



LUCIA MAR
UNIFIED SCHOOL DISTRICT

EMPLOYEE HANDBOOK 2024-2025

602 Orchard Street | Arroyo Grande, CA 93420

805-474-3000

www.LuciaMarSchools.org

Revised September 6, 2024

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ALL EMPLOYEES GENERAL INFORMATION

SUPERINTENDENT & BOARD OF EDUCATION

Superintendent
Paul Fawcett, Ed.D.

BOARD OF EDUCATION

The Lucia Mar Unified School District Board of Education is elected by our community. The Governing Board consists of seven members whose terms are staggered. The board's primary role is to work with the Superintendent to fulfill its major responsibilities which include:

- Setting the direction for the district;
- Establishing an effective and efficient organizational structure for the district;
- Providing support to the Superintendent and staff as they carry out the Board's direction;
- Ensuring accountability to the public for the performance of the district's schools;
- Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels.

2024-2025 Lucia Mar Unified School District Board Of Education

Colleen Martin, President
Trustee Area 5

Don Stewart, Vice President
Trustee Area 1

Donna Kandel, Clerk
Trustee Area 7

Vicki Meagher, Member
Trustee Area 4

Andrea Naemi-Vergne, Member
Trustee Area 3

Eileen Pham, Member
Trustee Area 6

Dee Santos, Member
Trustee Area 2

DISTRICT & SITE CONTACT INFORMATION

District Offices			
Superintendent's Office	805-474-3000 x1080	Student Services	805-474-3000 x1150
Curriculum Office Main	805-474-3000 x1090	Warehouse	805-474-3000 x1026
Business Office Main	805-474-3000 x1070	Print Shop	805-474-3000 x1020
Payroll (Last Names A-G)	805-474-3000 x1056	Information Technology Services (ITS) Helpline	805-474-3000 x1000
Payroll (Last Names H-O)	805-474-3000 x1050	Facilities, Maintenance & Operations	805-474-3000 x1030
Payroll (Last Names P-Z)	805-474-3000 x1133	Transportation	805-474-3100
Human Resources Department			
Administrative Assistant	805-474-3000 x1190	Health Benefits	805-474-3000 x1192
Credentials/Student Teachers/Complaints	805-474-3000 x1194	Leaves of Absence & Workers' Compensation	805-474-3000 x1195
Certificated Employees	805-474-3000 x1197	Substitutes/Aesop	805-474-3000 x1199
Classified Employees	805-474-3000 x1193	Fingerprinting/ID Badges/Coaches	805-474-3000 x1196
School Sites			
Branch Elementary School	805-474-3720	Judkins Middle School	805-474-3600
Dana Elementary School	805-474-3790	Mesa Middle School	805-474-3400
Fairgrove Elementary School	805-474-3740	Paulding Middle School	805-474-3500
Grover Beach Elementary School	805-474-3770		
Grover Heights Elementary School	805-474-3700	Arroyo Grande High School	805-474-3200
Harloe Elementary School	805-474-3710	Central Coast New Tech High School	805-474-3350
Lange Elementary School	805-474-3670	Lopez Continuation High School	805-474-3750
Nipomo Elementary School	805-474-3780	Nipomo High School	805-474-3300
Ocean View Elementary School	805-474-3730		
Oceano Elementary School	805-474-3800	Pacific View Academy	805-474-3580
Shell Beach Elementary School	805-474-3760	Adult Education	805-474-3756

WHO WE SERVE

Lucia Mar proudly educates nearly 10,000 students who attend our eleven (11) elementary schools, three (3) middle schools, three (3) comprehensive high schools, one (1) continuation high school, one (1) independent student study school, an Adult Transition Program, and an Adult Education Program. The District also operates the Oceano Community Center.

The District covers 550 square miles and serves the adjoining communities of Shell Beach, Pismo Beach, Grover Beach, Arroyo Grande, Oceano, and Nipomo.

EMPLOYEE HANDBOOK PURPOSE

This handbook is designed to familiarize employees with the practices of the Lucia Mar Unified School District (LMUSD), and provide a reference to the rules and regulations regarding the employee-employer relationship in Lucia Mar. Additional information for employees can be found in the California School Employee Association (CSEA), Chapter #275 and Lucia Mar Unified Teachers Association (LMUTA) collective bargaining agreements ("Association Agreements"). Classified employees are covered under the CSEA contract unless specifically exempted in the recognition clause. Certificated employees are covered under the LMUTA contract unless specifically excluded under the recognition clause. For a complete understanding of the terms and conditions of employment, employees should reference all board policies and administrative regulations affecting District personnel.

This handbook is the property of the Lucia Mar Unified School District, and is intended for personal use and reference by Lucia Mar employees. It explains some of the District's philosophies and beliefs, and describes, in general terms, some employment guidelines. We hope that it will serve as a useful reference document for employees throughout their employment in Lucia Mar. Employees should understand, however, that this handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of LMUSD or its employees not otherwise found in California law. The policies found in this handbook supersede and replace all previous personnel policies, practices, and guidelines except as otherwise set out in the Board Policies.

Lucia Mar Unified School District reserves full discretion to add to, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time without advance notice except for the specific and express terms of any agreement, including the Association Agreements, and the Educational Employment Relations Act. Lucia Mar also reserves the right to interpret any of the provisions set forth in this handbook in any manner it deems appropriate except as limited above. For this reason, employees should check with the Assistant Superintendent - Human Resources to obtain current information

regarding the status of any particular policy, procedure, guideline, or practice. Similarly, to obtain information regarding specific employment policies or procedures, whether or not they are contained in this handbook, employees should contact the Assistant Superintendent - Human Resources.

Any changes to this handbook will be posted on the following website: www.luciamarschools.org under the Human Resources tab. It is the responsibility of each employee to periodically review policies for changes. Employees may review Board Policies and/or Administrative Regulations, which contain further information on the rules and regulations under which the District operates, on the District website: www.luciamarschools.org under the District tab, then Board of Education, then [Board Policies](#).

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The Lucia Mar Unified School District is an equal opportunity employer and is committed to an active Nondiscrimination Program. It is the stated policy of the Lucia Mar Unified School District that all employees and applicants shall receive equal consideration and treatment. All recruitment, hiring, placements, transfers, and promotions will be on the basis of qualifications of the individual for the positions being filled regardless of race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; reproductive health decision making; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; veteran or military status; or genetic information; or association with a person or group with one or more of these actual or perceived characteristics. All other personnel actions such as compensation, benefits, layoffs, returns from layoffs, terminations, training, and social and recreational programs are also administered regardless of race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; reproductive health decision making; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; veteran or military status; or genetic information; or association with a person or group with one or more of these actual or perceived characteristics.

The Lucia Mar Unified School District shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential function(s) of the position. Toward that end, the District has established procedures for an employee with a disability to request an accommodation of the District, to allow that employee to perform the essential job functions of their position or enjoy the privileges and benefits of District employment. The employee requesting accommodation will be required to provide medical verification of disability. The process of determining an appropriate accommodation is an interactive process which requires active participation in the process by both the District and the employee. An employee who wishes to request an accommodation should notify either their immediate supervisor or Human Resources. The design and execution of these procedures shall demonstrate the Superintendent's goal to employ a classified, certificated, and administration staff that reflects the gender, ethnic, and cultural diversity of the community served by the Lucia Mar Unified School District. All decisions on employment and promotions must be made solely on the individual's qualifications (merit) and bona fide occupational qualifications for the job in question, and the feasibility of any necessary job accommodations.

The Assistant Superintendent, Human Resources, has been designated as the Equal Employment Opportunity Coordinator. Inquiries concerning the application of federal and state laws and regulations should be referred to the Human Resources Department. The Coordinator is responsible for administering program progress and initiating corrective action when appropriate.

TITLE IX, NONDISCRIMINATION, and SEXUAL HARASSMENT COMPLAINT POLICIES & PROCEDURES

The Lucia Mar Unified School District prohibits unlawful discrimination, intimidation, harassment (including sex-based harassment) or bullying based on a person's actual or perceived race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; reproductive health decision making; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; veteran or military status; or genetic information; or association with a person or group with one or more of these actual or perceived characteristics.

Title IX of the Education Amendments of 1972 ("Title IX") is a federal law that prohibits sex-based discrimination in all educational programs and activities, including athletic programs. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by LMUSD. Title IX protects all participants in LMUSD's educational programs and activities, including students, parents, employees, and job applicants. LMUSD does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence.

Our District and the Title IX Coordinator are aware of and acknowledge the adoption of the new 2024 Title IX regulations, effective August 1, 2024. District leaders were trained on the new regulations on August 2, 2024 and employees are required to participate in a 20 minutes training video on regulations annually. Title IX training materials are available upon request of the Title IX Coordinator.

In addition to Title IX, the California Education Code prohibits discrimination on the basis of sex in schools. (California Education Code §§ 220-221.1.) Other state and federal laws also prohibit discrimination and ensure equality in education.

Title IX and 504 complaint and grievance procedures are outlined within the Administrative Regulations (AR) 1312.3 Uniform Complaint Procedures, provided below.

- [AR 1312.3 - Uniform Complaint Procedures](#)
- [LMUSD District Complaint Form \(English\)](#)
- [LMUSD District Complaint Form \(Spanish\)](#)

The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Jennifer Handy Ed.D.
Assistant Superintendent, Human Resources
602-F Orchard Avenue
Arroyo Grande, CA 93420
Email: jennifer.handy@lmusd.org
Phone: 805-474-3000 ext. 1190

For general information or other assistance, please contact:

Courtney Rodrigues
Human Resources Director
602-F Orchard Avenue
Arroyo Grande, CA 93420
Email: courtney.rodrigues@lmusd.org
Phone: 805-474-3000 ext. 1194

Please refer to an overview of all LMUSD's nondiscrimination policies and the following specific policies and procedures regarding sexual harassment:

- [BP 0410 - Nondiscrimination in District Programs and Activities](#)
- [BP/AR 1312.3 - Uniform Complaint Procedures](#)
- [BP/AR 4030 - Nondiscrimination in Employment](#)
- [BP/AR 4119.11; 4219.11; 4319.11 - Sexual Harassment](#)
- [AR 4119.12; 4219.12; 4319.12 - Title IX Sexual Harassment Complaint Procedures](#)
- [AR 5145.71 - Title IX Sexual Harassment Complaint Procedures](#)

Student Sexual Harassment Policies

- [BP/AR 5145.3-NondiscriminationHarassment](#)
- [BP/AR 5145.7-Sexual Harassment](#)
- [AR 5145.71 - Title IX Sexual Harassment Complaint Procedures](#)

Information provided here applies to every LMUSD school site and all LMUSD programs and activities.

Pupil and Public Rights Under Title IX

- You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- You have the right to be provided with an equitable opportunity to participate in all academic and extracurricular activities, including athletics.

- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- You have the right to be protected against retaliation if you file a discrimination complaint. (California Education Code § 221.8.)

Students have the right to receive equitable treatment and benefits in the provision of all of the following if any are provided by the School District.

Please contact your school or district administration for more information regarding:

- | | |
|---------------------------------------|--|
| • Equipment and supplies | • Locker rooms |
| • Scheduling of games and practices | • Practice and competitive facilities |
| • Transportation and daily allowances | • Medical and training facilities and services |
| • Access to tutoring | • Publicity |
| • Coaching | |

For more information or to submit concerns related to discrimination please contact the District's

Title IX Coordinator:

Jennifer Handy, Ed.D.
 Assistant Superintendent, Human Resources
 602-F Orchard Avenue
 Arroyo Grande, CA 93420
 Email: jennifer.handy@lmusd.org
 Phone: 805-474-3000 ext. 1190

504 Coordinator:

Linda Pierce
 Director of Student Services
 227 Bridge Street

Arroyo Grande, CA 93420
Email: linda.pierce@lmusd.org
Phone: 805-474-3000 ext. 1189

EMPLOYMENT & SEPARATION FROM SERVICE

EMPLOYMENT REQUIREMENTS

It is a legal requirement that all employees of a school district provide evidence that they are free of active tuberculosis prior to employment, and every four years thereafter.

As a condition of employment, all employees are required to be fingerprinted and have their fingerprint screening cleared before their first day of work. Fingerprint screening is completed at the Lucia Mar Human Resources Department located in the District Office complex. Fingerprints are screened through the Department of Justice and Federal Bureau of Investigations.

The policies and definitions listed in this handbook for employees of Lucia Mar are the same for all certificated and classified employees except as otherwise noted.

TYPES OF EMPLOYEES

Certificated Employees:

An employee in a position requiring certification under the California Education Code, and performing duties designated as certificated duties by the employer, is considered a certificated employee. Certificated non-management employees (such as teachers) having been employed by Lucia Mar for two complete consecutive school years in a vacant position, or positions requiring certification qualifications and designated as probationary shall be classified as a permanent employee. All other certificated non-management employees are classified as either substitute, temporary, or probationary, based on the circumstances under which the employee has been hired. Certificated managers do not gain permanent status and serve at the pleasure of the Superintendent. (*References: Education Code 44006 and 44929*)

Classified Employees:

An employee in a position not requiring certification under the California Education Code, and performing duties designated as classified duties by the employer, is considered a classified employee. Classified employees, upon initial employment, shall serve a probationary period. During this probationary period, a classified employee serves at the pleasure of the Superintendent and may be dismissed at any time by the Superintendent or their designee. Upon successful completion of the probationary period, a classified employee shall gain permanent status in the position and shall be entitled to rights identified in the Education Code.

Part-Time Employees:

A part-time employee works less than the number of hours or days identified for a full time position. All benefits provided to part-time classified employees are prorated based on the Full Time Equivalent (FTE) of that employee.

SEPARATION FROM SERVICE

Resignation/Termination:

Any employee who voluntarily resigns from a position shall provide a written resignation. Formal notice of resignation may be accomplished by completing a [resignation form](#), available on-line, from a supervisor, or the Human Resources Department. The form shall be forwarded to the Human Resources Department. Upon resignation, the employee may request an exit interview with the Human Resources Department. Information regarding rights of retirement benefits, continuation of insurance coverage, and unemployment insurance benefits will be sent via mail. The employee shall be required to turn in all Lucia Mar possessions such as: telephone, credit card, cellular phone, computer/laptop, uniforms (if applicable), keys to any premise or vehicle, and identification card. Certificated employee resignations requested during a certificated contract period are granted at the discretion of the Superintendent.

Non-reelection:

Non-reelection occurs within the probationary period. The supervisor shall notify a probationary certificated employee of the decision not to renew their contract no later than March 15th. Classified employees may be released at any time during the first 6 months of employment (probationary period).

Layoffs/Reduction in Force:

Layoffs are due to lack of work or lack of funds. If a reduction in force becomes necessary, reductions will be determined in accordance with the program needs of the District and as outlined in Association Agreements. The Superintendent will make the final determinations based upon the recommendations of department heads and Cabinet. The procedures for classified employees regarding lay-offs are outlined in the CSEA Association Agreement.

HUMAN RESOURCES DEPARTMENT

CUSTOMER SERVICE STANDARDS

Our goal is to be of service and support to our students, staff, and the greater Lucia Mar community by providing accurate information, assistance, and guidance in accordance with laws and regulations.

Courtesy and Respect

- All customers will be treated with respect and dignity.
- Each staff member will be courteous during all customer interactions.
- Each staff member will maintain the customer's confidentiality and privacy.
- Each staff member will communicate from a positive perspective.

Communication

- A staff member will acknowledge and greet customers upon their entrance into the Human Resources Department.
- Each staff member will answer the telephone in a friendly and helpful manner.
- Each staff member will ensure that information provided to customers is accurate and consistent.
- Each staff member will utilize active listening techniques in all customer interactions.
- When a staff member is out of the office for more than one business day, features will be used to provide information regarding their return and message options for the customer.

Responsiveness

- Responses will be given in a timely manner.
- Each staff member will personally assume the responsibility of assisting the customer or directing the customer to the appropriate person.

Environment

- Each staff member is responsible for creating an inviting, friendly environment.
- The Human Resources Department will post their office hours.
- All signage will be written in a positive manner or tone.
- All communications will be updated regularly

ALL EMPLOYEES POLICIES & PROCEDURES

Absence Reporting:

All staff must report their absence(s) through [Frontline](#) (formerly Aesop) using either the internet or telephone (1-800-942-3767). [Frontline](#) can be accessed at any time; it is available 24 hours a day, 7 days a week, via internet and telephone.

Food Service, Facilities and Maintenance, and Transportation department absences will be reported by the employee to the department secretary, who will then enter absences into Frontline on employee's behalf.

Logging into Frontline

[Frontline](#) can be accessed from an employee's home or office computer, or any computer that has an internet connection. Simply enter Lucia Mar's Frontline web address into the internet browser address line (<https://app.frontlineeducation.com/select/>), press Enter on the keyboard, and the [Frontline](#) login screen will appear. Employees should enter their ID/Username in the ID field and their PIN/Password number in the PIN field and click Enter.

For any problems or questions regarding accessing or using Frontline, contact the Substitute Coordinator in Human Resources at (805) 474-3000, extension 1199.

Bloodborne Pathogens:

District employees who face potential occupational exposures to bloodborne pathogens such as HIV, HBV, and HCV, the viruses responsible for AIDS, Hepatitis B, and Hepatitis C, respectively, should review the [District's Exposure Control Plan](#), and shall receive appropriate training to minimize the risk of exposure. Employees with occupational exposure shall be offered an opportunity to receive the HBV vaccine. If an employee refuses to receive the HBV vaccine, the employee will be required to execute a form indicating that they have declined the vaccine. Information from the California Department of Education on AIDS, Hepatitis B, exposure control methods, and the availability of the Hepatitis B vaccination is available upon request from the Human Resources Department.

Board Policies:

The Board of Education adopts policies and regulations governing various aspects of administration of the District (Ed Code Section §1042). Each employee is encouraged to periodically review the Board Policies, which are kept up to date as changes are made during the year. Employees may review said policies and/or Administrative Regulations that contain

further information on the rules and regulations under which we operate via the District website: www.luciamarschools.org.

Change of Address / Phone Number:

Certificated and Classified "Employee Update" forms are located on the District website, under the Human Resources tab, subheading Policies & Procedures, and under "Additional Forms and Documents". The form can also be accessed by clicking on [this link](#). The "Employee Update" forms are also available at each worksite and in the Human Resources Department office. It is the responsibility of each employee to notify the Human Resources Department staff, including the Health Benefits technician, of any change of address and phone number. When changing one's address or telephone number the district requires the change be in writing with employee signature and dated. Changes of address with the Commission on Teacher Credentialing must be completed online at www.ctc.ca.gov by the certificated employee.

Change in Status:

Certain events in an employee's life such as the death of a spouse, marriage, divorce, childbirth, etc. may require a change in status (health benefits, etc). If an employee needs to change their name, add a spouse/child to insurance, or change a beneficiary, the employee must provide proof of the "qualifying event" to the Human Resources Department within 30 days of the qualifying event.

Change in W-4, Automatic Deposit, and/or TSA/403(b) Plans:

An employee may change their W-4 at any time during the year. A W-4 may be completed in the Business Department, Payroll Office.

Child Abuse Prevention and Reporting:

It is the policy of the Lucia Mar Unified School District that employees be trained in the duties imposed by California child abuse reporting regulations, and comply with the reporting requirements therein. Procedures shall be established in administrative rules and regulations to facilitate reporting and apprise advisors and administrators of reports, but only to the extent that procedures do not prohibit or impede the individual child care custodian from making a report directly to a child protective agency (Board Policy (BP) 5141.4).

The requirements of child abuse reporting also apply to students who are dependent adults, defined as those persons having physical or mental limitations which restrict their abilities to carry out normal activities or to protect their rights.

All employees, including walk-on and volunteer coaches, are required to complete the online Frontline Training Module: *Mandatory Child Abuse Reporting* before their first working day in the District, and annually thereafter.

Confidential Student Information:

A school employee may access a student record without written parental consent only when that employee has a legitimate educational interest to inspect the record. (Ed Code 49076(a)(1)). No school 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 with other persons within the educational institution and those persons have a legitimate educational interest in the information.

Drug and Alcohol Free Workplace:

The Drug and Alcohol Free Workplace Act is reflected in Board Policy (BP) 4020, which states, in part, that the maintenance of drug and alcohol-free workplaces is essential to LMUSD operations. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, drug, or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations, before, during, or after work hours at their work site or in any other LMUSD workplace. Employees are required to inform the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Drug and Alcohol Testing for Bus Drivers:

District employees who drive school buses or who are required to maintain a commercial driver's license as a condition of their employment are subject to the District's policy on controlled substance and alcohol testing of such employees. Testing pursuant to this policy is required by 49 CFR 382. (See [Board Policy 4112.42](#)).

Employee Use of Technology:

Technology plays a critical role in educating students, enhancing employee performance, and facilitating communication between the District, teachers, parents and students. Technology has become a part of everyone's lives and will continue to evolve. As part of this evolution, all staff members will be given an email log in and will be expected to review their email periodically as well as log their absences into the Frontline system. Responsible and appropriate use of technology is essential to productive work and educational environments. It is important that employees understand their rights and privileges when using Lucia Mar's resources.

The District's Acceptable Use Policy (AUP) and Computer Use Agreement sets forth the rules and regulations that all District employees and students must follow. Each user of the District's computer resources agrees to the conditions established in the Policy and Agreement. It is the responsibility of every computer user to know these rules and regulations and to conduct activities accordingly. (See [Board Policy Exhibit 4040](#)).

Hazardous Laboratory Materials:

Pursuant to Education Code section 49341, each school site has a trained member of the professional staff who is designated as the building laboratory consultant who is responsible for carrying out the District's policies and procedures regarding the use and storage of hazardous materials used in classroom laboratories. Any questions or concerns regarding such materials, should be directed to the building laboratory consultant. Employees who do not know who their building laboratory consultant is should consult their principal.

Health Benefits:

All District employees are eligible to enroll in a Health Benefit Plan. Classified and Management full time employees are defined as those working 7.25 hours or more. Certificated full time employees work .90 FTE or 6.75 hours or more. All full time employees of the District are required to enroll in a health benefit plan. Part time employees have the option to decline health benefits and must submit a Declination of Coverage form if they are not enrolling. The Health Benefit plans are packaged to include Medical, Dental, Vision, and Life Insurance. The District also offers an eligible Health Savings Account (HSA) plan that includes medical coverage only for the employee or the employee plus eligible dependent children. The Waiver of Anchor Bronze ("WABE") option is available to all full time employees who are required to enroll in a District health plan but who have medical coverage elsewhere and therefore do not need a District medical plan.

The premium cost varies for each employee group and is based on the plan and number of hours worked. The District provides a monthly contribution to all employees who work 4 hours or more and who are enrolled in a District medical plan. Employees who work less than 4 hours will pay 100% of the cost of the plan. Premiums are paid in 10 monthly payroll deductions starting September 30th and ending June 30th, and provide coverage for 12 months from October 1st to September 30th.

Coverage for Classified and Management employees becomes effective the first day of the month following the date of hire. Upon resignation/termination of employment, the coverage end date will be the first day of the month following the resignation/termination date.

Coverage for NEW Certificated employees takes effect October 1st. Upon the resignation/termination at the end of a completed contract year, coverage will continue

through September 30th. If a full contract year is not completed, the coverage end date will be the first day of the month following the resignation/termination date.

Open Enrollment begins the first week of May and closes one week after the last day of the school year in June. Employees may not enroll outside of the Open Enrollment period unless they experience a Qualified Event, such as marriage, birth or adoption, death, loss of other coverage, obtained other coverage, a change in job status or becoming Medicare Eligible. The employee has 30 days to report the Qualified Event and must provide proof in order to enroll in a District health benefit plan.

Additional benefits included with enrollment are:

- IRC 125 Flexible Spending Accounts for Medical Expenses and/or Dependent Care Expenses
- Premium Pre-Tax benefit
- Employee Assistance Program
- MD Live
- Free Generic Medications at Costco

Health Benefits and Retirement:

Employees who have completed ten (10) years of service with the District and have reached age 55, are eligible for Retiree Health Benefits. Retiree benefits become effective the first day of the month following the date of retirement. Retirees will continue to receive the District contribution through the age of 65, at which time the retiree becomes Medicare eligible. At age 65, the retiree has the option to continue on the District medical plan which then becomes supplemental to Medicare.

Dental and Vision coverage is also optional. The 65+ retiree is responsible for paying 100% of the cost of the District plan(s) that they choose to keep. Once a retiree benefit (medical, dental or vision) has been declined, the retiree may not re-enroll at a later date.

Leaves of Absences:

Certificated and Classified leaves are handled differently; employees should review their respective Association Agreements which are posted on the District website under the Human Resources tab at www.luciamarschools.org, in the Policies & Procedures section.

Employees needing a leave of absence are required to:

1. Contact the Human Resources department by requesting a leave of absence via the [link](#) on the aforementioned webpage.

2. Receive prior approval for the leave of absence.

The District offers many leave options to eligible employees. Depending on the type of leave needed, options may include a combination of the following:

- Family Medical Leave (also known as FMLA) - FMLA is 12 work weeks of unpaid time and runs concurrent to any paid leave available. This is for the birth of a child and/or a placement of a child for adoption or foster care, or care for a serious health condition of your own or that of an immediate family member. To be eligible, an employee must have been employed with the district for one year and have worked at least 1,250 hours in the previous year prior to requesting leave. FMLA is leave under Federal law. This leave also includes paternity leave.
- California Family Rights Act (also known as CFRA) is the California version of FMLA and has the same eligibility requirements. CFRA is unpaid and runs concurrently to any available paid leave but can only be applied *after* FMLA is used and the employee has been released from medical care.
- Pregnancy Disability Leave (also known as PDL) is leave for any employee who is disabled due to pregnancy. This leave can be used for up to a period of four (4) months of actual disability and is unpaid leave. PDL runs concurrently to FMLA and any available paid leave.
- Parental Bonding Leave (also known as PBL) is approximately 12 work weeks of differential pay. PBL begins once an employee is cleared from disability. Differential pay is applied once all paid leaves are exhausted. Eligibility for PBL is the birth of a child and/or a placement of a child for adoption or foster care. PBL can only be applied to an employee's leave after the employee is released from medical care and/or following full or partial use of FMLA. This leave runs concurrently to CFRA, if eligible.

Payroll Information:

Management employees are paid twelve paychecks.

Certificated employees are paid ten (10) checks from September through June. Certificated employees have the option to elect a 12-month paycheck option prior to July 1st for the following school year.

Classified employees should refer to their work calendar to determine the number of paychecks.

Classified employees working less than 12 months

Schedule A-A, B	12 paychecks	(July – June)
Schedule C through L-A	11 paychecks	(August – June)

Classified employees working 12 months

Not listed on Schedule 12 paychecks (July – June)

All checks are paid monthly on the last working day of each month.

Employees have the option of having checks automatically deposited into their bank account or having their paycheck sent to their worksite location. If for any reason an employee is unable to pick up their paycheck, the employee needs to provide written permission to release the paycheck to anyone else. Written permission should be dated and contain an original signature of the employee.

Any extra duty timesheets must be turned in to the payroll department by the 15th of the month, to be paid at the end of that same month. This includes stipends or any other extra pay. Any extra duty approved by the principal/supervisor, paid as an hourly wage to a certificated employee, must be on a timesheet. Timesheets are available at school sites and included as an appendix to this document. Overtime for classified employees must be pre-approved by the department supervisor/manager. Timesheet due dates may change around specific recess periods. All changes are communicated via district email.

- Any change in an employee's W-4 must be completed in Payroll at the district office by the 15th of the month.
- Any revised W-4 will become effective at the start of the next payroll period.
- Automatic payroll deposit forms are available at the district office. Employees must provide the payroll department with a voided check from their account. This process can take up to 2 months to take effect.
- Any Tax Sheltered Annuity (TSA) payroll deductions are to be submitted directly to Envoy on the SRA Form. A list of approved vendors is available at www.envoyplanservices.com.

Certificated Salary Changes:

- Are only made at the beginning of each school year.
- Certificated employees must notify the Human Resources Department on or before July 1 that they intend to advance on the certificated salary schedule.
- A copy of the course syllabus and evidence of the final grade or completion must be submitted to the Human Resources Department by September 1 of the school year in which units are to become effective.
- Official records substantiating professional preparation and experience must be submitted to the Human Resources Department by October 10 of the school year in which units are to become effective.

- Any transcripts received after September 1 will be processed for the following school year.

Classified Salary Changes:

- Are done throughout the school year.
- Transcripts with new units for salary step change must be brought to the Human Resources Department.

In the event that an employee is overpaid by the District, for any reason, the employee will be notified to repay the District, which may result in a repayment plan.

Personnel Files:

A confidential history of employment is maintained in an employee's LMUSD personnel file. The file consists of documents such as employment application(s), education transcripts, performance evaluations, formal deficiency notices, etc. Personnel records are "permanent records" and, during employment, are maintained in the Human Resources Department.

Employees, or a union representative designated by the employee in writing, may review said employee's personnel file and/or obtain copies of any material from the personnel file. Pre-arrangements must be made with the Human Resources Department to review personnel files. The "[Personnel File: Review/Copy Request Form](#)" is available upon request in the Human Resources Department.

No performance evaluation will be placed in a personnel file without the opportunity for discussion between the employee and their evaluator. A negative evaluation will include recommendations for improvements.

Pesticide Use:

Pursuant to Education Code section 17612, the District is required to notify all staff annually of the District's expected pesticide use. Notice should include the name of all pesticide products expected to be applied at the school site in the upcoming school year, the active ingredient(s) in each pesticide product, and the internet address of the California Department of Pesticide Regulation.

Any employee who registers with the District is entitled to receive notification of individual pesticide applications at least 72 hours prior to the application; notification will state the product name, the active ingredient(s) in the product, and the intended day of application.

Prohibited Political Activities:

Pursuant to Education Code section 7055, the District has adopted a policy prohibiting certain political activities by District employees on District property during work hours. Employees can reference [Board Policy 4319.25](#) and/or [Administrative Regulation 4319.25](#) for more information.

Pupil Fees Prohibited:

Pursuant to Education Code sections 49010-49013, a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. The District maintains a uniform complaint procedure to investigate and resolve complaints of implemented pupil fees in its educational programs.

Sex Discrimination and Sex-Based Harassment:

Any form of harassment, including sexual harassment, is unacceptable whether it is between an employee and another employee, a supervisor, a manager, a subordinate, or a student. Any person believing they are a victim of harassment should notify appropriate administrative personnel in accordance with specific procedures outlined in the [Administrative Regulations 4119.11](#). All harassing behavior is considered misconduct and may subject an employee to disciplinary action and/or immediate termination.

Employees are required to complete the online Frontline Training Module specific to harassment, before their first working day in the District.

Tobacco-Free Workplace:

Pursuant to Health and Safety Code section 104420, the District prohibits the use of tobacco products, any time, in district-owned or leased buildings, on district property or in district vehicles.

Tuberculosis Testing:

Pursuant to Education Code section 49403, upon initial employment with the District, every employee must provide evidence of having submitted to an examination within the past 60 days by a licensed physician who determined that the employee is free from active tuberculosis. Certain exceptions apply for pregnant employees, employees with religious objections, and transferees from other school districts or private schools. Please contact the Human Resources department for more information.

Unemployment Insurance

New employees and employees leaving work due to pregnancy or nonoccupational sickness or injury are entitled to notice of rights and benefits for unemployment insurance provided by the California Director of Employment Development.

Unlawful Discrimination Prohibited:

District employees shall not be subject to discrimination or harassment based on a person's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or based on association with a person or group with one or more of these actual or perceived characteristics. The District maintains a uniform complaint procedure to investigate and resolve complaints of unlawful discrimination in its educational programs and an unlawful discrimination in employment complaint procedure to resolve complaints of unlawful discrimination in its employment practices.

Workers Compensation:

Report any injury to an immediate supervisor immediately and complete an [accident report](#).

If an employee requires medical treatment they should contact the Human Resources Department at extension 1195. A Human Resources representative will direct the employee to the designated medical facility or the employees' predesignated doctor on file. After an evaluation has been conducted, Human Resources staff will complete additional forms with the employee, as needed.

An employee's delay in providing required paperwork during the process may delay, or result in denial of, Workers' Compensation benefits.

CERTIFICATED EMPLOYEES POLICIES & PROCEDURES

Approval of Units for Advancement on the Salary Schedule:

Transcripts verifying completion of units must be submitted to the Human Resources Department prior to application toward movement on the salary schedule.

- Notice of intent to qualify for a higher salary classification must be filed within Human Resources prior to July 1 via the [Request for Professional Growth for Salary Credit form](#).
- Courses submitted for advancement on the salary schedule must be completed before the first work day of the current school year.
- A copy of the course syllabus and evidence of the final grade or completion must be submitted to the Human Resources Department by September 1 of the school year in which the units are to become effective.
- Official records substantiating professional preparation and experience must be submitted to the Human Resources Department by October 10 of the school year in which units are to become effective.
- Any transcripts received after October 10 will be processed for the following school year.

[Requests for Professional Growth for Salary Credit](#) are located at each school site and can also be downloaded from the District website at www.luciamarschools.org under the Human Resources Department tab. All units must be pre-approved by the Principal and Assistant Superintendent of Human Resources.

Credential Renewal/Approval of Units:

Employees apply directly to the California Commission on Teacher Credentialing for credential renewal. (www.ctc.ca.gov)

Credential expirations are sent in advance to employees, via email, as a reminder through Aesop and the Commission on Teacher Credentialing (CTC). You must have valid emails on file with both Aesop and CTC in order to receive the email. The CTC holds the individual, not the employer, responsible for maintaining active credentials.

Employee Performance Evaluations:

Performance evaluations provide formal opportunities for employees and supervisors to discuss the employee's performance. The purpose of the evaluation process is to establish annual goals, communicate the employee's level of performance, and discuss areas where

growth has been realized and areas where improvement and growth may be necessary. Performance evaluations are the result of ongoing communication between the evaluator and evaluatee, and foster a learning environment that encourages personal and professional excellence. All evaluations are based on established job performance criteria for specific positions (job descriptions), following an established timeline and making use of designated evaluation forms. No performance evaluation will be placed in a personnel file without the opportunity for discussion between the employee and the evaluator. A negative evaluation will include recommendations for improvements. Evaluation processes, timelines and forms can be found in the Association Agreements, which are posted on the District website at www.luciamarschools.org under the Human Resources Department. (See *LMUTA Association Agreement, Article X - Evaluation Procedures.*)

Exhausted Leave:

Employees who take time off beyond their contracted sick leave will not receive a full service year of credit. A full service year of credit is contingent on an employee working (or having enough contracted sick leave) each day of the contracted year.

For example, an employee who works 183 days will earn .995 service credits.

$$(\text{Days worked}) \div (184 \text{ contracted days}) = (\text{service credit})$$

Lesson Plans:

It is the responsibility of each certificated teacher to provide lesson plans for each day of absence.

Service Credit:

Teachers new to the district may be credited with one step for each year of full-time successful public school experience to a maximum of fifteen (15) years of such experience. A "full year of experience" is defined as 75% or more working days of full time successful service as a teacher during any one school year from a single employer.

Leaves

See LMUTA Association Agreement: Article V - General Policies Governing Leaves of Absence.

Sick Leave:

Full-time certificated employees earn ten (10) days of sick leave credit annually, if employed for a full year of service.

CERTIFICATED EMPLOYEE POLICIES & PROCEDURES

Employees serving less than full time each year or less than full time each day are credited with a proportional amount of sick leave which bears the same ratio to their assignment as ten (10) full days per year bears to a full time annual assignment. Unused sick leave is accumulated from year to year.

If an employee exhausts all sick leave credit, the employee, for additional absences due to illness or accident, will be compensated for the difference between the employee's regular pay rate and the long term substitute's pay rate, (whether or not a substitute is employed) for a period not to exceed five months for any given illness or injury. Such leave may continue into a subsequent school year.

When absent due to an illness or injury, employees are expected to notify their supervisor as soon as possible. If an employee's doctor has issued a form stating they must be off from work, the employee must obtain a release form prior to returning to work.

Bereavement Leave:

Five days bereavement leave of absence will be allowed for the death of any member of the employee's immediate family. "Immediate family" is defined as: mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other person residing in the employee's home. The definition includes the "in-law" and "step" relationship in each case.

An additional two days bereavement leave will be allowed if travel is over 500 miles round trip.

Jury Duty and Court Appearance:

The employee will receive full pay while on leave, provided that jury service fee for such leave is reimbursed and the subpoena or court certification is attached to the *Employee Absence Report* and filed with the District. All certificated employees must return to work as soon as possible following release from jury service.

Request for jury duty leave should be made by presenting the official "Court Summons to Jury Service" to the employee's immediate supervisor as soon as possible. In order for a certificated employee to be paid for jury duty absence, the employee must notify their supervisor so that proper absence report records may be prepared, and endorse any check or warrant received for jury duty (less expenses) to the District.

NOTE: If an employee is placed on "Stand-By" for Jury Duty, the employee is still required to report to work. The employee must contact the Substitute Coordinator in

the Human Resources Department to place a substitute on "stand-by" in case the employee is called to report for jury duty later that day. If an employee is placed on "Stand-By," requests a substitute, but does not need to report for jury duty, the employee is charged one full day of personal leave.

Necessity Leave:

Sick leave, not to exceed seven (7) days in any school year, may be used by a certificated employee, at their election, in cases of necessity. A certificated employee may, with the approval of the district Superintendent, be allowed to utilize more than seven (7) days for necessity leave in one school year, in the event of unique or unusual circumstances. To qualify for such leave, proof of necessity is required to establish the existence of one of the following conditions: death of a relative, close friend or an associate; illness of a member of his/her immediate family (as defined under bereavement leave).

A unit member is entitled to use up to five (5) days of sick leave in any calendar year for illness of the unit member's child, parent or spouse even if the member has exhausted his/her personal necessity leave for other reasons; accident involving his person or property or the person or property of a member of his/her immediate family; appearance in court as a litigant; or other than as a witness under an official order; (absence for a subpoenaed witness is allowed without deduction or use of sick leave); leave of absence, not to exceed five days, for father on the occasion of childbirth or five days absence for mother and/or father for adoption; religious observance when holidays requiring such observances occur on a school day and when the opportunity to participate in the observance does not occur at times outside of the regular school day. Such absence may not exceed two days per year; victim of domestic violence or sexual assault to obtain relief such as restraining orders, assistance and services of an attorney, rape crisis center, psychological counseling, participate in safety planning and/or other actions to increase safety.

To use necessity leave, the employee must record the dates of leave into the Aesop system and should, in typical circumstances, initiate a request through the immediate supervisor to be granted necessity leave. Written requests for necessity leave shall be submitted at the earliest possible date, but in no case later than five days after return to work.

Personal Leave:

Personal leave not to exceed six (6) days in a school year is charged against certificated employee's sick leave. The use of personal leave during the first five (5) student days of

the school year requires approval of the site administrator. Personal leave during the last five (5) student days requires at least five (5) days advance written notice.

Family Medical Leave (FMLA):

Certificated employees are entitled to three (3) months of unpaid family medical leave (FMLA) during any 12-month period. In general, "family medical leave" means leave because of (1) the birth of a child of a unit member, (2) the placement of a child with a certificated employee in connection with the adoption or foster care of a child/step child of a unit member, or (3) leave to care for a parent, spouse or a child who has a serious health condition. The 12-month period runs from July 1 through June 30 each year. The District continues to pay the certificated employee's regular health and benefits contributions for up to three (3) months during the 12-month period.

The three (3) months of unpaid family medical leave runs concurrently with other paid leaves from the date of employer notice that the certificated employee has qualified for such leave, except that the three (3) months of CFRA shall run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical conditions.

With the passing of AB 2393, "Parental Leave," employees may access differential pay while on a leave of absence occasioned by the birth of the employee's child or the placement of a child in connection with the adoption or foster care placement. Parent leave is for a period of 12 weeks.

Catastrophic Leave:

Participation is voluntary, but requires contribution to the Catastrophic Leave "Bank." Only contributors will be permitted to withdraw from the Bank. New bargaining unit, probationary or temporary employees, who would like to join the certificated Catastrophic Leave Bank, must join within 30 calendar days of beginning work.

When an eligible participant has exhausted all of their accumulated sick leave, the participant may begin Catastrophic Leave Bank withdrawal for catastrophic illness or injury. Catastrophic illness or injury is defined as any illness or injury that incapacitates the participant for over ten (10) consecutive duty days or incapacitates a member of the participant's family, defined as mother, father, child, spouse, sibling or domestic partner for over ten (10) consecutive duty days which requires the participant to take time off work to care for that family member. If a second illness or injury incapacitates a participant or member of the participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

Participants who have exhausted sick leave, but who still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District will pay the participant full pay and the Bank shall be charged one (1) day. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. Subsequent withdrawals within twelve (12) consecutive months, require the first five (5) duty days of illness to be covered by the participant's own sick leave, differential leave, or leave without pay, except in the case of recurring or continuing illness.

Withdrawals from the Catastrophic Leave Bank are granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as a prior grant expires. The participant's withdrawal from the Bank, per illness or injury, may not exceed the statutory maximum period of twelve (12) months beginning with the first date of catastrophic leave. The participant's withdrawal from the Bank per illness or injury may not exceed one hundred seventy-four (174) days within the 12 months except that participants requesting leave due to stress or psychological illnesses shall be limited to thirty (30) days of catastrophic leave. If a second illness or injury incapacitates a participant or member of the participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

If a participant has met the definition of "catastrophic illness or injury" they may withdraw additional days from the Bank on a day-for-day basis due to a recurrence of, or the continuing nature of the same illness or injury, up to a maximum of 10 days in a twelve (12) month period.

Unpaid Discretionary Leave:

Personal Business:

Leave of absence for purposes other than those designated above, may be approved, without pay, by the Board of Education upon recommendation of the Superintendent. Absence for personal business must first be approved by the Superintendent and arrangements for a substitute completed before such absence is authorized. If absence for personal business is approved by the Superintendent of Schools, the salary deducted for each day of absence shall be a full day's pay.

Political Activity:

Employees may apply for a leave of absence without pay, to participate in political activities such as campaigning for office where such leave may be granted within the definition of the statutes. Such leave shall be evaluated on an individual basis.

Sabbatical Leave:

At the discretion of the District, sabbatical leave may be granted without pay for professional improvement that will contribute to the educational goals of the District.

Industrial Accident and Illness Leave:

An accident or illness that arose out of and in the course of the employment is considered an industrial accident. Employees are required to notify the Human Resources Department immediately should this situation arise. Allowable leave for such accident or illness is for a period of 90 days, with the leave commencing on the first day of absence.

During any paid leave of absence, the certificated employee will be paid the portion of the salary due them for any month in which the absence occurs, which when added to their temporary disability indemnity, will result in a payment not to exceed their full salary. While on paid industrial accident or illness leave, the certificated employee shall endorse to the District the temporary disability indemnity checks received. The District in turn issues the certificated employee appropriate salary warrants and deducts from retirement and other authorized or required contributions.

Reinstatement After Leave:

Upon returning from work from an authorized leave, certificated employees may be subject to reassignment if their former assignment is filled by a permanent or probationary employee.

Union Dues & Information:

Union dues are calculated as a percent of the employee's normal gross pay.

California Teachers Association, Lucia Mar Unified Teachers Association (LMUTA), represents certificated staff. Employees who have questions regarding the association, should contact a union representative directly.

Copies of current collective bargaining agreements are posted on the District website at www.luciamarschools.org under the Human Resources Department.

Voluntary Disability Coverage:

The District does not provide or take money out of employee paychecks for State Disability Insurance (SDI). Employees may want to consider independently purchasing disability insurance in case an injury is incurred while off the job or if planning maternity leave and preparing for the possibility of not returning to work.

CLASSIFIED EMPLOYEES POLICIES & PROCEDURES

Classified Position Reclassification:

Classified positions are reviewed on a periodic basis. Positions will be studied for potential changes to job descriptions and/or salary ranges. Requests for studying a position can be initiated by administration or by a classified employee. If a manager or supervisor feels that a position should be reclassified into a different job title, a request to review a position outside of the regular review cycle should be submitted to the Human Resources Department. The employee shall show evidence of the change in duties. The Assistant Superintendent, Human Resources will review all requests for reclassification and make a recommendation to Cabinet if appropriate. Any employee who has been reclassified with their position or denied reclassification through a study or other internal process is ineligible to request a review for subsequent reclassification with the position for a period of at least two years from the initial action. (*References: Education Code Section 45285*)

Classified Employee Reduction to Part-Time Employment Status:

Pursuant to provisions of Education Code 44922 and Education Code 45139, an eligible employee may request a reduction to part-time employment status. Such a request shall be made in writing to the Assistant Superintendent, Human Resources. Requests will be reviewed and approved on a case-by-case basis.

Earned Steps:

Classified employees are advanced to the next higher step of the salary range in their classification on the first day of July following the completion of their first year of employment and each year thereafter, provided that they have served 75% of the required workdays.

See CSEA Association Agreement, Article V - Wages

Employee Performance Evaluations:

The probationary period for classified employees is six months or 130 days, whichever is greater. Time spent on leave of absence shall not count toward the probationary period. New employees ("probationary") shall be evaluated at least once during the probationary period around the 3rd month of service. Permanent classified employees receive a minimum of one performance evaluation each year unless waived by mutual agreement of the employee and immediate supervisor.

If overall performance is less than satisfactory, employees will receive a written counsel and/or warning prior to the annual performance evaluation. Such counsel will include recommendations for improvement.

See Association Agreement Article XII Performance Evaluation Procedures.

Employee Holidays:

Classified employees shall be entitled to a maximum of 13 paid holidays per year, provided the employee is in paid status during the workday immediately preceding or the working day succeeding the holiday. Holidays include:

Independence Day	Day after Thanksgiving	Martin Luther King, Jr. Day
Labor Day	Christmas Eve	Lincoln's Birthday
Veterans' Day	Christmas Day	Presidents' Day
Thanksgiving Day	New Year's Day	Memorial Day
		Juneteenth

Classified employees who are not normally working during Winter and Spring Recesses are paid for designated holidays provided the employee was in paid status on the working day preceding or succeeding the recess period.

See Association Agreement, Article VII - Holidays

Meal & Rest Breaks:

Meal Breaks

- CSEA members should follow their bargaining contract.
- All others will be assigned a meal break by their supervisor.
- Meal breaks should be staggered with others in a department or a division of department to facilitate needed coverage.
- Meal breaks may not be used to allow an employee to come late or leave early (i.e. tacked on to the beginning or end of work shift). They are to be taken as close to the middle of the shift as possible and by the fifth hour worked for eight hour employees.

Rest Breaks

- Employees are allowed one continuous rest break of 15 minutes for each four hours worked, occurring near the middle of the four-hour work period.
- Rest breaks should be staggered with others in a department or a division of department to facilitate needed coverage.

- Rest breaks may not be used to allow an employee to come late or leave early (i.e. tacked on to the beginning or end of work shift).

There is no specific requirement that rest periods be separated from meal breaks except that in the case of a seven or eight hour shift, the duty free lunch must occur approximately at the midpoint of the shift (See Ed. Code, s 45180).

Leaves:

See CSEA Association Agreement: Article IX - Leaves

Leaves of Absence:

A classified employee who is on leave of absence will be assured a position within their classification upon return to the District, but will not be assured of a specific assignment location. No classified employee will be gainfully employed by any other employer while on a leave of absence from their employment with the District without written District approval.

Before a classified employee is eligible to take, or to return to work from a leave of absence occasioned by disability, illness or injury, the District may require a physical examination by a physician of its own choice to evaluate such requests. The District will pay for the examination.

Bereavement Leave:

Five days bereavement leave of absence is allowed for the death of any member of the employee's immediate family. "Immediate family" is defined as: mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other relative residing in the employee's home, and includes "in-laws" and "step" children. An additional two days bereavement leave will be allowed if travel is over 500 miles round trip.

Jury Duty:

Leave of absence for jury duty will be granted to any classified employee who has been officially summoned to jury duty in local, state or federal court, and leave will be granted for the period of jury service. Classified employees must return to work immediately following release from jury service. Classified employees will receive full pay while on leave, provided that the jury service fee for such leave is reimbursed and the subpoena or court certification is submitted to the District. Requests for jury duty leave should be made by presenting the official "Court Summons to Jury Service" to the employee's immediate supervisor or principal.

Any employee whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve at least five hours on jury duty shall be relieved from work with pay; otherwise, classified are required to work during any portion of the regular workday in which the jury duty services are not required.

Military Leave:

Classified employees will be granted any military leave to which they are entitled under law as classified school employees. Classified employees should request military leave in writing as soon as they receive orders to report for duty, and shall provide the District with such military orders and status report upon request.

Sick Leave:

A classified employee employed five (5) days a week for the full fiscal year by a school district is granted 12 days leave of absence for illness or injury. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months they are employed bears to 12.

A classified employee employed less than five (5) days per week is entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

Sick leave days are accumulated from year to year.

Industrial Accident and Illness Leave:

A classified employee suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. When any leave will overlap into the next fiscal year, the employee

shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is receiving payments under Workers' Compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the Workers' Compensation award, provides for a full day's wage or salary.

During all paid leaves of absence, whether industrial accident leave as provided herein, sick leave, vacation, compensated time off, or any other leave, the classified employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the classified employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Necessity Leave:

A maximum of seven (7) days of absence for illness or injury leave earned may be used by the classified employee, at their election, in the following cases of personal necessity, which includes: 1) death of a relative (other than immediate family), or close friend; 2) accident or illness involving the employee's person or property, or the person or property of a member of the employee's immediate family, and which requires the immediate presence of the employee during the period of leave; and 3) appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction.

Classified employees are required to request personal necessity leave from their immediate supervisor prior to the beginning of the work shift for which the absence is requested.

Personal Leave:

Personal leave, not to exceed six (6) days per year may be used by a classified employee provided that the employee notifies their supervisor in writing five working days prior to the date requested and the supervisor is able to obtain coverage.

Family Medical Leave (FMLA):

Classified employees are entitled to three (3) months of unpaid family care leave during any 12-month period. In general, "family medical leave" means leave because of 1)

the birth of a child of a unit member; 2) the placement of a child with a unit member in connection with the adoption or foster care of a child by unit member; 3) the serious illness of a child of a unit member; or 4) leave to care for a parent or a spouse who has a serious health condition. The District shall pay the classified employee's regular health and benefits contributions for up to three (3) months during the 12-month period, which runs from July 1 - June 30.

The three (3) months of unpaid FMLA leave shall run concurrently with other paid leaves from the date of employer notice that the classified employee has qualified for such leave, except that the three (3) months of FMLA leave will run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical conditions.

Parental Bonding Leave:

With the passing of AB 2393, "Parental Leave," employees may access differential pay while on a leave of absence occasioned by the birth of the employee's child or the placement of a child in connection with the adoption or foster care placement. Parental bonding leave is for a period of 12 weeks.

Catastrophic Leave:

"Catastrophic illness" is defined as an illness that is expected to incapacitate the classified employee for over ten (10) consecutive duty days or incapacitate a member of the employee's family, defined as mother, father, children, registered domestic partner, or spouse, for over ten (10) consecutive duty days which requires the employee to take time off work during that entire period of time to care for that family member.

All "permanent" classified employees on active duty, "upon completion of probationary period," with the District are eligible. Participation is voluntary, but withdrawal of hours requires an employee to be a member of the Catastrophic Leave Bank. The annual rate of contribution will be one "day."

A request for withdrawal may be made when it has been determined that all leave has been exhausted. Withdrawals from the Bank shall be granted in units of no more than 21 workdays. (Workdays will be converted into the number of hours needed by the recipient). Maximum withdrawals shall not exceed 63 days per incident. A request for withdrawal must be accompanied by a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

Seniority List:

The District updates the classified employee seniority list semi-annually. Seniority is determined by date of hire within each classification, excluding time spent in a break of service. Tie breakers are determined as follows: 1) original hire date in district; 2) last four digits of Social Security Number (the higher number equates to higher seniority).

Transfers:

Transfers of classified employees may be initiated by the District or requested by the classified employee at any time. *See CSEA Association Agreement, Article X - Transfers.*

Union Dues & Information:

Union dues are calculated as a percent of the employee's normal gross pay. California School Employees Association, Chapter #275 represents classified staff. Employees who have any questions about the association, should contact their union representative.

Copies of current collective bargaining agreements are posted on the District website at www.luciamarschools.org under the Human Resources Department tab.

Vacation Days:

Classified employees may carry over, from one fiscal year to the next, only as many days of vacation as the member accrues in one (1) fiscal year. Classified employees who serve less than six (6) months shall not receive payment for accrued but unused vacation, as vacation is not vested until completion of the initial six months of service.

A new employee of the classified service shall not normally be eligible to take vacation time until the first day of the calendar month after completion of six (6) months of continuous service with the District. Following the completion of (6) months of continuous service, a new employee may request five (5) days of vacation or the proportionate amount to which the employee is entitled.

Except by mutual agreement between the classified employee and the District, all vacation days earned must be taken by the end of the fiscal year following the fiscal year of accrual.

Requests for vacation must be made in writing two (2) business days in advance and approved by the District. When unit members are absent due to authorized vacation for less than a full day, their vacation will be charged one hour for every hour of absence.

Vacations will not be scheduled prior to the time they are earned, however, because of the need for school secretaries and clerks to take their vacation during the Winter and Spring recesses, the District may make an exception to the time earned policy in order to ensure that

secretaries are able to take their vacations at times when school is not in session. *See CSEA Association Agreement, Article VIII - Vacations.*

APPENDIX

1. Instructional Calendar 2024-2025 (p. 41)
2. Classified Work Schedules (p. 42)
3. Regular Teacher Extra Duty Timesheet (p. 43)
4. Regular Classified Employee Extra Duty Time Sheet (p. 44)



2024-2025 Instructional Calendar

JULY						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	H	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	SD	SD	WD	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	H	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	H	29	30

DECEMBER						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	H	H	26	27	28
29	30	31				

JANUARY						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
			H	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	H	11	12	13	14	15
16	H	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	WD	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	H	27	28	29	30	31

JUNE						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	H	20	21
22	23	24	25	26	27	28
29	30	31				

Holidays & Local Recesses	
July 4	Independence Day
Sept. 2	Labor Day
Nov. 11	Veterans Day
Nov. 25-29	Thanksgiving Recess
Nov. 28	Thanksgiving Day
Dec. 24	Christmas Eve
Dec. 25	Christmas Day
Dec. 23-31	Winter Recess
Jan. 1	New Year's Day
Jan. 1-10	Winter Recess Cont'd
Jan. 20	Dr. Martin Luther King, Jr. Day
Feb. 10	Lincoln Day
Feb. 17	Washington Day
April 21-25	Spring Recess
May 26	Memorial Day
June 9	Summer Recess Begins
June 19	Juneteenth

Instructional Significance	
Aug. 12-13	Staff Development Days
Aug. 14	Teacher Work Day
Aug. 15	First Day of School
Oct. 11	Quarter 1 Ends (HS/MS) [41 days]
Nov. 8	Trimester 1 Ends (ES) [61 days]
Dec. 20	Semester 1 Ends (HS/MS) [85 days]
Mar. 6	Trimester 2 Ends (ES) [60 days]
Mar. 7	Teacher Work Day
Mar. 21	Quarter 3 Ends (HS/MS) [46 days]
June 6	Last Day of School / Minimum Day
	Semester 2 Ends (HS/MS) [95 days]
	Trimester 3 Ends (ES) [59 days]

Student Days by Month & Total		
MONTH	STU DAYS	TOTAL
July	0	0
August	12	12
September	20	32
October	23	55
November	15	70
December	15	85
January	14	99
February	18	117
March	20	137
April	17	154
May	21	175
June	5	180

**WORK SCHEDULES FOR CLASSIFIED STAFF WORKING LESS THAN 12 MONTHS
2024 - 2025 SCHOOL YEAR**

		Work Year	Last Day 75%
SCHEDULE A-A	(251 Days - includes 1 PD Day) 11.5 Months	07.16.24 - 06.30.25	10.10.24
	<i>(10 days during the fiscal year (7/1/24 - 6/30/25) are non-work/non-paid days (excluding paid holidays) to be scheduled with supervisor)</i>		
• Secretary V, High School			
SCHEDULE A	(250 Days) 11.5 Months	07.16.24 - 06.30.25	10.10.24
• Student Services Technician II (MIS)			
SCHEDULE B	(240 Days) 11 Months	07.15.24 - 06.20.25	10.04.24
• Activities Accounting Technician, High School	• Student Records Specialist, High School		
• Curriculum Secretary III	• Student Services Technician III (Health Services)		
• Secretary III, Transportation			
SCHEDULE C	(230 Days) 10.5 Months	07.22.24 - 06.13.25	10.09.24
• Accounting Technician III, CTE	• Secretary III, Adult Education		
• Attendance Technician, High School	• Secretary III, High School		
• Secretary II, High School	• Secretary IV, High School		
SCHEDULE D-A	(231 Days - includes 1 PD Day) 10.5 Months	07.29.24 - 06.20.25	10.16.24
• Secretary IV, Middle School			
• Secretary IV, PVA			
• Secretary V, Continuation High School			
SCHEDULE D	(230 Days) 10.5 Months	07.29.24 - 06.20.25	10.16.24
• Secretary II, Student Services	• Student Services Secretary III (Special Education)		
• Secretary III, Middle School	• Student Services Technician I		
• Secretary IV, Student Safety & Support			
SCHEDULE E-A	(224 Days - includes 1 PD Day) 10 Months, 4 Days	07.31.24 - 06.13.25	10.16.24
• Secretary IV, Elementary School			
SCHEDULE E	(223 Days) 10 Months, 3 Days	07.31.24 - 06.13.25	10.16.24
• Elementary School Secretary	• Warehouse/Delivery Person		
SCHEDULE F	(220 Days) 10 Months	08.05.24 - 06.13.25	10.18.24
• Families in Transition Support Coordinator	• Sr. Translator/Interpreter, Curriculum		
• Migrant Support Technician, Curriculum	• Translator/Interpreter, Student Services/Curriculum		
SCHEDULE H	(201 Days) Student Days + 2 Weeks	08.08.24 - 06.13.25	10.15.24
• Career Center Technician	• Secretary I, Healthy Start		
• Health Clerk, Health/Safety	• Secretary I, High School		
SCHEDULE I-A	(196 Days - includes 1 PD Day) Student Days + 5 Days (3/2)	08.12.24 - 06.10.25	10.17.24
• Library Technician			
SCHEDULE J	(195 Days) Student Days + 4 Days (4/0)	08.09.24 - 06.06.25	10.16.24
• Food Service Unit Leader			
SCHEDULE K	(193 Days) Student Days + 2 Days (2/0)	08.13.24 - 06.06.25	10.17.24
• Bus Driver	• Special Education Paraprofessional I, II, III		
SCHEDULE L-A	(192 Days - includes 1 PD Day) Student Days + 1 Day (1/0)	08.14.24 - 06.06.25	10.18.24
• School Technology Assistant			
SCHEDULE L	(191 Days) Student Days Only	08.15.24 - 06.06.25	10.21.24
• Accounting Technician I, High School	• Locker Room Assistant		
• Bilingual Instructional Assistant	• Noon Duty Supervisor		
• Campus Security	• Parent/Community Liaison Assistant		
• Certified Occupational Therapy Assistant	• Physical Education Instructional Assistant		
• Classroom Support Instructional Assistant	• Registered Nurse		
• Food Service Worker	• Speech Language Pathology Assistant		
• Licensed Vocational Nurse/IA	• Student Support Advocate		

PD - Professional Development (Annual Training(s))

*****ALL SCHEDULES/CALENDARS INCLUDE 11 OR 12 PAID HOLIDAYS*****



REGULAR TEACHER EXTRA DUTY TIME SHEET

Name: _____

Last 4 Digits of SS#: _____ Month: _____

DATE	MONTH	HOURS						ABSENT TEACHER NAME or DESCRIPTION	PROGRAM ACCOUNT CODE	AUTHORIZED SIGN
		Secondary After School	Teaching Teachers	Teaching Students	Insrvc/NSC OR No Students	Inservice w/ Salary Credit	Elem. Overnight			
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
TOTAL										

DISTRICT OFFICE USE ONLY		
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
ACCT #	X	=
TOTAL:		

NOTE: Due in Payroll Dept. on the first working day following the 15th of the Month. If not received by this date, check will be delayed one payroll cycle.

Employee Signature _____

Supervisor Signature _____ / Site _____

• Use GREEN paper for this form •



SRA – SALARY REDUCTION AGREEMENT 457(b) (DCP) Plan

This Agreement must be signed by the Employee and received by the Plan Administrator. If you participate in multiple 457(b) Defined Contribution Plan (DCP) accounts, all salary reductions must be on one SRA form. This Agreement is not effective until approved. This Agreement is irrevocable by the Employee as to any salary or amounts paid, but may be terminated or changed as to salary not yet paid. Compensation to be paid to this Employee shall be reduced by the sum indicated below per pay period starting with the compensation to be paid on the date requested below, or the first available payroll period after all requirements are satisfied.

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PRIOR DCP/457(b) SALARY REDUCTION AGREEMENTS – INCLUDING THE AMOUNT(S), PROVIDER(S), AND EFFECTIVE DATE(S).

BLACK INK ONLY Check here if you are contributing to another retirement plan: ☐

EMPLOYER LUCIA MAR UNIFIED SCHOOL DISTRICT				
Employee Name		Social Security Number	Date of Birth	Date of Hire
Phone (Day)	Phone (Home)	Mailing Address		City, State, Zip
Email Address		Salary Reductions: <input type="checkbox"/> 10-months <input type="checkbox"/> 11 months <input type="checkbox"/> 12 months		<input type="checkbox"/> Classified <input type="checkbox"/> Certificated

DCP/457(b) PLAN

- ☐ This is to **Initiate** a New 457(b) Salary Reduction Agreement (**Check only if not currently participating**)
☐ This is to **Change** the **Amount** of my currently existing 457(b) Salary Reduction Agreement
☐ This is to **Change** my **Company/Provider**
☐ This is to **Terminate** my 457(b) Salary Reduction Agreement (Indicate below the Effective Date & Company/Provider Name)
☐ There is **NO Change** to my currently existing 457(b) Salary Reduction Agreement

Monthly Amount \$ _____ **Effective with my payroll date (mm/dd/yyyy):** _____, 20____

The Employer in accordance with the Employer's 457(b) Plan shall transmit the above in the following manner:

\$ _____ **To: RSG Securities** **Date Account Opened** _____

**FOR ENVOY USE
ONLY**
Deduction Code: _____

EMPLOYEE ACKNOWLEDGES that Employee has read, understands, and agrees to the terms and conditions set forth on the reverse side of this form. Employee further understands that a termination of salary reduction contributions to a provider that has not complied with or maintained registration in IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto and the Employee has read and understands the terms and conditions listed on the reverse side of this form.

Employee Signature: _____ **Date:** _____

ADVISOR / BROKER INFORMATION:		
Print Name of Advisor/Broker: _____	Phone: _____	Email: _____



REGULAR CLASSIFIED EMPLOYEE - EXTRA DUTY TIME SHEET

Name: _____

Last 4 Digits of SS#: _____

Contract Hrs: _____

DATE	MONTH	ADD'L HOURS	OVERTIME	REASON FOR EXTRA DUTY	SITE	PROGRAM ACCOUNT CODE	REMARKS
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

TOTAL		
-------	--	--

DISTRICT OFFICE USE ONLY			
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
ACCT #	X	=	
TOTAL		=	

NOTE: Due in Payroll Dept. on the first working day following the 15th of the Month. If not received by this date, check will be delayed one payroll cycle.

Employee Signature

Supervisor Signature / Site

• Use GREEN paper for this form •