

# **CLASSIFIED BARGAINING AGREEMENT**

BETWEEN THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CHAPTER #705

AND THE

YUBA COUNTY SUPERINTENDENT

July 1, 2024 – June 30, 2025



California School  
Employees Association





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**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into between the Superintendent, hereinafter referred to as the County Office, and the California School Employees Association and its Yuba COE Chapter #705, hereinafter referred to as CSEA.

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## ARTICLE 3

### PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Employees shall have the right to join or not join the Association.
- B. The Association has the right to have membership dues deducted for employees in the bargaining unit.
- C. The County Office shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other County Office approved programs.
- D. Request for changes or additions to payroll deductions must be submitted in writing to the Business Services Department by the 15th day of the month in which the change is to take place.
- E. Revocation of any voluntary deduction shall be upon authorization of the employee and submitted in writing to the Business Services Department by the 15th day of the month in which the change is to take place.
- F. All tax shelter annuities will be processed through our current Administrator. The list of vendors will be posted on YCOE website along with contract information regarding the current Administrator. All requests for changes to this list will be made by written request to payroll who will then work with the vendor to make any possible changes.

## ARTICLE 4

### ASSOCIATION RIGHTS

A. CSEA has all the rights granted an exclusive representative by Government Code §3543.1.

B. Meetings with Unit Members

1. Grievance and Disciplinary Meetings

CSEA shall have the right to reasonable access to areas in which employees work to meet with unit members for purposes of grievances and/or disciplinary matters. Unit members shall enter their absence in the absence management system for these meetings at least twenty-four hours in advance.

2. General Site Visits

CSEA shall have the right to reasonable access to areas in which employees work to meet with unit members, provided such access is accomplished during break, lunch or before/after workday. CSEA must give two business days' notice to the Superintendent that they intend to conduct business on the job site. Such notice shall designate the specific site. The Superintendent will notify the site/program supervisor.

3. Monthly Employee Orientation Meeting

- a. One time per month CSEA may hold an orientation meeting on YCOE property. CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct orientation session outside of instructional time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- b. Employees shall be paid thirty (30) minutes to attend one (1) CSEA orientation meeting.
- c. These orientation meetings do not diminish all other New Employee Orientation rights under AB119 and SB191.

C. Access to Facilities

CSEA shall have the right to access areas in which employees work, the right to use County Office bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation. As well as the right to use County Office buildings, facilities and

equipment at reasonable times, when not otherwise in use, for the purpose of CSEA business concerned with the exercise of the rights guaranteed by this chapter, at no charge.

D. Each chapter negotiation team shall be given reasonable release time set forth below:

1. Negotiation Preparation:

- a. Successor Negotiations: Up to forty-five (45) hours, per negotiation cycle for preparations outside of scheduled times with the County. The release time may only be taken with five (5) days advance notice to the department head. The notice may be waived by mutual consent.
- b. Re-Opener Negotiations: Up to thirty (30) hours, per negotiation cycle. The release time may only be taken with five (5) days advance notice to the department head. The notice may be waived by mutual agreement.

2. Negotiations:

- a. For scheduled negotiation sessions.
- b. Two (2) hours to be used either before, after, or split on the same day as any scheduled negotiation session for Successor or Re-Opener negotiations. This time does not count against any other bank of release time. If scheduled negotiations are virtual, travel time shall not exceed thirty (30) minutes in one direction.
- c. Any caucuses, lunch or breaks during scheduled negotiations sessions shall not count against any release time bank.

3. When either Negotiations or Negotiations Preparation last beyond scheduled work times, employee representatives shall not be given compensatory time for the amount of time spent meeting and negotiating and shall not be paid overtime.

E. The chapter's negotiation team will consist of up to five (5) chapter representatives to participate in scheduled negotiation sessions. Each negotiation team member will receive release time to participate during scheduled and/or assigned working hours.

F. The Chapter President, or their designee, shall be entitled to seventy (70) hours of paid leave for the purpose of conducting CSEA business. This leave may only be taken with five (5) days advance notice. The notice may be waived by mutual consent. Additional days may be approved by the Superintendent at his/her discretion.

G. The County Office shall comply with Education Code section 45210.

- 90 H. The County Office shall make available to CSEA copies of all public information  
91 necessary to carry out CSEA's "duty of fair representation."  
92
- 93 I. Within thirty (30) days after both parties have ratified the Agreement, the County Office  
94 shall prepare and deliver to CSEA sufficient copies for distribution to each member.  
95
- 96 J. The information packet furnished new employees shall contain a copy of the negotiated  
97 contract and the classified employee portion of the policy manual. The Human  
98 Resources Department shall include the CSEA membership packet in new hire packets  
99 provided to all newly hired employees. (CSEA shall provide copies of the CSEA  
100 membership packets to the Human Resources Department for distribution.)  
101
- 102 K. Upon written request from CSEA to the Human Resources Department, the following  
103 will be provided:
- 104 1. A bargaining unit list, which shall include the bargaining unit members' name,  
105 classification, hours per day, days per year, site and immediate supervisor.  
106 2. A seniority list for all classifications in the bargaining unit.  
107
- 108 L. The Human Resources Department shall provide CSEA notice of all new employees  
109 within ten (10) days of the date of hire.
- 110 1. This information shall include: full name, date of hire, classification, hours per  
111 day, rate of pay and work location.

## ARTICLE 5

### EMPLOYMENT STATUS

Regular employees hired to fill a vacant position shall be classified as a probationary employee. The probationary period shall be for six (6) months of service from the date of employment. No employee shall attain permanent status in the classified service until a probationary period in a class has been completed. The time employees are on a paid leave in excess of six consecutive days or an unpaid leave of absence may be excluded as “probationary time” and the probationary period will be extended for a proportionate amount of time. During this period, the employee shall be evaluated as provided for in the negotiated contract. A person who has successfully completed their probationary period shall then become a permanent employee of the County Office.

A permanent employee who accepts a position in a different classification shall be required to serve a six (6) month probationary period as provided for in the transfer article.

An employee who is laid off and is subsequently reemployed shall be fully restored to their class with all rights to permanent status according to Article 13.

At least two (2) weeks before the date upon which the probationary period ends, the non-permanent employee shall be informed of his/her retention or dismissal. This rule shall not act in any way to limit the right of the County Office to dismiss a probationary employee at any time during the six-month period.

## ARTICLE 6

### HOURS AND OVERTIME

- A. The normal work week shall consist of five (5) consecutive days, Monday through Friday.
- B. The duty day schedule for each classified position shall be designated by the County Office based on program needs.
- C. The work year for twelve (12) month employees shall be 257 days. Vacation and holidays are included in the 257-day count. Employees that work less than twelve (12) months, but more than instructional days will have the number of workdays stipulated on their annual contracts.
- The work year for classified instructional employees shall be 182 duty days. This includes 180 student days and two pre-service/staff preparation days. The duty day shall be designated by the County Office for each classified position.
1. For full-time Paraeducators, the length of the duty day, as determined by the County Office, is based upon a minimum of six (6) hours per day (30 hours per week).
  2. Attendance at required meetings/trainings (e.g. CPI) may extend the duty day beyond six (6) hours. If the duty day is extended beyond an employee's normally scheduled time, a timesheet shall be completed and submitted to the supervisor. Any additional time worked shall be compensated.
- D. Upon notification, full-time instructional assistants may leave after student departure and completion of professional duties and responsibilities. The employee and the site administrator will mutually agree on the method of notification.
- E. Employees shall be entitled to an unpaid uninterrupted lunch period of not less than one-half (1/2) hour.
- F. Employees shall be entitled to breaks as scheduled by the immediate supervisor at the rate of fifteen (15) minutes per three and one-half (3 ½) consecutive hours worked and, if practical, shall be in the middle of each work period.
- G. Authorization for overtime work must have the approval of the department head. Overtime is defined to include time worked in excess of seven and one-half (7 ½) hours in a day or in excess of thirty-seven and one-half (37 ½) hours in a calendar week. Overtime is compensated for overtime worked at one and one-half (1 ½) times their regular rate of pay up to twelve (12) hours per day and on the 6<sup>th</sup> day of the week. Overtime in excess of twelve (12) hours per day or working on the 7<sup>th</sup> day of the week shall be compensated at two times (2x) their regular rate of pay.

- 44 H. An employee may request compensatory time off in lieu of salary for approved overtime  
45 work. The request shall be submitted to the department head and must have the approval  
46 of the Executive Director of Human Resources.  
47
- 48 I. When compensatory time off is approved in lieu of cash compensation it shall be used  
49 within school year of approval, unless approved after May 31. Any compensatory time  
50 not used by June 30 of any year, shall be paid to the unit member in the next pay period.  
51
- 52 J. Time that an employee is required to perform unscheduled work which does not  
53 continuously precede or follow an employee's regularly scheduled assignment shall be  
54 considered call-in or call-back time and shall be compensated for a minimum of four (4)  
55 hours of work at the overtime rate. This provision may be waived by written request of  
56 the employee. Employees shall have the right to reject any request for call-in or call-back  
57 services.  
58
- 59 K. Each Paraeducator will be paid an additional hour per day for preparation of materials on  
60 those days during the regular 180-day student work year when the regular classroom  
61 teacher is absent for a full day. This shall be approved for the first three (3) days of each  
62 absence. If there are multiple substitutes filling the vacancy, the Paraeducator will be  
63 paid one hour per day for each different substitute teacher in the classroom.  
64 Paraeducators shall not be responsible for the additional preparation of materials after the  
65 first three (3) sequential days of the same assigned substitute.  
66
- 67 L. The County Office may hire individuals for special projects and/or to meet unforeseen or  
68 emergency situations. The pay rate shall not exceed the first step of the salary schedule.
- 69 1. Individuals hired shall not be needed on a continuing or extended basis and shall  
70 be limited to less than sixty (60) working days.  
71 2. There may be a need, due to specially funded projects or grants, to employ  
72 individuals on a temporary basis which exceeds sixty (60) working days. Any  
73 individual for special projects and/or to meet unforeseen or emergency situations  
74 that are needed to exceed the sixty (60) working days shall be brought to CSEA  
75 for approval ten (10) business days before the requested extension date.  
76 Individuals hired for these projects will receive overtime and holiday pay but will  
77 not be entitled to sick leave, vacation pay, or other benefits.  
78
- 79 M. Employees may leave after student departure to attend an accredited college/university  
80 education course contributing to the employee's professional development under the  
81 following conditions:
- 82 1. All courses are required to be pre-approved by the County Office.  
83 2. All courses are required to be relevant to the employee's current job assignment.  
84 3. Employees must have prior approval of the department head for course dates and  
85 times, to ensure that the course does not interfere with employee duties.  
86 4. The department head will arrange in advance for coverage at the school site.  
87

88           The intent of Section M above is for travel time to classes that commence immediately  
89           after the normal workday.

90  
91       N. Staff Development

92  
93           Staff development activities will be arranged for staff during their work year and paid  
94           according to Section C of this article. (Note: CPI training is addressed in Article 12  
95           Safety.)



## ARTICLE 7 HOLIDAYS

A. The County Office shall provide employees the following paid holidays:

### 12 Month Employees

Independence Day  
Labor Day  
Admission Day (Refer to E)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Presidents Day  
Memorial Day  
Juneteenth

### 10 Month Employees

Labor Day  
Admission Day (refer to E)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Presidents Day  
Memorial Day

B. When any of the above fall on a Sunday, the following Monday shall be deemed the holiday. If any of these fall on a Saturday, the preceding Friday shall be deemed the holiday.

C. Any day appointed by the President of the United States, or the Governor of California as provided for in the Education Code.

D. To receive pay for holidays, an employee must be in a paid status on a workday immediately preceding or succeeding the holiday per Ed Code 45203. A ten (10) month employee that provides ESY services will be entitled to a paid holiday to the extent that the requirements in Ed Code 45203 are met. Pay for a holiday during ESY will be calculated based upon the number of hours worked the day immediately preceding the holiday.

E. The Friday before or Monday after Easter Sunday will be a holiday in lieu of Admission Day. The date will be determined by the school calendar.

F. The Superintendent reserves the right to grant additional days off during Christmas break to twelve (12) month employees.

## ARTICLE 8 VACATIONS

### Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article.  
Vacation benefits are earned on a fiscal year basis – July 1 through June 30.

1. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
2. Employees may be granted vacation during the year even though not earned at the time the vacation is taken.
3. Upon separation from service, any employee who received vacation time not yet earned shall have the unearned amount deducted from the employee's last paycheck.
4. Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
5. A classified employee must begin work on or before the first working day following the 15<sup>th</sup> calendar day of the month in order to earn vacation leave for that month. In order to count his/her last month of service upon terminating employment, he/she must have worked at least through the 15<sup>th</sup> calendar day of the month.

### Rate of Accrual

- For years 0 through 5, full-time employees shall be entitled to one (1) day earned vacation per month.
  - For years 6 through 10, full-time employees shall be entitled to one and one-quarter ( $1 \frac{1}{4}$ ) days per month.
  - For years 11 through 15, full-time employees shall be entitled to one and one-half ( $1 \frac{1}{2}$ ) days per month.
  - For years 16 and beyond, full-time employees shall be entitled to one and three fourth ( $1 \frac{3}{4}$ ) days per month.
1. Less than seven and one-half ( $7 \frac{1}{2}$ ) hour day employees shall earn vacation on a prorated basis.
  2. Ten (10) or eleven (11) month employees shall earn vacation based on "B" above on a prorated basis.
  3. Paid vacation shall be taken no later than the fiscal year following the year in which it is earned. In the event that a unit member exceeds their paid vacation accrual:

- a. The County may schedule vacation for the unit member; or
- b. Under extenuating circumstances, a unit member may request from the Superintendent to carry over additional vacation hours to the next school year. The request must include a plan to use the vacation hours.

4. A holiday falling within a vacation period shall not constitute a vacation day.

5. Upon separation from service/employment, employees are entitled to a lump sum payment for any earned vacation not used.

#### Vacation Scheduling

1. Requests for vacation should be submitted in the online Absence Management System at least ten (10) working days prior to the beginning date of vacation being requested.
2. Vacation requests must be submitted to and have the approval of the department head and the Director of Human Resources. A response shall be provided within five (5) working days of the employee's request. If no response is provided within five (5) working days, the vacation request is automatically approved.
3. Emergency vacation time may be requested without complying with the ten (10) working days notice.
4. An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring services of a doctor or bereavement leave without return to duty status. The employee must notify and submit supporting information to the Executive Director of Human Resources substantiating such interruption or termination of leave.

## ARTICLE 9 TRANSFERS

For purposes of this Article, “transfer” shall be a lateral transfer, within the same classification that includes the same rate of pay and essential duties.

When unit members assigned to a department or program are moved (or their respective operations are moved) to another geographic location, they are not considered to have been transferred.

### A. Posting

1. For purposes of this Article, the terms “Post” or “Posting” shall mean electronic posting system (e.g. EdJoin) coupled with a County electronic communication (e.g. email) to all bargaining unit members.
2. The posting shall include the following information assigned to the position:
  - a. Job title and description;
  - b. Deadline to apply;
  - c. Assigned job site (for lateral and promotion postings)
  - d. Number of hours per day, days per week, and days per year;
  - e. Salary range.
3. All postings will be open for a minimum of five (5) business days, unless posting occurs within two (2) weeks of the first day of the instructional school year, then the posting shall not be posted for less than four (4) days.

### B. Lateral Transfers

1. Unit members requesting a lateral transfer must:
  - a. Complete the electronic posting system application by the end of the third (3) day of posting. No resume or letters of reference are required for lateral transfers.
  - b. Currently work in the same classification, regardless of hours; and
  - c. Be in permanent status.
2. The County will review transfer requests from bargaining unit members after the third day of posting, before considering any other unit member or external candidate. Requests for lateral transfers are not automatically approved and shall be considered according to the following criteria:
  - a. Countywide program needs;
  - b. Agreement of department head(s) and the Executive Director of Human Resources;
  - c. Seniority; and
  - d. Participation in the interview process, if applicable.
3. Seniority will remain with the transferred employee into the new position.
4. The Executive Director of Human Resources or designee shall:

- a. Notify all bargaining unit members who requested a transfer whether they have been selected for transfer; and
- b. Communicate the effective date of the transfer to selected member.

#### C. Internal Promotions

A promotion is a unit member-initiated action which may result in movement to a higher classification and/or where a unit member moves to a new classification under the same salary range.

1. When there is no request for a lateral transfer, internal promotions will be considered.
2. Bargaining unit members applying for an internal promotion that meet the following conditions shall be guaranteed an interview:
  - a. Complete the electronic posting system application by the end of the fifth (5<sup>th</sup>) day of posting; and
  - b. Meet employment qualifications; and
  - c. Be in permanent status; and
  - d. Most recent summary evaluation does not show unsatisfactory.
3. Internal promotion candidates will be considered first before external candidates and credited with one (1) additional point (per panel member).
4. Any classification change through internal promotion shall require a new probationary period as set forth in Article 5, Employment Status.
5. When a promotion is to a higher classification, the unit member shall be placed at a salary in the new classification equal to that previously earned plus a minimum increase of 5% provided there are steps on the salary schedule to allow for such an increase.

#### D. Administrative Transfers

1. Administrative Transfers of unit members shall be made on the basis of need to the County as viewed by the administration. Employees who are to be administratively transferred shall be notified of their new assignment by their supervisor at least five (5) working days prior to the date the transfer will take effect, except in an emergency (e.g. new student or student transfer). In the event of an emergency, the employee shall be given as much notice as possible. The CSEA Chapter President will be notified of the transfer in conjunction with the unit member notification.
2. The unit member(s) may appeal an administrative transfer within two (2) working days of the notification to the Executive Director of Human Resources or his/her designee and may request a representative to be present during the appeal. The appeal shall be scheduled within two (2) working days. The Executive Director of Human Resources or designee shall make the final determination regarding the appeal within one (1) working day.

#### E. County Program Transfer to District

1. When a District requests to transfer a special education program currently operated by the County Office, the process outlined in the SELPA guidelines and Education Code will be followed.
2. An employee who transfers is entitled to continue enrollment, along with his/her dependents, in any health and welfare plan offered by the County Office to unit members, with payment by the County Office of the contribution set forth in Article 18, Fringe Benefits, until he/she is eligible for any other group health insurance but not to exceed three (3) months beyond the final transfer date.

#### F. Voluntary Demotion

1. A voluntary demotion is a unit member-initiated action, which may result in movement to a lower classification.
2. Upon acceptance of a demotion, the unit member will be placed on the salary range of the new classification at the same hourly rate of pay, if possible, or placed on the last step of the new classification (i.e. if they are on Range D, Step 2 at \$17.00 per hour, they will go to Range A, Step 3 if that is at least \$17.00 per hour.)

## ARTICLE 10

### EVALUATION PROCEDURES

#### A. Probationary Employees

1. All probationary employees shall be evaluated at least once, prior to the fifth (5<sup>th</sup>) month of their probationary period.
2. The employee and evaluator shall sign the evaluation and signify the date on which it was completed. The signature indicates the evaluation was discussed with the employee but does not necessarily indicate agreement with the contents. An employee may respond to an evaluation in writing within ten (10) duty days and such response shall be attached to the evaluation.
3. Employees shall receive a copy of all written formal evaluations.
4. Evaluations shall be maintained in the employee's personnel file. The content of all evaluations shall be kept in strictest confidence.

#### B. Permanent Employees

1. All permanent employees shall be evaluated at least every other year, unless the supervisor elects to evaluate annually or the employee satisfies the three-year evaluation cycle identified below.
2. A permanent employee may be eligible for a three-year evaluation cycle, if the following conditions are met:
  - a. Been employed by the County for at least ten (10) years.
  - b. Previous evaluation was "meeting standards/expectations".
  - c. Immediate supervisor recommends and the recommendation is approved by the Superintendent/Human Resources Executive Director.
3. An employee's immediate supervisor reserves the right to remove an employee from the three-year evaluation cycle and complete the formal evaluation more frequently.
4. The employee and evaluator shall sign the evaluation and signify the date on which it was completed. The signature indicates the evaluation was discussed with the employee but does not necessarily indicate agreement with the contents. An employee may respond to an evaluation in writing within ten (10) duty days and such response shall be attached to the evaluation.
5. Employees shall receive a copy of all written formal evaluations.
6. Evaluations shall be maintained in the employee's personnel file. The contents of all evaluations shall be kept in strictest confidence.

#### C. Permanent Employee Evaluation Process/Timeline

1. By November 1<sup>st</sup> of each year, permanent employees shall be notified of any changes to their timeline and/or if they will have a scheduled evaluation, and the evaluation process and expectations will be reviewed. Evaluations for probationary employees shall be scheduled according to date of hire. The

process shall include, ongoing observation of the employee, and a conference reviewing the written summary of the evaluation.

2. No elements of the evaluation form should be marked “Unsatisfactory” unless, prior to the scheduled evaluation, the area(s) identified for growth have been observed and discussed with the employee.
3. The scheduled evaluation process must be completed no later than May 1<sup>st</sup>. If extenuating circumstances arise, the employee and department head may mutually agree to extend the date.
4. Continuing administrative support and feedback to staff will include, but not be limited to; Walk-throughs, informal observations, participation in staff meetings, review of records, performance of related duties and responsibilities, and professional growth activities.
5. Evaluations will be based on the following criteria:
  - a. Quality of Work
  - b. Quantity of Work
  - c. Work Habits
  - d. Work Attitude
  - e. Personal Qualities
  - f. Communication
  - g. Professional Growth
  - h. Support to students in learning environment
  - i. Employees who coordinate work of other employees
  - j. Additional evaluation criteria relevant to employee's job and responsibilities
6. If any unsatisfactory or satisfactory with recommendations areas are noted, the evaluator shall be responsible for establishing with the employee a program of assistance, which will include recommendations for improvement. Assistance may include, but not be limited to observations, training, administrative feedback and colleague support.



# ARTICLE 11

## LEAVES

### A. Sick Leave

1. Twelve (12) month employees shall be entitled to one (1) day of paid leave for illness or injury per month.
2. Employees working less than twelve (12) months are entitled to that proportion of twelve (12) days paid leave as the number of days they are employed.
  - 180 to 190 work days – 10 days per year
  - 191 to 210 work days – 11 days per year
  - 211 to 257 work days – 12 days per year
3. Employees who work the full time equivalent of extended year (19 days) will earn one day of sick leave (4.5 hours) which can be used during their regular work year.
4. Pay for any such day of absence shall be the same as the pay that would have been received had the employee served during the day of illness.
5. Verification of Illness from the employee's medical practitioner may be required:
  - Once an employee is absent for more than three (3) consecutive days; or
  - At any time when the County Superintendent reasonably believes misuse of sick leave.
    - i. If verification of illness is required, the medical practitioner note shall be provided within ten (10) days of the unit member's return to work.
6. At the beginning of each fiscal year, the full amount of sick leave shall be credited to each employee. Credit for sick leave need not be accrued prior to taking it and it may be taken at any time during the year. A probationary employee shall not be eligible to take more than six (6) days until the first day of the calendar month after successful completion of six months employment.
7. Employee shall use the current Absence Management System to report all absences. The System will give each employee a current accounting of all leave.
8. Unused sick leave shall accrue without limitation.
9. Upon retirement, an employee may convert unused sick leave to retirement credit in accordance with the rules and regulations of the retirement system.
10. For those employees who work twelve (12) months or 257 days per year, the day before Thanksgiving will be a non-work day. This day does not count in the 257 days.

### B. Extended Illness

As provided in Education Code §45196, a regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave ("Extended Illness Leave"), including days to which they are entitled in Sick Leave identified above. Such Extended Illness Leave days shall be compensated at not less than 50 percent of all

employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. (100 working days and 50% language effective July 1, 2023) If an employee is still unable to assume the duties of their position at the conclusion of all leaves of absence (paid or unpaid), they shall be placed on a reemployment list for a period of 39 months. If the employee is medically able to assume the duties of their position as certified by their physician at any time during the 39 months, they shall be re-employed into the first vacancy in the classification of their previous assignment. The reemployment shall take preference over all other applications except for those laid off for lack of work or funds, in which case they shall be ranked according to seniority. Upon resumption of their duties, the break in service will be disregarded and they shall be fully restored as a permanent employee.

### C. Personal Necessity

1. Employees are entitled to leave for personal necessity not to exceed twelve (12) days per year and which shall be charged against sick leave. Personal necessity will be prorated for employees who work less than twelve (12) months or a full-time contract.
2. Personal necessity days are non-accruable.
3. Personal necessity is only available if the unit member has accrued sick leave to draw from.
4. Use of personal necessity leave shall be as follows:
  - a. Death, Serious Illness or Accident
    - (1) Any days of absence for illness or injury earned in Section A. above for the following reasons (Education Code §45207):
      - Death or serious illness of a member of his or her immediate family.
      - Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
      - Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
    - (2) Permission to Use  
Advance permission is not required for this leave. The employee shall, however, advise his/her supervisor of the circumstances as soon as reasonably possible and shall report the absence using the Absence Management System as soon as possible. The reason for the use must be stated in the System.
  - b. Emergency  
Leave pursuant to this article shall be limited to circumstances that are an emergency in nature.

(1) To qualify as an emergency, the situation must meet all of the following criteria:

- Is serious in nature;
- The unit member cannot reasonably be expected to disregard;
- Requires immediate action; and
- Cannot be taken care of after work hours or on weekends.

(2) Permission to use:

Emergency leave shall be reported using the Absence Management System as soon as possible. The reason for the use must be stated in the System.

(3) In extreme circumstances, additional days of sick leave may be utilized if the situation meets all of the criteria set forth in sub-article C.4.b.(1), above). Such additional days are at the sole discretion of the Superintendent.

c. Personal

(1) Up to four (4) days of leave of absence allotted for personal necessity may be used each year by a unit member, for personal reasons:

- Attendance at children's school functions.
- Necessary business transactions which can be handled only during normal business hours.
- Religious observances.
- If there are extenuating circumstances (e.g. family reunion, wedding, etc.) for personal leave, contact the Human Resources Director at least five (5) days in advance to discuss approval prior to reporting the absence in the Absence Management System.

(2) Personal Leave may not be taken for:

- Matters of purely personal convenience, recreation, or to intentionally extend holidays or vacation.
- Concerted activity.
- The purpose of conducting business for which the employee could reasonably be expected to receive compensation.

(3) A unit member may take such leave if he/she has the four (4) days of Personal Leave (sick leave) available and has reported the absence in the Absence Management System at least five (5) days in advance. The reason for the use must be stated in the System.

127 d. Falsification of Leave

128 Any bargaining unit member who falsifies a request for personal  
129 necessity leave shall be guilty of a violation of the Agreement and  
130 subject to appropriate discipline.  
131

132 D. Bereavement

- 133 1. Employees may use up to five (5) days of paid leave of absence, or seven (7) days  
134 if travel of more than two hundred (200) miles one (1) way is involved, if there is  
135 a death of any member of their immediate family. Bereavement leave must be  
136 used within one (1) year after the death of the person for whom the bargaining  
137 unit member is taking leave. A bargaining unit member may make a request to  
138 the Superintendent to extend the usage timeframe by submitting the request to the  
139 Executive Director of Human Resources. This leave shall not be deducted from  
140 sick leave and shall be taken to address emotional issues, attend the services and  
141 any legal issues related to an immediate family member's death.
- 142 2. Member of the "immediate family" is defined as the spouse, children (including  
143 step, foster, in-law, and grand), parents (including step, foster, and in-law),  
144 siblings (including step, foster, and in-law), grandparents (including step, foster,  
145 and in-law), or any relative living in the immediate household of the employee.
- 146 3. Personal necessity may be used to extend bereavement leave.
- 147 4. A unit member may request of the Superintendent a day of bereavement leave for  
148 someone not listed above. The request must be submitted to the Executive  
149 Director of Human Resources, as follows:
- 150 a. Request shall be submitted at least three (3) business days before the  
151 bereavement leave is to be taken. If there is an immediacy of the  
152 bereavement, the request shall be submitted upon return to work.
- 153 b. Bargaining unit member shall state the relationship and provide  
154 explanation.
- 155 c. Bargaining unit member shall provide verification for the bereavement  
156 leave (example: copy of obituary, or service program, etc.)  
157

158 E. Industrial Accident

- 159 1. Employees absent from duty because of injury or illness which results from  
160 industrial accidents which qualify under Worker's Compensation Insurance shall  
161 be allowed leave as stated under Education Code §45192.
- 162 2. Allowable leave for each injury or illness shall not exceed sixty (60) working  
163 days in any one (1) fiscal year for any one accident or illness.
- 164 3. Periods of absence caused by industrial accident or illness shall not be considered  
165 a break in service. Employee disability checks from Worker's Compensation  
166 Insurance shall be endorsed to the County Office.
- 167 4. The County Office shall pay the employee their full day's wages and shall make  
168 normal authorized deductions from the warrant.
- 169 5. The employee must remain in California during their leave unless the County  
170 Office grants permission to leave the state.

- 171 6. After this leave has been used, the employee shall be entitled to use any of their  
172 sick leave, vacation time or other available leave provided by law or by Board  
173 action to cover the illness or injury which resulted from an industrial accident  
174 while performing County Office work.  
175

176 F. In-service

- 177 1. Employees shall be entitled to at least three (3) days paid leave each school year  
178 for the purpose of improving their job performance. Such leave may be used to  
179 visit classes in other schools, to attend professional workshops or classes related  
180 to their position, or to take exams.  
181 2. Such leave must first have department head approval and shall be used in blocks  
182 of no less than two (2) hours.  
183 3. Approval will be conditioned upon other requests received for the same time  
184 period and the needs and responsibilities of the County Office.  
185

186 G. Unpaid Leave

- 187 1. The Superintendent may grant an employee an unpaid leave of absence if program  
188 will not be unduly impacted, up to a maximum of one (1) year.  
189 2. The employee must request such leave at least one (1) month prior to when the  
190 leave is to begin. In special circumstances, or in a case of an emergency, the  
191 County Office may waive the advance one (1) month request.  
192 3. The employee on an unpaid leave of absence shall be entitled to:  
193 a. Return to a position for which they are qualified.  
194 b. Return to the salary schedule on the appropriate step in accordance with  
195 Article 16, Section G.  
196 c. Continue fringe benefit coverage at the employee's cost.  
197 4. Employees must notify the County Office of their intent to return or resign two  
198 (2) months prior to the end of the leave.  
199

200 H. Jury Duty

201 An employee shall be allowed paid leave as required for jury duty; however, payment  
202 shall be made for such leave upon presentation of a signed receipt showing actual days  
203 served and endorsement of all jury compensation to the County Office excluding  
204 reimbursement for mileage and other out-of-pocket expenses such as meals and lodging.  
205

206 I. Leave Related to Birth/Adoption of Child

- 207 1. Pregnancy Disability Leave  
208 a. Any employee who is required to be absent from duties because of  
209 pregnancy, miscarriage, childbirth, recovery, or a related medical  
210 condition is entitled to Pregnancy Disability Leave ("PDL") as set forth in  
211 Government Code § 12945. This leave shall be unpaid if the employee  
212 does not have any accrued sick leave to apply.  
213 b. Unless medically unable to do so, an employee shall give at least thirty

(30) days' advance written of the need to take PDL.

- c. The length and term of the leave of absence shall be determined by the employee and the employee's physician but shall not exceed the term set forth in Government Code § 12945.
- d. Disabilities caused or contributed to by pregnancy, childbirth, or a related medical condition, for all job-related purposes, temporary disabilities and shall be treated as such under health or temporary disability insurance or sick leave plan available in connection with employment by the County.
- e. The leave will terminate upon a doctor's release stating the employee may return to work.

## 2. Parental Leave ("Baby Bonding Leave")

- a. Employees may unilaterally elect to utilize twelve (12) workweeks for maternity/paternity leave during the 12-month period beginning the date after the birth of the unit member's child, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee pursuant to Government Code § 12945.2.
- b. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to § 12945.2 of the Government Code, he or she shall be entitled to take the remaining portion of the twelve (12) weeks on differential pay as set forth in Education Code § 45196.1.
- c. The twelve (12) weeks do not need to be taken consecutively.
- d. The basic minimum duration of the leave shall be two (2) weeks. However, an employer shall grant a request for a CFRA leave of less than two (2) weeks' duration on any two (2) occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks.

## 3. Child Rearing Leave

- a. Upon the exhaustion of the leave set forth in Paragraphs I.1. and I.2. above, a unit member may request child rearing leave as set forth below. Such leave will be granted at the discretion of the County.
- b. Such leave shall be in effect up to one (1) full year.
- c. The employee shall request this leave at least forty (40) work days prior to the anticipated date on which the leave is to commence.
- d. If the leave is for a full year, ten (10) month employees only must notify the County Office of his/her intent to return or to resign no later than April 15.
- e. If the leave is approved, the employee shall be entitled to continue the total fringe benefit package at their cost during the leave, return to the same position which they held immediately prior to commencement of the leave if it still exists or one for which they are qualified, and to the salary schedule on the appropriate step.

- f. The Superintendent may waive the above notice requirements for extreme or unforeseen circumstances.

J. Personal Family Illness Leave

Each employee shall be entitled to use their available sick leave in the case of serious illness or injury of a member of the employee's immediate family, and when the presence of the employee is necessary as verified by a physician. Such leave shall be deducted from sick leave and is not cumulative. The employee's immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

K. Discretionary Days

All employees are eligible for one discretionary day each fiscal year. Employees are required to work no less than 50% of their position's work year to be eligible for this day. This day is not accruable and must be used in full day blocks. Discretionary days cannot be used during Extended Year.

Five (5) working days notice shall be required when requesting to use a discretionary day. Under extenuating circumstances, the five-day requirement may be waived. Approval will be based on program needs. Discretionary days will not be charged to sick leave.

L. Family Care and Medical Leave

A regular employee who has worked for at least twelve (12) months, and has worked for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and who meets all other requirements, may be granted an unpaid leave for up to twelve (12) work weeks under the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act. The leave may be used for the birth or adoption of a child or a child placed in foster care; for the care of a seriously ill child, spouse or parent, or for the health condition of an employee. During the leave, the County Office will continue to pay the employer share of the cost of fringe benefits. The guidelines and forms are available from the Director of Human Resources.

M. Misuse of Leave

1. Unauthorized leave is defined as intentional non-performance of any duties and responsibilities assigned by the County Office.
2. Unauthorized leave shall include refusal to provide service, misuse of any leave benefits and/or non-attendance at required meetings.
3. Employees who have shown a history of misuse of leave shall be subject to progressive discipline as set forth in Article 23.

N. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

298 O. Catastrophic Leave Bank

299 1. Definition

300 A Catastrophic Leave Bank will be created by the County Office by budgeting  
301 \$10,000 to be used for a catastrophic illness or injury. On July 1<sup>st</sup> of each school  
302 year, the Bank will have a beginning balance of \$10,000.

303 A “Catastrophic illness” or “injury” means an illness or injury that is expected to  
304 incapacitate an employee for an extended period of time, or that incapacitates a  
305 member of the employee’s family whose incapacity requires the employee to take  
306 time off work for an extended period of time to care for the family member, and  
307 taking extended time off creates a financial hardship for the employee because he  
308 or she has exhausted all of his/her sick leave and other paid time off.

309 “Member of employee’s family” shall be limited to husband, wife, son, daughter,  
310 stepchildren, mother or father of the employee. A request may be made to the  
311 Catastrophic Leave Bank Committee and/or Superintendent for an immediate  
312 family member not listed.

313 2. Eligibility

314 All employees that have completed three (3) years of service (date of hire) to the  
315 Yuba County Office of Education will become eligible to withdraw from the  
316 bank. The Catastrophic Leave will not be available for workers’ compensation  
317 illness or injury.

318 3. Committee

319 The Committee will be comprised of one member of the classified unit, one  
320 member of the certificated unit, one member of the management unit and the  
321 Director of Human Resources. This Committee will make a recommendation to  
322 the Superintendent for final approval.

323 4. Withdrawal from the Bank

324 An employee must use all sick leave and any other paid leave including five-  
325 month difference pay, if applicable, before they may become eligible to request  
326 withdrawal from the bank.

327 Withdrawal from the Bank, shall be granted in units of no more than thirty (30)  
328 duty days. Employees may submit requests for extensions of withdrawals as their  
329 prior awards expire. In no event shall such requested withdrawal exceed sixty  
330 (60) duty days in any school year.

331 5. Procedure for Request from the Bank

332 An employee desiring Catastrophic Leave pursuant to this section shall submit a  
333 written request to the Catastrophic Leave Bank Committee through the Director  
334 of Human Resources. This request must include a doctor’s statement indicating  
335 the nature of the illness or injury and probable length of absence from work. If  
336 for a family member, the doctor’s note must include a statement that the employee  
337 is required to provide medical assistance. A meeting of the Catastrophic Leave



338 Bank Committee will be called to review the application for eligibility and make a  
339 recommendation to the Superintendent.

340 If an employee is incapacitated, requests for Catastrophic Leave may be submitted  
341 in writing by a member of the immediate family.

342  
343 The Committee shall keep all records confidential and shall not disclose the  
344 nature of the illness. Application shall be reviewed by the Committee and they  
345 will make a recommendation to the Superintendent. The Superintendent will  
346 make the final decision and report that decision to the applicant, in writing, within  
347 ten (10) duty days of receipt of the application.

## ARTICLE 12

### SAFETY

- A. Employees are required to be safety conscious in their own actions and to report unsafe or unhealthy conditions to their department head.
- B. Upon receiving written notice of an alleged unsafe or unhealthy condition, the department head will have the responsibility of determining if, in fact, an unsafe or unhealthy condition exists.
- C. Upon the determination that an unsafe or unhealthy condition exists, the department head will initiate action to correct the condition and will notify the employee in writing of the administrative action taken within three (3) working days after the written report is submitted.
- D. Any abuse of any type, assault or battery or any threat of force or violence at any time or place related to school activities, shall be reported immediately by employees to their department head.
- E. The employee shall complete reports relating to any violations described above in writing within three (3) working days of the occurrence.
- F. The department head shall initiate action to correct and handle the problem and will notify the employee in writing of the administrative action taken within three (3) working days after the written report is submitted.
- G. Crisis prevention Intervention (CPI) has been adopted by the Yuba County SELPA to teach non-violent crisis intervention to staff by focusing on safe management of disruptive and assaultive behavior of students. Specific program requirements are outlined in the Staff Handbook.
  1. New unit members that have been hired into a position that requires CPI training, shall receive training during the designated New Hire Orientation. CPI training occurs annually, the week before school starts.
  2. Once a unit member is certified, they will be added to the CPI refresher list. CPI refresher training is provided during the work year and paid as set forth in Article 6.
  3. In the event that the CPI Refresher Training is missed, the Unit Member shall attend the County's CPI training before the start of the school year and paid as set forth in Article 6.
- H. Stipends are provided to staff who participate according to existing staff development reimbursement guidelines.

## ARTICLE 13

### LAYOFF PROCEDURE

The Yuba County Office of Education may determine that a reduction in classified personnel is necessary due to: (1) lack of work; and/or (2) lack of funds.

#### A. Notice

At least forty-eight (48) hours prior to Superintendent action to initiate layoffs, CSEA Chapter President will be notified. All classified employees (excluding those in specially funded programs) so affected will receive layoff notices on or before March 15<sup>th</sup>. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117, 45298 and 45308. Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code 45117. CSEA reserves its right to negotiate any reduction in hours decision and any such proposal by the County related to any reduction in hours. Any notice of layoff delivered to unit members shall specify the reason(s) for layoff, the identity by name and classification of the unit member designated for layoff, and information on his/her/their displacement rights, if any, and re-employment rights. The layoff notices will include the Chapter President's contact information.

Any classified position that must be eliminated as a result of the expiration of a specially funded program, the employee to be laid off shall be given written notice not less than sixty (60) days prior to the effective date of their layoff informing them to their layoff date and their displacement rights, if any, and reemployment rights.

#### B. Order

1. Employees shall be laid off by classification in reverse order of seniority in the class.
2. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first.
3. Seniority shall be determined by date of hire with the County Office in a regular (probationary/permanent) classified position. Prior to June 30, 2010, seniority was determined by the total contracted hours worked in a classification. Seniority shall be credited in the classification of layoff plus higher classification in which the employee had regular status.
4. If two (2) or more employees subject to layoff have equal seniority, the determination of who shall be laid off shall be made with the employee hired first being retained and, if that is equal, then the determination shall be made by lot.
5. A break in service which is caused by resignation, dismissal, or other severance of the employment relationship shall establish a new hire date. Service as a substitute or short-term employee shall not be included.

41 C. Displacement Rights

- 42 1. Employees whose positions are eliminated maintain the right to displace other  
43 employees in the class with less seniority.
- 44 2. In lieu of layoff, senior employees have the right to bump into a lower class in  
45 which the employee has previously served provided their seniority is greater.
- 46 3. An employee who is being laid off does not have a right to bump into a position  
47 with greater assigned time. The right to reassignment to a position with less  
48 assigned time shall be based upon seniority.
- 49 4. Employees shall also have the right to bump junior employees serving in lower  
50 included classes. Lower included classes are those which have duties that are  
51 included or encompassed in the duties designated for another class.

52  
53 D. Reemployment Rights and Responsibilities

- 54 1. Persons laid off are eligible for reemployment to their previous position for a  
55 period of thirty-nine (39) months and shall be reemployed in preference to new  
56 applicants.
- 57 2. Persons laid off who are qualified to perform jobs in classifications other than  
58 those from which they are laid off shall be hired into those jobs in preference to  
59 outside candidates.
- 60 3. Employees who take voluntary reductions of assigned time or demotion in lieu of  
61 layoff shall maintain reemployment rights for sixty-three (63) months.
- 62 4. Individuals on a reemployment list shall have fourteen (14) calendar days to  
63 respond to a written offer of reemployment sent by registered mail, beginning  
64 with the day it is deposited in the U.S. Mail to the most recent address supplied to  
65 the County Office by the employee.
- 66 5. The County Office may remove an individual from the re-employment upon  
67 request from the individual.
- 68 6. An employee who is laid off and is subsequently reemployed shall be fully  
69 restored to their class with all rights to permanent status. Seniority and benefits  
70 shall not accrue during the period of layoff.

71  
72 E. Separation Benefits

- 73 1. Sick leave earned and unused at the time of separation from employment shall be  
74 restored upon reemployment.
- 75 2. Sick leave credit earned at one (1) rate while in an employed status and unused  
76 shall not be reduced because an employee accepts fewer hours.
- 77 3. Vacation time earned and unused at the time of layoff shall be computed and paid  
78 off with the final salary warrant.
- 79 4. For computation of credit toward longevity pay and additional vacation, time laid  
80 off and on reemployment list shall not be counted. However, credit for these  
81 purposes earned prior to layoff will be restored upon reemployment.
- 82 5. Employees affected by layoff notices shall be entitled to use personal necessity  
83 for the purpose of seeking employment. Advance notice is required.

84 6. The County Office will continue to pay the premium for health, dental, and vision  
85 insurance for any employee who is laid off for three (3) months beyond the final  
86 termination date unless they are eligible for any other group health insurance  
87 through subsequent employment.

1 **ARTICLE 14**  
2 **PROFESSIONAL GROWTH RECORD**

3 A. Professional Growth Record

4 All employees will be required to develop a Professional Growth Record each year. Each  
5 full-time equivalent employee will complete 25 hours of professional growth activities  
6 per year. This amount will be prorated for part-time employees. Professional Growth  
7 hours may be completed during work hours. Individuals will select a professional growth  
8 advisor to work with them in the development, review, and provide assistance with  
9 monitoring and completion of the Professional Growth Record. Professional Growth  
10 Record is an element of the evaluation process.

11 Individuals will submit a copy of their Professional Growth Record to their Supervisor  
12 for review and approval by August 15<sup>th</sup> for 12-month employees or by October 15<sup>th</sup> for  
13 10-month employees. A review of activities accomplished annually will be discussed  
14 with Supervisor when the new Growth Record is developed each year.

15 Recommended guidelines have been developed for types of activities that could be  
16 included in the Growth Record and are listed in the Staff Handbook and are available by  
17 request from Supervisor.

# ARTICLE 15

## GRIEVANCE PROCEDURES

### A. Definitions

1. A grievance is a formal written statement that there has been a violation, misinterpretation or misapplication of a provision of agreement, which includes a statement of the grievance, the circumstances involved, and the section of the contract allegedly violated.
2. A grievant can be CSEA or any employee, covered by the terms of this Agreement, directly impacted by the alleged grievable action.
3. An alleged violation which is under another jurisdiction set up by state or federal law shall not be subject to this procedure.
4. For purposes of this article, a day is any day in which the central/administrative offices of the County Office are open for business.

### B. General Provisions

In the event that like grievances are alleged, the grievants and supervisor may:

- Elect to consolidate the allegations,
  - Designate an individual representative to meet with the supervisor,
  - Continue the procedure according to the established guidelines.
1. The time limits specified may be extended only by mutual consent. Failure by the grievant to abide by the time limits shall cause the grievance to be considered withdrawn.
  2. No reprisals affecting any County Office employee or any other participant in the grievance procedure shall be instituted because of such participation.
  3. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official personnel file.
  4. A written grievance shall be submitted on the appropriate form, which shall be provided by the County Office and shall be deemed filed when delivered to the person to whom the grievance or appeal is directed.
  5. Nothing shall limit the right of an employee to have a grievance resolved without intervention of CSEA provided that it is not inconsistent with the terms and conditions of this Agreement. A copy of the written resolution shall be provided to CSEA.
  6. Any step of this procedure may be waived by mutual agreement of the parties.

### C. Informal Conference

The employee and/or supervisor may elect to have an additional representative participate in the informal conference.

1. Within fifteen (15) days of the occurrence of first knowledge of the alleged violation, the employee shall meet with their immediate supervisor. If CSEA is

the grievant, it shall address the grievance with Human Resources for the informal conference level and is not required to start the grievance process with the immediate supervisor.

2. Following the meeting, a written statement or email will be signed by both the grievant and the immediate supervisor or Human Resources indicating that the informal conference was held.
3. If a satisfactory settlement is not mutually agreed to, the grievant may begin the formal procedure.

#### D. Formal Procedure

##### 1. Level I

- a. Within ten (10) days of the informal conference, the grievant must present the grievance in writing to the immediate supervisor. This shall be a statement of the grievance, the circumstances involved, the section of the contract allegedly violated, the decision rendered at the informal conference, if any, and the specific remedy sought.
- b. The immediate supervisor shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance. Within the above limitations, either party may request a personal conference.

##### 2. Level II

- a. In the event the grievant is not satisfied with the decision at Level I or if there is no response within the time limits, they may appeal the decision in writing to the Superintendent's designee, with a copy to the Executive Director of Human Resources with five (5) days.
- b. The appeal shall include a copy of the original grievance, the decision rendered, and the reasons for the appeal.
- c. The Superintendent's designee, with a copy to the Executive Director of Human Resources, shall communicate the decision within five (5) days after receiving the appeal. Either party may request a personal conference within the above time limits.

##### 3. Level III

- a. If the grievant is not satisfied with the decision at Level II, or if there is no response within the time limits, they may appeal the decision in writing to the Superintendent within five (5) days.
- b. The appeal shall include a copy of the original grievance and appeal, the decisions rendered, and the reason for the appeal.
- c. The Superintendent shall communicate a written decision to the grievant within five (5) days.

##### 4. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance, CSEA may submit the grievance to binding arbitration. Written notice to the Superintendent shall be made within ten (10) days.



- 83 b. CSEA and the County Office shall attempt to mutually agree upon an  
84 arbitrator. If no agreement can be reached within five (5) days, they shall  
85 request the State Conciliation Service to supply a list of five (5) names of  
86 arbitrators. Each party shall alternately strike a name until only one (1) name  
87 remains. The order of striking shall be determined by lots. Within three (3)  
88 days of receipt of the names, a selection shall be made.
- 89 c. The fees and expenses of the arbitrator and the hearing shall be borne equally  
90 by the County Office and CSEA. All other expenses shall be borne by the  
91 party incurring them.
- 92 d. Both CSEA and the County Office may be represented by a person(s) of their  
93 choice.
- 94 e. If any question arises as to the arbitrability of the grievance, such question will  
95 be ruled upon by the arbitrator prior to and separate from the hearing on the  
96 merits of the grievance.
- 97 f. The arbitrator shall, as soon as possible, hear evidence and render a decision  
98 solely on the meaning, interpretation and compliance with the particular  
99 provision of the contract which gave rise to the dispute. Any and all evidence  
100 shall be made available to both parties no later than five (5) business days,  
101 unless directed otherwise by the Arbitrator prior to the hearing.
- 102 g. The arbitrator will have no power to add to, subtract from or modify the terms  
103 of this Agreement.
- 104 h. After hearing and after both parties have had an opportunity to make written  
105 argument, the arbitrator shall submit, in writing, the findings and  
106 recommendations which shall be binding on all parties.

## ARTICLE 16

### SALARY

- A. For the 2024/2025 school year, there will be a one and one-half percent (1.5%) increase to the 2023/2024 school year salary schedule (Attached as Appendix A).
- B. An AA Degree shall add \$300 per year to the employee's salary, a BA Degree shall add \$600 per year to the employee's salary, an MA degree shall add \$1,200 per year to the employee's salary when not a requirement of the position. The employee shall be compensated for the highest degree achieved.

#### Stipends:

ASL – Any employee, who holds an ASL Certificate and provides direct sign support for a student with a DHH disability will receive an additional 5% of employee's normal salary.

Intervener – Any employee who completes the course/training to receive the intervener certificate, will receive an additional 5% of the employee's normal salary with certification (if providing direct support for a student with a deaf blind disability.)

Bilingual/Interpreting – An employee that is used for translation of a second language shall receive an additional 2.5% of the employee's normal salary (if employee passes bilingual/interpreting test provided by the County).

SLPA – Any employee employed in a SLPA position shall receive \$1,000 per year.

Overnight Stipend – \$150.00 per night.

#### C. Longevity

##### 1. YCOE Service Year Longevity Stipend

Effective July 1, 2024, add a YCOE Service Year Longevity Stipend. This stipend will be prorated based upon FTE and will be in addition to the classification longevity steps.

- 10-14 years: \$500/year
- 15-19 years: \$1,000/year
- 20-24 years: \$1,500/year
- 25-29 years: \$2,000/year
- 30+ years: \$2,500/year

Note: If a unit member reaches thirty (30) years as a full-time employee, the unit member shall obtain the full stipend amount irrespective of their FTE.

Employees will be eligible to receive the longevity stipend on July 1 if they reach their service year longevity on or before June 30<sup>th</sup> of the previous year.

2. Longevity shall be calculated on the last step of the salary schedule, currently Step 7.

- Longevity Step 10: after three (3) years on Step 7, members will be placed on Step 10 Longevity, five percent (5%) of Step 7.
- Longevity Step 15: after five (5) years on Step 10 Longevity, members shall be placed on Step 15 Longevity, ten percent (10%) of Step 7.
- Longevity Step 20: after five (5) years on Step 15 Longevity, members shall be placed on Step 20 Longevity, fifteen percent (15%) of Step 7.
- Longevity Step 25: after five (5) years on Step 20 Longevity, members shall be placed on Step 25 Longevity, twenty percent (20%) of Step 7.

3. Effective July 1, 2024, place Special Education, Speech and VI Para Educators on Range D.

- D. Employees will be eligible to receive a step increase on July 1<sup>st</sup> if they commence service prior to January 1<sup>st</sup>.
- E. Employees on a traditional calendar have the option of receiving eleven (August through June) or twelve (August through July) equal payments. Employees on a year round schedule have the option of receiving eleven (August through June) or twelve (July through June) equal payments. If an employee transfers from year round education, they have the option of receiving 14 equal payments the first year (see Article 21).
- F. Employees who return to work for the County Office after being gone one year or less, shall return to the salary schedule where they were when they left. All other employees will be treated as new employees and placed accordingly.
- G. The Superintendent retains the option of placing a new employee on the salary schedule no higher than step 4 based on directly relevant successful experience, except as set forth below. If the County places a new employee higher than step 4, a written notice shall be provided to CSEA which shall include: a summary of the directly relevant successful experience provided by the employee and the step and range placement on the salary schedule by the County. The written notice shall be provided within five (5) days of employee hire date. In order to receive experience, the employee must submit documentation to verify such experience to the HR Office prior to placement on the salary schedule.
- H. If a unit member holds a valid teaching credential or substitute permit and has agreed to substitute for a certificated employee, they will receive the hourly rate of Intern Column of the current Certificated Salary Schedule for the days and hours worked as a certificated employee.

## ARTICLE 17

### CONTINUING EDUCATION

- A. Continuing Education is the continuous purposeful engagement in study and related activities designed to achieve, retain and extend the high standard of the classified employees. For each approved Continuing Education activity, the County will allow the employee to choose between two incentive plans: (1) An annual stipend, (2) Payment of cost.
- B. In accordance with the requirements of this section, a permanent employee shall be granted a stipend of two hundred dollars (\$200) per year upon the successful completion of fifteen (15) semester units or the equivalent (15 hours equals one unit) of approved Continuing Education work. A permanent employee shall receive a second stipend of two hundred dollars (\$200) per year for a degree plus 15 units. (\*See Sample Calculation).
1. The Continuing Education activity must be job-related and result from attendance or participation at a college, community college, adult school, trade school, correspondence school, TV course, staff development program, or through education experiences, such as attendance at institutes, lectures, workshops or seminars sponsored by educational or professional associations.
  2. The Continuing Education activity must be related to the following skill areas:
    - a. Communication Skills (speech, English, writing, bilingual ability, etc.)
    - b. Interpersonal Relations Skills (supervision, management, psychology, sociology, etc.)
    - c. Technical Skills (typing, data processing, carpentry, computer technology, etc.)
  3. Advance approval of the Continuing Education activity must be obtained from the Executive Director of Human Resources before the work is begun. The employee shall submit in writing to the Executive Director of Human Resources sufficient information for an approval decision to be made. This information shall include, but not be limited to, the course or activity to be undertaken, the amount of time the employee will invest and the date of completion, the number of units to be earned, the relationship to the employee's work, and the institution or agency providing the course or experience. Courses are subject to the final approval of the Superintendent.
  4. Upon completion of the Continuing Education activity, written verification of successful completion shall be submitted to the Executive Director of Human Resources for approval. A grade of "C" or better or a grade of "Pass" is required in order to receive the credit for formal courses. Where written verification is difficult or impossible, the employee will meet in conference with the Executive Director of Human Resources to provide the necessary verification. Verification of completion must be accomplished on or before July 15, in order to receive the salary award during that fiscal year. The salary award will be added to the annual

salary at the beginning of the employee's work year and included proportionately with the regular monthly pay warrant thereafter. It is the employee's responsibility to notify the Human Resources Department when they have complete fifteen (15) units.

5. The employee will not be eligible for a salary award if any portion of the cost of the Continuing Education activity was borne by the County. Credit will not be approved if attendance/participation occurs during the employee's normal working day and/or the employee is paid for service to the County at the same time.
6. The employee must be working and not on leave of absence during the time the Continuing Education activity is undertaken.
7. Course work taken prior to or in progress at the time of initial employment will not receive credit for the purpose of Continuing Education.

**C. County Payment of Cost**

1. In accordance with requirements of this section, a permanent employee may request a one-time stipend of \$50 instead of salary credit for each unit completed up to a total of 15 units. Stipends will be paid once each year on September 30.

D. Employees currently receiving a Salary Schedule Credit stipend award according to the 2005/06 contract language will be "grandfathered." They will continue to receive the dollar amount for as long as they are employed with the County Office. This dollar amount will not increase as a percentage on the salary schedule. It will be the fixed amount that they are currently receiving on June 30, 2006.

**\*Sample Calculation**

\$200.00	15 Units	\$200.00	15 units
\$260.00	AA Degree	\$520.00	BA Degree
<u>\$200.00</u>	<u>15 Units Above AA</u>	<u>\$200.00</u>	<u>15 Units Above BA</u>
\$660.00	Annual Stipend	\$920.00	Annual Stipend

## ARTICLE 18

### FRINGE BENEFITS

- A. The County Office will contribute the following towards the monthly premium costs for each employee towards fringe benefits effective July 1, 2024.

Medical ( <i>Tiered</i> )	
Employee	\$ 558.00
Employee + 1	\$1,115.00
Employee + Family	\$1,447.00
Dental ( <i>Composite</i> )	\$ 113.00
Vision ( <i>Composite</i> )	\$ 22.00
Life	\$ 3.90

- B. The County Office will contribute towards a prorated share of fringe benefits for part-time employees who work twenty (20) hours per week or more. The prorated share will be based on the number of hours worked. The employee will be responsible for the balance.
- C. Employees who work less than 12 months per year will have an inflated monthly premium to cover 12 months of health benefits, which will be collected equally over 11 months. For employees who are hired after the school year starts, the premium will be collected over the months worked.
- D. Currently these benefits are being administered and reinsured through Tri-County Schools Insurance Group (TCSIG).
- E. Both parties are required to follow the rules and regulations of the carriers/administrators.
- F. The County Office will make available a Section 125 Plan effective July 1, 1998. All employees will have the option to participate.
- G. The County Office will participate in open enrollment each year between mid-April and mid-May and employees may choose which medical plan they wish to participate in the following fiscal year.
- H. As of July 1, 2008, all eligible employees will have an increased Life Insurance policy from \$10,000 to \$25,000.
- I. The Chapter President shall serve or designate (1) chapter member to serve as the representative of the chapter on any Employee Benefits Advisory Committee (when such a committee exists). The member shall be allowed release time to attend these meetings.

1 **ARTICLE 19**  
2 **FRINGE BENEFITS-RETIREEES, ET AL**

3 A. Recognition of 'Long Term' Service

4 The Superintendent would like to honor and reward staff who have provided long term  
5 and exemplary service.

- 6 1. Employees who have worked for County Office for thirty (30) years or more  
7 shall, after providing a written resignation or proof of retirement to the  
8 Superintendent, receive \$100 per year of service.  
9 2. The stipend shall be provided to the employee within sixty (60) days after the  
10 employee's last scheduled workday.

11 B. Employees who are retiring and are at least fifty-five (55) years of age, have been  
12 employed with the County Office the equivalent of at least fifteen (15) years full time  
13 immediately preceding their retirement, and are retiring under the provisions of a state  
14 retirement system will be provided with fringe benefits as described below:

- 15 1. Effective July 1, 2016, the County Office will pay a contribution equivalent to the  
16 employee only amount (as described in Article 18) for medical insurance for the  
17 retiring employee. The County Office will pay the contributions for the employee  
18 only premium for the dental and vision plan that is offered to regular employees  
19 in the same classification as the retiring employee. This total contribution may be  
20 used for the medical insurance plan of the retiree's choice, or for medical, dental  
21 and vision insurance, or to pay for medical insurance for the retiree and spouse.  
22 The retiree shall pay any additional premium that is above the contribution paid  
23 by the County Office.  
24 2. Retirees may participate in open enrollment when offered to regular employees.  
25 The County Office will send a letter to the retiree inquiring about the continued  
26 coverage during open enrollment. Retirees must notify the County Office if they  
27 plan to continue participating in the retiree benefit program by May 31<sup>st</sup> of each  
28 year.  
29 3. Retirees may select medical coverage only or all offered benefits. Retirees may  
30 not select dental or vision coverage without medical coverage. There is no life  
31 insurance coverage for retirees.  
32 4. The retiree may cover their spouse and/or dependents at their cost. The retiree  
33 shall make arrangements with the business office to pay the monthly premiums in  
34 advance. Coverage must be the same as that of the retiree.  
35 5. This provision shall cease on the last day of the month in which the retiree  
36 reaches age sixty-five (65). After age sixty-five (65), retirees may continue to  
37 purchase insurance at their cost through the carrier, if allowed.  
38 6. The parties are required to follow all rules and regulations of the  
39 carriers/administrators.

- 40 C. An employee who retires under a state retirement system, who is fifty-five 55 years of  
41 age, and who has worked the equivalent of fifteen (15) years full time for the County  
42 Office is eligible for paid health, dental and vision insurance until age sixty-five (65).
- 43 1. A retiree who meets these conditions and has been retired for six months, may be  
44 called upon to provide ten (10) days of service each year to the County Office in  
45 exchange for these health benefits until age sixty-five (65) unless:
- 46 a. The retiree cannot provide the services due to his/her health condition; or  
47 b. Since retirement the retiree has moved outside of the area (50 or more  
48 miles from the County Office).
- 49 2. Such service may include working as a substitute, on a special project, providing  
50 consultant services or other mutually agreed upon service that does not or would  
51 not displace a current classified employee. The retiree and County Office may  
52 also agree to a special project that the employee could do at home.
- 53 3. It is the retiree's responsibility to keep the County Office informed of their  
54 current permanent home address and phone number.
- 55 4. The County will contact the retired employee to coordinate such service. In the  
56 event that a retiree is unavailable (e.g. scheduled vacation, work schedule, etc.) or  
57 meets the criteria set forth in Section B.1.a. or Section B.1.b. the County will  
58 excuse the employee.
- 59
- 60 D. Retiring employees may participate in the fringe benefit plan at no cost to the County  
61 Office under the following conditions:
- 62 1. Retiree must have been employed with the County Office immediately preceding  
63 their retirement and be retiring under the provisions of a state retirement system  
64 (STRS or PERS).
- 65 2. Retirees may select medical coverage only or all offered benefits. Retirees may  
66 not select dental or vision coverage without medical coverage.
- 67 3. All coverage shall be discontinued upon premium delinquency.
- 68 4. The parties shall abide by all rules and regulations of the carriers/administrators  
69 involved.
- 70
- 71 E. Surviving spouses and dependents of employees will be eligible to continue the fringe  
72 benefit plan at no cost to the County Office under the following conditions:
- 73 1. The employee must have been employed full time by the County Schools for at  
74 least ten (10) years immediately preceding their death.
- 75 2. Fringe benefit coverage shall be the same as those in effect for regular full-time  
76 employees of the same classification (i.e. - classified) currently employed.
- 77 3. The surviving spouse or dependents may select medical coverage only or all  
78 offered benefits. Retirees may not select dental or vision coverage without  
79 medical coverage.
- 80 4. Unmarried children may continue fringe benefit coverage as long as they continue  
81 to meet the Internal Revenue Code definition of dependent.



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5. All coverage will be discontinued upon remarriage, premium delinquency, attaining eligibility for Medicare benefits, or failure to meet criteria for dependent status.
  6. Arrangements shall be made with the business office to pay the total premium costs for such benefits in advance on no less than a quarterly basis.
  7. The parties are required to follow all rules and regulations of the carriers/administrators involved.

**ARTICLE 20**  
**DURATION**

- A. The County Office and CSEA have reached an agreement through negotiations and will be in effect July 1, 2022 and shall continue up to and include June 30, 2025.
- B. The parties agree to reopen negotiations for the 2023-24 and the 2024-25 years. The parties shall reopen Article 16 Salary and Article 18 Fringe Benefits plus two (2) additional articles of each parties choosing.

## ARTICLE 21

### YEAR ROUND EDUCATION

#### A. Modified Work Year

1. The County Office of Education may implement cross-track schedules that allow all tracks equal access to assistants without increasing the number of duty days beyond that of other unit members (Rainbow Schedule).
2. The modified work year schedule may include four-day weeks and should provide for at least one vacation of four-week duration (if feasible).
3. The affected unit member and their administrator will mutually agree upon a schedule.

#### B. Staffing/Assignments

1. The assistant currently assigned to a program going on a YRE schedule has the option of remaining with the program, unless the assignment includes increased length of work year. If a YRE assignment includes increased length of work year, the position should be made available to all interested staff. The assignment should be made based on necessary skills and knowledge and seniority.
2. If an assistant assigned to a program going year round requests to transfer to a traditional schedule, the request must be submitted by March 15th. The position shall be made available to all interested staff. The assignment should be made based on necessary skills and knowledge and seniority.
3. Any new openings created due to transfers into year round education shall be filled according to the transfer article.
4. If current classified employees are not interested in year round education positions and vacancies exist, the YRE position will be assigned to new assistants as hired.
5. If #1 through #4 do not apply, if necessary, the involuntary transfer article may be implemented.

#### C. Termination of Year Round Program

- 1.1 If a district is converted from a year-round education program (YRE) calendar to a traditional calendar, any affected employee shall remain on the YRE pay plan for the remainder of the year in which YRE is operated.
- 1.2 Commencing July of the first full year YRE is not in operation, the employee may remain on the YRE pay plan (July to June) and elect to have funds withheld for the next summer. This election must be made by June 30 of the year YRE terminates. If the employee elects to have funds withheld for the next summer, the employee shall file a voluntary payroll deduction authorization to have 16 2/3% of their gross pay withheld for each of the twelve (12) monthly payroll periods which would be the equivalent of fourteen (14) equal payments.  
The employee may elect to have the County Office hold this amount to be paid on July 31 and August 31 of the next summer, receive three (3) payments in June or may

42 have deduction made to their financial institution. Once an employee makes this  
43 election, it shall not be revocable or altered.

44 In the event an employee leaves their employment and has received advanced salary  
45 payments, the employee shall reimburse the County Office for all such advanced  
46 salary payments for which the employee has not rendered service.

47 1.3 During the subsequent year, the employee shall convert to one of the salary options  
48 delineated in the salary article of the contract.

## ARTICLE 22

### SPECIALIZED HEALTH CARE

Specialized health care is defined as those procedures within The Green Book (current edition): Guidelines and Procedures for Meeting the Specialized Physical Health Care Services in California Schools by The School Nurses of California Foundation. All specialized health care needs will be coordinated by the School Nurse/Health Coordinator.

An employee who may serve a student requiring specialized health care procedures (as defined in the IEP) during regular school hours will receive prior training and ongoing direct/indirect supervision by someone trained to perform the procedure.

In the event that a person has received information and training, and he/she is apprehensive about performing the specialized health care procedure, that person should notify their immediate supervisor and school nurse. In that case, alternatives will be explored.

## ARTICLE 23

### PROGRESSIVE DISCIPLINE

This article shall not reduce the rights of any employee as provided by the Education Code or other applicable regulations or statutes. This article shall not reduce the rights of the employer to discipline, suspend and/or dismiss an employee as provided in the Education Code.

The parties will keep all information or proceedings regarding any actions or proposed actions pursuant to this Article confidential.

#### A. Cause for Discipline

The causes for discipline include:

1. Incompetency or inefficiency in the performance of duties of the position;
2. Insubordination (including, but not limited to refusal to do assigned work);
3. Carelessness or negligence in the performance of duty or in the care or use or county property;
4. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public;
5. Dishonesty;
6. Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;
7. Immoral or unprofessional conduct unbecoming to an employee of the County Schools Office;
8. Engaging in political activity during assigned hours of employment;
9. Conviction of a felony, any crime involving moral turpitude or any crime bringing discredit upon Yuba County Office of Education (YCOE);
10. Arrest of a sex offense as defined in Education Code;
11. Unauthorized or excessive absence and/or repeated tardiness;
12. Abuse of any leave privileges;
13. Falsifying any information supplied to the County Schools Office, including but not limited to, information supplied on application forms, employment records, or any other County record;
14. Persistent violation or refusal to obey safety rules or regulations applicable to public schools or public agencies;
15. Willful or persistent violation of the Education Code or any policies or regulations of the Yuba County Office of Education;
16. Abandonment of positions;
17. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position;
18. Knowingly providing verbal or written confidential information to individuals not entitled to such information.

## B. Progressive Discipline

1. The employer supports the concepts of “progressive discipline” to provide employees with the opportunity and assistance to correct their deficiencies and/or unacceptable behavior. However, not all steps are appropriate in every circumstance. The steps in “progressive discipline” include:

- Counseling Interview/Verbal Warning
- Written Warning
- Written Reprimand
- Involuntary Transfer
- Suspension Without Pay/Reduction in Pay
- Dismissal

In some instances, involving serious misconduct, the initial (and only) step will be dismissal. The steps to be applied in the “progressive discipline” process are reserved to the employer’s discretion based on a consideration of factors such as:

- Documented evidence of alleged deficiencies or behaviors
- Progressive notification of alleged violations and training offered for development and improvement
- The seriousness of the offense
- Whether it is repeated conduct
- The impact on students and the educational program, etc.

### 2. Steps of Progressive Discipline

The Supervisor’s accurate and timely reinforcement measures and the employee’s changes in performance or behavior are integral parts of the process of progressive discipline.

#### a. Counseling Interview/Verbal Warning

This is a basic step which should precede taking any corrective action. Counseling/Verbal Warning includes any formal discussion to assist an employee in fully developing their skills and abilities. The discussion may clarify the standards of performance or behaviors expected and, if deficiencies are present, assist the employee in bringing about improvement. The supervisor should record the date and content of the counseling interview for his/her personal record, however, such record at this step shall not be included in the employee’s personnel file.

#### b. Written Warning

A written warning is a formal notice to an employee that the counseling interview/verbal warning has been disregarded or the behavior or

90 performance warrants a written record. The supervisor and the employee  
91 shall meet to outline the change, which must take place in the employee's  
92 behavior or performance by a certain date in order that more severe  
93 disciplinary action may be avoided. The employee shall sign the warning  
94 to verify receipt of, but not necessarily agreement with, the written  
95 warning notice. The written warning shall be placed in the employee's  
96 personnel file and within ten (10) duty days, the employee may respond, in  
97 writing, to the warning to be attached to the written warning in their file.  
98

99 c. Written Reprimand

100  
101 A reprimand is official notification that the employee's behavior or  
102 performance is continuously and/or seriously below standard and that  
103 continuation or repetition of the unsatisfactory performance or behavior  
104 may result in suspension or dismissal. The employee will sign the  
105 reprimand to acknowledge receipt and a copy will be placed in the  
106 employee's personnel file with copies of the counseling notes, verbal  
107 warning notes and the written warning attached. The employee shall be  
108 informed of his/her right to answer, explain, correct or deny, in writing,  
109 any facts in questions and have his/her reply made a part of their personnel  
110 file within ten (10) duty days of receiving the written reprimand. A copy  
111 of an improvement plan will be provided at the same time the written  
112 reprimand is given to address any deficiencies.  
113

114 While it is a matter of supervisory judgment as to when a reprimand is  
115 justified, if a reprimand is given without first giving a verbal and a written  
116 warning, the supervisor should be prepared to show that the employee  
117 knew what was expected of him/her and the employee's actions justifies  
118 the reprimand.  
119

120 d. Suspension

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122 Due to the severity of a suspension, it is imperative that procedures be  
123 carefully followed. Depending on the seriousness of the infraction,  
124 suspension temporarily removes an employee from their duties without  
125 pay for up to fifteen (15) workdays as determined by the Superintendent.  
126 A notice of suspension must be made in writing and served in person or by  
127 certified mail upon the employee by the superintendent or designee. The  
128 notice of suspension shall contain:  
129

- 130 a. A statement of the specific acts or omissions upon which the action  
131 is based;
- 132 b. A statement of the cause(s) for which action is recommended;
- 133 c. The Education Code section, Superintendent policy, rule,  
134 regulation, or directive violated;



- d. Copies of the documentary evidence upon which the recommendation is based;
- e. Employee's rights to a Skelly hearing; and
- f. Employee's right to union representation.

e. Involuntary Transfer

An involuntary transfer to another program/site may be considered in lieu of dismissal. It is generally not appropriate in cases of misconduct.

f. Dismissal

A recommendation for dismissal will be issued by the Executive Director of Human Resources, and will contain:

- a. A statement of the specific acts or omissions upon which the action is based;
- b. A statement of the cause(s) for which action is recommended;
- c. The Education Code section, Superintendent policy, rule, regulation or directive violated;
- d. Copies of the documentary evidence upon which the recommendation is based; and
- e. Employee's rights to a Skelly hearing.

3. Improvement Plan

When appropriate during the disciplinary process an employee may be placed on an improvement plan. The purpose of the improvement plan is to assist employees to develop to their full potential and to assist employees in correcting performance or behavior. An improvement plan may include counseling, training and education. It must include specific recommendations for improvement, suggestions for achieving the recommendations, a specific timeline and the means to evaluate progress. Once an improvement plan is initiated, it must be followed through by both the supervisor and the employee.

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1 **ARTICLE 25**  
2 **TRAVEL AND REIMBURSEMENT**

- 3 A. Employees required to use their own automobiles in the performance of their assigned  
4 duties shall be reimbursed for mileage.  
5  
6 B. Exceptional traveling distances may merit differing consideration by the County  
7 Superintendent.  
8  
9 C. Mileage reimbursement rates shall be set according to the most current IRS rate in place  
10 January of each year.  
11  
12 D. The County Office will make mileage rate increase adjustments effective July 1 of the  
13 next fiscal year.  
14 In the event the January IRS rate is a reduction in the amount for mileage reimbursement,  
15 the recommended adjustment can be implemented prior to July 1.  
16 Exceptions will be made for categorical programs that determine maximum mileage rates  
17 within the program. The categorical mileage rate will be either the categorical rate  
18 allowed or the IRS rate, whichever is less.  
19  
20 E. To encourage attendance at job related meetings and conferences which will enhance  
21 County Office programs, and recognizing the constraints of program budgets, travel costs  
22 will be covered for employee through the following:  
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  - Use of county vehicle
  - 24 • Use of YCOE credit card to reimburse for gas actually used
  - 25 • Mileage reimbursement at the current rate

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## ARTICLE 27

### RECLASSIFICATION

#### A. Definition

The purpose of reclassification is to look at positions (not people) where duties and tasks have changed significantly and consistently, and such duties are not contemplated in the current job description. A reclassification may result in an upward change in salary range; however, it is not designed to provide additional compensation, or to reward the high-quality worker; it is not merit pay; an increase in the volume of work is not a valid reason for a reclassification. In the event of a salary range change due to reclassification, the unit member shall be placed at a salary in the new classification equal to that previously earned plus a minimum increase of five percent (5%) provided there are steps on the salary schedule to allow for an increase.

Reclassification to a new job shall not subject the unit member to probationary status.

#### B. Warranted Reclassification

Reclassification of a position may be warranted in the following circumstances:

1. If there is a significant proposed change in the types of duties and/or the level of responsibility in their current classification.
2. If there has been a gradual increase of duties in a job classification (and not a sudden change occasioned by a reorganization or the temporary assignment of completely new duties and responsibilities).
3. If the job description does not accurately reflect the current duties of the individual employee in the position.

Newly created classifications must be established for a period of at least one (1) year before reclassification can be considered.

#### C. Reclassification Process

1. A reclassification request is initiated by the unit member by completing the application.
2. All completed forms must be received by Human Resources between January 15<sup>th</sup> and January 31<sup>st</sup> to be considered for review within the same fiscal year. Forms (Appendix B) are available on the YCOE website [www.yubacoe.org](http://www.yubacoe.org). An emailed receipt acknowledgment generated by HR will be sent to the employee as confirmation within five (5) business days.
3. Once the application is received, HR will forward a copy of the reclassification application and the supervisor input form to the supervisor. The supervisor will have five (5) business days after receiving the input form to complete and return it to HR.

4. HR will forward complete applications including the supervisor's input to the CSEA Chapter President within five (5) business days of receiving the applications.
5. A date for the Reclassification Committee meeting will be scheduled by the CSEA President and HR Executive Director by February 15<sup>th</sup>.
6. The Reclassification Committee's final recommendation is due to the HR Executive Director by March 15<sup>th</sup>.
7. The member's reclassification application, the HR Director's recommendation, the supervisor's input, and the Reclassification Committee's recommendation are forwarded to the County Superintendent for consideration of the reclassification. Notification to the applicant will be sent no later than April 1<sup>st</sup>.
8. All unit members whose reclassifications are approved by the Superintendent shall receive the change in salary grade effective July 1<sup>st</sup> of the application year and processed by April 30<sup>th</sup> of the same year.

#### D. Reclassification Committee

To ensure an efficient, fair, and equitable reclassification system, the Reclassification Review Committee is composed of the following equal numbers of representatives from both the County and CSEA. A Committee consisting of three (3) CSEA representatives appointed by the CSEA Chapter President or designee, and three (3) County representatives, appointed by the Executive Director of Human Resources. CSEA and County members appointed shall be from three different departments/programs and be appointed on or before January 15<sup>th</sup>.

The Executive Director of Human Resources shall only facilitate the Reclassification Committee meeting, and will not participate in the Committee's recommendation or input.

1. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members may request additional information from the Employee or Supervisor before making their determination. Any additional requests for information shall be provided to the Committee within five (5) business days.
2. Committee members shall review and make each recommendation on each issue in front of the Committee.
3. The Superintendent reviews all the data submitted by the Reclassification Committee (the unit member's request, the unit member's supervisor's input, the Executive Director of Human Resource's recommendation, and the Reclassification Committee's Recommendation). The Superintendent shall render the final decision. The Superintendent's decision will be documented on the appropriate form.

89 E. Direct Conflict of Interest of Committee Member

90  
91 Any member with a “direct” conflict shall excuse him/herself from the Committee. The  
92 meaning of “direct conflict” is defined as follows:

- 93  
94 1. Any Committee member who is a relative as defined by Article 11, or any other  
95 conflict of interest as defined by Superintendent Policies.  
96 2. Any Committee member who occupies the same classification in the work site as  
97 the unit member being reviewed.  
98 3. Any Committee member who has the responsibility of immediate supervision of  
99 the unit member scheduled for review.  
100 4. Any Committee member whose own personal request is being reviewed by the  
101 Committee.  
102 5. An alternate shall be appointed by the appropriate party to fill the vacancy  
103 created by a recusal.

104  
105 F. Guidelines for Salary Placement Due to Reclassification

106  
107 In no event shall a reclassification result in a loss of pay for a classified unit member, and  
108 in no event shall the reclassification change the unit member’s hire date for the purposes  
109 of earning salary step increases.

# APPENDIX A CLASSIFIED SALARY SCHEDULE

## YUBA COUNTY OFFICE OF EDUCATION

Rob Gregor, Superintendent

### 2024/2025 Classified Salary Schedule

RANGE	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 10 Longevity	Step 15 Longevity	Step 20 Longevity	Step 25 Longevity
A	18.01	18.85	19.74	20.66	21.61	22.63	24.78	24.89	26.02	27.16
B	18.29	19.11	19.92	20.88	21.72	22.76	23.90	25.04	26.18	27.31
C	19.09	20.00	20.90	21.90	22.92	23.97	25.17	26.36	27.57	28.77
D	22.11	23.06	24.19	25.31	26.47	27.74	29.12	30.52	31.90	33.29
E	23.43	24.51	25.80	27.08	28.41	29.84	31.32	32.83	34.31	35.81
F	23.53	24.66	25.88	27.17	28.58	29.94	31.44	32.94	34.44	35.93
G	26.16	27.48	28.84	30.27	31.79	33.37	35.05	36.72	38.38	40.05
H	28.73	30.12	31.65	33.24	34.94	36.76	38.60	40.44	42.27	44.12
I	33.97	35.67	37.46	39.34	41.31	43.38	45.54	47.72	49.89	52.06
J	36.51	38.35	40.25	42.26	44.40	46.61	48.94	51.28	53.60	55.94
K	51.57	54.14	56.83	59.68	62.67	65.78	69.07	72.36	75.66	78.95

- 1.5% added to 2023/2024; Step Increase
- Re-benching of certain designated classification

#### STIPEND INFORMATION:

- Degree Stipends:
  - AA \$300
  - BA \$600
  - MA \$1,200
- American Sign Language (ASL): 5% of employee's normal salary (if providing direct sign support for a student with a DHH disability)
- Intervener: 5% of employees' normal salary (any employee who completes the course/training to receive the Intervener certificate (if providing direct support to a student with a deaf blind disability))
- Bilingual/Interpreting: 2.5% of employee's normal salary (Employee must pass bilingual/interpreting test provided by the County)
- Speech Language Pathology Assistant (SLPA): \$1,000

6/27/2024



# CLASSIFIED JOB TITLES

## YUBA COUNTY OFFICE OF EDUCATION

Rob Gregor, Superintendent

### 2024/2025 Classified Salary Schedule

Range A	Campus Sup/Food Srv Asst I Child Care Aide Clerk Receptionist TEC Aide	Range D	Accounting Tech Attendance Tech Computer Tech I-Fiscal Supp Human Resources Tech I.T. Tech I Maintenance Tech Asst/Mail Courier Para Educator - Special Ed - Speech - VI Registered Behavior Tech Secretary	Range G	Academic, College & Career Advisor Budget Analyst Help Desk Specialist Licensed Vocational Nurse Maintenance Tech Prevention Assistant Quality Improvement Specialist Speech/Language Asst (SLPA) Training/Employment Counselor II Vocational Training Counselor II
Range B	Health Assistant			Range H	Business Serv. Representative Prevention Specialist Technology Systems Tech II Training/Employment Counselor III
Range C	Brailist Campus Sup/Food Srv Asst II Custodian Custodian/Mail Courier Para Educator - Alt Ed - Construction - Library Resource Training/Employment Counselor I Youthbuild Helper	Range E	Child Devel Tech I Crew Supervisor FRC Assistant Job Developer Vocational Training Counselor	Range I	I.T. Tech III-Admin I.T. Tech III-Analyst
		Range F	Accountant-Financial Accountant-Payroll I.T. Tech II Instructional Technology Spec Program Secretary Student Info System Data Spec	Range J	Network Support Engineer Educational Caseworker
				Range K	Marriage and Family Therapist Occupational Therapist Student Support Mental Health Counselor

#### STIPEND INFORMATION CONTINUED:

- Service Year Longevity Stipend with YCOE will be prorated based upon FTE as defined by their work assignment as is set forth below:

- 10 to 14 years = \$500/year
- 15 to 19 years = \$1,000/year
- 20 to 24 years = \$1,500/year
- 25 to 29 years = \$2,000/year
- 30 + years = \$2,500/year

# APPENDIX B

## CLASSIFIED EMPLOYEE RECLASSIFICATION

Yuba County Office of Education

### Classified Employee Reclassification Application

**Instructions: All questions must be answered.**

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_ Worksite: \_\_\_\_\_

Current Job Title: \_\_\_\_\_ Salary Range: \_\_\_\_\_

Classification title in which you believe you are currently working: \_\_\_\_\_

Time in Current Position: \_\_\_\_\_ Years \_\_\_\_\_ Months Months worked per year: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Supervisor Title: \_\_\_\_\_

*Supervisor will be contacted for their separate input.*

**Please answer each question as thoroughly as possible.**

(If additional space is needed in any section of this form, attach a separate sheet.)

1. Describe the duties performed that you believe fall outside of your current job description:

2. List duties that you are performing that are in a higher classification or equal classification that are not in the job description of your current classification.

3. How long have you been performing such duties? Were you assigned these duties by someone or do you feel they were part of your job?

Yuba County Office of Education  
Classified Employee Reclassification Application

4. Describe any changes in the level of supervision or autonomy of your current position:

5. Has the nature and level of discretion the position requires increased significantly? Please explain:

6. Describe any specialized education, training, skills, certificates, or licenses required to perform your duties:

7. Has there been any significant change in the relationships with people including the extent and difficulty level of contact with other employees, parents, and members of the public?

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**TO BE COMPLETED BY RECLASSIFICATION COMMITTEE**

EXPLANATION OF RECOMMENDATION\_\_\_\_\_

Date \_\_\_\_\_

1  
2

## APPENDIX C MEMORANDUM OF UNDERSTANDING

3  
4  
5  
6  
7  
8  
9

### MEMORANDUM OF UNDERSTANDING BETWEEN THE YUBA COUNTY OFFICE of EDUCATION AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #705

10 This Memorandum of Understanding (MOU) between the Yuba County Office of Education  
11 YCOE (YCOE) and the California School Employees Association and its chapter #705 (CSEA),  
12 collectively known as the “Parties”, is to memorialize AB 119. This MOU shall remain in full  
13 force and effect from the date this Agreement is signed for so long as in compliance with and  
14 required by law.

15  
16

#### 1. YCOE NOTICE TO CSEA OF NEW HIRES

- 17  
18 a) The YCOE shall provide CSEA President/LRR notice of any newly hired employee,  
19 within ten (10) days of date of hire, via an electronic mail. Please include the following  
20 information: full legal name, date of hire, classification, and site.  
21

22

#### 2. EMPLOYEE INFORMATION

- 23  
24 a) “Newly hired employee” or “new hire” means any employee, whether permanent, full  
25 time, part time, hired by the YCOE. It also includes all employees who are or have  
26 been previously employed by the YCOE and whose current position gives them the  
27 ability to join the bargaining unit represented by CSEA. For those latter employees, for  
28 purposes of this article only, the “date of hire” is the date upon which the employee’s  
29 employee status changed such that the employee was placed in the CSEA unit.  
30  
31 b) The YCOE shall provide CSEA with contact information on the new hires. The  
32 information will be provided to CSEA Headquarters electronically via a mutually  
33 agreeable secure FTP site or service, on the last working day of the month in which  
34 they were hired. This contact information shall include the following items, with each  
35 field in its own column:  
36  
37 i. First Name;  
38 ii. Middle initial;  
39 iii. Last name;  
40 iv. Suffix (e.g. Jr., III)  
41 v. Job Title;  
42 vi. Department;  
43 vii. Primary worksite name;  
44 viii. Work telephone number;

- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Birth date;
- xv. Employee ID;
- xvi. CalPERS status (Y/N);
- xvii. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the YCOE.

- c) Periodic Update of Contact Information: The YCOE shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA Headquarters electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed 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. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth date;
- xvii. Employee ID;
- xviii. CalPERS status (Y/N);
- xix. Hire date.

### 3. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, 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.

- 91 b) The YCOE shall provide CSEA mandatory access as set forth below: CSEA shall  
92 receive not less than ten (10) days' notice in advance of the August orientation, except  
93 that a shorter notice may be provided in a specific instance where there is an urgent  
94 need critical to the YCOE's operations that was not reasonably foreseeable.  
95
- 96 i. In August of each school year, YCOE conducts a group orientation, CSEA shall  
97 have one (1) hour of paid release time for two (2) CSEA representatives,  
98 including the Chapter President or designee, to conduct the orientation session.  
99 Said release time shall not be counted against the total release time contained  
100 elsewhere in the collective bargaining agreement. The CSEA Labor Relations  
101 Representative may also attend the orientation session.  
102
- 103 ii. One time per month CSEA may hold an orientation meeting on YCOE property.  
104 CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA  
105 representative to conduct orientation session outside of instructional time. Said  
106 release time shall not be counted against the total release time contained  
107 elsewhere in the collective bargaining agreement. The CSEA Labor Relations  
108 Representative may also attend the orientation session.  
109
- 110 iii. Employees shall be paid thirty (30) minutes to attend one (1) CSEA orientation  
111 meeting.  
112
- 113 c) The YCOE shall include the CSEA membership application and a CSEA provided link  
114 for an electronic application, in any employee orientation packet of YCOE materials  
115 provided to any newly hired employee. CSEA shall provide the copies of the CSEA  
116 membership applications to the YCOE for distribution.  
117
- 118 d) During CSEA's orientation session, no YCOE manager or supervisor or non-unit  
119 employee shall be present.  
120

#### 121 Grievances/Arbitrations

122

123 Except as outlined below, Article XV of the Collective Bargaining Agreement shall apply to any  
124 alleged violation, misinterpretation, or misapplication of the MOU between the YCOE and  
125 CSEA.  
126

- 127 1. The definition of a grievant: Only CSEA and its chapter #705 can be the grievant, not an  
128 employee.  
129

#### 130 2. Process

131

##### 132 Step 1

133 In the event that CSEA alleges a violation, misinterpretation, or misapplication of this  
134 MOU regarding AB 119, CSEA and the YCOE shall meet within ten (10) calendar days  
135 to informally resolve the issue/conflict.

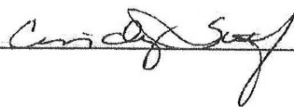


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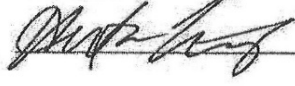

Step 2

If CSEA and the YCOE are unable to reach an agreement in Step 1, the Compulsory Arbitration Process set forth in the Government Code §3557 shall apply.

For YCOE:

 01-31-18  
Date  
  
\_\_\_\_\_  
Date

For CSEA:

 1/31/18  
Date  
  
 2/1/2018  
Date

## **SALARY AND BENEFITS NEGOTIATIONS HISTORY**

<b><u>YEAR</u></b>	<b><u>SALARY</u></b>	<b><u>BENEFITS</u></b>
2007/08	3%	Cap increase \$48.00
2008/09	2% and 1 Discretionary Day	
2009/10	2%	
2010/11	0% and 3 furlough days	
2011/12	0%	Cap increase of \$109.00
2012/13	0% and one-time off schedule \$1,000.00 prorated	
2013/14	5%	Cap increase \$48.00
2014/15	4.3% and AA, BA and MA Stipend	Tiered Cap
2015/16	4%	Cap increase of 5%
2016/17	1.4%	Cap increase of 1%
2017/18	0% and one-time off schedule \$1325.00 prorated	
2018/19	5% and additional negotiated annual step increases	
2019/20	4% and RCC moved to the Classified Salary Schedule	
2020/21	0%	
2021/22	5%	
2022/23	6.5%	
2023/24	8.25%	Cap increase of 11%
2024/25	1.5% and YCOE Years of Service Longevity Stipend	Cap increase of 8.5%

## DEFINITIONS – CLASSIFIED

**FULL TIME** – All County Office classified employees, except Instructional Assistants, working five (5) days per week (Monday through Friday) for seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week. Instructional Assistants are considered full time when they work five (5) days per week (Monday through Friday) for a minimum of six (6) hours per day and thirty (30) hours per week.

**PART TIME** – All County Office classified employees working less than the minimal full time requirement.

**SHORT TERM** – An individual hired/employed by the County Office for a specific and/or special project(s) required to meet unforeseen or emergency situations and that will not be needed on an ongoing basis.

**CONTRACTOR** – An individual or firm hired to perform a specific scope of work for an agreed upon sum. The individual or firm must meet the IRS regulations for contractors.

**COLA** – Cost of Living Adjustment as determined by the State of California.

**RECLASSIFICATION** – A procedure to reclassify a position(s) due to significant changes in an employee's job description and/or increased job responsibilities.

**PERS** – Public Employees Retirement System

**PROBATIONARY PERIOD** – A twelve-month uninterrupted period of service from the date of employment during which time job fitness is determined.

**TEMPORARY/SUBSTITUTE** – An employee who replaces a regular employee who is absent from their duties.

**CONCURRENT** – Occurring at the same time.

**CONSECUTIVE** – Continuous or one following the other.

**DAY** – Any day the central office is open for business.

**DUTY DAY** – Any day(s) during which any employee is required by contract to render service.

**INSTRUCTIONAL DAY** – Any day that pupils are present for instruction.

**DIFFERENTIAL PAY** – An employee's regular salary minus the salary paid to a substitute with exceptions noted in relevant articles of the negotiated contracts.


**PERMANENT** – An employee who has successfully passed the required probationary period.

**DISCRETIONARY DAY** – A full day off with pay to be used at the employee's discretion.

## SIGNATURE PAGE

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Yuba COE Chapter #705

By:

  
Chapter President

Hector Muñoz  
Print Name

7/16/2024  
Date

FOR THE YUBA COUNTY OFFICE  
OF EDUCATION

By:

  
Superintendent

Ros Greco  
Print Name

7/16/2024  
Date

By:

  
CSEA Labor Relations Representative

Rachel Kennedy  
Print Name

7/24/24  
Date