

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SAVANNA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #322

JULY 1, 2024
THROUGH
JUNE 30, 2026

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ARTICLE I – AGREEMENT

This Agreement is made and entered into by and between the Board of Trustees of the Savanna School District, hereinafter referred to as the District, and the California School Employees Association and its Savanna Chapter #322, hereinafter referred to as CSEA or Association.

ARTICLE II — PURPOSE OF AGREEMENT

The purpose of this agreement is to promote a more effective, efficient and improved personnel management and employer/employee relations program, to clarify the rights and obligations of the District, CSEA and unit members, to provide an equitable procedure for resolution of differences, to establish rates of pay and other terms and conditions of employment in accordance with provisions of Div. 4 of Title I of Government Code Section 3540 - 3549.3 (SB 160 - Rodda Act).

ARTICLE III — DEFINITIONS

- | | | |
|------|-----------------------------|---|
| 3.1 | Anniversary Date | The date upon which an employee is granted an earned salary increment. In reference to hire date and reclassification, this will be the nearest first of the month and thereafter will not |
| 3.2 | Defamatory | Defaming; slanderous. |
| 3.3 | Derogatory | Disparaging, belittling, showing an unfavorable opinion of some person or thing, detracting. |
| 3.4 | Fiscal Year and School Year | July 1 through June 30. |
| 3.5 | Leave and Transfer | Means any provisions set forth in this agreement concerning any form of employee leave or transfer, including but not limited to, sick leave, personal leave, industrial accident or illness leave, or transfer of an employee from one site to another within the same classification. |
| 3.6 | Limited-term | An employee who is serving in a provisional appointment, or as a substitute for a regular employee, or in a position established for a limited period of less than six months. |
| 3.7 | Permanent Employees | A regular employee who successfully completes an initial probationary period of six (6) months of service as a probationary employee after the initial date of regular employment by the District. |
| 3.8 | Probationary Employee | A regular employee who will become permanent upon completion of a prescribed probationary period. |
| 3.9 | Regular Employee | Any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, limited-term or student employee. |
| 3.10 | Safety Conditions | Any work-related condition affecting the health, of Employment safety, or welfare of the employee. |
| 3.11 | Salary Rate | A specific amount of money paid for a specific period of service. |
| 3.12 | Salary Schedule | A series of salary steps and ranges which comprise the rates of pay for all classes. |
| 3.13 | Salary Step | One of the salary levels within the range of rates for a class. |

- 3.14 Substitute Employee A person assigned to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 3.15 Transfer A reassignment of an employee without examination to a position in another school/department in the same class or to a position in a similar or related class with the same salary range.
- 3.16 Work Hours All hours authorized/required to be worked in a paid status.

ARTICLE IV — RECOGNITION - REPRESENTATION

4.1 Recognition:

The District confirms its recognition of CSEA as the exclusive representative for that unit of Classified employees voluntarily recognized by the District at its April 13, 1976 regular meeting.

4.1.1 The unit is comprised of the following classification families which are listed in greater detail and specificity on the salary schedule in Appendix 'A':

- Food Services
- Clerical/Secretarial
- Operations/Maintenance
- Transportation (Bus Drivers)
- Instructional Assistant
- Speech and Language Pathology Assistant
- Administrative Secretary
- Noon Duty Supervisors

and excluding all other classifications not specifically enumerated above which includes, but is not limited to:

- Director of Maintenance/Operations
- Director of Food Services
- Executive Assistant to the Superintendent
- Administrative Secretary - Confidential
- Payroll Clerk
- Temporary Employees
- Accountant

4.1.2 All classifications newly created during the period of this agreement, except those that lawfully are certificated or are determined to be Management, Confidential or Supervisory shall be assigned to the bargaining unit.

ARTICLE V – ASSOCIATION RIGHTS

5.1 CSEA Activities:

All CSEA business, discussions, and activities, except as provided otherwise in this Article, and the grievance procedures contained in the Agreement, will be conducted by unit members or CSEA officials outside established work hours as defined in Article VIII herein.

5.2 CSEA Rights:

CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement.

- 5.2.1 The right of access to areas in which employees work before the employee's established work day, during the employee's lunch period and breaks, or after the employee's work day.
- 5.2.2 The right to use without charge institutional bulletin boards, mail boxes, e-mail facilities, faxing facilities and the use of the school mail system, for the posting or transmission of information or notices concerning CSEA matters.
 - 5.2.2.1 Such information will be dated and contain the name of the organization and stamped authorization of the CSEA President.
 - 5.2.2.2 A copy of such postings or distributions will be delivered to the Superintendent or designee at the same time as posting or distribution.
 - 5.2.2.3 No CSEA member will post or distribute information which is derogatory or defamatory to the District or its personnel. Any member so doing shall be subject to disciplinary action by CSEA and District.
- 5.2.3 The right to use institutional facilities for the purpose of meetings under provisions of the Civic Center Act in so far as they do not interfere with regular school activities/programs.
- 5.2.4 The District agrees, upon written request submitted by CSEA, to furnish a copy of any public record directly related to negotiations.
- 5.2.5 The District shall provide paid release time for one (1) Association member to attend the annual CSEA conference as a delegate.
- 5.2.6 The District shall provide release time for the Association president or designee up to a total of 15 days per year for lawful Association business, to be taken in at least 2 hour increments, providing the Superintendent or designee is notified 48 hours in advance of such leave, except in cases of emergency, and provided further, the Association reimburses the District for any substitute costs.
- 5.2.7 Upon prior approval by the immediate supervisor, unit members shall be permitted to attend Personnel Commission and District Board of Trustee meetings and may be permitted to attend Association meetings, provided they make up any work time missed as a result of attending such meetings.
- 5.2.8 The District agrees to provide reasonable release time for five (5) CSEA negotiating team members for the purpose of negotiations.

ARTICLE VI — DISTRICT RIGHTS

- 6.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and/or educational opportunities of students, managers and Board of Trustee members; determine staffing patterns; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The District retains the exclusive right to hire, classify, assign, evaluate, promote, terminate, and discipline employees; to relieve employees from duties because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; and to determine the methods, means, and personnel by which such operations are to be conducted. No obligations exist, as indicated, to consult or negotiate with the Association with respect to such areas of discretion and policy as to the goals of the District and/or schools and activities; its budget; its organization; the total number of employees; the numbers, types, and grades of positions, or employees assigned to any organizational unit, work project or assignment.
- 6.2 The District maintains the right to amend, modify and rescind policies and practices referred to in this Agreement in case of actual or perceived emergency. An emergency is defined as an act of God or other occurrence having a serious impact on the District, work action or work stoppage. The initial determination of the existence of an emergency is solely within the discretion of the Board.
- 6.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 6.4 The District may layoff, or in lieu of layoff, reduce the hours of unit members at any time subject to the Education Code and Personnel Commission Rules and Regulations of the Classified Service Section 60.600.1.
- 6.5 The District retains the right to assign employees temporary operational responsibility in the absence of their supervisor.

ARTICLE VII — ORGANIZATIONAL SECURITY--PAYROLL DEDUCTIONS

- 7.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.
- 7.2 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly association membership dues as voluntarily authorized in writing by the employee on the appropriate authorization form subject to the following conditions:
 - 7.2.1 Such deduction shall be made only upon submission of the Association authorization form to the designated representative of the District duly completed and executed by the employee and the Association.
 - 7.2.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the next available pay period after submission.
- 7.3 The Association agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or District Board of Trustees individually or collectively, its officers, employees, and agents, including reimbursement for all costs, expenses, fees, and judgments and providing an effective defense on behalf of the District at the direction and expense of the Association against any and all lawsuits or other legal proceedings, arising out of and in connection with this article.

ARTICLE VIII — HOURS OF EMPLOYMENT

8.1 Work Year:

Unit members shall render the required days of service during the school year (July 1 through June 30) as determined by the District. Classifications have the following number of work days:

<u>Work Calendar</u>	<u>Classifications</u>	<u>Duty Days</u>	<u>Holidays</u>	<u>Total Paid Days</u>
<u>12 Months</u>	<u>Administrative Secretary, (Full-Time) Bus Drivers, Clerk Typist, (Full-Time) Community Liaison, Custodians, Duplications Clerk/Receptionist, Expanded Learning Site Lead, Expanded Learning Supervisor, Groundskeeper/Light Equipment Operator, Information Services Assistant, Information Services Technician, Lead Bus Driver/Trainer, Lead Mechanic, Maintenance, Preschool Site Supervisor, Preschool Teachers, Warehouse/Technology</u>	<u>246</u>	<u>15</u>	<u>261</u>
<u>10.5 Months</u>	<u>(Part-Time) Bus Drivers, School Office Coordinator</u>	<u>201</u>	<u>13</u>	<u>214</u>
<u>9 Months</u>	<u>(Part-Time) Community Liaison, Expanded Learning Group Leaders, Food Service Workers, Instructional Assistants, LVN, Noon Duty Supervisor, SLPA,</u>	<u>182</u>	<u>12</u>	<u>194</u>

8.2 Work Week:

8.2.1 Full-time unit members' standard work week shall be forty (40) hours in five (5) consecutive days of eight (8) hours per day.

8.2.2 Part-time unit members shall have less than a forty (40) hour work week.

8.3 Work Day:

8.3.1 The length of the work day shall be designated by the District for each unit member.

8.3.2 A unit member's starting and ending time shall be established by the department head, supervisor, or principal.

8.3.3 All unit members working five (5) or more hours per day shall be entitled to a minimum of thirty (30) minute uninterrupted lunch period scheduled at or about the mid-point of their work day by the immediate supervisor. Such lunch period may be scheduled for unit members working less than five (5) hours.

8.3.3.1 In the event a unit member's lunch break is interrupted, by the immediate supervisor and/or designee, to engage in work-related activities, the unit member shall be permitted to resume their break for the remaining time.

8.3.4 All unit members shall be granted rest periods at the rate of fifteen (15) minutes per each consecutive four (4) hour work period, scheduled at the discretion of their immediate supervisor at or near the midpoint of their shift.

8.3.4.1 Unit members hired prior to November 16, 2015, assigned to a regular work shift of 3.75 consecutive hours shall be granted a rest period of fifteen (15) minutes per day to be scheduled at the discretion of their immediate supervisor at or near the midpoint of their shift.

8.3.4.2 Unit members hired on or after November 16, 2015, assigned to a regular work shift of 3.75 consecutive hours shall be granted a rest period of ten (10) minutes per day to be scheduled at the discretion of their immediate supervisor at or near the midpoint of their shift.

8.3.5 Overtime:

8.3.5.1 The District reserves the right to extend the regular work day or work week of a unit member when it is deemed necessary to carry out the District's business. A reasonable notice will be given, except in an emergency situation.

8.3.5.2 Overtime is any time unit members work in excess of eight (8) hours in any one day, or ten (10) hours per day for a four day-ten hour/day in excess of forty (40) hours in a calendar week.

8.3.5.3 Overtime shall be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay of the unit member.

8.3.6 Compensatory Time:

8.3.6.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of one and one half (1½) times the regular rate of pay of the unit member.

8.3.6.2 The supervisor will inform the unit member if compensatory time is available in lieu of overtime pay. Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or the next pay period from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.

8.4 Call-Back/Call-In Time:

Unit Members called back to work after the completion of their regular assignment shall be compensated for a minimum of one and one half (1 ½) hours work at their appropriate rate of pay. Unit members called in on any day other than their regularly scheduled work day shall be compensated for a minimum of one and one half (1 ½) hours or the actual time worked, whichever is greater, at their appropriate rate of pay.

8.5 Summer Work:

Summer work shall be offered first to unit members who are determined qualified by the District to perform such work, provided such work is the type normally and customarily performed by unit members during the regular work year. Any such unit members selected and assigned work within their regular classification shall receive on a pro-rata basis their regular rate of pay and any applicable benefits provided in this Agreement. Any such unit members selected and assigned work outside of their regular classification shall, on a pro-rata basis, receive the appropriate substitute/temporary rate of pay and any applicable benefits provided in this agreement.

8.6 Working Out Of Class:

Unit members may be required to perform any duties which reasonably relate to duties fixed and prescribed by the Board for their position.

Unit members also may be required to perform duties which are not reasonably related to their duties provided that, in such case, unit members who work five (5) workdays within a fifteen (15) calendar day period, shall have their salary adjusted upward to the higher job classification for the entire period they are required to work out of classification.

When a unit member is working out of class with assigned duties of a lower salary classification, the unit member shall retain their regular rate of pay.

ARTICLE IX — WAGES

2024-2025 School year

Effective July 1, 2024

- A 2% on salary schedule increase will be provided to all bargaining unit members in paid status by the District, including any unit members who retired anytime during the 2024-2025 school year as of the ratification date.
- A 2% one-time off-schedule payment will be provided to all bargaining unit members in paid status by the District, including any unit members who retired anytime during the 2024-2025 school year as of the ratification date.

9.1 The District agrees to additionally compensate long service unit members in accordance with the following schedule:

- After 9 years of service to the District - 3%
- After 14 years of service to the District - 5%
- After 19 years of service to the District - 7%
- After 24 years of service to the District - 9%
- After 29 years of service to the District - 11%

9.2 Mileage Compensation: Unit members directed in writing by their immediate supervisor to use their personal vehicles on District business shall be reimbursed at the rate allowed by Internal Revenue Service regulations or at any higher rate approved by the Board for all miles driven, subject to verification by the District.

9.3 Unit members required by the District to work an overnight assignment away from the District shall be reimbursed reasonable costs for any regular meal or overnight lodging incurred during such time, subject to verification as determined by the District. Where possible, the District shall provide advance funds for lodging.

Unit members authorized by the District to travel for business shall be reimbursed for travel costs per Board Policy 3350.

Unit member shall submit all receipts to District upon their return.

9.4 The District shall pay Bus Drivers for training time needed to renew their State bus driver's certificates at the appropriate rate of pay. District will pay for bus driver certificates for those unit members, not classified as bus drivers, who are required to have said certificates.

9.5 The District shall, within legal limitations, reimburse unit members for personal property which is lost or damaged within the scope of employment without the unit member's fault or negligence and which can be verified as hereinafter provided. Reimbursement shall not exceed the deductible amount of any and all applicable unit member insurance policies in force. If no insurance coverage is in force, the reimbursement shall be based on the depreciated value of the property. Reimbursement for claims of less than \$15 will not be considered and reimbursement shall not exceed \$500.

Materials and personal property, which the unit member wishes covered under this provision, must have prior approval of the principal for use on/in school premises. Written claims must be received by the Assistant Superintendent within twenty (20) calendar days from the date of loss. The District shall have the discretion to require sales receipts, verification of insurance or lack of insurance coverage and any other information reasonably necessary to evaluate the unit member's claim.

- 9.6 Tools and safety equipment shall be provided unit members as determined by the District.
- 9.7 A unit member may be reimbursed for tuition for course work which improves his skills and benefits the District, provided he has received prior written authorization by the District.
- 9.8 The contribution to the Public Agency Retirement System (PARS), in lieu of Social Security for all employees working less than four hours per day who are not members of PERS, shall be seven and a half (7.5%) percent. Of this amount, the District shall contribute two (2%) percent, and the unit member five and a half (5.5%) percent.
- 9.9 All classified employees assigned to the task of diapering children as a regular job duty or regularly assigned to work in a SELPA-designated moderate/severe special day class program as determined by the District, shall receive a stipend of five (5%) percent of their regular salary, to be paid on a monthly basis.
- 9.10 Certified bus drivers who transport Savanna students shall receive a stipend of five (5%) percent of their regular salary, to be paid on a monthly basis.

ARTICLE X — HEALTH AND WELFARE BENEFITS

- 10.1 Effective beginning the 2024-25 school year, the District shall contribute up to an annual maximum contribution for eligible unit members toward district medical, dental and vision insurance programs as follows:

Employee Only: \$7,000

Two Party: \$13,200

Full Family: \$18,480

Effective July 1, 2015, and each July 1st thereafter, the District medical, dental, and vision plans shall be modified in accordance with the health benefit committee recommendations.

Any health benefit premium amount in excess of the above annual maximum District contribution shall be paid by the unit member through payroll deduction.

The District and Association recognize the impact of escalating health care premiums upon the total compensation package. A joint health benefits committee is established to analyze and reduce the escalation of these costs and is composed of three (3) District-selected representatives, three (3) CSEA-selected representative~~s~~ and four (4) SDTA representatives to review alternative health benefit plans and specifications and make recommendations on modifications to the District and Association.

- 10.2 The yearly increased costs as stipulated above will be reduced accordingly on a monthly pro-rata basis if the agreed to contract is not in effect July 1. (The fiscal year for benefits being July 1 to June 30.)

- 10.3 The District shall pay an amount not to exceed \$104.00 for the employee only premium for \$10,000 Life Insurance.

- 10.4 All plans (carriers) shall be approved by the District.

- 10.5 Eligibility:

Eligible unit members who work at least four (4) hours per day shall qualify for benefits under Section 10.1 through Section 10.3 of this Article. Eligible unit members shall be enrolled in insurance programs as soon as possible following fulfillment of the eligibility requirement.

10.5.1 Any unit member who begins employment in a position working less than eight (8) hours but at least four (4) hours per day on or after June 29, 2010 shall receive the District contribution for health benefits as set forth in Section 10.1 above in proportion to the number of hours worked per day/months worked per year.

10.6 Continuation-Disability:

The District shall continue all benefits provided for in Sections 10.1, 10.2, and 10.3 of this Article during the absence of any eligible unit member who is on a District approved paid leave of absence.

10.7 The District shall provide payroll deductions, upon the appropriate authorization by the unit member, for all approved benefit programs in the District.

10.8 The District shall provide payroll deduction for unit members for State Disability Insurance.

10.9 Unit members who resign and retire between age 55 and 65 and have completed a minimum of ten (10) years of continuous service to the District immediately prior to the time of retirement shall be eligible to receive health insurance (major medical) coverage for themselves until they reach age 65 or become eligible for Medicare, whichever occurs first, provided however, such coverage is permitted under said existing policy of the insurance company, and provided, further, they have qualified for medical coverage during the previous required ten (10) year period of employment.

Unit members must make written application by letter for participation in the program specified in Paragraph 1 above to the District Office, apply for retirement through Public Employment Retirement System (PERS), and subsequently submit resignation to be approved by the Board of Trustees.

Retired unit members who qualify under the plan specified in Paragraph 1 above, may extend the health insurance as specified herein to their dependents provided they pay the full premium cost in the manner required by the Board, provided however, such coverage is permitted under the existing policy of the insurance company.

ARTICLE XI – HOLIDAYS

11.1 All unit members shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday commensurate with their regular rate of pay:

- New Year's Day
- Martin Luther King, Jr's. Day
- Lincoln's Day
- Washington's Day
- Spring Recess (1 day)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Admission Day (or an in-lieu day)
- Veteran's Day
- Thanksgiving Days (2 days)
- Christmas Eve
- Christmas Day

Any day appointed by the President, or the Governor for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code provisions by the Governing Board.

11.2 Unit members who are not normally assigned to duty during the holidays of December 24, December 25 and January 1 shall be paid for those three (3) holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

11.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

11.4 When a unit member is required to work on any holiday listed above, they shall be paid compensation, or given compensatory time off, for such work, in addition to their regular pay received for the holiday they shall also be compensated, at the rate of one and one-half (1½) their regular rate of pay. This amounts to two and one-half (2½) times total pay.

11.5 All permanent and probationary unit members will receive holiday pay equivalent to their regularly hourly rate based on their assigned work hours.

ARTICLE XII — VACATION

12.1 Eligibility - Pay:

Unit members shall accrue annual vacation benefits on a fiscal year basis, July 1 - June 30, and at the regular rate of pay earned at the time the vacation is commenced. For the purpose of this Article only, hire date until June 30 of the fiscal year in which an employee is hired shall be considered the first year. July 1 - June 30 shall constitute subsequent service years in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrued Vacation Days</u>
After completion of 1 -5 years	12 days
After completion of 6 -10 years	15 days
After completion of 11 years	16 days
After completion of 12 years	17 days
After completion of 13 years	18 days
After completion of 14 years	19 days
After completion of 15 years or over	20 days

12.1.1 All permanent bargaining unit employees who serve in limited term assignments during periods when they are not regularly assigned shall earn paid vacation time on a pro-rata basis.

12.2 Request:

A request for vacation shall be submitted via the District's absence reporting system to their immediate supervisor for prior approval.

12.3 Schedule:

Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the employee consistent with the needs of the service and the work load of the department. If there is an apparent conflict in requested vacation schedules, seniority will be considered as one of the factors in resolving the conflict. Any disagreements on the scheduling of vacation days not resolved between the Unit Member and the immediate supervisor may be appealed to the Superintendent.

12.4 Part Time Accrual:

All regular part-time classified unit members working less than a full eight (8) hour day or less than twelve (12) months shall receive accrued vacation time in a ratio to the number of hours worked per day/months worked per year.

12.5 Carry Over-Extension:

Vacation may, with the approval of the supervisor, be taken at any time during the school year. If the employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Governing Board.

12.6 Postponement - Interruption:

The bargaining unit member shall be permitted to delay, interrupt, or terminate their vacation for illness reasons during their scheduled vacation period or without a return to active service if on vacation, provided the unit member supplies satisfactory notice and verifying information from their physician if the illness exceeds three (3) days or more regarding the basis for such interruption or termination.

12.7 Holidays:

When a holiday falls within the scheduled vacation of any bargaining unit member, the holiday will not be counted in use of vacation time.

12.8 Probationary Unit Members:

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

12.9 Separation:

Upon separation from service, a permanent unit member shall be entitled to a lump-sum compensation for all earned and unused vacation.

12.10 Any day designated as a Parent/Conference Day by the District shall be a regular work day for all unit members unless the unit member applies for a vacation day.

ARTICLE XIII — LEAVES

13.1 Bereavement Leave:

Unit members shall be granted bereavement leave on account of the death of a member of the immediate family as defined below.

The leave shall be for a maximum of five (5) paid days if out-of-state travel is required. If out-of-state travel is not required, the maximum number of bereavement leave days shall be five (5) days; three (3) of which shall be paid, and the remaining two (2) days shall be unpaid unless the unit member elects to use other available paid leave. The days of bereavement leave need not be consecutive. The bereavement leave shall be completed within three (3) months of the date of death of the immediate family member.

13.1.1 Immediate family shall be defined as the unit member's spouse or their registered domestic partner, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, niece, nephew, brother, brother-in-law, sister, sister-in-law, aunt, uncle, or any relative/person living in the immediate household or any unit member who would have been a parent but for a reproductive loss event as defined in Government Code section 12945.6, which includes failed adoption, failed surrogacy, miscarriage, still birth, or an unsuccessful assisted reproduction.

13.1.2 Bereavement leave shall not be deducted from leave granted by other sections of this contract.

13.1.3 The unit member may take up to six (6) additional days, if needed, from their personal necessity leave.

13.1.4 Unit member shall submit documentation for bereavement leave to their immediate supervisor on the appropriate form (BS #19) upon their return to work.

13.2 Judicial Leave:

Leave of absence to serve on a jury or as a witness (but not as a litigant) shall be granted to any bargaining unit member so summoned.

13.2.1 The employee shall make a written request for such leave together with a copy of the official court summons to his/her immediate supervisor.

13.2.2 The length of the leave shall be granted in accordance with the summons or as otherwise required by the Court. Night custodians shall receive paid leave on days actually served as a juror.

13.2.3 A unit member granted a leave of absence under these provisions shall be granted full pay. All fees and expenses paid by other agencies and collected by the unit member, excluding meal, mileage and parking allowances, shall be deposited with the District.

13.2.4 Unit members who are in fact not selected for jury duty shall return to their assignments for the remainder of the day.

13.3 Sick Leave:

13.3.1 Full time unit members working twelve (12) months per year shall be entitled to twelve (12) days leave per fiscal year for purposes of personal illness or injury.

13.3.2 Unit members working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full time employment.

13.3.3 All bargaining unit employees who serve in limited term assignments during periods when they are not regularly assigned shall be entitled to sick leave on a pro-rata basis during such assignments.

13.3.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

13.3.5 Procedures:

Unit members shall utilize the District's absence reporting system to notify their immediate supervisor or the District Office of their need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action. A unit member who is absent for two hours or less shall have two hours deducted from the accumulated leave.

13.3.6 Return to Service:

13.3.6.1 Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor. (BS#19)

13.3.6.2 A unit member absent for three days or more may be required to submit a doctor's statement verifying the unit member was medically unable to work and the date the unit member is able to return to work. Noting the above, a unit member may be required to submit verification as determined by the District for absences less than three (3) days due to illness or injury if the District has reasonable cause to believe a unit member has abused sick leave herein.

13.3.6.3 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification and perform the essential functions of his/her position with or without reasonable accommodation.

13.3.6.4 A unit member shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the employee fails to notify the District of intent to return to duty two (2) hours prior to the close of the preceding work day, and by such notification failure a substitute is secured.

- 13.3.7 Unit members becoming aware of the need for absence due to surgery, pregnancy or childbirth-related disability, or the predictable or previously scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The Physician's statement shall include the beginning date of disability, that the unit member is medically unable to work, and the anticipated date of the return to active service.
- 13.3.8 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 (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.3.9 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 13.3.10 Each unit member shall be notified of the accumulated leave at the beginning of the school year by means of an appropriate notice from the payroll office.

13.4 Industrial Accident - Illness Leave:

Industrial accident and illness leaves shall be granted for illness or injury incurred within the course and scope of the unit members' assigned duties.

13.4.1 Procedures:

- 13.4.1.1 A unit member who has sustained a job-related injury shall report the injury on District approved accident report form within 24 hours to the immediate supervisor.
- 13.4.1.2 The unit member shall report any illness on a District approved form to the immediate supervisor within 24 hours of knowledge that the illness is an alleged industrial illness.
- 13.4.1.3 A unit member claiming such leave shall be examined and treated, if necessary, by a licensed physician.
- 13.4.2 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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 for the same illness or injury.
- 13.4.3 Industrial accident or illness leave shall commence on the first day of absence.

13.4.4 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any actually paid to and retained by the unit member for periods covered by such salary warrants.

13.4.5 Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the unit member's normal compensation.

13.4.6 Return to Service:

A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to his/her position classification and perform the essential functions of his/her position with or without reasonable accommodation.

13.5 Entitlement to Other Sick Leave:

A unit member on leave under Section 13.3 or 13.4 for five (5) months or less shall receive differential pay during such absence upon exhaustion of regular sick leave, accumulated compensatory time, vacation or other available paid leave. Such pay shall be equal to the difference between his/her regular rate and the amount paid a substitute employed to fill the unit member's position.

13.6 Break in Service:

No absence under any paid leave provisions of this article shall be considered as a break in service for any employee.

13.7 Personal Necessity Leave:

Credited sick leave may be used at the unit member's election for purpose of personal necessity. Personal necessity leave shall be limited to:

13.7.1 Death or serious illness of a member of the unit member's immediate family.

13.7.2 Accident, involving person or property of the unit member or the person or property of a member of his/her immediate family.

13.7.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

13.7.4 Other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, recreational activities, Association activities, or for matters which can be taken care of outside the work hours.

13.7.5 Procedures:

- 13.7.5.1 Under all circumstances, a unit member shall certify in writing on the District form within forty-eight (48) hours of return to duty that accrued sick leave time was used for personal necessity purposes as set forth above. The District reserves the right to verify the certification as submitted by the unit member.
- 13.7.5.2. Prior approval is not required under Sections 13.7.1, 13.7.2, and 13.7.3, but the unit member shall notify his/her immediate supervisor of the need for such leave and its expected duration as soon as the need is ascertained.
- 13.7.5.3 Prior to using and charging sick leave time for personal necessity purposes under Section 13.7.4 above, approval for appropriateness and legitimacy of reason shall be obtained from the immediate supervisor.

13.8 Military Leave:

An employee shall be granted military leave as provided by the Education Code and the Military and Veterans Code.

13.9 Other Leaves:

- 13.9.1 The Governing Board may grant personal leaves-of-absence, without pay, to permanent unit member employees upon written request for reasons not enumerated elsewhere in this Agreement.
- 13.9.2 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation may be granted for a period of up to one school year for the following purposes:
 - Peace Corps or like service
 - Service in an elected public office
 - Long-term illness of the unit member
 - Care for a member of the immediate family who is ill
 - Advanced professional study or academic training
 - Rest and recuperation upon physician recommendation
 - Child care
- 13.9.3 A unit member shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent.
- 13.9.4 An employee will qualify for paid leaves only on days he/she is required to render service to the District.
- 13.9.5 Personal leaves of absence granted to unit members for health reasons shall require the submission of a medical statement by their physician indicating the ability to assume assigned duties prior to return to active duty.
- 13.9.6 The granting of a leave of absence without pay gives the employee the right to return to his/her position classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.

13.9.7 A unit member on leave of at least a year shall notify the Superintendent thirty (30) days prior to his/her intent to return to employment or to submit a resignation. Failure to so notify the District may be considered as an abandonment of position.

13.9.8 An employee may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Board may approve or reject the request.

13.9.9 Failure to report for duty within five (5) working days of expiration of leave may be considered abandonment of the position.

13.10 Pregnancy Disability Leave:

13.10.1 Unit members are entitled to use sick leave as set forth in Section 13.3 herein for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District may require written verification of that information and the unit member's medical inability to work.

13.10.2 In the event of stillbirth or miscarriage, the unit member desiring to terminate leave shall be reinstated to her former position on the date authorized by the attending physician, or other licensed health advisor, and agreed upon by the District.

13.11 State and Federal Acts:

13.11.1 Family and Medical Leave

Eligible unit members shall be entitled to family and medical leave as provided in the California Family Rights Act (CFRA) (Government Code section 12945.2), and the federal Family and Medical Leave Act (FMLA). Eligible unit members shall be entitled to twelve (12) workweeks of leave for a qualifying reason (or twenty-six (26) workweeks to care for a parent, spouse, child, registered domestic partner (CFRA); minor child or adult child with a disability and incapable of self-care (FMLA/CFRA); child regardless of age, disability, or dependency status (CFRA); grandparent (CFRA); grandchild (CFRA); sibling (CFRA) or next of kin injured in active military duty as specified by law) in a twelve (12) month period. The twelve-month period shall be defined as any 12-month period commencing on the first date that FMLA/CFRA leave is taken and counting backward from that date. FMLA/CFRA leave shall run concurrently with available and applicable paid leaves. Unit members must use all available leave balances (e.g., accrued sick or other applicable paid leave) as a precondition before taking unpaid leave.

Family and Medical Leave shall be permitted for the following reasons:

- To care for a unit member's child within the first 12 months following the birth, adoption, or foster placement of the child.
- To care for a unit member's own serious health condition that makes them unable to perform the functions of their position. Under CFRA only, this does not include leave taken for disability on an account of pregnancy, childbirth, or related medical conditions. Such leave is covered by the Pregnancy Disability Leave Act ("PDLA").
- Leave taken for disability related to pregnancy, childbirth, or related medical conditions is covered by the Pregnancy Disability Leave Act ("PDLA").
- To care for a unit member's parent, spouse, child, or next of kin who suffered a serious injury or illness (FMLA leave only).

13.11.2 Paid Parental/Child Bonding Leave (AB 2393)

Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the (CFRA), he or she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in section 13.5 of this Agreement but shall not count against the leave entitlement set forth in that Section. In order to use substitute differential pay, the unit member must be eligible for leave under the (CFRA) as set forth in Section 13.11.1 of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

Any leave taken under this section shall count against any entitlement to child bonding leave under the (CFRA) and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

13.11.3 Family School Partnership Act

An employee who has a need to attend his or her child's school (K-12) or licensed child day care activity will be permitted to attend based on The Family School Partnership Act (California Labor Code section 230.8)

13.11.3.1 An employee must meet FSPA qualification in order to be granted time off.

13.11.3.2 Entitlements:

FSPA entitlement up to forty (40) hours per year for full-time employees, not exceeding eight (8) hours per month. Part-time employees are offered a proportionate number of hours. For purposes of this agreement a "year" constitutes a calendar year.

13.11.3.3 Unit members shall utilize available vacation or personal necessity leave. In the event no vacation or personal necessity is available, the unit member may take leave without pay.

13.11.3.4 Notifications:

An employee must notify his or her immediate supervisor of need for leave 30 days prior to the activity or as soon as practical.

ARTICLE XIV – TRANSFERS

14.1 Voluntary Transfers:

14.1.1 Unit members may request transfer to a vacancy within the time period provided in 14.1.3 herein below by filing written notice with the Classified Personnel Director. A vacancy herein is any unit position which is newly created or which remains unfilled after all assignments or involuntary transfers are made.

14.1.2 Consideration shall be given to all qualified applicants. If more than one unit member has applied for the same position and their qualifications are equal as determined by the District, seniority in the District shall be considered as a factor. Preference may be given to unit members applying for a vacancy except in cases involving shift differentials, in which case the District shall give preference to unit members. Final selection of transfer assignments shall be determined by the Superintendent.

14.1.3 All vacancies shall be posted by the District on appropriate bulletin boards at each work site for not less than seven (7) calendar days.

14.1.4 Any unit member on paid leave shall be notified of a vacancy by First Class Mail or telephone, and may apply for transfer by telephone to the Classified Personnel Director within the time limits specified in 14.1.3 herein above, followed by a written confirmation.

14.2 Involuntary Transfers:

Transfers of unit members may be initiated by the Superintendent at any time whenever such a transfer is in the best educational and/or operational interest of the District or required by law. A unit member affected by such transfer may discuss the transfer with his/her immediate supervisor and, upon request, receive written reasons for the transfer.

14.2.1 Involuntary transfers shall not be ordered for punitive reasons. Such transfers shall be made without change in anniversary date, accumulated sick leave and accumulated vacation credit.

14.3 Transfers shall not affect seniority in class unless they are in another classification, in which case seniority does not carry over; however, the unit member shall retain such credit as seniority in the classified service. A permanent unit member who transfers to a position in another classification shall be considered probationary in that classification. Once probation has been completed in any classification, it need not be repeated. Any unit member who fails to successfully complete his/her probationary period shall be returned to his/her former class.

14.4 The District may approve a transfer to alternative work when the same is available to a unit member who has become medically unable to satisfactorily perform his/her regular job classification duties.

ARTICLE XV — PROCEDURE FOR EVALUATION

- 15.1 All regular classified employees shall be evaluated by their immediate supervisor in accordance with the District Organization chart and the following schedule:
 - 15.1.1 Probationary employees - at, or near the end of the second and fifth months of service.
 - 15.1.2 Permanent employees - at least once each year, no later than two weeks prior to the employees' last date of service for the school year.
 - 15.1.3 Each immediate supervisor under whom the employee has served for sixty (60) working days or more during any rating period shall provide an evaluation, even though the employee may have left his/her control.
- 15.2 Evaluation reports shall be written on the approved District form and shall only be based upon information and/or the direct observation of the evaluator.
 - 15.2.1 The immediate supervisor shall present the evaluation report to the employee and shall discuss it with him/her.
 - 15.2.2 The evaluation form shall be signed by the employee to indicate the receipt, but not necessarily agreement with the contents, and he/she shall be given a signed copy.
 - 15.2.3 Any negative evaluation shall include specific recommendations for improvement and assistance in implementing any recommendations made.
 - 15.2.4 Within ten (10) working days following the evaluation conference, the employee may attach to the evaluation form any statement the employee wishes to become a part of the evaluation document. Such a statement may include a request for a conference with the Assistant Superintendent and/or the Superintendent concerning the content of the evaluation.
 - 15.2.5 Evaluation reports shall be filed in the employee's personnel records. Such report shall be signed, dated, and filed by the
- 15.3 Only the procedures per se of this Article are subject to the grievance procedure.
- 15.4 Unit members may review their personnel files in accordance with Education Code Section 44031 and, during such time, may elect to be accompanied by a CSEA Representative.

ARTICLE XVI – SAFETY CONDITIONS

- 16.1 The District shall reasonably conform with all health, safety and sanitation requirements imposed on Public School Districts by applicable State and Federal laws. The District shall provide a place of employment which it determines is as safe as the nature of the employment and duties reasonably permit.
- 16.2 Unit members have the responsibility to submit written recommendations to their immediate supervisor regarding perceived unsafe working conditions. These recommendations shall be investigated by the Supervisor, who shall take appropriate action consistent with Section 16.1 above. The supervisor shall respond to the unit member in writing within ten (10) working days regarding the action taken by the District.
- 16.3 There shall be an emergency plan whereby a unit member can contact their immediate supervisor or proper authorities for immediate assistance in the event of threats or an assault to the unit member's personal safety. Such assistance shall be immediately available at time the unit member is required to render service to the District.
- 16.4 No Discrimination:
No unit member shall be discriminated against as a result of reporting any condition believed to be a violation of Section 16.1.
- 16.5 No unit member shall be required to perform any medical procedures on students unless they hold a valid certificate of public health nursing or are a licensed nurse except for those duties indicated in the unit member's job description.
- 16.6 A unit member may request in writing a meeting with their immediate supervisor to address concerns related to any individual who, in the opinion of the unit member, presents a potential, actual, or immediate danger to the safety of the unit member. The immediate supervisor shall consider recommendations resulting from the meeting and implement any actions deemed necessary to protect the safety of the unit member.

ARTICLE XVII — GRIEVANCE PROCEDURES

17.1 General Provisions:

17.1.1 Grievance:

A grievance is a complaint by an employee or CSEA that there has been an alleged violation, misapplication, or a misinterpretation of the specific provisions of this agreement.

17.1.2 Grievant:

A grievant is a unit member in the unit covered by this agreement or CSEA, who is filing a grievance.

17.1.3 Representative:

A representative is a fellow employee, employee organization representative or legal counsel who participates in the grievance procedure.

17.1.4 Working Day:

A working day is any day in which the central administrative offices of the school district are open for business.

17.1.5 The filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty or desirability to the District.

17.1.6 Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

17.1.7 Grievances may be consolidated upon mutual consent of the Association and District.

17.1.8 Any unit member may present grievances to his/her employer and have such grievances adjusted without the intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to the adjustment or resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

17.1.9 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

17.1.10 The grievant has the right to have a representative present at any step of the grievance procedure, but the grievant must also be present.

17.1.11 Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level).

17.1.12 The grievant may terminate the grievance at any time by written notice. Failure of the grievant to comply with time limits, to attend scheduled grievance hearings, or to provide requested information relating to the grievance may be deemed a termination of the grievance.

17.1.13 Release Time:

The grievant, and a representative if the grievant so requests, shall be entitled to attend a meeting or conference relative to processing a grievance during normal working hours with no loss of pay or benefits. Any employee required by either party to participate as a witness in a grievance meeting shall be released from regular duties without loss of pay for a reasonable amount of time. Every effort will be made to schedule meetings for the processing of grievances at times which will not seriously interfere with the regular work schedule of the participants.

17.2 Procedures:

17.2.1 Step One - Informal Level:

A grievant shall present the grievance orally to the immediate Supervisor within thirteen (13) working days after the grievant knew of the circumstances which formed the basis for the grievance. At least one (1) informal meeting shall be held between the grievant and the immediate supervisor and an attempt made to resolve the grievance within five (5) working days after the presentation of the grievance. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to Step Two.

17.2.2 Step Two - Formal Filing:

The grievant shall present the grievance in writing to the immediate supervisor within five (5) working days after the decision at the informal level. The immediate supervisor shall respond in writing within ten (10) working days after the receipt of the grievance. The written information shall include: (a) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance; b) a listing of the provision(s) of this agreement which is alleged to have been violated or misapplied; c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and d) a listing of specific actions requested of the District which will remedy the grievance. If the grievance is not satisfactorily resolved at Step Two, the grievant shall, within five (5) working days after receipt of the written decision, present the grievance in writing to the District Superintendent.

17.2.3 Step Three - Review by District Superintendent:

Within five (5) working days from the receipt of the grievance, the District Superintendent shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days of such meeting, the District Superintendent shall render his/her decision and shall furnish a copy thereof to the grievant.

17.2.4 Step Four - Review by Board of Trustees:

If the grievance is not settled at level three, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) working days of the decision rendered at level three unless Section 17.2.5 herein below is invoked by the grievant or the District. The Board has the power to render a final decision of a grievance which shall be binding on the parties. If, upon review, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering its decision.

17.2.5 Optional Mediation Level:

Within the time limits for appeal to Step Four, either the District or the grievant may request that the grievance be submitted to mediation prior to proceeding to Step Four of the grievance procedure. Upon receipt of the request to submit the grievance to mediation, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediator shall attempt to assist the parties in resolving a grievance and shall have no power to render a decision or recommendation on the grievance in the absence of a mutually agreeable resolution. Any statements made during the mediation process shall be confidential. If the mediation level does not satisfactorily resolve the grievance, either the grievant or the District may appeal the grievance to Step Four herein above within five (5) working days following the last mediation session.

ARTICLE XVIII — SAVINGS PROVISION

- 18.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement by another governmental agency (Federal, State, or County) the parties agree to meet and negotiate within sixty (60) days after such effective date thereof for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XIX — CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage or slow down, picketing in connection therewith, or refusal or failure to fully and faithfully perform the job functions and responsibilities, by the Association or by its officers, agents, members or employees working in concert with the Association, nor shall the District engage in a lockout against unit members.
- 19.2 In the event of a strike, work stoppage, slow down, or picketing in connection therewith, of the District by the unit members who are represented by the Association or its officers, agents, members or employees working in concert therewith, the Association agrees in good faith to take all reasonable steps to cause those unit members to cease such action and make every effort toward inducing all unit members to comply with the provisions of this agreement.
- 19.3 It is understood that in the event this article is violated, the District shall be entitled to withdraw or modify any rights, privileges, salary, benefits, or services provided for in this agreement, or in the District Policy.
- 19.4 It is understood that this agreement does not prohibit lawful informational picketing of District facilities during non-working time.

ARTICLE XX — EFFECT OF AGREEMENT

- 20.1 Nothing contained in this Agreement shall be deemed to supersede other provisions of the Education Code and the rules and regulations of public school employers which establish and regulate tenure or a merit system, or which provide for other methods of administering employer-employee relations, so long as the rules and regulations or other methods of the public school employer do not conflict with lawful collective agreements.
- 20.2 In the absence of specific provisions in this agreement, all other practices and procedures are discretionary with the District.

ARTICLE XXI — COMPLETION OF MEET AND NEGOTIATION

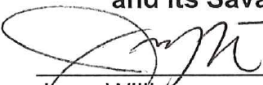
During the term of this Agreement, the Association and District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXII — TERM

- 22.1 This Agreement shall take effect July 1, 2024 and shall remain in full force and effect up to and including June 30, 2026. The parties agree to meet and negotiate on issues within the scope of representation which arise as a result of legislative action, statutory changes or judicial decisions.
- 22.2 The District and CSEA agree to reopen negotiations for the 2025-2026 school year on Article IX (Wages), Article X (Health and Welfare Benefits) and two articles selected by each party.

Additional articles for each school year may be reopened upon mutual written agreement of the parties.

**California School Employees Association
and its Savanna Chapter #322**



Jerry Williamson
President, Chapter #322

6-6-25

Date

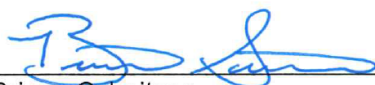


Cecilia Lopez
CSEA Labor Relations Representative

6/6/25

Date

Savanna School District



Briana Schnitzer
Assistant Superintendent

6/6/25

Date

Memorandum of Understanding
The California School Employees Association and its
Savanna Chapter 322
And
The Savanna School District
(AB 119)

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Savanna School District (hereinafter, "District") and the California School Employees Association and its Savanna Chapter 322 (hereinafter, "CSEA").

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide notice of newly hired unit members to the CSEA Chapter 322 Chapter President through the Board Agenda, including the unit member's name, and classification.

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into a CSEA bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit. This does not include substitute employees.
- b) The District shall provide CSEA with contact information on the bargaining unit new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service within 30 days of the date of hire or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)*;
- xi. City;
- xii. State;

- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits)*;
- xv. Personal cellular telephone number (10 digits)*;
- xvi. Personal email address of the employee*;
- xvii. Date of Birth*;
- xviii. Employee Identification Number;
- xix. Date of hire

*Subject to any restriction from Government Code section 6254.3

Information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c) **Periodic Update of Contact Information:** The District shall provide CSEA with a list of the information shown in (b) above on or before the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.
- d) CSEA shall indemnify, hold harmless and defend the District, its governing board, and officers, against any liability claims loss or damages related to the release of information provided by the District to CSEA per this MOU due to any negligence and/or disclosure of personal information on the part of CSEA.

3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired classified unit member, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) **District Scheduled New Employee Orientations:**
The District shall provide CSEA access to its scheduled new unit member orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
 - i. **District Scheduled New Employee Group Orientations:**

CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.
 - ii. **Individual Orientations:**
CSEA shall have 15 minutes of paid release time for (1) CSEA representative to conduct the Orientation session. The CSEA Labor Representative may also attend the orientation session(s).

- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any District new employee orientation packet provided to newly hired classified unit members. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d) New classified unit member orientations shall be held on District property during an employee's regular working hours, unless the orientation is conducted prior to the employee's start date.

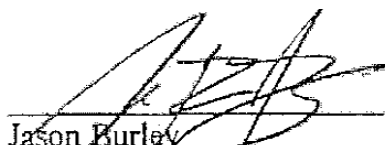
4. DURATION OF AGREEMENT

- a) Term: This MOU shall remain in full force and effect from the date this MOU is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other prior to March 15, 2020, or any subsequent anniversary date, of its desire to modify the MOU. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached, the parties shall be subject to the procedures set forth in Government Code, Section 3557.
- b) Savings Clause: If during the life of the MOU there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this MOU, that provision shall no longer be valid and the parties shall meet within thirty (30) days to negotiate changes to this MOU.

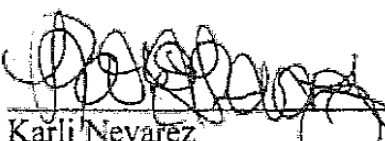
This MOU is subject to ratification by the parties.

Signed this 19th day of March 2018

California School Employees Association
and its Savanna Chapter 322

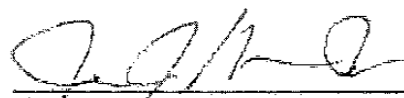


Jason Burley
Chapter President



Karli Nevarez
CSEA Labor Relations Representative

Savanna School District



Jim Harris
Director, Maintenance, Operations & Transportation
District Representative

Memorandum of Understanding
Between the
Savanna School District
And
The California School Employees Association and its Savanna Chapter #322
March 13, 2018

The Savanna School District (District) and the California School Employees Association (CSEA) and its Savanna Chapter #322 enter into this Memorandum of Understanding regarding the Raptor electronic employee timekeeping system (system).

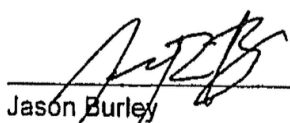
The District intends to implement and apply the system for the benefit of all District classified employees regardless of bargaining unit status and regardless of assigned work site location; exempting only classified management and confidential employees.

The purpose of the implementation of this system for all bargaining unit members will include: 1) streamlining the collection of data and processing of payroll, that was previously done using paper records and 2) promoting school site safety and security by accounting for who is on site in the event of an emergency.

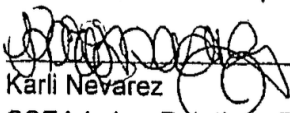
The parties agree that:

1. The system will be implemented commencing on the 1st day of the pay cycle following ratification but no later than April 26, 2018.
2. Prior to ratification of this agreement, a joint District and CSEA information/orientation meeting will be held to demonstrate the system and answer any unit member's questions. Such meeting will take place on an agreed-upon date. Unit members who are interested will be released to attend one of two scheduled sessions (morning/afternoon). To facilitate transmission of accurate information CSEA and the District will jointly prepare a set of FAQs for distribution to the bargaining unit.
3. Unit members will be provided instruction on the use of the system
4. Unit members will be issued District identification cards to use with this system
5. Unit members will have access to their timekeeping records during business hours, and be provided printed copies upon request
6. A back-up system will be in place in case of power or system failure
7. Nothing in this agreement affects unit members' due process rights under the Personnel Commission Rules and Regulations related to employee discipline. The parties agree that any data collected from the RAPTOR system shall not be the sole basis of disciplinary action on a classified bargaining unit member without a thorough investigation by the District.
8. The parties agree that if the utilization of the RAPTOR system materially affects the regular duties or workload of a classified employee that the District will take the necessary steps within its scope of management to mitigate the impact. CSEA and the District agree to reconvene after the completion one full pay cycle in order to discuss this MOU, including workload.

It is agreed and understood that this Memorandum of Understanding is subject to all approvals required by CSEA policy and by the Savanna School District Board of Education.

 3/13/18

Jason Burley Date
President, CSEA Chapter 322

 3/13/2018

Karli Nevarez Date
CSEA Labor Relations Representative

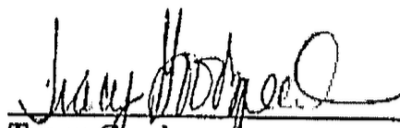
 3-13-18

Jim Harris Date
Director of MOT and Negotiations Representative,
Savanna School District

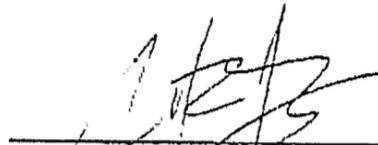
**Memorandum of Understanding
Between the
SAVANNA SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And it's
SAVANNA CHAPTER 322
September 28, 2018**

The Savanna School District (District) and the California School Employees Association (CSEA) and it's Savanna Chapter #322 enter into this Memorandum of Understanding regarding the interest of the District to remove the "Raptor" name from the electronic employee timekeeping system (system). By removing the "Raptor" name of the electronic timekeeping system, does not change the intent of the March 13, 2018 MOU pertaining to the Raptor System.

The District and association members have expressed challenges that the Raptor system has presented and felt it necessary to comply with a more compatible electronic system. Therefore, the "Raptor" name removal will be replaced by "electronic system" serving the identical purpose as originally intended.



Tracy Goodspeed
Savanna School District
Assistant Superintendent



Jason Burley
President, CSEA Chapter 322



Erica Williams
CSEA Labor Relations Representative

DATE: 10-11-18

DATE: 10-17-18

**SAVANNA SCHOOL DISTRICT
CLASSIFIED EMPLOYEES SALARY SCHEDULE (HOURLY)
(Effective July 1, 2024)**

	Step	I	II	III	IV	V
Range	1	14.89	15.63	16.41	17.23	18.10
	2	15.26	16.02	16.82	17.67	18.55
	3	15.64	16.42	17.25	18.11	19.01
	4	16.03	16.83	17.68	18.56	19.49
	5	16.43	17.26	18.12	19.02	19.98
	6	16.84	17.69	18.57	19.50	20.47
	7	17.27	18.13	19.04	19.99	20.99
	8	17.70	18.58	19.51	20.49	21.51
	9	18.14	19.05	20.00	21.00	22.05
	10	18.59	19.52	20.50	21.52	22.60
	11	19.06	20.01	21.01	22.06	23.17
	12	19.53	20.51	21.54	22.61	23.74
	13	20.02	21.02	22.08	23.18	24.34
	14	20.52	21.55	22.63	23.76	24.95
	15	21.04	22.09	23.19	24.35	25.57
	16	21.56	22.64	23.77	24.96	26.21
	17	22.10	23.21	24.37	25.59	26.86
	18	22.65	23.79	24.98	26.23	27.54
	19	23.22	24.38	25.60	26.88	28.22
	20	23.80	24.99	26.24	27.55	28.93
	21	24.40	25.62	26.90	28.24	29.65
	22	25.01	26.26	27.57	28.95	30.39
	23	25.63	26.91	28.26	29.67	31.15
	24	26.27	27.59	28.96	30.41	31.93
	25	26.93	28.28	29.69	31.17	32.73
	26	27.60	28.98	30.43	31.95	33.55
	27	28.29	29.71	31.19	32.75	34.39
	28	29.00	30.45	31.97	33.57	35.25
	29	29.72	31.21	32.77	34.41	36.13
	30	30.47	31.99	33.59	35.27	37.03
	31	31.23	32.79	34.43	36.15	37.96
	32	32.01	33.61	35.29	37.06	38.91
	33	32.81	34.45	36.17	37.98	39.88
	34	33.63	35.31	37.08	38.93	40.88
	35	34.47	36.19	38.00	39.90	41.90
	36	35.33	37.10	38.95	40.90	42.95
	37	36.22	38.03	39.93	41.92	44.02
	38	37.12	38.98	40.93	42.97	45.12
	39	38.05	39.95	41.95	44.05	46.25
	40	39.00	40.95	43.00	45.15	47.41
	41	39.98	41.97	44.07	46.28	48.59
	42	40.98	43.02	45.18	47.43	49.81
	43	42.00	44.10	46.30	48.62	51.05
	44	43.05	45.20	47.46	49.84	52.33
	45	44.13	46.33	48.65	51.08	53.64
	46	45.23	47.49	49.86	52.36	54.98

Longevity: After 9 years in the district - 3%
After 14 years in the district - 5%
After 19 years in the district - 7%
After 24 years in the district - 9%
After 29 years in the district - 11%

Amounts represent hourly rates. (2.5% differential between Ranges; 5% between Steps)

<u>Classification</u>	<u>Range</u>	<u>Classification</u>	<u>Range</u>	<u>Classification</u>	<u>Range</u>
CLERICAL		MAINT/OP/TRANS		HEALTH SERVICES	
Instructional Assistant	13	Custodian	21	Speech & Language	
Community Liaison	16	Bus Driver	23	Pathologist Assistant	28
Dup. Clerk/Receptionist	17	Groundskeeper/Light		Licensed Vocational Nurse	30
Clerk Typist	19	Equipment Operator	24	EXPANDED LEARNING	
School Office Coordinator	23	Warehouse/Technology	27	Expanded Learning Group Leader	15
Administrative Secretary	30	Maintenance	27	Expanded Learning Site Lead	21
Info. Services Assistant	32	Lead Mechanic	30	Expanded Learning Supervisor	28
PRESCHOOL		Lead Bus Driver/Trainer	30	FOOD SERVICE	
Preschool Associate Teacher	13	Info. Services Technician	46	Food Service Worker	12
Preschool Lead Teacher	18			Noon Duty Supervisor	10
Preschool Site Supervisor	20				

* Salary schedule reflects 2% increase effective July 1, 2024.

* In addition to Salary Schedule there is a one-time 2% increase off-schedule for 2024-25.

* Hourly rates calculated using monthly rates divided by 173.3333 hours per month.

Board Approved 07/08/2025



July-2024

4 Independence Day

August-2024

1 Teacher's 1st Day/School Planning
2 Teacher Planning/Welcome Back
5 School Planning



School Starts
23 Staff Development Day-no students

September-2024

2 Labor Day Holiday

October-2024

7 Staff Development Day-no students
28 Report Card Preparation (minimum day)

November-2024

1 End of 1st Trimester
4-8 Parent Conferences (minimum days)
11 Veterans' Day Holiday (observed)
25-29 Thanksgiving Recess
28-29 Thanksgiving Holiday

December-2024

20 Minimum Day
23-31 Winter Recess
24-25 Christmas Holiday
31 New Year's Holiday

January-2025

1 New Year's Holiday
1-6 Winter Recess (continued)
20 Martin Luther King Jr. Day
31 Staff Development Day-no students

February-2025

10 Lincoln's Day Holiday
17 Washington/President's Day
24 Report Card Preparation (minimum day)
28 End of 2nd Trimester

March-2025

3-7 Parent Conferences (minimum days)
24-28 Spring Recess
28 Spring Recess Holiday

April-2025

May-2025

19-23 Minimum Days
23 Last Day Students/Teachers (minimum day)
23 End of 3rd Trimester
26 Memorial Day Holiday

June-2025

20 Observance of Juneteenth

Savanna School District 2024 - 2025 SCHOOL CALENDAR

July 2024							January 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30	31	
August 2024							February 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	
September 2024							March 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					
October 2024							April 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			
November 2024							May 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2					1	2	3
3	4	5	6	7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29	30	31
December 2024							June 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					



End of Trimester



Minimum Days for Students



Non Student Day



Legal/Local Holiday (no school)



Staff Development Day/School Planning Day

Reporting Periods:

Aug. 6 - November 1 - 1st Trimester 61 days
Nov. 4 - February 28 - 2nd Trimester 64 days
March 3 - May 23 - 3rd Trimester 55 days
Student Days 180
Teacher Days 186



July-2025

4 Independence Day (observed)

August-2025

1 Teachers' 1st day/School Planning
4 Teacher planning/Welcoming Back
5 School Planning
★
29 **School Starts**
Staff Development Day-no students

September-2025

1 Labor Day Holiday

October-2025

20 Report Card Preparation (minimum day)
24 End of 1st Trimester
27-31 Parent Conferences (minimum days)

November-2025

10 Staff Development Day-no students
11 Veterans' Day Holiday
24-28 Thanksgiving Recess
27-28 Thanksgiving Holiday

December-2025

19 Minimum Day
22-31 Winter Recess
24-25 Christmas Holiday
31 New Year's Holiday

January-2026

1 New Year's Holiday
1-2 Winter Recess (continued)
19 Martin Luther King Jr. Day
30 Staff Development Day-no students

February-2026

9 Lincoln's Day Holiday
16 Washington/Presidents' Day
20 End of 2nd Trimester
23 Report Card Preparation (minimum day)

March-2026

2-6 Parent Conferences (minimum days)

April-2026

6-10 Spring Recess
10 Spring Recess Holiday

May-2026

18-22 Minimum Days
22 Last Day students/teachers
22 End of 3rd Trimester
25 Memorial Day Holiday

June-2026

19 Observance of Juneteenth

Savanna School District 2025-26 SCHOOL CALENDAR

July 2025							January 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	31
August 2025							February 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30							
31													
September 2025							March 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				
October 2025							April 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		
November 2025							May 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28	29	24	25	26	27	28	29	30
30							31						
December 2025							June 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30				



End of Trimester



Minimum Days for Students



Non student Day



Legal/Local Holiday (no school)



Staff Development Day/School Planning Day

Reporting Periods:

Aug. 6-Oct. 24 - 1st Trimester	56 days
Oct. 27-Feb. 20 - 2nd Trimester	64 days
Feb. 23-May 22 - 3rd Trimester	60 days
Student Days	180
Teacher Days	186

Board Approved: 12-20-24