



Grass Valley School District

"Together... Inspiring Success in Every Child"

Administrative Rules, Regulations And Board Policies Pertaining To Classified Employees 2020-2021



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Letter From Superintendent



Grass Valley School District

To All Classified Employees:

This handbook has been written to provide you with information relative to your employment with the Grass Valley School District.

You may also wish to refer to the district policy book available in each school office or staff room to acquaint yourself with the policies, rules and regulations that govern the administration of the schools and various departments. School handbooks and other publications are also available.

I trust you share the philosophy that each of us, in the normal routine of our duties, should have a positive effect upon the education and development of our students.

If you have questions regarding your employment, or any other matters, feel free to visit the district office. I am happy to meet with you here or at your work location at any time. In addition, each school site has a classified employee representative who can answer your questions or bring concerns or questions to the Superintendent's office on your behalf.

Sincerely,
Andrew Withers
Superintendent



INFORMATION ABOUT THE GRASS VALLEY SCHOOL DISTRICT

Superintendent – Andrew “Andy” Withers
Assistant Superintendent – Brian Martinez
Director of Pupil Services – Wakita Wilson

OUR SCHOOLS

Bell Hill Academy (Kindergarten - Fourth Grade)

Heather Graham, Principal
Janette Creamer, School Secretary

Scotten School (TK/Kindergarten - Fourth Grade)

Ashley Vette, Principal
Karen Diebold, School Secretary

Lyman Gilmore School (Fifth Grade - Eighth Grade)

Lisa Lawell, Principal
Farah Friend, Assistant Principal
Vicky DeLeVaga, School Secretary
Franca Nielson, Attendance Clerk

Grass Valley Charter School (Kindergarten - Eighth Grade)

Scott Maddock, Principal
Alex Ezzell, Assistant Principal
Val Bringolf, Secretary

Child Development: Our Kid's Place and Grass Valley Little Learners Preschools & Before & After School Programs

Carol Viola, Program Director

District Office Staff

Kathryn Boswell, Administrative Assistant
Jodi LaCosse, Chief Business Official
Kate Peterson, Special Ed. Secretary/Student Support Tech.
Kelly Gilbertson, Accounts Payables/Purchasing Technician
Dana Peterson, Payroll Technician
Janell Kays, Personnel Technician
George Cavallaro, Inventory Technician

Supervisory

Jeff Coats, Director of Food Services



THE GRASS VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEES' ORGANIZATION

The Grass Valley School District Classified Employees' Organization (CEO) represents the classified personnel of the District and serves as a means of communication between employees, the administration and the Governing Board. The Organization is recognized by the Board in discussing and resolving matters pertaining to salaries, hours, terms and conditions of employment, complaints and other areas of mutual concern. (Changed Association to Organization - 6/02/03)

All classified employees are CEO members except Management and Confidential employees. There are no dues or fees charged.

THE CLASSIFIED STAFF

Classified positions are those, which do not require certification or a recognized credential. The groups in this category are as follows:

1. **General Employee** - all classified employees except Management and Confidential.
2. **Management Employee** - any employee in a position having significant responsibilities for formulating district policies or administering district programs. The district designates three (3) positions in this category: the Director of Maintenance and Operations the Supervisor of Food Services, and the Child Development Director.
3. **Confidential Employee** - any employee who, in the regular course of duties, has access to/or possesses information relating to employer-employee relations. The district designates two (2) positions in this category.

ARTICLE 1

Non-Discrimination

The District is an Equal Opportunity Employer and complies with all Federal and State employment discrimination laws. The District shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed or observance, national origin, ancestry, citizenship, age, parental or marital status, pregnancy or childbirth, physical or mental disability, medical condition, genetic characteristics, veteran status, actual or perceived sexual orientation, gender identity or expression, or any other basis protected by Federal, State, or Local law, Ordinance or Regulation. The district shall not unlawfully retaliate or tolerate retaliation against employees or job applicants on the basis of their exercise or legally protected rights under Federal or State laws.

ARTICLE 2

Types of Employees

1. Regular

- 1.1 Probationary Employee: A person hired to fill a regular position shall be classified as a probationary employee during the first 12 months of employment.
- 1.2 Permanent Employee: A person hired to fill a regular position shall be classified as a permanent employee upon completion of 12 months probationary service and a satisfactory evaluation.

All persons selected for regular employment may be required to pass a physical examination at district expense. If service is required before the physical can be taken, the employee shall receive the appropriate rate of pay during that time as a temporary employee but will not be eligible for district benefits until successfully passing the physical. If the employee does not pass the physical, he/she shall be dismissed from service.

2. Special - Classified Employees

- 2.1 Substitute Employee: A person assigned to fill in for another during the absence of the employee who otherwise occupies the position or as otherwise allowed by statute.
- 2.2 Short-Term Employee: A person hired to perform a service to the district, upon the completion of which, the position will not be extended. Such position will usually be limited to six months. Employee Health Benefits are not available for short-term assignments.
- 2.3 Hourly Employee: A person hired exclusively as a duty aide or a student worker. Such employees do not receive district-paid benefits and are not considered part of the regular or special classified work force. (Clarification of hourly employee 6/02/03)

Special or Hourly employees may be required to pass a physical examination at the determination of the district depending on the nature and length of the specific assignment.

A regular employee who also assumes a crossing guard or a classified duty aide (yard duty) position will be paid at his/her regular hourly rate and will be entitled to sick leave and vacation pay. A regular employee who assumes an additional duty (non-instructional aide for Breakfast/Lunch Nutrition Aide/Nurse) will not be paid at the same rate as his/her other positions.

ARTICLE 3

Employment, Conditions & Appointment

1. The Superintendent will hire for the Governing Board all regular, special and hourly employees. Selection will be based upon competence and will be in accordance with all pertinent rules and regulations of the Governing Board and laws of the State of California Fair Employment Practices Commission.
2. To be appointed to the classified staff, applicants shall fulfill the requirements and meet the standards as defined in the job description. In addition, they shall:
 - 2.1 Demonstrate proficiency in basic skills by passing a district approved minimum proficiency test (instructional aides only - not required if employee has a AA or higher). (Added a district approved proficiency test - 6/02/03).

To be Every Student Succeeds Act (ESSA) qualified, and funded by Title I or EIA, an employee must pass the district developed ESSA certification test or have an AA or higher. (Added ESSA certification test – 07/11/18)
 - 2.2 Pass a pre-employment back exam to be paid by the district (custodians, maintenance and central kitchen employees only. (10/9/95)
 - 2.3 File a Loyalty Oath.
 - 2.4 Completion of background check through Department of Justice prior to start of employment.
 - 2.5 Verify freedom from tuberculosis (subsequent evidence is required every four years and two years for food service personnel).
 - 2.6 Complete a federal I-9 form and other forms and papers that may be required.
 - 2.7 Complete all required safety training as assigned through Public School Works.
3. Employees entering the classified service of the district shall be placed upon the first step of the appropriate pay range. However, if a person is found to have exceptional qualifications for a position through training or experience or both, the Superintendent may authorize placement on step 2 or 3 of the appropriate pay range.

The District and the Classified Employees' Organization agree that as a result of Stats. 1996, c. 959 (S.B. 98) section 1, the parties can agree to a salary schedule in which placement is not strictly governed by uniform allowance for years of training and years of experience. The District and the Organization further agree that in extraordinary circumstances, qualified candidates are lost because of strict application of the uniformity requirements. This situation might arise in a specialized area that is difficult to fill or in a general subject area in which there is a shortage of qualified applicants. In light of the authority granted by Stats. 1996, c. 959 (S.B. 98) section 1, the District and the Organization hereby agree that when the District Superintendent determines a classified position of special need exists, the Superintendent may recommend to the Board of Trustees that a newly hired classified employee be given placement credit above step 3 on the classified salary schedule regardless of their years of eligible experience or be

ARTICLE 3 (continued)

placed on the salary schedule at an entry level above their years of experience. The maximum placement for a newly hired employee shall be step 6.

The Superintendent shall determine that all of the following criteria have been met when making this recommendation to the Board:

1. Appropriate Qualifications Held by the Candidate.
2. Experience, background, and other qualifications are deemed by the Superintendent as necessary to properly fill the needs of the position
3. Immediate need to fill the position with most highly qualified candidate.
4. Inability to hire satisfactory employee for the advertised position without increasing the beginning salary.

The Organization hereby agrees that the Superintendent is vested with the unilateral discretion to determine when a classified position of special need exists. The application and resulting assessment of the above criteria and the determination to make a recommendation to the Board invoking this section also shall rest solely with the Superintendent. The Classified Employee's Organization hereby, knowingly, intelligently, and expressly waives its right or any individual unit member's right, to grieve, file an unfair labor practice charge, or pursue any type of legal action to attack or remedy the Superintendent's or Board's actions under these provisions.

4. Employees rehired into the same position after voluntary termination may be given credit for previous service but shall be placed no higher than step 3 on the appropriate pay range.
5. Employees are directly responsible to their assigned supervisor.

Revised: July 2017

ARTICLE 4

Compensation

1. Regular employees shall be paid on a monthly basis on the last working day of the month. All other employees shall be paid no later than the 10th of each month for the previous month worked.
2. The district, at the request of the employee, may deposit salary warrants in the employee's bank automatically on normal, end-of-the-month payday. (10/9/95)
3. A payroll check stub is attached to each monthly warrant for all personnel indicating deductions.

ARTICLE 5

Anniversary

1. The anniversary date of each employee shall be July 1.
 - 1.1 Classified personnel employed during the first half of the fiscal year (July 1 through December 31) shall advance to the next step of the salary schedule on July 1 of the following fiscal year.
 - 1.2 Classified personnel employed during the second half of the fiscal year (January 1 through June 30) remain on their present step on the salary schedule until July 1 of the second following fiscal year.

ARTICLE 6

Longevity

Regular classified employees who give long years of service to the district will receive longevity pay as specified on the classified salary schedule. The amount is pro-rated for part-time employees.

ARTICLE 7

Mileage

The district will reimburse employees who use their private vehicles for district business, at the mileage rate allowed by the Internal Revenue Service, provided approval was given by the supervising administrator. Employees assigned to more than one work location will be eligible for mileage reimbursement.

ARTICLE 8

Reassignment or Additional Hours

1. Job Vacancies created by promotions, transfers, resignations, or newly established positions in the district shall be advertised within the district.
 - 1.1 Applications for lateral transfers; i.e., the same class, may be made in writing to the district office when the vacancy has been advertised.
 - 1.2 When the hours of a regular position needs to be increased, the assignment may be given the employee currently filling that position.
2. Employees shall be subject to assignment or to change in assignment, as the Superintendent shall deem to be for the best educational interests of the schools and pupils therein. Except when there are circumstances, which require immediate action, classified employees, shall receive ten working days notice of change in assignment.
3. Reassignment to Higher Classification:
 - 3.1 An employee reassigned to a position with a higher salary range shall be placed on the step in the new classification representing the next higher amount of money to be not less than \$.50 per hour or to the top step of the salary schedule.
 - 3.2 An employee reassigned to a higher classification maintains his/her original anniversary date.
 - 3.3 An employee who is reassigned to a higher classification shall serve in a probationary capacity for six months in the new position. However, the employee does retain permanent status in the original classification.
4. Reassignment to a Lower Classification:

An employee who is reassigned to a position with a lower salary range shall be placed on a step in the new classification representing his/her years of experience with the district and the original placement. The employee's anniversary date shall remain the same.

ARTICLE 9

Work Period

1. Work Week

Employees may be assigned less hours per day and per week.

- 1.2 Under normal conditions, the eight-hour shift shall fall between the hours of 6:30 a.m. and 11:30 p.m. In emergencies, or for special circumstances, work periods may be changed.

These provisions do not restrict the extension of a regular working hour schedule on an overtime basis when such is necessary to carry on the business of the district.

- 1.3 The district will allow one fifteen-minute break for each four-hour work period. This break, if not taken, cannot be used to shorten work periods.

2. Overtime

- 2.1 Employees may be called upon for services beyond the normal workweek. Required overtime above the eight-hour day and 40-hour week will be compensated at one and one-half times the regular hourly rate of pay.

- 2.1.1 All pre-approved overtime must be turned in on the proper time sheet and signed by the immediate supervisor who approved the work. Forms must be in the district office by the first of each month.

- 2.1.2 Payment for overtime will be made on a regular monthly basis. Overtime will not be honored if accumulated without prior permission from the Superintendent or his designee.

- 2.1.3 Classified employees may be called upon for service beyond the normal work week under the district's Use of School Facilities policy and practice. Such time shall be compensated at time and one-half the regular rate of pay, to be paid either directly to the employee by the user organization or through payroll on supplemental pay cycle and billed to the organization as agreed upon in the Use of School Facilities Application. Revised 10/26/18

3. Workshops and Trainings

- 3.1 Workshops and trainings are considered a professional courtesy and classified employees should only record their contracted hours as the District does not REQUIRE any classified employee to attend workshops as a condition of their employment. This includes compensation or reimbursement for travel time, meals, mileage, and lodging as applicable. Added 07/11/18

ARTICLE 10

Length of Work Year

The work year for all employees shall begin on July 1 and end on the following June 30 unless otherwise stipulated.

1. Work Year for Personnel Working the Student Attendance Year
 - 1.1 Employees shall work those days children attend school unless otherwise arranged by the Superintendent.
 - 1.2 When school is canceled because of snow, employees shall be excused from service and required to work an equal number of days when those days are rescheduled.
2. Work Year for Ten-Month Classified Personnel
 - 2.1 The normal work year for personnel employed for ten months of the year shall begin approximately two weeks prior to the opening of school and shall end ten calendar months thereafter.
 - 2.2 During the ten months of employment, personnel in these positions shall work all days not designated classified employee holidays or employee vacation time off.
3. Work Year for Eleven-Month Classified Personnel
 - 3.1 During the eleven months of employment, personnel in these positions shall work all days not designated as classified employee holidays or employee vacation time off. The work year shall commence two weeks prior to the start of the opening of school and shall end eleven calendar months thereafter.

ARTICLE 11

Vacations

1. Every regular classified employee shall be entitled to vacation time off or pay depending on the position. This benefit is accumulated at the rate of one employee work-day for each calendar month employed.
2. Instructional aides and other classified employees on a student attendance schedule are required to be on duty each school day except for reasons covered under Article 13 - Absences. Compensation for vacation accrued shall be made as accrued (one employee work-day for each calendar month employed) and included as part of the annual contract, or at termination.
3. The scheduling of vacations shall be at the discretion of the district.
4. Employees must be employed for six months before being entitled to use vacation time.
5. Employees must have prior approval by the district office or site administrator prior to taking leave.
6. Employees shall be permitted to terminate vacation leave and begin sick leave without a return to work provided the employee supplies the district with a written letter from a medical doctor verifying the accident, illness or injury.
7. Ten and eleven-month secretaries, clerks and technicians shall take their vacations during Christmas and Easter recesses unless specifically requested by supervising administrator.
8. Vacation time shall not be cumulative from year to year except with the approval of the Superintendent.
9. An employee whose vacation includes a listed holiday shall be granted an additional day.
10. Classified employees are granted additional vacation days as follows:
 - one day extra after five years employment
 - two days extra after seven years employment
 - three days extra after ten years employment

Revised May 2016

ARTICLE 12

Holidays

1. The following holidays listed under Education Code Section 45203 shall be observed:

Holidays	180 day	10 month	11 month	12 month
January 1 (New Year's Day)	1	1	1	1
Third Monday in January (M.L. King's birthday)	1	1	1	1
February 12 or specified alternate (Lincoln's birthday)	1	1	1	1
Third Monday in February (Presidents' Day)	1	1	1	1
Fourth Monday in May (Memorial Day)	1	1	1	1
July 4th (Independence Day)	0	0	0	1
September 9 th Admissions Day* Floating Holiday <i>*If used for a school day, classified employees will receive one day of holiday pay in lieu of this holiday. *Added to Vacation Accruals</i>	0	0	0	0
First Monday in September (Labor Day)	1	1	1	1
November 11 (Veteran's Day)	1	1	1	1
Thanksgiving Day	1	1	1	1
December 25th (Christmas Day)	1	1	1	1
Total	9	9	9	10

2. When any of these legal holidays fall on Sunday, the following Monday will be considered a holiday.
3. If any of these legal holidays falls on a Saturday, the previous Friday will be a holiday.
4. The Governing Board may grant the following additional holidays for classified personnel:

Holidays	180 day	10 month	11 month	12 month
December 31 (New Year's Eve - half day)	½	½	½	½
The day after Thanksgiving Day	1	1	1	1
Two days at Christmas to be determined by the Superintendent	2	2	2	2
Total	3.5	3.5	3.5	3.5

Holidays (Item 1 & 4 Totals)	180 day	10 month	11 month	12 month
Total Holidays	12.5	12.5	12.5	13.5

5. It may be necessary to require a classified employee to work on one or more holidays during the year. Such service shall be paid on a time and one-half basis.
6. Employees terminating their service with the district shall receive payment for the total hours worked including any earned holidays and vacation days if not computed in his/her regular salary.

Reinstated 1.5 days in item 4 effective 07/01/13; Board Agenda 6/11/13

ARTICLE 13

Leaves of Absence

1. All absences shall be reported to the school office and/or immediate supervisor.

2. Sick Leave

- 2.1 **Sick Leave**: Each classified employee shall be entitled to one paid day of sick leave per each month of employment. Unused sick leave shall accrue from school year to school year. Sick leave entitlement shall be prorated for part-time employees. *Sick leave may be utilized for absence due to employee illness or injury and medically-related appointments. Sick leave may also be utilized to attend to a serious illness or injury of a child, parent, spouse, or registered domestic partner as defined in California Labor Code 233 and Title 29. (06/02/03)*
- 2.2 A new classified 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.
- 2.3 If a classified employee terminating service has exceeded the amount of sick leave days to which he/she is entitled, the employee shall be charged for any extra days taken.
- 2.4 Proof of illness or injury may be required by the Superintendent or designee.
- 2.5 A doctor's release may be required by the Superintendent or designee before the employee returns to work from absence caused by illness or injury.
- 2.6 Sick leave provisions of this article also apply to employees in temporary positions.

3. Personal Necessity Leave

Each classified employee shall be entitled to use up to seven (7) days of his/her **accumulated sick leave** allotment during any school year in case of personal necessity. Earliest possible notification shall be given. "Personal Necessity" is defined as: (10/9/95)

- 3.1 Death or serious illness of a member of the employee's immediate family;
- 3.2 Accident involving the person or property of the employee or the person or property of the employee's immediate family;
- 3.3 Appearance in court if such legal action was initiated by the employee or his/her immediate family;
- 3.4 Inability to get to assigned place of duty due to circumstances beyond the employee's control, subject to approval by supervisor.
- 3.5 Employees are entitled to use up to five (5) days per year, non-cumulative, for the purpose of conducting such personal matters as cannot practicably be conducted outside the normal work day. Earliest possible notification shall be given. No more than 10% of the total staff may utilize this leave on any given day, except with administrative approval. (This replaces the section of the contract previously titled "Personal Leave").

ARTICLE 13 (continued)

4. Extended Illness Leave

After all earned sick leave days and available paid leave at full pay have been used, and additional long-term absence (five or more consecutive days) due to illness or injury is necessary, employees shall receive the difference between his/her own salary and the amount which is actually paid a substitute employee employed to fill his/her position during his/her absence (Ed Code 45196), for a total of 100 days inclusive of the earned leave days at full pay. Revised 07/10/18

5. Pregnancy Disability Leave (PDL)

- 5.1 Any classified employee may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery therefrom.
- 5.2 The length of such leave, including the date on which the leave shall commence and the date of which the employee and her physician, provided that such verification demonstrates that such leave is for disability and is not for purposes of child care or any purpose other than pregnancy-related disability.
- 5.3 In accordance with the California Fair Employment & Housing Act (FEHA), pregnancy disability leave may be taken for up to four months. Pregnancy Disability Leave may run concurrently with the classified employee's sick leave, accumulated sick leave and extended sick leave.
- 5.4 Such pregnancy disability leave with pay shall be granted and administered in the same manner as sick leave and extended illness leave provisions.

6. Industrial Accident and Illness Leave

Classified employees are eligible for leave of absence because of industrial accident or illness, which the district's industrial accident insurance carrier considers a valid claim. Allowable leaves shall not be for more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first day of absence.

- 6.1 Leave authorized under this section shall not accumulate.
- 6.2 In the event an employee's period of absence while receiving benefits under this section enters a new school year, such employee shall be eligible only for that portion of the original benefit, which was not utilized the first year.
- 6.3 Benefits provided in this section is in addition to sick leave from the sick leave allotment of an employee who is absent under authority of this section.
- 6.4 The total of an employee's temporary disability benefits and the portion of salary due him/her during the absence shall equal but not be more than the full salary.
- 6.5 Determination of any employee's eligibility for benefits authorized shall be with the district's worker's compensation carrier.

ARTICLE 13 (continued)

7. Bereavement Leave

Each classified employee shall be entitled to three (3) days paid leave of absence, or five (5) days if one-way travel in excess of 500 miles is involved, on account of death of any member of the employee's immediate family. This leave shall not be accumulative, and shall not be deducted from the employee's sick leave allotment; the district shall require the use of benefits authorized under this section before permitting utilization of benefits authorized in Personal Necessity Leave.

- 7.1 For the purpose of this section and any other section, **"immediate family" is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or member of the immediate household of the employee.**

8. Jury Service/Subpoena

If a classified employee is called to serve as a juror in court during a period in which the employee is on duty:

- 8.1 The employee shall receive his/her rate of pay for any day of jury duty, which occurs on a normal work day.
- 8.2 The employee shall endorse and present to the district any warrants, which represent payment for jury service.
- 8.3 If the employee is released from jury duty prior to close of the work assignment, employee shall return to the work station. Employee whose assignment begins after lunch will be excused from the normal work day.
- 8.4 If an employee is requested to appear in court under subpoena, he/she shall be released from duty under this provision.
- 8.5 At the time of receiving a subpoena, witness fees are to be requested from the process server.

9. Leave of Absence Without Pay

The request for leave of absence without pay will be considered on an individual basis, subject to the discretion of the Governing Board upon recommendation of the Superintendent.

10. Prior Service Credit for Sick Leave

Any classified employee who has been employed by the State of California, the County Superintendent of Schools, or another school district in California for a period of one calendar year or more and is employed by the district within one year from the date of said previous employment, shall be credited with all earned unused sick leave from the employee's former employment.

Revised May 2016

ARTICLE 14

Benefits

1. Health and Welfare benefits shall be provided for employees and eligible dependents through the *Charter Shield Trust - Anthem Blue Cross Plans* as specified below:
 - A. Medical – Anthem Plans: Classic HMO, Solution PPO 3500, HSA 2700, and HSA 4000.
 - B. Dental – Anthem Dental PPO, including a \$1,500 maximum and 50% orthodontic benefit \$1,500 lifetime maximum.
 - C. Vision – VSP Vision PPO - Vision Choice Service Plan (Vision Service Plan)
 - D. Life & Disability – Basic Life and AD&D
 - E. Additional Benefits – Health Savings Account HSA, Employee Assistance Program (EAP), Travel Assistance Protection
 - *The definition of a benefit year shall be the fiscal year (July 1 – June 30).*
 - As per the Affordable Care Act, all employees must enroll in an offered medical plan in order to enroll in the dental and/or vision plan.
 - Part-time employees and/or employees with shared assignments shall be entitled to the above health and welfare benefits on a pro-rated basis.
2. Retired district Classified Staff may retain the district health benefit package at their own expense, regardless of age as per Charter Shield Trust. Retirees who elect Medicare coverage as the primary insurer at age 65 or thereafter may continue to use district health benefits as the secondary insurance carrier. Health premium payments shall be made monthly in advance and arrangements shall be made with the district business office prior to retirement.
3. The maximum district contribution for the employee insurance benefits shall not exceed \$7,680.00 annually. Employees who elect a benefit plan that does not exceed the annual cap of \$7,680.00 shall receive the difference added to their salary less fixed payroll taxes (SUI, workman's compensation insurance, etc.) *(Revised 06/20/17)*
4. An employee Internal Revenue Code Section 125 plan is available at no additional cost to the district. Employee participation is optional.

Added to Classified Employees Handbook 07/12

Revised: 5/13, 6/17, 7/18

ARTICLE 14 (continued)

5. Unemployment Insurance

Members of the classified staff are covered by unemployment insurance, the cost of which is paid by the district. Unemployment insurance coverage is not available to classified employees who are not working during times when students are not in school; i.e., Easter, Christmas and summer recess.

6. Workers' Compensation Insurance

6.1 All classified employees are covered by Workers' Compensation Insurance. Injuries must be reported to the school office immediately. The school office will fill out an accident form and report the injury to the district office within 24 hours.

6.2 Workers' Compensation benefits are explained in Article 13 - Leaves of Absence under Industrial Accident and Illness Leave.

7. Social Security (OASDI)

All classified employees are covered under Social Security/Medicare regulations. The district and employee pay an equal share towards this benefit as required by federal law. (10/9/95)

8. Retirement Benefits - PERS (Public Employee Retirement System)

8.1 California law requires classified employees with a position(s) that requires regular, part-time service for a least an average of 20 hours per week for one year or longer to belong to the Public Employees Retirement system. Persons must otherwise be monitored to determine when and if they qualify for membership.

8.2 An employee may withdraw employee contributions to the fund with interest if employee should terminate from the district prior to becoming eligible to receive retirement benefits.

8.3 Employees who are members of the PERS are eligible to retire at age 50 and a minimum of five years of PERS credited service.

8.4 An employee may elect to terminate employment with the district upon becoming eligible for retirement benefits. The employee should notify the district office at least 90 days in advance of employee's anticipated retirement date so that the necessary forms and documents can be properly processed.

8.5 Retiring employees may be eligible to continue benefits on the district's health plan at their own expense. Contact the district business office for information.

9. State Disability Insurance (SDI)

Employee-paid disability insurance is mandatory for all classified employees. This program was approved by a vote of all classified employees. (10/9/95)

Revised May 2016

ARTICLE 15

Employee Evaluation Procedure

1. Procedure

- 1.1 Permanent classified employees assigned to regular full-time and part-time positions will be evaluated by their immediate supervisor at least once each year. The basic goal of the district evaluation process is to help each classified employee perform his/her present job more effectively to the mutual benefit of the individual and the district.
- 1.2 Probationary classified employees assigned to regular positions will be evaluated at least once prior to the end of the twelve-month probationary period. The granting of permanent status will depend upon a satisfactory job performance and evaluation.
- 1.3 If an employee does not agree with a written evaluation, he/she may write any comments or explanation upon the evaluation form and/or may attach any written comments, which shall become part of the permanent personnel file.
- 1.4 Written employee comments or explanations must be made within 20 calendar days of the evaluation conference date.
- 1.5 The contents of an evaluation are not subject to the grievance article.

ARTICLE 16

Complaint Procedure

1. A "Complaint" is defined as a formal, written allegation by a district employee (Complainant) that the employee has been adversely affected by a violation of the specific provision of the Classified Employees' Handbook or a Board policy governing classified employees.

2. Informal Resolution

Any district employee who believes he/she has a complaint shall present the complaint orally to the supervising administrator within five working days after he/she knew, or reasonably should have known, of the circumstances, which constitute the complaint. The supervising administrator shall meet with the employee and attempt to resolve the matter. It is the intent of this informal process that at least one personal conference be held between the potential complainant and the supervising administrator. Such conference will be held within five working days.

3. Formal Complaint Procedure

If the matter is not resolved during the informal resolution process, the formal complaint shall be processed in accordance with the following steps:

- 3.1 Step 1 - If the complainant is not satisfied with that informal proposed resolution, the complainant shall present the complaint in writing to the supervising administrator within five working days of receipt of the supervising administrator's informal proposed resolution. The written information shall include:
 - 3.1.1 A description of the specific grounds of the complaint, including names, dates and places necessary for a complete understanding of the complaint.
 - 3.1.2 A listing of the provisions of the policy which is alleged to have been violated.
 - 3.1.3 A listing of the reasons why the supervising administrator's proposed informal resolution is unacceptable; and
 - 3.1.4 A listing of the specific remedy desired.
- 3.2 The supervising administrator shall respond in writing within five working days after receipt of the step #1 complaint.
- 3.3 Step 2 - If the complainant is not satisfied with that proposed resolution, the complainant shall present the complaint in writing to the Superintendent within five working days of receipt of the supervising administrator's Step #1 proposed resolution.
 - 3.3.1 The Superintendent shall meet with the complainant regarding the complaint within five working days receipt of the complaint.
 - 3.3.2 The Superintendent shall indicate the disposition of the complaint in writing within five working days of the above meeting.

ARTICLE 16 (continued)

3.4 Step 3 - If the complainant is not satisfied with that proposed disposition, the complainant may request in writing a hearing before the Governing Board within five working days receipt of the Superintendent's disposition. Complainant shall request in writing a hearing before the Governing Board. The written request shall be filed in the office of the Superintendent.

3.4.1 The Governing Board shall convene a hearing regarding the complaint and shall conduct such hearing in such manner as the Board may determine with counsel of the complaint party.

3.4.2 At its next regularly scheduled meeting, the Governing Board shall issue their decision.

3.4.3 The decision of the Governing Board shall be final and binding on the parties.

4. Miscellaneous Provisions

4.1 The term "working day" is defined as one in which the district office is open for business.

4.2 Time limits indicated in this procedure may be extended by written, mutual agreement of the parties.

4.3 Failure of the supervising administrator or Superintendent to respond with a proposed resolution within the time limits shall constitute authority for the complainant to proceed to the next higher step in the procedure.

4.4 Any complaint not advanced from one step to the next within the time limits shall be deemed resolved by the proposed resolution at the previous step.

4.5 The complainant shall be present at all steps of the complaint procedure.

4.6 Until final disposition of the complaint takes place, the complainant shall be required to conform to the original direction of the complainant's supervisor.

4.7 Every effort will be made to schedule meetings/hearings for the processing at times, which will not interfere with the regular work day of the participants. If any meeting/hearing must be scheduled during the work day, any district employee required by either party to participate as a witness or complainant in such meeting/hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

4.8 If the complaint arises from an action of authority higher than the immediate supervisor, complaint may be initiated at Step #2 of the procedure.

4.9 Nothing contained herein shall deny to any employee his/her rights under the state or federal constitution or laws. No probationary employee may use the procedure in any way to appeal discharge. No district employee shall use the procedure to appeal any decision if such decision is applicable to a state or federal regulatory commission or agency.

ARTICLE 17

Procedures for Termination of Employment

1. Resignations/Retirement

- 1.1 An employee who plans to resign or retire from employment in the district is requested to notify the Superintendent in writing at least two weeks prior to the last day of employment. Classified employees who leave their positions without such notice may be denied re-employment rights and favorable reference for future employment.

2. Job Abandonment

- 2.1 If an employee is absent from work for a period of three or more consecutive days without notifying the supervisor, the district may declare that person's job "abandoned", and the employee may be suspended subject to dismissal. In this event, the employee will have the same right of appeal as provided in other cases of dismissal, suspension, and demotion.

3. Termination of Probationary Employment

- 3.1 If a probationary employee is found to be incompetent or his/her work unsatisfactory, the Superintendent may dismiss him/her from service with or without prior notice and without right to a hearing.

4. Incomplete Service by a Probationary Employee

- 4.1 Should the position for which a probationary employee has been appointed prove temporary instead of permanent, and should the probationary employee be laid off without fault or delinquency on his/her part before the term of probation is completed, he/she shall remain eligible for employment for one year and, if reinstated, the time he/she served in the same position shall be credited to the probationary period.

5. Termination of Permanent Employment

- 5.1 A permanent employee may be terminated only by the Governing Board upon the recommendation of the district Superintendent.

6. Recommendation for Dismissal, Suspension or Demotion

- 6.1 A recommendation for suspension, demotion or dismissal may originate with the principal of a school or with a supervisor. Such recommendation shall be made to the Superintendent.

7. Causes for Suspension, Demotion or Dismissal

- 7.1 The Governing Board may suspend, demote, or dismiss a classified employee for reasonable cause, including, but not limited to, the following:
 - 7.1.1 Absence without leave
 - 7.1.2 Conviction of any criminal act involving moral turpitude
 - 7.1.3 Conduct unbecoming an employee in the public service
 - 7.1.4 Disorderly or immoral conduct

ARTICLE 17 (continued)

- 7.1.5 Incapacity due to mental or physical disability to be determined by a medical examination
- 7.1.6 Incompetency or inefficiency
- 7.1.7 Insubordination
- 7.1.8 Possession or consumption of alcoholic beverages or intoxication while on duty
- 7.1.9 Negligence or willful damage to public property or waste of public supplies or equipment
- 7.1.10 Fraud in securing appointment
- 7.1.11 Revocation of any license which is required for employment
- 7.1.12 Dishonesty
- 7.1.13 Failure or inability to satisfactorily perform assigned duties or those specified in his/her job description.
- 7.1.14 Addiction to use of narcotics or habit forming drugs
- 7.1.15 Discourteous treatment of the public or other employees
- 7.1.16 Violation or refusal to obey the school laws of the state or regulations, prescribed by the state Board of Education or by the Governing Board.

8. Dismissal Procedures

Any permanent classified employee may be suspended, without pay, subject to dismissal for cause, by the Superintendent.

9. Notification of Charges

- 9.1 Immediately following such action, and within 24 hours of the action, the Superintendent shall file a written statement of the reasons for the suspension and forward a copy thereof to the suspended employee by the United States registered mail with the postage prepaid, addressed to the employee at the last known place of residence.
- 9.2 The notification to the employee shall include the specific charges against him/her, a statement of his/her right to a hearing on such charges, and the time within which such hearing may be requested, the signing and filing of which shall constitute a demand for a conference with the Superintendent, and a denial of all charges.

ARTICLE 17 (continued)

10. Rights of the Employee - Request for Hearing

- 10.1 The suspended employee may file a written request for a hearing with the Superintendent within ten (10) calendar days of the suspension. The hearing shall be held between the employee and the Superintendent within five (5) days of the employee's request for the hearing. If such request is not filed, the suspension shall be deemed a dismissal of the suspended employee.
- 10.2 If the suspended employee requests a hearing before the Superintendent, all information and records pertinent to the case shall be made available to the employee or to the individual or organization designated by him/her as the employee's representative at the hearing.
- 10.3 Upon the date set for hearing, both the suspended employee and the Superintendent shall have the right to introduce such testimony and other evidence as may be relevant to the cause of suspension. Technical rules of evidence shall not be applicable to the hearing before the Superintendent. At the conclusion of the hearing, the Superintendent shall prepare a written report of his/her findings, and decision in the matter, a copy of which shall be forwarded to the suspended employee by the United States certified mail, postage prepaid, within 24 hours of the hearing.

11. Requests for Hearing With the Board

- 11.1 If the suspended employee is not satisfied with the finding of the Superintendent following the first hearing within ten (10) days, he/she may request a hearing by written application to the Governing Board. This request for a hearing with the Board must be filed within ten (10) calendar days after receiving the written findings of the hearing with the Superintendent. If such request is not filed, the suspension shall be deemed a dismissal of the suspended employee.
- 11.2 The employee shall be given notification of the date of such hearing with the Governing Board in sufficient time to allow him/her to prepare.

12. Hearing Procedure

- 12.1 All hearing procedures shall be held in Closed Session of the Governing Board unless the appealing employee requests an open hearing in the written appeal.
- 12.2 The Governing Board, sitting as a Hearing Committee, shall be instructed as to its duties, purpose, procedure, and method of reporting by the President of the Governing Board.
- 12.3 The finding and decision of the Governing Board shall be in writing and shall be final and conclusive on all parties.

13. Reinstatement

- 13.1 If, as a result of the appeal, an employee is reinstated, he/she shall receive full salary for the time during the suspension and appeal process.

ARTICLE 18

Layoffs and Re-employment

1. Classified employees shall be subject to layoff for lack of work or lack of funds.
 - 1.1 Layoff is defined as separation from service because of lack of work or lack of funds for an involuntary reason not reflecting discredit on an employee.
 - 1.2 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire within the class.
 - 1.3 A layoff for lack of funds or layoff for lack of work may be averted by a reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee or employees.
 - 1.4 Employees who take a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment into their former class for a period of up to 63 months.
 - 1.5 Employees who take voluntary reductions in assigned time in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility for restoration to their original assignment for a period of up to 39 months.
 - 1.6 Persons laid off because of lack of work or lack of funds will be placed on a re-employment list and will be eligible for re-employment for a period of 39 months. Re-employment shall be in reverse order of layoff and in preference to new employees.
 - 1.7 Employees having been placed on the re-employment list shall be rehired in order of seniority to their former classification without examination. Employees may apply on an open basis for other positions subject to their qualifications through prevailing examination procedures.
 - 1.8 Sixty calendar days notice of intent to cut back hours or layoff shall be given except as otherwise provided in the Education Code.

ARTICLE 19

School Calendar

A current school calendar is available from each school office and the district office.
Bell Hill Academy/Scotten/Lyman Gilmore Calendar 2020/2021

Grass Valley School District

Student/Parent Calendar with Minimum Days 2020/2021 (Bell Hill/Scotten/Gilmore)

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School Breaks and Holidays	
August 14, 2020	Professional Development Day - No Students
August 17, 2020	Teacher Work Day - No Students
August 18, 2020	First Day of School (Minimum Day)
September 7, 2020	Labor Day Holiday
September 21, 2020	Professional Development Day - No Students
October 19-23, 2020	Fall Break
November 11, 2020	Veterans Day Holiday (Observed)
November 25, 2020	Minimum Day
November 26 & 27, 2020	Thanksgiving Holiday
December 18, 2020	Minimum Day
December 21-31, 2020	Winter Break
January 1, 2021	New Years Day Holiday
January 18, 2021	Martin Luther King Jr. Holiday
January 22, 2021	Professional Development Day - No Students
Feb 12 & Feb 15, 2021	Presidents Holiday
March 12, 2021	Emergency Closure Day - Make Up If needed
March 29 - April 2, 2021	Spring Break - No Students
April 23, 2021	Emergency Closure Day - Make Up If needed
April 30, 2021	Emergency Closure Day - Make Up If needed
May 17, 2021	Emergency Closure Day - Make Up If needed
May 31, 2021	Memorial Day Holiday
June 9, 2021	Minimum Day
June 10, 2021	Minimum Day
June 11, 2021	Last Day of School / Minimum Day

Student Early Release / Collaboration Days: **Every Wednesday - Dismissal at 1:35 p.m.**

Bell Hill Academy Parent Conferences 4:00 - 7:30 p.m.	Lyman Gilmore Parent Conferences 4:00 - 7:30	Scotten School Parent Conferences 4:00 - 7:30 p.m.
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Board Approved 5/12/20

180 Student Days
 186 Teacher Days
 * Conferences are equivalent to 2 Teacher Days

Back to School Night (5:30 - 7:00 pm)	
Bell Hill Academy	TBD
Scotten	TBD
Lyman Gilmore	TBD
Grass Valley Charter	TBD

Open House (5:30 - 7:00 pm)	
Bell Hill Academy	TBD
Scotten	TBD
Lyman Gilmore	TBD
Grass Valley Charter	TBD

ARTICLE 20

Job Descriptions

Job Descriptions are adopted for each classified position and are available from your immediate supervisor, school office, or the district office.

Classified Job Positions

ASES Associate Teacher I
ASES Associate Teacher II
ASES Associate Teacher III
ASES Site Supervisor/Teacher
Charter Adventure Associate Teacher
Charter Before/After School Supervisor
Charter Discovery Studies Technician
Charter Garden Coordinator
Charter School Secretary
Charter Preschool Aide
Charter Preschool Director/Site Supervisor/Teacher
Charter Preschool Teacher
Charter Technology Coordinator
Child Development Enrollment Technician
Child Development Assistant Teacher
Child Development Teacher
Child Development Associate Teacher
Classified Duty Aide
Clerk Technician
Computer Lab Tech I
Computer Systems Data Specialist
Crossing Guard
District Computer Technician
ELL Aide
ELL Coordinator
Hourly
Instructional Aide I
Instructional Aide II *
Instructional Aide - Bilingual
Inventory Technician
Learning Center Aide (Sp Ed/Title I)
Library Technician
Personnel Technician
Preschool Associate Teacher
Preschool Assistant Teacher
Preschool Site Supervisor/Teacher
Preschool Teacher
Purchasing / Accounting Technician
School Secretary
School-Age Site Supervisor
School-Age Teacher
School Site Technician
Special Ed/Student Support Tech
Specialists' Aide – Art/Behavior Support/Deaf HOH/Health Support/LA Inst./Music/PE/Visually
Impaired/Structured Recess
State Preschool Family Advocate
Technology Coordinator

ARTICLE 21

Salary Schedule

A current classified salary schedule is available from each school office and the district office.
Classified Employee Salary Schedule 2019/2020

Grass Valley School District 2019/2020 School Year Classified Employee Salary Schedule

Position	1	2	3	4	5	6	7	8	9	10	15 yrs Longevity 1%	20 yrs Longevity 1%	25 yrs Longevity 1%	30 yrs Longevity 1%
A. Charter School Secretary School Secretary Charter PreSch Dir/Site Supr/Teach Charter Technology Coordinator Computer Systems Data Specialist Preschool Site Supervisor/Teacher Child Development Site Supervisor	17.88	18.63	19.38	20.13	20.88	21.61	22.36	23.11	23.86	24.61	24.86	25.10	25.35	25.59
B. School Site Technician	17.65	18.32	18.99	19.66	20.33	20.98	21.65	22.32	22.99	23.66	23.90	24.13	24.37	24.61
C. Charter Adventure Associate Computer Lab Tech I Library Technician State Preschool Family Advocate Preschool Teacher Charter Before/After School ASES Site Supervisor/Teacher Child Development Teacher	16.52	17.06	17.60	18.12	18.66	19.20	19.74	20.28	20.80	21.34	21.55	21.77	21.98	22.19
E. Charter Preschool Teacher Charter Garden Coordinator Child Development Enrollment Tech ASES Associate Teacher III Specialists' Aide - See * * Art/Behavior Support/Dcaf, H081/Health Support/M.A. Inst/Music/PE/Visually Impaired / Structured Recess	15.37	15.89	16.41	16.91	17.43	17.95	18.47	18.97	19.49	20.01	20.21	20.41	20.61	20.81
F. Charter Discovery Studies Clerk Technician Library Clerk	14.91	15.42	15.91	16.42	16.93	17.44	17.93	18.44	18.95	19.46	19.65	19.85	20.04	20.24
G. ELL Aide Instructional Aide II Learning Ctr Aides (Sp Ed/TT) Instructional Aide - Bilingual ASES Associate Teacher II	13.34	13.85	14.35	14.86	15.36	15.87	16.38	16.88	17.39	17.89	18.07	18.25	18.43	18.61
H. Clerical Aide Charter Preschool Aide Charter Before/After School Aide Instructional Aide I Inventory Technician Non-Instructional Aide ASES Associate Teacher I	13.18	13.63	14.09	14.54	15.00	15.45	15.90	16.36	16.81	17.27	17.44	17.62	17.79	17.96
I. Classified Duty Aide ** Crossing Guard **	13.13	13.58	14.04	14.49	14.95	15.40	15.85	16.31	16.76	17.22	17.39	17.56	17.74	17.91
K. Charter Specialist Teacher	20.00	*Classified Hourly - No Step Increases												
L. Preschool Associate Teacher Child Development Associate	14.36	14.87	15.37	15.88	16.39	16.89	17.40	17.90	18.41	18.91	19.10	19.29	19.48	19.67
M. Preschool Assistant Teacher Child Development Assistant	13.23	13.68	14.14	14.59	15.05	15.5	15.96	16.41	16.86	17.32	17.49	17.67	17.84	18.01
N. Payroll/Acct Payable Technician Personnel Technician Special Ed /Student Support Tech	21.35	21.80	22.25	22.71	23.16	23.62	24.07	24.53	24.98	25.43	25.68	25.94	26.19	26.45
O. Purchase/Accounting Technician	20.92	21.35	21.78	22.21	22.65	23.08	23.52	23.95	24.38	24.82	25.07	25.32	25.56	25.81
Longevity: See Steps Above Based on Step 10 Pay Rates Benefits: Maximum District contribution for the employee benefit plans shall not exceed \$715.00 per month for full-time, prorated for part-time at 50% FTE or more. Effective 07/01/19 Vacation: 1 day per month plus 1 day extra after 5 years' employment 2 days extra after 7 years' employment 3 days extra after 10 years' employment Preschool QRIS* Annual Stipend: 5 Tier Achievement \$500.00 4 Tier Achievement \$400.00 3 Tier Achievement N/A *Quality Rating Improvement Stipend														

Notes: Steps N & O moving from Confidential/Supervisor Salary Schedule for New Hires in these positions after February 1, 2018

** Crossing Guards/Classified Duty Aides(yard duty) - Pays at same rate as other positions

PERS Retirement Base is Hourly

Adopted by Governing Board: 01/16/18

Change Step J-to 11.00 2018 Minimum Wage, Step G Remove Charter Presch Aide/Sch Age Sups, Step A Add Charter to Technology Coordinator,
 Step C Add Charter Before/After School Supervisor, Step H Add Charter Preschool Aide and Charter Before/After School Aide, Add Steps N & O from
 Conf/Supv. Schedule Steps F & G, effective 2/1/18 (Item O)

Adopted by the Governing Board: 12/11/18 - Minimum Wage Increase - Step J Removed, effec. 01/01/19 - (Item E2)

Adopted by the Governing Board: 5/14/19 Salary Increase of 2.5% retroactive 2018/2019 eff 7/1/18 (Item Z)

Adopted by the Governing Board: 1/4/20 Change Step H, I, M to 13.00 2020 Minimum Wage

Adopted by the Governing Board: 5/12/20 Salary Increase of 1.0% retroactive 2019/20 eff 7/1/19 & one time 1.5% retroactive to 7/1/19

ARTICLE 22

Catastrophic Leave

1. Any classified/confidential employee may donate up to 30 hours of accumulated unused sick leave to the catastrophic leave "pool." The recipient shall be paid at his/her regular rate of pay. Classified/confidential employees must maintain a minimum of two (2) years entitlement of sick leave for themselves.
2. Definition: Catastrophic leave may be available for employee illness, or health reasons affecting a member of the employee's immediate family ("Immediate Family" is defined as the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or member of the immediate household of the employee) which require the employee to take extended time off from work (12 consecutive days or more). Catastrophic leave is paid leave of absence which may only be used for verifiable, long term illness or injury (physician verification shall be required) such as, but not limited to, accident, cancer or heart attack which clearly disables the employee or family member. (Ed. Code 44043.5)
3. Coverage: A permanent employee who has worked for the District a minimum of one school year is eligible to apply for catastrophic leave when all accrued paid leave is exhausted.
4. Process for Applying for Catastrophic Leave hours: Any classified/confidential employee meeting the above requirements may apply for catastrophic leave by using the approved application form available from the District Office.
5. Process for Donating Hours: Any permanent classified/confidential employee may donate 3 to 30 hours to the catastrophic leave "lottery pool" between August 15th – September 15th of each school year. Employees who have donated hours will be placed on a list. The order of the list shall be determined in a random lottery drawing. As catastrophic leave is drawn, one hour shall be subtracted from each person on the list in turn. All persons on the list shall donate one hour before the person at the top of the list donates a second hour. Donated time will be subtracted from the donating employees accumulated sick leave. The District shall notify donors as their donation is used. Unused donated time will not be docked from the contributing member. However, all donations to the lottery pool are irrevocable unless the employee separates from the district.
6. Leave Limitation: Catastrophic leave shall not be used in conjunction with PERS long-term disability insurance or Social Security benefits. Before an employee goes on catastrophic leave using donated time, the employee shall use any leave credits that he/she may accrue on an annual basis and extended health leave benefits prior to receiving catastrophic sick leave.
7. Catastrophic leave shall not exceed the equivalent of twenty (20) days in any two consecutive years.