

# **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**

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

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**ARTICLE 2**  
**RECOGNITION**

- A. The Superintendent and the Governing Board recognize the California School Employees Association and its Yuba County Office of Education Chapter #705 as the exclusive representative of all classified employees - excluding management, confidential and supervisory employees - for the purpose of representation as defined in Government Code §3540-3549 inclusive, hereinafter referred to as the "Act."
- B. Individuals represented by the Association shall be referred to as employees for purposes of clarification.

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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.

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## ARTICLE 4 ASSOCIATION RIGHTS

3 A. CSEA has all the rights granted an exclusive representative by Government Code  
4 §3543.1.

5  
6 B. Meetings with Unit Members

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8 1. Grievance and Disciplinary Meetings

9  
10 CSEA shall have the right to reasonable access to areas in which employees work  
11 to meet with unit members for purposes of grievances and/or disciplinary matters.  
12 Unit members shall enter their absence in the absence management system for  
13 these meetings at least twenty-four hours in advance.

14  
15 2. General Site Visits

16  
17 CSEA shall have the right to reasonable access to areas in which employees work  
18 to meet with unit members, provided such access is accomplished during break,  
19 lunch or before/after workday. CSEA must give two business days' notice to the  
20 Superintendent that they intend to conduct business on the job site. Such notice  
21 shall designate the specific site. The Superintendent will notify the site/program  
22 supervisor.

23  
24 3. Monthly Employee Orientation Meeting

- 25  
26 a. One time per month CSEA may hold an orientation meeting on YCOE  
27 property. CSEA shall have thirty (30) minutes of paid release time for one  
28 (1) CSEA representative to conduct orientation session outside of  
29 instructional time. Said release time shall not be counted against the total  
30 release time contained elsewhere in the collective bargaining agreement.  
31 The CSEA Labor Relations Representative may also attend the orientation  
32 session.
- 33  
34 b. Employees shall be paid thirty (30) minutes to attend one (1) CSEA  
35 orientation meeting.
- 36  
37 c. These orientation meetings do not diminish all other New Employee  
38 Orientation rights under AB119 and SB191.

39  
40 C. Access to Facilities

41  
42 CSEA shall have the right to access areas in which employees work, the right to use  
43 County Office bulletin boards, mailboxes, and other means of communication, subject to  
44 reasonable regulation. As well as the right to use County Office buildings, facilities and

45 equipment at reasonable times, when not otherwise in use, for the purpose of CSEA  
46 business concerned with the exercise of the rights guaranteed by this chapter, at no  
47 charge.  
48

49 D. Each chapter negotiation team shall be given reasonable release time set forth below:  
50

51 1. Negotiation Preparation:  
52

53 a. Successor Negotiations: Up to forty-five (45) hours, per negotiation cycle  
54 for preparations outside of scheduled times with the County. The release  
55 time may only be taken with five (5) days advance notice to the  
56 department head. The notice may be waived by mutual consent.  
57

58 b. Re-Opener Negotiations: Up to thirty (30) hours, per negotiation cycle.  
59 The release time may only be taken with five (5) days advance notice to  
60 the department head. The notice may be waived by mutual agreement.  
61

62 2. Negotiations:  
63

64 a. For scheduled negotiation sessions.  
65

66 b. Two (2) hours to be used either before, after, or split on the same day as  
67 any scheduled negotiation session for Successor or Re-Opener  
68 negotiations. This time does not count against any other bank of release  
69 time. If scheduled negotiations are virtual, travel time shall not exceed  
70 thirty (30) minutes in one direction.  
71

72 c. Any caucuses, lunch or breaks during scheduled negotiations sessions  
73 shall not count against any release time bank.  
74

75 3. When either Negotiations or Negotiations Preparation last beyond scheduled work  
76 times, employee representatives shall not be given compensatory time for the  
77 amount of time spent meeting and negotiating and shall not be paid overtime.  
78

79 E. The chapter's negotiation team will consist of up to five (5) chapter representatives to  
80 participate in scheduled negotiation sessions. Each negotiation team member will receive  
81 release time to participate during scheduled and/or assigned working hours.  
82

83 F. The Chapter President, or their designee, shall be entitled to seventy (70) hours of paid  
84 leave for the purpose of conducting CSEA business. This leave may only be taken with  
85 five (5) days advance notice. The notice may be waived by mutual consent. Additional  
86 days may be approved by the Superintendent at his/her discretion.  
87

88 G. The County Office shall comply with Education Code section 45210.  
89

- 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.

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## ARTICLE 5 EMPLOYMENT STATUS

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

12  
13 A permanent employee who accepts a position in a different classification shall be required to  
14 serve a six (6) month probationary period as provided for in the transfer article.

15  
16 An employee who is laid off and is subsequently reemployed shall be fully restored to their class  
17 with all rights to permanent status according to Article 13.

18  
19 At least two (2) weeks before the date upon which the probationary period ends, the non-  
20 permanent employee shall be informed of his/her retention or dismissal. This rule shall not act in  
21 any way to limit the right of the County Office to dismiss a probationary employee at any time  
22 during the six-month period.

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## ARTICLE 6 HOURS AND OVERTIME

- 3 A. The normal work week shall consist of five (5) consecutive days, Monday through  
4 Friday.  
5  
6 B. The duty day schedule for each classified position shall be designated by the County  
7 Office based on program needs.  
8  
9 C. The work year for twelve (12) month employees shall be 257 days. Vacation and  
10 holidays are included in the 257-day count. Employees that work less than twelve (12)  
11 months, but more than instructional days will have the number of workdays stipulated on  
12 their annual contracts.  
13

14 The work year for classified instructional employees shall be 182 duty days. This  
15 includes 180 student days and two pre-service/staff preparation days. The duty day shall  
16 be designated by the County Office for each classified position.

- 17 1. For full-time Paraeducators, the length of the duty day, as determined by the  
18 County Office, is based upon a minimum of six (6) hours per day (30 hours per  
19 week).  
20 2. Attendance at required meetings/trainings (e.g. CPI) may extend the duty day  
21 beyond six (6) hours. If the duty day is extended beyond an employee's normally  
22 scheduled time, a timesheet shall be completed and submitted to the supervisor.  
23 Any additional time worked shall be compensated.  
24  
25 D. Upon notification, full-time instructional assistants may leave after student departure and  
26 completion of professional duties and responsibilities. The employee and the site  
27 administrator will mutually agree on the method of notification.  
28  
29 E. Employees shall be entitled to an unpaid uninterrupted lunch period of not less than  
30 one-half (1/2) hour.  
31  
32 F. Employees shall be entitled to breaks as scheduled by the immediate supervisor at the  
33 rate of fifteen (15) minutes per three and one-half (3 ½) consecutive hours worked and, if  
34 practical, shall be in the middle of each work period.  
35  
36 G. Authorization for overtime work must have the approval of the department head.  
37 Overtime is defined to include time worked in excess of seven and one-half (7 ½) hours  
38 in a day or in excess of thirty-seven and one-half (37 ½) hours in a calendar week.  
39 Overtime is compensated for overtime worked at one and one-half (1 ½) times their  
40 regular rate of pay up to twelve (12) hours per day and on the 6<sup>th</sup> day of the week.  
41 Overtime in excess of twelve (12) hours per day or working on the 7<sup>th</sup> day of the week  
42 shall be compensated at two times (2x) their regular rate of pay.  
43

- 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.)

1 **ARTICLE 7**  
2 **HOLIDAYS**

3 A. The County Office shall provide employees the following paid holidays:  
4

5 12 Month Employees

5 10 Month Employees

6 Independence Day

6 Labor Day

7 Labor Day

7 Admission Day (refer to E)

8 Admission Day (Refer to E)

8 Veterans Day

9 Veterans Day

9 Thanksgiving Day

10 Thanksgiving Day

10 Day after Thanksgiving

11 Day after Thanksgiving

11 Christmas Eve

12 Christmas Eve

12 Christmas Day

13 Christmas Day

13 New Year's Eve

14 New Year's Eve

14 New Year's Day

15 New Year's Day

15 Martin Luther King Day

16 Martin Luther King Day

16 Lincoln's Birthday

17 Lincoln's Birthday

17 Presidents Day

18 Presidents Day

18 Memorial Day

19 Memorial Day

20 Juneteenth  
21  
22

23 B. When any of the above fall on a Sunday, the following Monday shall be deemed the  
24 holiday. If any of these fall on a Saturday, the preceding Friday shall be deemed the  
25 holiday.  
26

27 C. Any day appointed by the President of the United States, or the Governor of California as  
28 provided for in the Education Code.  
29

30 D. To receive pay for holidays, an employee must be in a paid status on a workday  
31 immediately preceding or succeeding the holiday per Ed Code 45203. A ten (10) month  
32 employee that provides ESY services will be entitled to a paid holiday to the extent that  
33 the requirements in Ed Code 45203 are met. Pay for a holiday during ESY will be  
34 calculated based upon the number of hours worked the day immediately preceding the  
35 holiday.  
36

37 E. The Friday before or Monday after Easter Sunday will be a holiday in lieu of Admission  
38 Day. The date will be determined by the school calendar.  
39

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

1 **ARTICLE 8**  
2 **VACATIONS**

3 Eligibility

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

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

22  
23 Rate of Accrual

- 24 • For years 0 through 5, full-time employees shall be entitled to one (1) day  
25 earned vacation per month.
- 26 • For years 6 through 10, full-time employees shall be entitled to one and one-  
27 quarter (1 ¼) days per month.
- 28 • For years 11 through 15, full-time employees shall be entitled to one and one-  
29 half (1 ½) days per month.
- 30 • For years 16 and beyond, full-time employees shall be entitled to one and  
31 three fourth (1 ¾) days per month.
- 32
- 33 1. Less than seven and one-half (7 ½) hour day employees shall earn vacation on a  
34 prorated basis.
- 35
- 36 2. Ten (10) or eleven (11) month employees shall earn vacation based on “B” above  
37 on a prorated basis.
- 38
- 39 3. Paid vacation shall be taken no later than the fiscal year following the year in  
40 which it is earned. In the event that a unit member exceeds their paid vacation  
41 accrual:  
42

- 43 a. The County may schedule vacation for the unit member; or  
44 b. Under extenuating circumstances, a unit member may request from the  
45 Superintendent to carry over additional vacation hours to the next  
46 school year. The request must include a plan to use the vacation  
47 hours.  
48
- 49 4. A holiday falling within a vacation period shall not constitute a vacation day.  
50
- 51 5. Upon separation from service/employment, employees are entitled to a lump sum  
52 payment for any earned vacation not used.  
53

54 Vacation Scheduling

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

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## ARTICLE 9 TRANSFERS

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

5  
6 When unit members assigned to a department or program are moved (or their respective  
7 operations are moved) to another geographic location, they are not considered to have been  
8 transferred.

9  
10 A. Posting

- 11  
12 1. For purposes of this Article, the terms “Post” or “Posting” shall mean electronic  
13 posting system (e.g. EdJoin) coupled with a County electronic communication (e.g.  
14 email) to all bargaining unit members.
- 15 2. The posting shall include the following information assigned to the position:  
16 a. Job title and description;  
17 b. Deadline to apply;  
18 c. Assigned job site (for lateral and promotion postings)  
19 d. Number of hours per day, days per week, and days per year;  
20 e. Salary range.
- 21 3. All postings will be open for a minimum of five (5) business days, unless posting  
22 occurs within two (2) weeks of the first day of the instructional school year, then the  
23 posting shall not be posted for less than four (4) days.

24  
25 B. Lateral Transfers

- 26  
27 1. Unit members requesting a lateral transfer must:  
28 a. Complete the electronic posting system application by the end of the third (3)  
29 day of posting. No resume or letters of reference are required for lateral  
30 transfers.  
31 b. Currently work in the same classification, regardless of hours; and  
32 c. Be in permanent status.
- 33 2. The County will review transfer requests from bargaining unit members after the third  
34 day of posting, before considering any other unit member or external candidate.  
35 Requests for lateral transfers are not automatically approved and shall be considered  
36 according to the following criteria:  
37 a. Countywide program needs;  
38 b. Agreement of department head(s) and the Executive Director of Human  
39 Resources;  
40 c. Seniority; and  
41 d. Participation in the interview process, if applicable.
- 42 3. Seniority will remain with the transferred employee into the new position.  
43 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

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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.

97 F. Voluntary Demotion

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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.)

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## ARTICLE 10 EVALUATION PROCEDURES

3 A. Probationary Employees

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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.

16 B. Permanent Employees

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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.

39 C. Permanent Employee Evaluation Process/Timeline

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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

- 45 process shall include, ongoing observation of the employee, and a conference  
46 reviewing the written summary of the evaluation.
- 47 2. No elements of the evaluation form should be marked “Unsatisfactory”  
48 unless, prior to the scheduled evaluation, the area(s) identified for growth  
49 have been observed and discussed with the employee.
- 50 3. The scheduled evaluation process must be completed no later than May 1<sup>st</sup>. If  
51 extenuating circumstances arise, the employee and department head may  
52 mutually agree to extend the date.
- 53 4. Continuing administrative support and feedback to staff will include, but not  
54 be limited to; Walk-throughs, informal observations, participation in staff  
55 meetings, review of records, performance of related duties and  
56 responsibilities, and professional growth activities.
- 57 5. Evaluations will be based on the following criteria:  
58  
59 a. Quality of Work  
60 b. Quantity of Work  
61 c. Work Habits  
62 d. Work Attitude  
63 e. Personal Qualities  
64 f. Communication  
65 g. Professional Growth  
66 h. Support to students in learning environment  
67 i. Employees who coordinate work of other employees  
68 j. Additional evaluation criteria relevant to employee's job and  
69 responsibilities
- 70 6. If any unsatisfactory or satisfactory with recommendations areas are noted,  
71 the evaluator shall be responsible for establishing with the employee a  
72 program of assistance, which will include recommendations for improvement.  
73 Assistance may include, but not be limited to observations, training,  
74 administrative feedback and colleague support.

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## ARTICLE 11 LEAVES

3 A. Sick Leave

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

36  
37 B. Extended Illness

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

42 employee's regular salary. The paid sick leave authorized under such a rule shall be  
43 exclusive of any other paid leave, holidays, vacation, or compensating time to which the  
44 employee may be entitled. (100 working days and 50% language effective July 1, 2023)

45 If an employee is still unable to assume the duties of their position at the conclusion of all  
46 leaves of absence (paid or unpaid), they shall be placed on a reemployment list for a  
47 period of 39 months. If the employee is medically able to assume the duties of their  
48 position as certified by their physician at any time during the 39 months, they shall be re-  
49 employed into the first vacancy in the classification of their previous assignment. The  
50 reemployment shall take preference over all other applications except for those laid off  
51 for lack of work or funds, in which case they shall be ranked according to seniority.

52 Upon resumption of their duties, the break in service will be disregarded and they shall be  
53 fully restored as a permanent employee.

54  
55 C. Personal Necessity

56 1. Employees are entitled to leave for personal necessity not to exceed twelve (12)  
57 days per year and which shall be charged against sick leave. Personal necessity  
58 will be prorated for employees who work less than twelve (12) months or a full-  
59 time contract.

60 2. Personal necessity days are non-accruable.

61 3. Personal necessity is only available if the unit member has accrued sick leave to  
62 draw from.

63 4. Use of personal necessity leave shall be as follows:

64 a. Death, Serious Illness or Accident

65 (1) Any days of absence for illness or injury earned in Section A.  
66 above for the following reasons (Education Code §45207):

- 67 • Death or serious illness of a member of his or her  
68 immediate family.
- 69 • Accident, involving his or her person or property, or the  
70 person or property of a member of his or her immediate  
71 family.
- 72 • Appearance in any court or before any administrative  
73 tribunal as a litigant, party, or witness under subpoena  
74 or any order made with jurisdiction.

75  
76 (2) Permission to Use

77 Advance permission is not required for this leave. The employee  
78 shall, however, advise his/her supervisor of the circumstances as  
79 soon as reasonably possible and shall report the absence using  
80 the Absence Management System as soon as possible. The  
81 reason for the use must be stated in the System.

82 b. Emergency

83 Leave pursuant to this article shall be limited to circumstances that are  
84 an emergency in nature.

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

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

93 (2) Permission to use:

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

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

101  
102 c. Personal

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

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

115 (2) Personal Leave may not be taken for:

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

122 (3) A unit member may take such leave if he/she has the four (4)  
123 days of Personal Leave (sick leave) available and has reported  
124 the absence in the Absence Management System at least five (5)  
125 days in advance. The reason for the use must be stated in the  
126 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

- 214 (30) days' advance written of the need to take PDL.  
215 c. The length and term of the leave of absence shall be determined by the  
216 employee and the employee's physician but shall not exceed the term set  
217 forth in Government Code § 12945.  
218 d. Disabilities caused or contributed to by pregnancy, childbirth, or a related  
219 medical condition, for all job-related purposes, temporary disabilities and  
220 shall be treated as such under health or temporary disability insurance or  
221 sick leave plan available in connection with employment by the County.  
222 e. The leave will terminate upon a doctor's release stating the employee may  
223 return to work.

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

- 225 a. Employees may unilaterally elect to utilize twelve (12) workweeks for  
226 maternity/paternity leave during the 12-month period beginning the date  
227 after the birth of the unit member's child, or the placement of a child with  
228 the employee in connection with the adoption or foster care of the child by  
229 the employee pursuant to Government Code § 12945.2.  
230 b. When an employee has exhausted all available sick leave, including all  
231 accumulated sick leave, and continues to be absent from his or her duties  
232 on account of parental leave pursuant to § 12945.2 of the Government  
233 Code, he or she shall be entitled to take the remaining portion of the  
234 twelve (12) weeks on differential pay as set forth in Education Code §  
235 45196.1.  
236 c. The twelve (12) weeks do not need to be taken consecutively.  
237 d. The basic minimum duration of the leave shall be two (2) weeks.  
238 However, an employer shall grant a request for a CFRA leave of less than  
239 two (2) weeks' duration on any two (2) occasions and may grant requests  
240 for additional occasions of leave lasting less than two (2) weeks.

241 3. Child Rearing Leave

- 242 a. Upon the exhaustion of the leave set forth in Paragraphs I.1. and I.2.  
243 above, a unit member may request child rearing leave as set forth below.  
244 Such leave will be granted at the discretion of the County.  
245 b. Such leave shall be in effect up to one (1) full year.  
246 c. The employee shall request this leave at least forty (40) work days prior to  
247 the anticipated date on which the leave is to commence.  
248 d. If the leave is for a full year, ten (10) month employees only must notify  
249 the County Office of his/her intent to return or to resign no later than April  
250 15.  
251 e. If the leave is approved, the employee shall be entitled to continue the  
252 total fringe benefit package at their cost during the leave, return to the  
253 same position which they held immediately prior to commencement of the  
254 leave if it still exists or one for which they are qualified, and to the salary  
255 schedule on the appropriate step.

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

258

259 J. Personal Family Illness Leave

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

267

268 K. Discretionary Days

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

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

276

277 L. Family Care and Medical Leave

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

287

288 M. Misuse of Leave

289 1. Unauthorized leave is defined as intentional non-performance of any duties and  
290 responsibilities assigned by the County Office.

291 2. Unauthorized leave shall include refusal to provide service, misuse of any leave  
292 benefits and/or non-attendance at required meetings.

293 3. Employees who have shown a history of misuse of leave shall be subject to  
294 progressive discipline as set forth in Article 23.

295

N. Military Leave

296 An employee shall be entitled to any military leave provided by law and shall retain all  
297 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.

1  
2

## ARTICLE 12 SAFETY

- 3 A. Employees are required to be safety conscious in their own actions and to report unsafe  
4 or unhealthy conditions to their department head.  
5
- 6 B. Upon receiving written notice of an alleged unsafe or unhealthy condition, the  
7 department head will have the responsibility of determining if, in fact, an unsafe or  
8 unhealthy condition exists.  
9
- 10 C. Upon the determination that an unsafe or unhealthy condition exists, the department head  
11 will initiate action to correct the condition and will notify the employee in writing of the  
12 administrative action taken within three (3) working days after the written report is  
13 submitted.  
14
- 15 D. Any abuse of any type, assault or battery or any threat of force or violence at any time or  
16 place related to school activities, shall be reported immediately by employees to their  
17 department head.  
18
- 19 E. The employee shall complete reports relating to any violations described above in writing  
20 within three (3) working days of the occurrence.  
21
- 22 F. The department head shall initiate action to correct and handle the problem and will  
23 notify the employee in writing of the administrative action taken within three (3) working  
24 days after the written report is submitted.  
25
- 26 G. Crisis prevention Intervention (CPI) has been adopted by the Yuba County SELPA to  
27 teach non-violent crisis intervention to staff by focusing on safe management of  
28 disruptive and assaultive behavior of students. Specific program requirements are  
29 outlined in the Staff Handbook.  
30
- 31 1. New unit members that have been hired into a position that requires CPI training,  
32 shall receive training during the designated New Hire Orientation. CPI training  
33 occurs annually, the week before school starts.  
34 2. Once a unit member is certified, they will be added to the CPI refresher list. CPI  
35 refresher training is provided during the work year and paid as set forth in Article 6.  
36 3. In the event that the CPI Refresher Training is missed, the Unit Member shall attend  
37 the County's CPI training before the start of the school year and paid as set forth in  
38 Article 6.  
39
- 40 H. Stipends are provided to staff who participate according to existing staff development  
41 reimbursement guidelines.

1 **ARTICLE 13**  
2 **LAYOFF PROCEDURE**

3 The Yuba County Office of Education may determine that a reduction in classified personnel is  
4 necessary due to: (1) lack of work; and/or (2) lack of funds.  
5

6 A. Notice

7 At least forty-eight (48) hours prior to Superintendent action to initiate layoffs, CSEA  
8 Chapter President will be notified. All classified employees (excluding those in specially  
9 funded programs) so affected will receive layoff notices on or before March 15<sup>th</sup>.  
10 Procedures for layoff notice and right to hearing are set forth in Education Code Section  
11 45117, 45298 and 45308. Notification procedures for a reduction in hours or a demotion  
12 as an alternative to layoff are outlines in Education Code 45117. CSEA reserves its right  
13 to negotiate any reduction in hours decision and any such proposal by the County related  
14 to any reduction in hours. Any notice of layoff delivered to unit members shall specify  
15 the reason(s) for layoff, the identity by name and classification of the unit member  
16 designated for layoff, and information on his/her/their displacement rights, if any, and re-  
17 employment rights. The layoff notices will include the Chapter President's contact  
18 information.  
19

20 Any classified position that must be eliminated as a result of the expiration of a specially  
21 funded program, the employee to be laid off shall be given written notice not less than  
22 sixty (60) days prior to the effective date of their layoff informing them to their layoff  
23 date and their displacement rights, if any, and reemployment rights.  
24

25 B. Order

- 26 1. Employees shall be laid off by classification in reverse order of seniority in the  
27 class.  
28 2. The employee who has been employed the shortest time in the class plus higher  
29 classes shall be laid off first.  
30 3. Seniority shall be determined by date of hire with the County Office in a regular  
31 (probationary/permanent) classified position. Prior to June 30, 2010, seniority  
32 was determined by the total contracted hours worked in a classification. Seniority  
33 shall be credited in the classification of layoff plus higher classification in which  
34 the employee had regular status.  
35 4. If two (2) or more employees subject to layoff have equal seniority, the  
36 determination of who shall be laid off shall be made with the employee hired first  
37 being retained and, if that is equal, then the determination shall be made by lot.  
38 5. A break in service which is caused by resignation, dismissal, or other severance of  
39 the employment relationship shall establish a new hire date. Service as a  
40 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.

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

1 **ARTICLE 15**  
2 **GRIEVANCE PROCEDURES**

3 A. Definitions

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

14 B. General Provisions

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

- 16
- 17 • Elect to consolidate the allegations,
  - 18 • Designate an individual representative to meet with the supervisor,
  - 19 • Continue the procedure according to the established guidelines.
- 20 1. The time limits specified may be extended only by mutual consent. Failure by the  
21 grievant to abide by the time limits shall cause the grievance to be considered  
22 withdrawn.
- 23 2. No reprisals affecting any County Office employee or any other participant in the  
24 grievance procedure shall be instituted because of such participation.
- 25 3. Any record(s) pertaining to a grievance shall be kept in a grievance file separate  
26 from the aggrieved's official personnel file.
- 27 4. A written grievance shall be submitted on the appropriate form, which shall be  
28 provided by the County Office and shall be deemed filed when delivered to the  
29 person to whom the grievance or appeal is directed.
- 30 5. Nothing shall limit the right of an employee to have a grievance resolved without  
31 intervention of CSEA provided that it is not inconsistent with the terms and  
32 conditions of this Agreement. A copy of the written resolution shall be provided  
33 to CSEA.
- 34 6. Any step of this procedure may be waived by mutual agreement of the parties.

35 C. Informal Conference

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

- 38
- 39 1. Within fifteen (15) days of the occurrence of first knowledge of the alleged  
40 violation, the employee shall meet with their immediate supervisor. If CSEA is

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

44 2. Following the meeting, a written statement or email will be signed by both the  
45 grievant and the immediate supervisor or Human Resources indicating that the  
46 informal conference was held.

47 3. If a satisfactory settlement is not mutually agreed to, the grievant may begin the  
48 formal procedure.  
49

#### 50 D. Formal Procedure

##### 51 1. Level I

52 a. Within ten (10) days of the informal conference, the grievant must present the  
53 grievance in writing to the immediate supervisor. This shall be a statement of  
54 the grievance, the circumstances involved, the section of the contract allegedly  
55 violated, the decision rendered at the informal conference, if any, and the  
56 specific remedy sought.

57 b. The immediate supervisor shall communicate the decision to the employee in  
58 writing within ten (10) days after receiving the grievance. Within the above  
59 limitations, either party may request a personal conference.

##### 60 2. Level II

61 a. In the event the grievant is not satisfied with the decision at Level I or if there  
62 is no response within the time limits, they may appeal the decision in writing  
63 to the Superintendent's designee, with a copy to the Executive Director of  
64 Human Resources with five (5) days.

65 b. The appeal shall include a copy of the original grievance, the decision  
66 rendered, and the reasons for the appeal.

67 c. The Superintendent's designee, with a copy to the Executive Director of  
68 Human Resources, shall communicate the decision within five (5) days after  
69 receiving the appeal. Either party may request a personal conference within  
70 the above time limits.

##### 71 3. Level III

72 a. If the grievant is not satisfied with the decision at Level II, or if there is no  
73 response within the time limits, they may appeal the decision in writing to the  
74 Superintendent within five (5) days.

75 b. The appeal shall include a copy of the original grievance and appeal, the  
76 decisions rendered, and the reason for the appeal.

77 c. The Superintendent shall communicate a written decision to the grievant  
78 within five (5) days.

##### 79 4. Level IV

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

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

1 **ARTICLE 16**  
2 **SALARY**

- 3 A. For the 2024/2025 school year, there will be a one and one-half percent (1.5%) increase  
4 to the 2023/2024 school year salary schedule (Attached as Appendix A).  
5  
6 B. An AA Degree shall add \$300 per year to the employee’s salary, a BA Degree shall add  
7 \$600 per year to the employee’s salary, an MA degree shall add \$1,200 per year to the  
8 employee’s salary when not a requirement of the position. The employee shall be  
9 compensated for the highest degree achieved.

10  
11 Stipends:

12  
13 ASL – Any employee, who holds an ASL Certificate and provides direct sign support for  
14 a student with a DHH disability will receive an additional 5% of employee’s normal  
15 salary.  
16

17 Intervener – Any employee who completes the course/training to receive the intervener  
18 certificate, will receive an additional 5% of the employee’s normal salary with  
19 certification (if providing direct support for a student with a deaf blind disability.)  
20

21 Bilingual/Interpreting – An employee that is used for translation of a second language  
22 shall receive an additional 2.5% of the employee’s normal salary (if employee passes  
23 bilingual/interpreting test provided by the County).  
24

25 SLPA – Any employee employed in a SLPA position shall receive \$1,000 per year.  
26

27 Overnight Stipend – \$150.00 per night.  
28

29 C. Longevity

30 1. YCOE Service Year Longevity Stipend

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

- 34 • 10-14 years: \$500/year  
35 • 15-19 years: \$1,000/year  
36 • 20-24 years: \$1,500/year  
37 • 25-29 years: \$2,000/year  
38 • 30+ years: \$2,500/year

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

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

- 43 2. Longevity shall be calculated on the last step of the salary schedule, currently Step 7.  
44 • Longevity Step 10: after three (3) years on Step 7, members will be placed on  
45 Step 10 Longevity, five percent (5%) of Step 7.  
46 • Longevity Step 15: after five (5) years on Step 10 Longevity, members shall be  
47 placed on Step 15 Longevity, ten percent (10%) of Step 7.  
48 • Longevity Step 20: after five (5) years on Step 15 Longevity, members shall be  
49 placed on Step 20 Longevity, fifteen percent (15%) of Step 7.  
50 • Longevity Step 25: after five (5) years on Step 20 Longevity, members shall be  
51 placed on Step 25 Longevity, twenty percent (20%) of Step 7.  
52  
53 3. Effective July 1, 2024, place Special Education, Speech and VI Para Educators on  
54 Range D.  
55  
56 D. Employees will be eligible to receive a step increase on July 1<sup>st</sup> if they commence service  
57 prior to January 1<sup>st</sup>.  
58  
59 E. Employees on a traditional calendar have the option of receiving eleven (August through  
60 June) or twelve (August through July) equal payments. Employees on a year round  
61 schedule have the option of receiving eleven (August through June) or twelve (July  
62 through June) equal payments. If an employee transfers from year round education, they  
63 have the option of receiving 14 equal payments the first year (see Article 21).  
64  
65 F. Employees who return to work for the County Office after being gone one year or less,  
66 shall return to the salary schedule where they were when they left. All other employees  
67 will be treated as new employees and placed accordingly.  
68  
69 G. The Superintendent retains the option of placing a new employee on the salary schedule  
70 no higher than step 4 based on directly relevant successful experience, except as set forth  
71 below. If the County places a new employee higher than step 4, a written notice shall be  
72 provided to CSEA which shall include: a summary of the directly relevant successful  
73 experience provided by the employee and the step and range placement on the salary  
74 schedule by the County. The written notice shall be provided within five (5) days of  
75 employee hire date. In order to receive experience, the employee must submit  
76 documentation to verify such experience to the HR Office prior to placement on the  
77 salary schedule.  
78  
79 H. If a unit member holds a valid teaching credential or substitute permit and has agreed to  
80 substitute for a certificated employee, they will receive the hourly rate of Intern Column  
81 of the current Certificated Salary Schedule for the days and hours worked as a certificated  
82 employee.

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## ARTICLE 17 CONTINUING EDUCATION

3 A. Continuing Education is the continuous purposeful engagement in study and related  
4 activities designed to achieve, retain and extend the high standard of the classified  
5 employees. For each approved Continuing Education activity, the County will allow the  
6 employee to choose between two incentive plans: (1) An annual stipend, (2) Payment of  
7 cost.

8  
9 B. In accordance with the requirements of this section, a permanent employee shall be  
10 granted a stipend of two hundred dollars (\$200) per year upon the successful completion  
11 of fifteen (15) semester units or the equivalent (15 hours equals one unit) of approved  
12 Continuing Education work. A permanent employee shall receive a second stipend of  
13 two hundred dollars (\$200) per year for a degree plus 15 units. (\*See Sample  
14 Calculation).

15 1. The Continuing Education activity must be job-related and result from attendance  
16 or participation at a college, community college, adult school, trade school,  
17 correspondence school, TV course, staff development program, or through  
18 education experiences, such as attendance at institutes, lectures, workshops or  
19 seminars sponsored by educational or professional associations.

20 2. The Continuing Education activity must be related to the following skill areas:

21 a. Communication Skills (speech, English, writing, bilingual ability, etc.)

22 b. Interpersonal Relations Skills (supervision, management, psychology,  
23 sociology, etc.)

24 c. Technical Skills (typing, data processing, carpentry, computer technology,  
25 etc.)

26 3. Advance approval of the Continuing Education activity must be obtained from the  
27 Executive Director of Human Resources before the work is begun. The employee  
28 shall submit in writing to the Executive Director of Human Resources sufficient  
29 information for an approval decision to be made. This information shall include,  
30 but not be limited to, the course or activity to be undertaken, the amount of time  
31 the employee will invest and the date of completion, the number of units to be  
32 earned, the relationship to the employee's work, and the institution or agency  
33 providing the course or experience. Courses are subject to the final approval of  
34 the Superintendent.

35 4. Upon completion of the Continuing Education activity, written verification of  
36 successful completion shall be submitted to the Executive Director of Human  
37 Resources for approval. A grade of "C" or better or a grade of "Pass" is required  
38 in order to receive the credit for formal courses. Where written verification is  
39 difficult or impossible, the employee will meet in conference with the Executive  
40 Director of Human Resources to provide the necessary verification. Verification  
41 of completion must be accomplished on or before July 15, in order to receive the  
42 salary award during that fiscal year. The salary award will be added to the annual

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

47 5. The employee will not be eligible for a salary award if any portion of the cost of  
48 the Continuing Education activity was borne by the County. Credit will not be  
49 approved if attendance/participation occurs during the employee’s normal  
50 working day and/or the employee is paid for service to the County at the same  
51 time.

52 6. The employee must be working and not on leave of absence during the time the  
53 Continuing Education activity is undertaken.

54 7. Course work taken prior to or in progress at the time of initial employment will  
55 not receive credit for the purpose of Continuing Education.  
56

57 C. County Payment of Cost

58 1. In accordance with requirements of this section, a permanent employee may  
59 request a one-time stipend of \$50 instead of salary credit for each unit completed  
60 up to a total of 15 units. Stipends will be paid once each year on September 30.  
61

62 D. Employees currently receiving a Salary Schedule Credit stipend award according to the  
63 2005/06 contract language will be “grandfathered.” They will continue to receive the  
64 dollar amount for as long as they are employed with the County Office. This dollar  
65 amount will not increase as a percentage on the salary schedule. It will be the fixed  
66 amount that they are currently receiving on June 30, 2006.  
67

68 **\*Sample Calculation**

69	\$200.00	15 Units	\$200.00	15 units
70	\$260.00	AA Degree	\$520.00	BA Degree
71	<u>\$200.00</u>	<u>15 Units Above AA</u>	<u>\$200.00</u>	<u>15 Units Above BA</u>
72	\$660.00	Annual Stipend	\$920.00	Annual Stipend

1 **ARTICLE 18**  
2 **FRINGE BENEFITS**

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

5 Medical (*Tiered*)  
6 Employee \$ 558.00  
7 Employee + 1 \$1,115.00  
8 Employee + Family \$1,447.00  
9 Dental (*Composite*) \$ 113.00  
10 Vision (*Composite*) \$ 22.00  
11 Life \$ 3.90

12  
13 B. The County Office will contribute towards a prorated share of fringe benefits for part-  
14 time employees who work twenty (20) hours per week or more. The prorated share will  
15 be based on the number of hours worked. The employee will be responsible for the  
16 balance.

17  
18 C. Employees who work less than 12 months per year will have an inflated monthly  
19 premium to cover 12 months of health benefits, which will be collected equally over 11  
20 months. For employees who are hired after the school year starts, the premium will be  
21 collected over the months worked.

22  
23 D. Currently these benefits are being administered and reinsured through Tri-County  
24 Schools Insurance Group (TCSIG).

25  
26 E. Both parties are required to follow the rules and regulations of the carriers/administrators.

27  
28 F. The County Office will make available a Section 125 Plan effective July 1, 1998. All  
29 employees will have the option to participate.

30  
31 G. The County Office will participate in open enrollment each year between mid-April and  
32 mid-May and employees may choose which medical plan they wish to participate in the  
33 following fiscal year.

34  
35 H. As of July 1, 2008, all eligible employees will have an increased Life Insurance policy  
36 from \$10,000 to \$25,000.

37  
38 I. The Chapter President shall serve or designate (1) chapter member to serve as the  
39 representative of the chapter on any Employee Benefits Advisory Committee (when such  
40 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**

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- 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.

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## ARTICLE 21 YEAR ROUND EDUCATION

3 A. Modified Work Year

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

11  
12 B. Staffing/Assignments

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

28  
29 C. Termination of Year Round Program

- 30 1.1 If a district is converted from a year-round education program (YRE) calendar to a  
31 traditional calendar, any affected employee shall remain on the YRE pay plan for the  
32 remainder of the year in which YRE is operated.  
33 1.2 Commencing July of the first full year YRE is not in operation, the employee may  
34 remain on the YRE pay plan (July to June) and elect to have funds withheld for the  
35 next summer. This election must be made by June 30 of the year YRE terminates.  
36 If the employee elects to have funds withheld for the next summer, the employee shall  
37 file a voluntary payroll deduction authorization to have 16 2/3% of their gross pay  
38 withheld for each of the twelve (12) monthly payroll periods which would be the  
39 equivalent of fourteen (14) equal payments.  
40 The employee may elect to have the County Office hold this amount to be paid on  
41 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.

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## ARTICLE 22 SPECIALIZED HEALTH CARE

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

7  
8 An employee who may serve a student requiring specialized health care procedures (as defined  
9 in the IEP) during regular school hours will receive prior training and ongoing direct/indirect  
10 supervision by someone trained to perform the procedure.

11  
12 In the event that a person has received information and training, and he/she is apprehensive about  
13 performing the specialized health care procedure, that person should notify their immediate  
14 supervisor and school nurse. In that case, alternatives will be explored.

1 **ARTICLE 23**  
2 **PROGRESSIVE DISCIPLINE**

3 This article shall not reduce the rights of any employee as provided by the Education Code or  
4 other applicable regulations or statutes. This article shall not reduce the rights of the employer to  
5 discipline, suspend and/or dismiss an employee as provided in the Education Code.  
6

7 The parties will keep all information or proceedings regarding any actions or proposed actions  
8 pursuant to this Article confidential.  
9

10 A. Cause for Discipline

11  
12 The causes for discipline include:

- 13 1. Incompetency or inefficiency in the performance of duties of the position;
- 14 2. Insubordination (including, but not limited to refusal to do assigned work);
- 15 3. Carelessness or negligence in the performance of duty or in the care or use or  
16 county property;
- 17 4. Discourteous, offensive, or abusive conduct or language toward other employees,  
18 students, or the public;
- 19 5. Dishonesty;
- 20 6. Insobriety or unauthorized use or possession of alcohol or narcotics during duty  
21 hours;
- 22 7. Immoral or unprofessional conduct unbecoming to an employee of the County  
23 Schools Office;
- 24 8. Engaging in political activity during assigned hours of employment;
- 25 9. Conviction of a felony, any crime involving moral turpitude or any crime bringing  
26 discredit upon Yuba County Office of Education (YCOE);
- 27 10. Arrest of a sex offense as defined in Education Code;
- 28 11. Unauthorized or excessive absence and/or repeated tardiness;
- 29 12. Abuse of any leave privileges;
- 30 13. Falsifying any information supplied to the County Schools Office, including but  
31 not limited to, information supplied on application forms, employment records, or  
32 any other County record;
- 33 14. Persistent violation or refusal to obey safety rules or regulations applicable to  
34 public schools or public agencies;
- 35 15. Willful or persistent violation of the Education Code or any policies or regulations  
36 of the Yuba County Office of Education;
- 37 16. Abandonment of positions;
- 38 17. Failure to possess or keep in effect any license, certificate, or other similar  
39 requirement specified in the law or the employee's class specification or  
40 otherwise necessary for the employee to perform the duties of the position;
- 41 18. Knowingly providing verbal or written confidential information to individuals not  
42 entitled to such information.  
43

44 B. Progressive Discipline

45  
46 1. The employer supports the concepts of “progressive discipline” to provide  
47 employees with the opportunity and assistance to correct their deficiencies and/or  
48 unacceptable behavior. However, not all steps are appropriate in every  
49 circumstance. The steps in “progressive discipline” include:

- 50
- 51 • Counseling Interview/Verbal Warning
- 52 • Written Warning
- 53 • Written Reprimand
- 54 • Involuntary Transfer
- 55 • Suspension Without Pay/Reduction in Pay
- 56 • Dismissal
- 57

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

- 61
- 62 • Documented evidence of alleged deficiencies or behaviors
- 63 • Progressive notification of alleged violations and training offered for  
64 development and improvement
- 65 • The seriousness of the offense
- 66 • Whether it is repeated conduct
- 67 • The impact on students and the educational program, etc.
- 68

69 2. Steps of Progressive Discipline

70  
71 The Supervisor’s accurate and timely reinforcement measures and the employee’s  
72 changes in performance or behavior are integral parts of the process of  
73 progressive discipline.

74  
75 a. Counseling Interview/Verbal Warning

76  
77 This is a basic step which should precede taking any corrective action.  
78 Counseling/Verbal Warning includes any formal discussion to assist an  
79 employee in fully developing their skills and abilities. The discussion may  
80 clarify the standards of performance or behaviors expected and, if  
81 deficiencies are present, assist the employee in bringing about  
82 improvement. The supervisor should record the date and content of the  
83 counseling interview for his/her personal record, however, such record at  
84 this step shall not be included in the employee’s personnel file.

85  
86 b. Written Warning

87  
88 A written warning is a formal notice to an employee that the counseling  
89 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

121  
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;

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- 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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## ARTICLE 24 CONTRACTING OUT

- 3 A. The County and CSEA shall meet to negotiate before May 15 to review existing  
4 vacancies and designate the positions that may be filled by contracting out. Negotiation  
5 for purposes of this Article shall not re-open the contract. Such position(s) designated  
6 shall continue to be posted throughout the school year. If a new employee is hired, the  
7 employee shall be assigned the position that was being contracted out.  
8
- 9 B. For positions not designated in Paragraph A above, the County agrees that it shall not  
10 contract out work which has been customarily by unit members, except under the  
11 following circumstances:  
12
- 13 1. Operational necessity resulting from an unavoidable sudden change in  
14 circumstances beyond the County's control and shall be done in accordance with  
15 Article 6.
  - 16 2. In accordance with Education Code 45103.1.

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**ARTICLE 25**  
**TRAVEL AND REIMBURSEMENT**

- A. Employees required to use their own automobiles in the performance of their assigned duties shall be reimbursed for mileage.
- B. Exceptional traveling distances may merit differing consideration by the County Superintendent.
- C. Mileage reimbursement rates shall be set according to the most current IRS rate in place January of each year.
- D. The County Office will make mileage rate increase adjustments effective July 1 of the next fiscal year.  

In the event the January IRS rate is a reduction in the amount for mileage reimbursement, the recommended adjustment can be implemented prior to July 1.

Exceptions will be made for categorical programs that determine maximum mileage rates within the program. The categorical mileage rate will be either the categorical rate allowed or the IRS rate, whichever is less.
- E. To encourage attendance at job related meetings and conferences which will enhance County Office programs, and recognizing the constraints of program budgets, travel costs will be covered for employee through the following:
  - Use of county vehicle
  - Use of YCOE credit card to reimburse for gas actually used
  - Mileage reimbursement at the current rate

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**ARTICLE 26**  
**SEVERABILITY**

If any provision of this Agreement is held contrary to law/education code, such provisions will be deemed invalid to the extent required. All other provisions shall remain in full force and effect. In the event of invalidation or any portion of this Agreement, the parties agree to meet and negotiate as appropriate.

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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.

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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.

61 D. Reclassification Committee

62  
63 To ensure an efficient, fair, and equitable reclassification system, the Reclassification  
64 Review Committee is composed of the following equal numbers of representatives from  
65 both the County and CSEA. A Committee consisting of three (3) CSEA representatives  
66 appointed by the CSEA Chapter President or designee, and three (3) County  
67 representatives, appointed by the Executive Director of Human Resources. CSEA and  
68 County members appointed shall be from three different departments/programs and be  
69 appointed on or before January 15<sup>th</sup>.

70  
71 The Executive Director of Human Resources shall only facilitate the Reclassification  
72 Committee meeting, and will not participate in the Committee's recommendation or  
73 input.

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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**





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**APPENDIX C**  
**MEMORANDUM OF UNDERSTANDING**

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**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;

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

54

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

57

58 c) Periodic Update of Contact Information: The YCOE shall provide CSEA with a list of  
59 all bargaining unit members' names and contact information on the last working day of  
60 September, January, and May. The information will be provided to CSEA  
61 Headquarters electronically via a mutually agreeable secure FTP site or service. This  
62 contact information shall also include the following information, with each field listed  
63 in its own column:

64

- 65 i. First Name;
- 66 ii. Middle initial;
- 67 iii. Last name;
- 68 iv. Suffix (e.g. Jr., III)
- 69 v. Job Title;
- 70 vi. Department;
- 71 vii. Primary worksite name;
- 72 viii. Work telephone number;
- 73 ix. Home Street address (incl. apartment #)
- 74 x. City
- 75 xi. State
- 76 xii. ZIP Code (5 or 9 digits)
- 77 xiii. Home telephone number (10 digits);
- 78 xiv. Personal cellular telephone number (10 digits);
- 79 xv. Personal email address of the employee;
- 80 xvi. Birth date;
- 81 xvii. Employee ID;
- 82 xviii. CalPERS status (Y/N);
- 83 xix. Hire date.

84

### 85 3. NEW EMPLOYEE ORIENTATION

86

87 a) "New employee orientation" means the onboarding process of a newly hired public  
88 employee, whether in person, online, or through other means or mediums, in which  
89 employees are advised of their employment status, rights, benefits, duties and  
90 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 Grievances/Arbitrations

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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 Step 1

132  
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.

136  
137  
138  
139  
140

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:

*Christy Seay* 01-31-18  
Date  
  
\_\_\_\_\_  
Date

For CSEA:

*Mark Long* 1/31/18  
Date  
  
*JmawGack* 2/1/2018  
Date

# SALARY AND BENEFITS NEGOTIATIONS HISTORY

<u>YEAR</u>	<u>SALARY</u>	<u>BENEFITS</u>
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

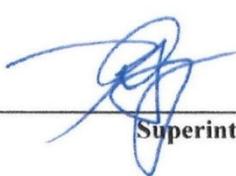
FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Yuba COE Chapter #705

FOR THE YUBA COUNTY OFFICE  
OF EDUCATION

By:

By:

  
\_\_\_\_\_  
Chapter President

  
\_\_\_\_\_  
Superintendent

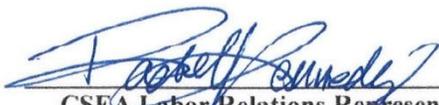
Hector Muñoz  
\_\_\_\_\_  
Print Name

Ros Gregor  
\_\_\_\_\_  
Print Name

7/16/2024  
\_\_\_\_\_  
Date

7/16/2024  
\_\_\_\_\_  
Date

By:

  
\_\_\_\_\_  
CSEA Labor/Relations Representative

Rachel Kennedy  
\_\_\_\_\_  
Print Name

7/24/24  
\_\_\_\_\_  
Date