are a supervisor, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your supervisor. If you provide less notice than requested, the District may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The District reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The District will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the District if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

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

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

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

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

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Technology Acceptable Use Agreement

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

Because the Internet is an unregulated, worldwide vehicle for communication, information available to staff and students is impossible to fully control. Therefore, the Lone Pine Unified School District adopts this policy governing the use of electronic resources and the Internet in order to provide our expectations to individuals and groups obtaining access to these resources on Lone Pine Unified School District-owned equipment.

Lone Pine Unified School District Rights and Responsibilities

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

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

Staff Responsibilities

1. Staff members who supervise students, control electronic equipment, or otherwise have

occasion to observe student use of said equipment online shall make reasonable efforts to monitor the use of this equipment to assure that it conforms to the mission and goals of the Lone Pine Unified School District.

2. Staff should make reasonable efforts to become familiar with the Internet and its use so that effective monitoring, instruction, and assistance may be achieved.

User Responsibilities

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

Acceptable Use

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

Unacceptable Use

1. Giving out personal information about another person, including home address and phone number, is strictly prohibited.
2. Any use of the network for commercial or for-profit purposes is prohibited.
3. Excessive use of the network for personal business shall be cause for disciplinary action.
4. Any use of the network for product advertisement or political lobbying is prohibited.
5. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.
6. No use of the network shall serve to disrupt the use of the network by others. Hardware and/or software shall not be destroyed, modified, or abused in any way.
7. Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.
8. Employees/Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.
9. Use of the network to access or process pornographic material, inappropriate text files, or files dangerous to the integrity of the local area network is prohibited.
10. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or

distribution would fall within the Fair Use Doctrine of the United States Copyright Law (Title 17, USC).

11. Use of the network for any unlawful purpose is prohibited.

Disclaimer

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

No Expectation of Privacy

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

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

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

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

Installation/Modification of Technology

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

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

Intellectual Property

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

Employees must ensure that use of any material from technology will not violate applicable law or intellectual property rights of any third party. Employees who are unsure as to whether the downloading or use of such material violates the rights of a third party or applicable law should make no use of such material (including downloading it) until receiving appropriate approval. Likewise, no District proprietary information, or any material protected by copyright trademark, patent, trade

secrets and export law may be copied, posted or otherwise distributed without the express written permission of the District.

Email Rules and Regulations

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

Basic Guidelines:

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

Transactions that authorize or change an employee's pay or employment status or which require a signature, a District form, or an official government document shall not be accomplished through email. Specific examples are:

- Addition or deletion of dependents or beneficiaries on insurance plans and on death or retirement documents
- Merit increase, stipend, hours or other pay changes
- Change in automatic deposit, payroll deduction or withholding
- Revision to payroll time and attendance reports
- Budget, funding or classification of a position

6.3 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Lone Pine Unified School District must maintain a valid driver's license and acceptable driving record. The District may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the District.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.4 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Lone

Pine Unified School District has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

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

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

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

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

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

Staff participation in "flower funds," "anniversary funds," or other similar funds shall be voluntary.

The Superintendent must approve the distribution of any non-District materials (posters, flyers, events, etc.) to staff, students and families.

Violations of this policy should be reported to a supervisor.

6.5 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Lone Pine Unified School District. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The District, in accordance with applicable law, will reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the District. Contact the District Office to request a reasonable accommodation.

6.6 Personal Cell Phone/Mobile Device Use

While Lone Pine Unified School District permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive to student learning and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only.

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

While operating a vehicle on work time, the District requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

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

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

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

6.6.1 Employer-Provided Cell Phone/Mobile Device Policy

Lone Pine Unified School District may issue certain employees a District cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

6.7 Personal Information Changes

It is your obligation to provide Lone Pine Unified School District with your current contact information, including current mailing address and telephone number. You should also inform the District of any

changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Director of Finance and/or Executive Secretary.

6.8 Security

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

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

6.9 Social Media Policy

Employee Use of Personal Social Media

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

Photo guidelines

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

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

Content guidelines

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

Best practices

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

1. Be respectful

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

2. Be honest and transparent.

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

3. Be mindful of your public image

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

4. Use your best judgment

Remember there may be consequences to what you post, so consider your content carefully. If you are about to post something that makes you the slightest bit uncomfortable, review these guidelines and think about whether to post the material. If necessary, please allow the District to review before posting.

Press inquiries

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

Media Contacts

Employees are not authorized to speak on behalf of the District unless directed by the Superintendent. Direct all media inquiries for official District responses to District Office.

Retaliation and Your Rights

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

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

6.10 Confidential Student Information

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

6.11 Third Party Disclosures

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

If you receive such a contact, you should not speak on behalf of the District and should refer any call requesting the position of the District to the Superintendent.

6.12 Use of Employer Vehicles

Company vehicles are to be used for Lone Pine Unified School District business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

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

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

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

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

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

6.13 Workplace Privacy and Right to Inspect

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

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

6.14 Personnel and Medical Records

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

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

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

The District will allow viewing and/or copying of a personnel file within 30 calendar days of a written request of a current or former employee, or the employee's representative. The District will redact the names of any non-supervisory employee from the records being copied and produced.

6.15 Whistleblower Policy

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

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

6.16 Accommodations for Pregnant Employees

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

Examples of potential reasonable accommodations include:

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

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

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

LPUSD will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. Lone Pine USD is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the District.

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

The Organization will comply with state or local laws that provide additional protections beyond the PWFA.

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

7.0 Leaves and Benefits

7.1 Bereavement Leave

All employees are entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of the immediate family.

This leave will not be deducted from sick leave.

Members of the immediate family, as used in this policy, means the employee's, employee's spouse or domestic partner's:

- spouse/significant other;
- children/children-in-law;
- step-children;
- mother, father, parents;
- siblings;
- step-parents;
- aunt, uncle, cousin;
- parents-in-law, grandmother, grandfather, grandparents;
- grandchildren,
- or any person or relative living in the immediate household.

The Superintendent or designee may waive the immediate family definition if warranted by extenuating circumstances. Any additional days requested by the employee beyond those provided in this policy must be handled through the provisions of other leave. Employees should contact Executive Secretary to determine what additional leave options are available.

7.2 Jury Duty Leave

When called for jury duty, employees will be granted a leave of absence to serve as provided by the law. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor.

For court assignment for jury duty no deduction of pay will be made; however, the stipend earned in this duty will be assigned to the District.

The District reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

7.3 Leaves of Absence

The CSEA and SITA collective bargaining agreements provide additional information regarding the criteria and eligibility for a leave of absence.

The District shall not deny any eligible employee the right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, the District shall not discharge an employee or discriminate or retaliate against them for taking such leave or for their opposition to or challenge of any unlawful district practice in relation to any of these laws or for their involvement in any related inquiry or proceeding.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. This 12-month period shall coincide with the fiscal year.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time.

The District shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the District aware of the need to take the leave and the anticipated timing and duration of the leave.

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, they must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken.

Employees should contact Executive Secretary regarding any foreseen need for a leave of absence.

7.4 Family and Medical Leave of Absence Policy (AR 4161.8, 4261.8, 4361.8)

General

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

- **Parental Leave:** For the birth of your child, or adoption or foster care placement of a child with you.
- **Personal Medical Leave:** When you are unable to work due to your own serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- **Family Care Leave:** The serious health condition of your child, parent, designated person, or spouse (the term spouse includes same-sex partners in marriage and registered domestic partners).
- **Military Exigency Leave:** When your spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists)

- **Military Care Leave:** To care for your spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or that was exacerbated while on active duty. **Note:** Up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.
- **Qualifying Act of Violence:** When your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person experiences a qualifying act of violence, you can take up to 12 weeks off work.

Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by the District for at least 12 months (these need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) with the District prior to beginning the FMLA/CFRA leave; and you must have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. However, you may contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy is a rolling 12-month period measured backward from the date FMLA leave begins.
- A **spouse** means a husband or wife legally recognized as married including same-sex partners in marriage and registered domestic partners.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster, step-child, legal ward, or a child for whom you stood in loco parentis to, who is either under 18 years of age, or is 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, parent-in-law, or foster parent or any other individual who stood in loco parentis to you when you were a son or daughter.
- For purposes of the Family Care and Medical Leave/California Family Rights Act, a **“designated person”** means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one (1) FMLA/CFRA leave of absence for a designated person per 12-month period.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our

group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, reintegration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status).
This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the District and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of their office, grade, rank, or rating.

Call-In Procedures

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

Parental Leave

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

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

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

Paid Leave Utilization During FMLA Leave

If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Certification and Fitness for Duty Requirements

Provide certification from a health care provider when requesting family care, personal medical, or military care leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

Failure to timely provide certification may result in leave being delayed, denied, or revoked. In our discretion, you may also be required to obtain a second and third certification from another health care provider at District expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

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

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

Scheduling Leave and Temporary Transfers

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

Health Insurance

Your health insurance coverage will be maintained by the District during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the District may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the District may require reimbursement for the health insurance premiums paid during the leave.

Return to Work

If you take leave for your own serious health condition, you must obtain from your health care provider a release to return to work before you will be permitted to resume work.

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Spouse Aggregation

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

General Provisions

Failure to Return

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

False Reason for Leave

You will face disciplinary action and possibly be terminated if you provide a false reason for a leave.

Retaliation

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

7.5 Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Lone Pine Unified School District will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A ***pregnancy-related disability*** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job or would cause undue risk to you or your pregnancy's successful completion.

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

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Postpartum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

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

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

Call-In Procedures

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

Paid Leave Utilization During Pregnancy Leave

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

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under an American Fidelity Disability Insurance program. You are responsible for applying for these benefits and can obtain forms from American Fidelity.

Certificated Employees:

Unit members will be provided eight (8) weeks of fully paid parental leave whenever a new child is added

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the District, you may also be required to obtain a second and third certification from another health care provider at District expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the District. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

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

Health Insurance

If the District provides you with health benefits under a group health plan, the District will maintain your health insurance coverage during leave as if you were still working. You must continue to make timely payments of your share of the premiums. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the District may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the District may require reimbursement for the health

insurance premiums paid during the leave.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

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

Failure to Return

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

Alternative Employment

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

False Reason for Leave

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

Retaliation

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

7.6 Health Insurance

All regular full-time* employees are eligible for the District medical plan. Medical plan benefits are described in detail in the Summary Plan Description (SPD) please contact Director of Finance.
(*certificated staff on contract and classified staff working eight hours per day)

7.7 Dental Insurance

All regular full-time* employees are eligible for the District dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD), please contact Director of Finance.
(*certificated staff on contract and classified staff working eight hours per day)

7.8 Life Insurance

Lone Pine Unified School District provides \$50,000 of term life and accidental death and

dismemberment insurance to all eligible employees. Refer to the Summary Plan Description (SPD), please contact Director of Finance.

7.9 Vision Care Insurance

All benefit-eligible employees are eligible for the District vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD), please contact Director of Finance.

7.10 Employee Assistance Program (EAP)

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

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

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

EAP services can be initiated by contacting the EAP service provider, Health Advocate, at: memberservices@CVTrust.org or by phone at (800)288-9870.

7.11 Unemployment Compensation Insurance Policy

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

7.12 Workers' Compensation Insurance Policy

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

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your

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

The District's third-party workers' compensation administrator is:

Self-Insured Schools of California
2000 K Street
Bakersfield, CA 93301
Phone: (661) 636-4710

District employees may seek treatment for an occupational illness or injury at:

Southern Inyo Clinic
510 E. Locust St
Lone Pine, CA 93545

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

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

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

7.13 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Lone Pine Unified School District employees and their beneficiaries to continue health insurance coverage under the District health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in

hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Executive Secretary to learn more about your COBRA rights.

7.14 Military Leave (USERRA)

Lone Pine Unified School District complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify Human Resources of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.15 Crime Victim Leave

Lone Pine Unified School District provides employees who are victims of crime or abuse with unpaid leave to:

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

Victim includes:

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

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

Immediate family member means:

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

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

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

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

Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

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

The District will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy.

7.16 Leave for Victims of Domestic Violence, Sexual Assault or Stalking

Lone Pine Unified School District provides employees who are victims of domestic violence, sexual assault, or stalking with unpaid leave to:

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

- A police report showing that you were the victim of domestic violence, sexual assault, or stalking; or
- A court order protecting or separating you from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, health care provider, or counselor stating that you were

undergoing treatment for physical or mental injuries or abuse resulting from victimization of an act of domestic violence, sexual assault, or stalking.

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

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

8.0 Safety and Loss Prevention

8.1 General Safety Policy

It is the responsibility of all Lone Pine Unified School District employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the District's health and safety rules. Failure to follow the District health and safety rules may result in disciplinary action, up to and including termination of employment. The District also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed.

Refer to the District's Injury and Illness Prevention Program (IIPP) for more information about safety.

8.2 Policy Against Workplace Violence

Civility Policy

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

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

Uncivil conduct, like other forms of disruptive behavior, interferes with the ability of school and District employees to provide a high quality education for our students. It is paramount that District

employees be able to serve all students equitably, without undue time demands that detract from their focus on student learning. This policy is intended to ensure, to the extent possible and reasonable, a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression. The District hopes to present all employees, parents, and community members as positive role models to the students of the District, as well as the general community. Therefore, the Lone Pine Unified School District encourages positive, respectful, and considerate communication and actions, and District discourages hostile, harassing, or excessive communication and actions. This applies to personal and electronic interactions, social media, and telephone calls.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

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

Reporting Incidents of Violence

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

Violations

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

Retaliation

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to Executive Secretary.

8.3 Drug and Alcohol Policy (BP 4020)

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

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty.

Americans with Disabilities Act

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

9.0 Required Notices

9.1 Complaint Procedures

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

When information resolution is not possible, a formal complaint process exists for parents, students, community members and employees. Employees represented by labor unions may also seek union representation. Complaint and professional courtesy procedures are outlined in each bargaining unit agreement.

Complaints Concerning District Employees (Board Policy 1312.1)

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

Uniform Complaint Procedures (Board Policy 1312.3)

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and accompanying Administrative Regulation 1312.4.

Williams Complaint Procedures (Administrative Regulation 1312.4)

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

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

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

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

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

9.2 Mandated Reporting of Child Abuse

California Penal Code 11166.5(a) requires that any mandated reporter as specified in Section 11165.7 prior to commencing their employment, and as a prerequisite to that employment, shall sign the certification form when they have completed the training on [A Safety & Regulatory Compliance System](#), that they are a mandated reporter and inform the employee of their reporting obligations under Section 11166 and will comply with provisions. On September 29, 2014, Governor Brown signed Assembly Bill 1432. This law requires all school districts to provide annual training to their employees in child abuse detection and mandatory reporting obligations under the Child Abuse and Neglect Reporting Act (CANRA) within the first six weeks of each school year, and to new employees within the first six weeks of hire.

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

- A teacher,
- An instructional aide,
- A teacher's aide or teacher's assistant employed by any public or private school,
- A classified employee of any public school,

- An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.
- An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.

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

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

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

9.3 Non-discrimination in Employment (BP 4030)

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

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

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

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to

adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 1. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status.
 2. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 3. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 4. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

TITLE IX: NON-DISCRIMINATION (AR 4119.12)

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

The Title IX Coordinator(s) may be contacted at:
William Brown, Superintendent
wibrown@lpusd.k12.ca.us
(760) 876-5579 ext. 3192

9.4 Sexual Harassment (BP 4119.11)

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

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

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

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

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

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

Any district employee who feels that they have been sexually harassed in the performance of their district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

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

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

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass their supervisor in filing a complaint where the supervisor is the subject of the complaint.

9.5 Tobacco Free Schools (BP 4020)

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

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

Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy. Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

Closing Statement

On behalf of Lone Pine Unified School District and the Board of Education, I would like to extend my gratitude for your support of our students and community. It is our mission to ensure that each student gains the knowledge, experience, world perspectives, and skills needed to become lifelong learners and producers in a competitive and interconnected world.

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

Thank you for your service to the District and we look forward to an amazing 2026-27 school year.

Sincerely,

William Brown, Superintendent
Lone Pine Unified School District