AGREEMENT BETWEEN

YUBA COUNTY CERTIFICATED EMPLOYEES ASSOCIATION

AND THE

YUBA COUNTY SUPERINTENDENT

2026-2027

Superintendent	YCCEA President
8/14/26	8/14/2026
Date	Date

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DEFINITIONS – CERTIFICATED 671

ARTICLE 1
PREAMBLE

This Agreement is entered into between the Superintendent, hereinafter referred to as the County Office, and Yuba County Certificated Employees Association, hereinafter referred to as the Association.

ARTICLE 2
RECOGNITION

A. The Superintendent and the Governing Board recognizes the Yuba County Certificated Employees Association (YCCEA), a chapter of CTA/NEA, hereinafter referred to as the Association, as the exclusive representative of all certificated employees-excluding management, confidential, supervisory, and substitute teachers for the purpose of representation as defined in Government Code Sections 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 in this Agreement.

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. Deductions will be made upon the employee filing the appropriate authorization.

C. Employees have the right to revoke their authorization by following CTA's drop process with a signed letter requesting to drop union membership sent to the YCCEA President. The President will then inform the County Office when dues deduction can be terminated.

D. The Association shall indemnify and hold the County Office harmless from any and all claims, demands, suits or any other actions arising from this article.

E. 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.

F. All tax shelter annuities will be processed through our current Administrator. The list of vendors will be posted on YCOE website along with contact 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.

G. 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.

H. 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.

ARTICLE 4
ASSOCIATION RIGHTS

A. The Association has all the rights granted an exclusive representative by the Act (Government Code Section 3543.1).

1. The Association shall have the right to access areas in which employees work provided such access is accomplished during break, lunch or before/after workday. Union President shall give advance notice to site/program manager that she/he intends to conduct business on the job site so arrangements can be made for a place to meet.

2. The Association shall have the right to use, without charge, bulletin boards, mailboxes, YCOE mail system, email and telephone system for posting and transmission of information or notices concerning Association business. Activities must be accomplished outside of assigned work hours.

B. The Association representatives will be given reasonable release time to prepare and participate in negotiations.

C. The Association President, or their designee, shall be entitled to five (5) days leave for the purpose of conducting the Association business. This leave may only be taken with five (5) days advance notice and approval of the Department head. The notice may be waived by mutual consent. Additional days may be approved by the Superintendent at his/her discretion.

D. The County Office shall make available to the Association copies of all public information necessary to carry out the Association's "duty of fair representation."

E. At the beginning of each school year, the current contract will be made available to all members.

F. The information packet furnished to new employees shall contain a copy of the negotiated contract and the Staff Handbook. The Human Resources Department shall include the YCCEA membership packet in the new hire packets provided to newly hired employees. YCCEA shall provide copies of the YCCEA packets to the Human Resources Department for distribution.

G. Refer to Appendix G for MOU regarding new hire information and orientation

ARTICLE 5
EMPLOYMENT STATUS

All certificated employees classified as probationary shall serve two years in a probationary status before being granted permanent status. Upon satisfactory completion of two years of employment, they shall receive permanent status. This provision is dependent upon the ADA (average daily attendance) generated by county operated programs as referenced in Education Code Section 1296.

Exception: A person employed as a County Office or university intern shall be classified as a probationary employee. Following completion of the internship, if they are reelected by the County Office to serve in a position requiring certification qualifications for the next succeeding school year, they shall continue to be classified as a probationary employee during that year.

ARTICLE 6
HOURS OF EMPLOYMENT

A. Employees' hours of work beyond his or her instructional time shall be defined as a Professional Day. The length of the workday, as determined by the Yuba County Office of Education, may vary at the different schools, but shall not be more than seven and one-half (7.5) hours.

B. Every employee shall be entitled to duty-free lunch period of no less than thirty (30) minutes each day.

C. All employees shall be available for required meetings, which may extend the workday beyond seven and one-half (7.5) hours.

D. Whenever possible, IEP meetings and special education assessments will take place during the seven and one-half (7.5) hour workday or on a minimum day. If an IEP extends outside of the teacher's workday, the teacher will timesheet those hours.

E. The duty day hours will be set by the program/site administrator, based on program needs and staff input.

F. The duty day for all employees shall begin at least thirty (30) minutes before their regular classes are scheduled to begin.

G. Upon notification, employees may leave after student departure and completion of professional duties and responsibilities. The employee and program/site administrator will mutually agree on methods of notification.

H. Employees may leave after student departure to attend an accredited college/university education course contributing to the employee's professional development under the following conditions:

1. All courses are required to be pre-approved by the Central Office.
2. All courses are required to be relevant to the employee's current job

assignment.

3. Employees must have prior approval of the department head for course dates and times.
4. Employees shall not miss any regularly scheduled staff meetings.
5. Employees will arrange in advance for coverage at the school site.
6. The intent is for travel time to classes that commence immediately after the normal duty day.

I. Outside pay assignments and/or opportunities for compensation must not interfere with required teacher workday responsibilities and shall not be initiated until the duty day requirements, including required meetings, have been met.

ARTICLE 7
WORKYEAR

A. The contract year for instructional employees shall be one hundred eighty-two (182) duty days. This includes 180 teaching days and two (2) pre-service/staff preparation days.

B. The contract year for court/community school instructional employees shall be one hundred eighty-two (182) duty days. This includes 180 teaching days and two (2) pre-service/staff preparation days. Employees who work beyond the contract year shall receive their daily rate of pay for each full day worked.

ARTICLE 8
CLASS SIZE

Where class enrollment reaches limits as indicated in A, B, and C below, the unit member may request to meet with the program administrator and/or department head to address possible concerns and remedies.

A. In no event shall class size exceed the State mandated maximums for special education classes unless the State has granted a special waiver.

B. Caseload for the Speech and Language Specialists should not exceed the State mandated regulations for speech therapy.

C. Charter School Independent Study Program shall comply with the ADA/FTE ratio regulations as determined by the California Department of Education (CDE).

ARTICLE 9
WORKING CONDITIONS

A. At sites owned and/or rented by the County Office, equipment, supplies, and materials will be provided if it is possible to do so within physical, budgetary, and practical limitations.

B. It is the employee's responsibility to place orders through the administration for instructional supplies. They will be provided within the constraints of the program's budget and availability.

C. The County Office will attempt to make available at each site, restroom and lounge facilities for employee use.

ARTICLE 10
MENTOR TEACHER PROGRAM

This article is archived and intentionally left blank.

ARTICLE 11
PART-TIME EMPLOYMENT

A. Employees who are interested in part-time positions are required to make written application to the Human Resources Department no later than March 15th of the year preceding the school year they wish it initiated.

B. Should two (2) or more employees who are credentialed to fill a part-time position apply for the same school year, the employee with the greatest seniority in the County Office shall be given preference.

C. Requests for part-time positions shall be considered based on program needs and/or availability of a qualified individual to share the position.

D. Existing part-time positions may be discontinued by the County Office for the following reasons:

1. An employee in a part-time position leaves.
2. Program needs, based on written documentation. If both employees request the full-time position, the employee with the least seniority will be placed on an unpaid leave of absence until a position for which they are qualified becomes available.

E. The Superintendent shall make the final decision as to whether or not part-time positions will be approved or continued.

ARTICLE 12
EMPLOYEE PARTICIPATION IN SELECTION OF ASSISTANTS

A. Whenever possible, an employee to whom an aide is to be assigned will serve on the interview committee. When it is not possible for the employee to serve on the interview committee, the Association may designate an alternate. It is the Association's responsibility to leave the name and address of a contact person with the County Office

B. Employee recommendations for the removal of an instructional assistant from his/her classroom to another assignment shall be given every possible consideration.

ARTICLE 13
MASTER TEACHER

Eligible certificated staff may have the opportunity to be selected as a Master Teacher and supervise student teachers in their primary work assignment.

A. Eligibility for certificated staff serving as a Master Teacher includes:

1. Minimum of three (3) years of successful teaching experience with the Yuba County Office of Education.
2. Overall satisfactory evaluation and recommendation by the department head
3. Positive attendance record.
4. Knowledge of both program best practices and County Office procedures.
5. Meet any specific requirements for supervision of designated position (For example: ASHA Certification and state license for speech position).

B. Certificated staff selected to be Master Teacher will receive a stipend of $250 per teacher per semester.

C. Eligible Speech and Language Specialists may have the opportunity to be selected to provide supervision for Speech Department staff as they complete their ACSA/CFY/RPE requirements (Clinical Fellowship Year/Required Professional Experience).

D. Speech and Language Specialists selected will receive a stipend of $250 per staff member for their period of supervision to staff to complete the ACSA/CFY/RPE requirements.

E. Speech and Language Specialists selected to provide supervision for Speech and Language Therapy Assistant (SLPA) interns as they complete their internship requirements will receive a stipend of $100 per intern for the period of supervision.

ARTICLE 14
TRANSFERS

A. Transfer: Movement of an employee from one position or site (site meaning school or class) to another.

1. Voluntary Transfer - Employee initiated request to transfer to a vacant position.

2. Involuntary Transfer - Administration initiated re-assignment of employee.

B. Voluntary Transfer – Teacher

1. All bargaining unit vacancies shall be posted on Edjoin.org for at least five (5) duty days and will be emailed to the bargaining unit members as well as certificated employees via the Outlook YCOE certificated email list.

2. An employee may request a voluntary transfer to be made during the school

year or to be made at the beginning of the next school year. In either event, the request shall be made in EdJoin.org. Employees are only required to complete the "Personal Information" section on the application, buy may provide additional information if they choose.

3. The employee request for transfer/reassignment shall be kept on file for the calendar year in which the request is made unless the transfer is granted prior to the end of the calendar year. All Request for Transfer Forms shall become void upon the conclusion of the calendar year in which the forms were filed, and a form must be refilled in order to be considered during the subsequent calendar year.

4. Requests for voluntary transfers are not automatically approved and shall be considered according to the following criteria:

    a. Meet the minimum qualifications and appropriate credential.
    b. Work history and performance.
    c. Program's needs.
    d. Agreement of department head and the Director of Human Resources.
    e. Participation in the application and interview process, if applicable.

5. If a request for voluntary transfer is denied, the reasons shall be provided to the employee in writing within ten (10) duty days.

C. Voluntary Transfer - Non-Instructional Vacancies

1. All non-instructional vacancies shall be posted on Edjoin.org for at least five (5) duty days and will be emailed to the bargaining unit members as well as certificated employees via the Outlook YCOE certificated email list.

2. An employee may request a transfer by filling out the "Request for Transfer Form" and returning it to the Director of Human Resources within the posting period.

3. All requests for transfer shall be considered according to the criteria in section B 4 (a-e).

4. If a request for voluntary transfer is denied, the reasons shall be provided to the employee in writing within ten (10) duty days.

D. Involuntary Transfer

1. Involuntary transfers shall be based on the needs of the County Office and not be punitive or disciplinary in nature.

2. The involuntary transfer shall be made on the basis of program needs and qualifications (experience and credentials).

3. The employee to be involuntarily transferred shall have the right to indicate a preference for transfer. The County Office may grant these requests, if possible, and without disruption of other work assignments. The employee to be involuntarily transferred shall be considered for placement before voluntary transfers are made or new staff members are hired at any time during the year.

4. The employee to be involuntarily transferred shall be given the reasons in writing prior to the impending transfer.

5. An involuntary transfer shall not result in a loss of salary, seniority or fringe benefits to the employee.

6. The determination to involuntarily transfer an employee shall be made by the Superintendent.

7. Involuntary transfers may be either temporary or permanent.

E. County Program Transfer to District

1. When a District requests to transfer a special education program currently operated by the County Office, the process outlined in the SELPA guidelines and Education Code will be followed.

2. An employee who transfers is entitled to continue enrollment, along with his/her dependents in any health and welfare plan offered by the County Office to unit members, with payment by the County Office of the necessary premiums until he/she is eligible for any other group health insurance but not to exceed three (3) months beyond the final transfer date

ARTICLE 15
EVALUATION PROCEDURES

A. All Probationary and Permanent Employees

1. All probationary employees shall be observed at least twice and formally evaluated at least once each school year during their probationary period prior to March 15th.

2. All permanent employees shall be observed at least once and formally evaluated at least every other year but may be evaluated each year prior to the end of May.

3. Unit members with permanent status, who have been employed at least ten (10) years with the Yuba County Office of Education, are highly qualified and whose previous formal evaluations rated the employee as meeting standards

may be formally evaluated every five (5) years. This adjustment to the evaluation schedule will be based on the recommendation of the employee's immediate supervisor and approved by the Superintendent/Human Resources Department. The immediate supervisor reserves the right to complete the formal evaluation more frequently.

In the event an employee that has been deemed appropriate for a five (5) year formal evaluation schedule changes assignment or supervisor, they may be evaluated formally in the first year of their new assignment or supervisor. The recommendation will be made based on this evaluation to adjust the schedule back to a five (5) year cycle if deemed appropriate by the supervisor.

The employee may request a more frequent formal evaluation by their immediate supervisor.

4. Employees rehired by the Yuba County Office of Education, who have/had five (5) previous years of satisfactory performance, may be considered for a modified evaluation process. Following the completion of a satisfactory formal evaluation during the first year of reemployment, the modified evaluation process will be based on the recommendation of the employee's immediate supervisor and approved by the Superintendent/Human Resources Department. The recommendation would require one (1) observation and formal evaluation during the second year probationary period. Once the employee becomes permanent, the additional contract timeline requirements would be followed based on the new hire date.

B. Procedure

1. By October 1st of each school year, the department head will notify employees if they will be evaluated and share the evaluation process, standards, goals and expectations. They will mutually agree upon the dates for the observation and formal evaluation.

2. Employee evaluations are an ongoing process throughout the school year. The formal evaluation shall include, at least one observation of no less than 45 minutes, a formal evaluation conference and a written summary of the observation and evaluation.

3. Continuing administrative support, evaluation and feedback to staff will be accomplished through walk-throughs, informal observations, participation in staff meetings, review of records, performance of related duties and responsibilities, and professional growth activities.

    a. For probationary employees a conference will be held to review the observation form within ten (10) duty days following the first observation. A second conference will be held by March 15th to review the second observation and formal evaluation.

b. For permanent employees a conference will be held to review the observation form within ten (10) duty days following the observation. A second conference will be held to review the evaluation form by the end of May. The observation and evaluation form, review conference may be combined into one meeting as long as the conference is held within ten (10) days of the observation.

4. No area of the evaluation form should be marked "Unsatisfactory" unless, prior to the formal evaluation, the area(s) of concern have been observed, recorded and discussed with the employee, and the employee has received suggestions for improvement.

C. Evaluations will be based on the California Standards for the Teaching Profession:

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective environments for student learning.
3. Understanding and organizing subject matter for student learning.
4. Planning instructional and designing learning experiences for all students.
5. Assessing student learning.
6. Developing as a professional educator.
7. Related duties and professional responsibilities.

D. If any "unsatisfactory" or "satisfactory with recommendations" areas are noted, the evaluator shall be responsible for establishing with the employee a program of remediation that will include recommendations for improvement. Assistance may include, but not be limited to, visitations, training, administrative feedback, and colleague support. A final conference shall be held prior to the end of the school year to review the remediation plan.

E. A permanent employee who receives an unsatisfactory evaluation and/or feels the evaluation is punitive shall, within ten (10) duty days, request to the Superintendent a second evaluation. The Superintendent shall assign an in-house, qualified, administrative evaluator to complete a subsequent observation, written evaluation and conference.

F. 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.

G. Evaluations shall be maintained in the central office. The contents of all evaluations are confidential and may only be accessed by authorized personnel.

H. The employee shall be informed of his/her right to answer, explain, correct or deny, in writing, any facts in question and have his/her reply made a part of their personnel file within ten (10) duty days of receiving the written evaluation. While the employee has the right to respond at any time, after the ten (10) duty days, the document will be placed in the employee's personnel file.

I. Employees shall receive a copy of all written observations and formal evaluations.

J. Non-administrative employees shall not participate in the evaluation of other certificated employees.

K. The contents of an evaluation are not subject to the grievance procedure.

ARTICLE 16
TEACHER SUPPORT , MENTORING, AND LEADERSHIP ROLES

The Peer Assistance and Review portion of this article, including the PAR Program Eligibility, Participating Teacher, PAR Panel and Consulting Teacher Guidelines, and all reference to it in the contract are archived until further notice.

The TCIP Support Provider language in this article will not be impacted by this adjustment.

PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

In accordance with AB1X, enacted March 1999, there shall be a Peer Assistance and Review (PAR) Program, hereinafter referred to as "Program" for all certificated employees. The program provides a mechanism whereby exemplary teachers assist participating teachers in the areas of subject matter knowledge and teaching strategies (California Standards for Teaching Professions, Nos. 1-5). It is understood that the purpose of participation in the Program is to provide peer assistance and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of the Participating Teacher. Specific procedures and timelines are outlined in the PAR handbook.

A. Program Eligibility

1. Mandatory Participation: This component of the Program shall provide peer assistance intervention to permanent teachers who receive an "unsatisfactory" evaluation in the areas of subject matter knowledge and teaching strategies (see Evaluation Article).

2. Other Participation: Permanent Teachers who seek to improve their teaching performance may self-refer to the Panel for peer assistance intervention.

    a. Beginning teachers having probationary or temporary status may be referred to the Program by the designated evaluator or may self-refer to participate in the Program.
    b. The Panel shall have the authority to accept or reject non-mandatory referrals from volunteers or principals. Teachers so referred shall have an opportunity to appear before the Panel prior to its determination regarding such a referral.

3. Exclusions: The Program shall not deal with teacher's employment issues that arise from accusations of neglect of duty or misconduct, which are distinct from teachers' evaluations in the areas of subject matter knowledge and teaching strategies.

B. Participating Teachers: The Participating Teacher is a unit member who receives assistance to improve in the areas of subject matter knowledge and teaching strategies. There are three categories of Participating Teachers.

1. Referred Teacher: The purpose of participation in the Program is to assist permanent teachers in need of development in subject matter knowledge and teaching strategies. Permanent unit members shall be required to participate in the Program as a result of an "unsatisfactory" evaluation.

    a. The Referred Teacher may present reasons in writing why their specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.
    b. The Consulting Teacher shall provide assistance to the Referred Teacher and submit progress reports as required by the Panel. The Consulting Teacher shall continue to provide assistance to the Referred Teacher until the Panel determines that the intervention has been successful or that the Referred Teacher will not benefit from continued participation in the Program. The Referred Teacher shall have the right to submit a written response to each report.

2. Volunteer Teacher: The purpose of voluntary participation in the Program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Panel to assign a Consulting Teacher to provide peer assistance. The Volunteer Teacher shall indicate the area(s) where he/she seeks assistance in his/her request.

    a. The Volunteer Teacher may terminate his/her participation in the Program at any time by written notification to the Panel
    b. All communication between the Consulting Teacher and a Volunteer Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the designated evaluator or Panel

3. Beginning Teachers: The purpose of participation in the assistance component of the Program is to support Beginning Teachers in need of assistance to improve subject matter knowledge and teaching strategies.

    a. The Beginning Teacher shall be defined as:
        i. Fully credentialed first or second year teachers
        ii. Intern teachers
        iii. Teachers with Emergency Permits
        iv. Experienced teachers who are new to the County Office
        v. Beginning Teachers shall be served on a priority basis as determined by the Panel

C. Panel Composition and Selection

1. The Program is supervised and evaluated by a Panel composed of a majority of certificated teachers selected by the Association and administrators selected by the Superintendent. The panel will include three teachers and two certificated administrators. The chair alternates annually between a teacher and an administrator. A panel year is defined as July 1st through June 30th. A panel member shall serve for no more than two consecutive terms. Panel members must be off the panel for at least one year before being re-selected. The Association/Superintendent shall appoint the first Panel selected for two- or three-year terms. Alternate panel members will be selected according to established procedures outlined in the PAR handbook.

2. Certificated Panel members and alternates will receive an hourly stipend of $35 per hour for work performed and meetings attended outside of their designated duty day.

3. Administrative representatives to the PAR panel are not eligible for stipends.

D. Panel Duties and Responsibilities

1. The Panel shall:
    a. Administer the Program
    b. Determine its own meeting schedule with a minimum of three meetings per year
    c. Establish operating rules and procedures
    d. Participate in any training required to implement the Program
    e. Select, oversee and assign Consulting Teachers based on participation in the Program, budget allocations, and other relevant considerations
    f. Use a consensus model for decision making
    g. Accept or reject non-mandatory referrals for peer assistance intervention from principals and volunteers
    h. Meet with Consulting Teachers periodically to review the progress of Participating Teachers
    i. Collaborate with other teacher support programs
    j. Provide for and oversee training of Consulting Teachers, evaluating principals or designated evaluators
    k. Generally, meet within the Panel's workday, however, work outside of the regular workday shall be compensated at their hourly rate (refer to Appendix D)
    l. Monitor and evaluate the effectiveness of the Consulting Teacher(s) and make decisions regarding their continuation/termination in the program
    m. Review the combined Consulting Teacher responsibilities and services provided on an annual basis to determine whether or not to continue

n. Monitor the progress of Referred Teacher intervention at the end of both the Fall and/or Spring Cycle(s) including making the decision regarding the success of such intervention and so advising the Superintendent

o. Make the recommendation regarding placement of the final report in the Referred Teacher's personnel file and determine whether the Referred Teacher should continue to receive PAR Program support or be exited from the PAR Program

p. Evaluate the Programs impact and make any necessary recommendations for improvement on an annual basis

q. Panel will forward the final report and referred teachers' response (if provided) to referring designated evaluator

r. Approve staff development projects and staff compensation at their hourly rate for the time spent outside of the duty day (refer to Appendix D)

E. Panel Recommendations and Decision Making

1. The Panel uses a consensus model for decision making. Failing consensus, decisions will be made by majority vote. A majority vote is defined as a majority of the members present and voting at the meeting.
2. To conduct an official meeting, at least three of the five members of the Panel must be present. No action or recommendations shall be voted upon unless at least two association Panel members and one county Panel member are present.
3. A Panel member shall neither participate in discussions nor vote on any matter in which they have a conflict of interest. Alternate panel members will be utilized in the case of a conflict.
4. The Panel shall not act on the Consulting Teacher's reports before ten workdays following receipt of the report to allow a Participating Teacher to submit a written response. By written agreement of the Panel and the Participating Teacher, timelines can be extended.
5. The Panel shall make recommendations to the Superintendent concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Superintendent, whom after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Superintendent, the Panel shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

F. Confidentiality: All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, panel members may disclose such information only as needed to administer the Program.

G. Duty to Indemnity: Pursuant to Education Code Section 44503©, teachers who provide assistance and review by serving as a Consulting Teacher or participating on the PAR Panel, shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of

Title I of the Government Code. Teachers must submit a written request to the Superintendent for the County Office to provide legal assistance.

H. Funding: Program expenditures will be limited to the revenue received from State PAR funding. Not more than 5% of the funds received by the County Office for PAR may be expended for administration costs. It is understood and agreed that this program shall terminate or be modified if for any reason there exists an inability for funding through ABIX (1999 Villariagosa), TCIP or successor legislation.

G. Consulting Teacher: A Consulting Teacher shall be a permanent certificated teacher who provides assistance to a participating teacher as outlined in the PAR program.

1. Qualifications
    a. The Consulting Teacher shall:
        i. Possess a clear California Credential;
        ii. Have a minimum of five (5) years of recent teaching experience, three (3) of which were with the Yuba County Office of Education;
        iii. The designated evaluator, consulting teacher and participating teacher may meet to discuss and/or revise plan when agreed upon by all participants;
        iv. Demonstrate exemplary teaching ability as provided by Ed Code Section 44500;
        v. Demonstrate ability to work cooperatively with teachers and administrators, effective leadership skills and experience working on committees;
        vi. Have extensive knowledge of subject matter and mastery of a range of teaching strategies, including classroom management and instructional techniques.
2. Selection
    a. The Consulting Teacher shall be selected as follows:
        i. A notice/announcement of vacancy will be distributed.
        ii. Applicant(s) shall be required to submit a completed application packet, which includes a cover letter explaining their interest in being a consulting teacher, an application form, and at least two Professional Reference Forms from individuals who have direct knowledge of the applicant's abilities for the position.
        iii. Resume is optional.
        iv. All applications and references submitted to the panel will be treated with confidentiality.
        v. Panel members shall observe candidates in their classroom prior to selection.
        vi. Selection of consulting teachers will be by the PAR

panel according to established procedures.

3. Duties and Responsibilities

   a. Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The PAR program strongly encourages a cooperative relationship among the Consulting Teacher, designated evaluator, and the Participating Teacher with respect to the process of peer assistance and review. The Consulting Teacher shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.

   b. The Consulting Teacher shall:
      i. Collaborate with the referred PAR participant's designated evaluator by seeking clarification concerning the basis for the "Unsatisfactory" evaluation that resulted in the referral.
      ii. Develop an assistance plan for each referred PAR participant which includes performance goals developed with the participant in collaboration and cooperation with the participant's designated evaluator.
      iii. Meet with the designated evaluator and participating teacher to discuss and/or revise the plan, when agreed upon by all participants.
      iv. Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
      v. Meet regularly for observations/discussions with each participating teacher.
      vi. Conduct model lessons, staff development and seek appropriate resources as needed.
      vii. Maintain a written log of contacts and specific support given to each Participating Teacher.
      viii. Document all observations, visitations and meetings.
      ix. Submit periodic written reports to the panel and discuss them with the Participating Teacher.
      x. Continue to provide assistance until the Panel directs the Consulting Teacher to cease support because it has determined that the teaching performance of the referred teacher is satisfactory or that further assistance will not be productive.

xi. Submit the final report to the referred teacher and receive his or her signature to verify delivery and receipt prior to submitting the report to the panel and designated evaluator.

xii. Participate in an annual review of the program with the Panel.

4. Terms and Conditions
   a. Consulting Teachers will serve for a three-year term.
   b. Consulting teacher may be reappointed for a second term of up to three years at the discretion of the panel.
   c. Consulting Teachers will have a two-term limit (6 years) and must wait one year before reapplying for the position of Consulting Teacher

5. Compensation
   a. Consulting Teachers will receive release time as needed.
   b. Consulting Teachers will receive end of Fall and/or Spring cycle stipend of $350 per cycle. If the Consulting Teacher doesn't complete the full cycle, the stipend will be prorated.
   c. Consulting Teachers will receive compensation at their hourly rate (refer to Appendix D) for work performed and meetings attended outside of their designated duty day.
6. Workload
   a. The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

H. TCIP Support Provider: A TCIP Support Provider shall be a permanent certificated teacher who provides support to eligible new teachers.

1. Qualifications:
   a. Possess a clear California credential;
   b. Have a minimum of three years teaching experience, at least two of the three with the Yuba County Office of Education;
   c. Demonstrate exemplary teaching ability;
   d. Extensive knowledge of subject matter and mastery of a range of teaching strategies;
   e. Demonstrate a willingness to attend required trainings and meetings;
   f. Demonstrate skills in written and oral communication.
2. Selection:
   a. A notice/announcement of vacancy will be distributed.
   b. Applicant will be required to submit a complete application packet.
   c. Resume is optional.

d. Panel will review applicants and select support providers per established procedures.
e. Selection will be based on TCIP criteria, applicant area of expertise and new teacher position/assignment.
f. Priority for selection will go to applicants who are currently employed by the YCOE.
g. YCOE Retirees may be considered if YCOE existing staff cannot meet participating teacher support needs.
h. If there are not enough YCOE employees to provide TCIP support, YCOE may contract with TCIP Consortium to obtain providers.
i. All applications submitted to Panel will be treated confidentially.

3. Responsibilities
   a. Attend TCIP required trainings and meetings.
   b. Observe new teacher per TCIP requirements.
   c. Meet with new teacher per TCIP requirements.
   d. Attend PAR Panel meetings to provide periodic updates.
   e. Participate in annual review of program with PAR Panel.
   f. Submit required reports and documents per TCIP requirements.
4. Terms and Conditions:
   a. The TCIP Support Provider will serve a two-year term. They may expand their length of service if recommended by:
      i. TCIP Administrator
      ii. Successful completion of mentor assignment
5. Compensation
   a. TCIP Support Provider will receive release time as needed.
   b. TCIP Support Provider will receive end of Fall and/or Spring cycle stipend as stipulated in Appendix D. If TCIP participant does not complete the full school year, stipend will be prorated.
6. Workload
   a. The number of new teachers, trained TCIP Support Providers and funding shall determine the TCIP Support Provider to beginning teacher ratio.

l. Teacher Leader/Trainer: A Teacher Leader/Trainer shall be a permanent certificated teacher who provides training, coaching, and professional development for staff.

1. Qualifications
   a. Possess a clear California credential;
   b. Have a minimum of five (5) years of recent teaching experience, three (3) of which were with the Yuba County Office of Education;

c. Demonstrate exemplary teaching ability as provided by Ed Code Section 44500;
d. Demonstrate ability to work cooperatively with teachers and administrators, effective leadership skills and experience working on committees;
e. Have extensive knowledge of subject matter and mastery of a range of teaching strategies, including classroom management and instructional techniques;

2. Selection
   a. A notice/announcement of vacancy will be distributed.
   b. Applicant(s) shall be required to submit a letter of interest that will be reviewed by the program administrator.
   c. Selection of Teacher Leader/Trainer will be determined by program administrator and/or department head.

3. Duties and Responsibilities
   a. Attend required trainings to acquire necessary skills/certifications.
   b. In coordination with administration, plan and deliver staff development.
   c. Support/coach teachers, paraeducators and other staff as appropriate.

4. Terms and Conditions
   a. Teacher Leader/Trainers will serve for a three-year term,
   b. Term may be extended by mutual agreement of program administrator and teacher leader.

5. Compensation
   a. Teacher Leader/Trainers will receive release time as needed.
   b. Teacher Leader/Trainers will receive a semester stipend of $500.
   c. Teacher Leader/Trainers will be paid their hourly rate on a timesheet for work performed and meetings attended outside of their designated duty day.

J. Intern Teacher Mentors: Intern Teacher Mentors shall be a permanent certificated teacher who provides mentoring services to Intern Teachers.

1. Confidentiality: All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, panel members may disclose such information only as needed to administer the Program.

a. Qualifications

i. Possess a valid corresponding Clear credential in the credential area they are supporting.

ii. Have a minimum of five (5) years teaching experience, at least three (3) years with the Yuba County Office of Education.

iii. Demonstrate exemplary teaching ability as provided by Ed Code Section 44415.5.

iv. Demonstrate a willingness to attend required trainings and meetings.

v. Demonstrate skills in written and oral communication.

b. Selection

i. A notice/announcement of vacancy will be distributed via email to all qualified certificated staff internally first. The notice will include the required mentor qualifications, candidate's worksite, and type of credential the mentor must support.

ii. Applicant will be required to submit a complete application packet. Resume must be included.

iii. Panel will review applicants and select Intern Teacher Mentors. The Panel will include a certificated teacher selected by the Association, administrator selected by the Superintendent and a Human Resources designee.

iv. Selection will be based on the Intern University/Consortium criteria, applicant area of expertise and new Intern Teacher position/assignment.

v. Priority for selection will go to applicants who are currently employed by the YCOE.

vi. YCOE Retirees may be considered if YCOE existing staff cannot meet participating teacher support needs.

vii. If there are not enough YCOE employees to mentor new Intern Teachers, YCOE may review other applications with less qualifications.

viii. All applications submitted to Panel will be treated confidentially.

c. Responsibilities

i. Observe Intern Teacher per Intern University/Consortium requirements.

ii. Provide YCOE and/or Intern University/Consortium any documentation required for the role as the Intern Teacher Mentor.

iii. Understand and maintain confidentiality and discretion about Intern Teacher Candidates. Establishing trust is a primary requirement.

iv. Provide a minimum of 1 hour per week of support and guidance to the Intern Teacher(s) that the Intern Teacher Mentor is supporting:

- Support and guidance may include a variety of activities, including: lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, co-teaching as needed in order to meet the Teaching Performance Expectations (TPEs) and teach effectively, as well as email and phone conversations between the site Mentor and intern teacher candidate.
- Collaborate and communicate with Program Administrators, District Coordinators, other Mentors, Site Administrators, Field Supervisors, and Instructors as requested.
- Assist new Intern Teacher in identifying and participating in early field experiences in general education and special education settings.

v. Support and guide the intern teacher weekly by connecting the intern teacher with other resources, support staff, professional development, and staff meetings/training.

vi. Be a positive role model by demonstrating a commitment to ongoing professional growth and a positive professional attitude.

vii. Participate in program evaluation and complete any required record keeping in a timely manner.

viii. Agree to complete required trainings and meetings.

d. <u>Terms and Conditions</u>

i. The Intern Mentor Teacher assignment is for the current school year only and no promise of continued service is given or implied. They may expand their length of service if recommended by:

- Intern University/Consortium.
- Successful completion of mentor

assignment.

ii. Based on program need, should their services not be needed for the full length of the current year, YCOE stipend, may be prorated for the time served.

e. Compensation

i. Intern Mentor Teacher will receive release time as needed.

ii. Intern Mentor Teacher will receive end of Fall and/or Spring cycle stipend as stated on Appendix D for the first intern. If Intern Mentor Teacher does not complete the full school year, stipend will be prorated.

iii. YCOE will not provide Fall and/or Spring cycle stipend(s) if the Intern Mentor Teacher is receiving a stipend from the University/Consortium.

ARTICLE 17
LEAVES

A. Sick Leave

1. Full-time employees who work ten (10) months per year (contract year) shall be entitled to ten (10) days of paid sick leave per year. For purposes of this article only, a day shall be defined as seven (7) hours.

2. Employees who work other than full time shall earn sick leave on a pro-rated basis.

3. Verification of Illness from the employee's physician may be required at any time when deemed necessary by the County Superintendent.

4. Unused sick leave shall accrue without limitation.

5. The Superintendent shall provide each employee with a written statement of his or her accrued sick leave total. Such statement shall be provided no later than the last working day of September of each school year.

6. Employees who work the full-time equivalent of extended year (19 days) will earn one (1) day of sick leave (4.5 hours) which can be used during their regular work year.

B. Personal Necessity

1. Employees are entitled to leave for personal necessity not to exceed ten (10) days per year which shall be charged against sick leave. Personal necessity will be prorated for employees who work less than a full-time contract.

2. Personal necessity days are non-accruable.

3. Use of personal necessity leave shall be as follows:

a. Death, Serious Illness or Accident

i. Unlimited Days: Any days of leave of absence for sick leave (see Article XVII, Section A) may be used by the unit member for the following reasons;

- Death or Serious illness of a member of his/her immediate family.
- Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

ii. Permission to Use: Advance permission is not required for this leave. The employee shall, however, advise his/her supervisor of the circumstances as soon as reasonably possible and shall complete a leave form when he/she returns to work.

b. Emergency: Leave pursuant to this paragraph shall be limited to circumstances that are emergency in nature.

i. To qualify as an emergency, the situation must meet all of the following criteria:

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

ii. Advance request for Emergency leave shall be submitted in writing on a Leave Request Form to the supervising administrator in advance whenever possible.

iii. In those situations when a written request has not been submitted due to the nature of the emergency, the form requesting personal necessity leave shall be completed by the unit member upon return to work.

iv. In extreme circumstances, additional (i.e., more than ten (10) total) days of sick leave may be utilized if the situation meets all of the criteria set forth in Section B.2.b.i., above). Such additional days are at the sole discretion of the Superintendent.

4. One day may be used for any circumstance not listed under Article 17, Section B. number 1 to 3 above with five (5) working days advanced notice.

C. Personal

1. Up to four (4) days of leave of absence allotted for personal necessity may be used each year by a unit member, for personal reasons:
    a. Attendance at children's school functions.
    b. Necessary business transactions which can be handled only during normal business hours (identify specific areas of business on request form).
    c. Such leaves may not be used for matters of purely personal convenience, recreation, or to intentionally extend holidays.
    d. Such leave shall not be used for concerted activity.
    e. Leaves in this category may not be taken for purpose of conducting business for which the employee could reasonably be expected to receive compensation and shall not be used for concerted activities.
    f. Religious observances.
    g. Personal may not be used for recreational purposes.
    h. If there are extenuating circumstances for personal leave, contact the Human Resources Director at least five (5) days in advance to discuss approval.
2. A unit member may take such leave if he/she completed and submits to their supervisor a Request for Absence form at least five (5) days in advance.

D. Falsification of Leave: Any bargaining unit member who falsifies a request for personal necessity leave shall be guilty of a violation of the Agreement and subject to appropriate discipline.

E. Bereavement

1. Employees may use up to five (5) days of paid leave of absence, or seven (7) days if travel of more than 200 miles one (1) way is involved on account of death of any member of their immediate family. Bereavement leave must be used within three (3) months after the death of the person for whom the unit member is taking leave. A unit member may make a request to the Superintendent to extend the usage timeframe by submitting the request to the Executive Director of Human Resources. This leave shall not be deducted from sick leave and may be taken to address emotional issues, attend the services and any legal issues related to an immediate family member's death.

2. Member of the "immediate family" is defined as the spouse, children (including step, foster, in-law, and grand), parents (including step, foster, and in-law), siblings (including step, foster, and in-law), grandparents (including step, foster, and in-law), or any relative living in the immediate household of the employee.

3. Personal necessity may be used to extend bereavement leave.

4. A unit member may request of the Superintendent bereavement leave for someone not listed above. The request must be submitted to the Executive Director of Human Resources as follows:

    a. Request shall be submitted at least three (3) business days before the bereavement leave is to be taken. Due to the immediacy of the bereavement, the request shall be submitted upon return to work.
    b. Unit member shall state the relationship and provide an explanation.
    c. Unit member shall provide verification for the bereavement leave.

F. Child Rearing

1. Upon request, the County Office may provide an employee who is a natural or adopting parent, or a legal foster parent or guardian, an unpaid leave of absence for the purpose of rearing their child.

2. Such leave shall be in effect up to one (1) full school year.

3. The employee shall request this leave at least forty (40) instructional days prior to the anticipated date on which the leave is to commence.

4. If the leave is for a full school year, the employee must notify the County Office of his/her intent to return or to resign no later than April 15.

5. If the leave is approved, the employee shall be entitled to continue the total fringe benefit package at their cost during the leave, return to the same position which they held immediately prior to commencement of the leave if it still exists or one for which they are qualified and to the salary schedule on the appropriate step.

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

G. Adoption/Parental Leave: An employee who is adopting a child or becoming a parent shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the child. This leave is to be used within ten (10) days of the initial placement of the child with the intent of adopting the child.

H. Industrial Accident

1. Employees who are absent from duty because of injury or illness which results from industrial accidents which qualify under Worker's Compensation Insurance shall be allowed leave with full salary from the first day of absence

to and including the last day of absence caused by such accidents.

2. Allowable leave for each injury or illness (with full salary) shall not exceed sixty (60) working days for any one (1) accident or illness.

3. This leave shall be charged at the rate of one (1) full day of authorized absence, regardless of Worker's Compensation Insurance.

4. This leave is not accumulative from year to year and if the industrial accident or illness overlaps into a new fiscal year, the employee shall have only that amount of leave which was not used in the prior year for the same accident or illness.

5. Periods of absence caused by industrial accident or illness shall not be considered a break in service.

6. Disability checks received from Worker's Compensation Insurance shall be endorsed by the employee for payment to the County Office. The County Office shall pay the employee their full day's wage, but no more, and shall make normal authorized deductions from the warrant.

7. The employee must remain in California during the absence unless the County Board grants them permission to leave.

8. After the industrial accident leave has been used, the employee shall be entitled to use any of their sick leave, or other available leave provided by law or action of the County Board to cover the illness or injury which resulted from an industrial accident while performing County Office work.

I. Professional Development

1. Employees shall be entitled to at least three (3) days of paid leave each school year for the intended purpose of improving their teaching skills. This may include, but is not limited to, conference days, peer observation, workshops, or observation of other programs.

2. Approval will be conditioned upon other requests received for the same time period and the needs and responsibilities of the County Office.

J. Unpaid

1. The Superintendent may grant an employee an unpaid leave of absence for any good reason up to a maximum of one (1) school year.

2. The requirements for such a leave are at least forty (40) instructional days notice by the employee, agreement on a return date, and the ability of the County Office to obtain a properly credentialed replacement.
3. If the leave is for a full school year, the employee must notify the County

Office of his/her intent to return or resign no later than April 15.

4. If the leave is approved, the employee shall be entitled to continue the total fringe benefit package at their cost during the leave, return to a position for which they are qualified and to the salary schedule on the appropriate step.

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

K. Jury Duty: An employee shall be allowed time off with pay as required in connection with jury duty; provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.

L. Maternity

1. Under authority of the Education Code, the County Office shall provide leave of absence from duty for any employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom, and/or illness of the infant.

2. The length of the leave of absence, including the date on which the leave shall commence and the projected date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

3. Conditions caused or contributed to by pregnancy, miscarriage, childbirth and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment under the conditions of the sick leave and extended illness leave provisions.

4. Employees must request maternity leave in writing two (2) months before the leave will begin. The beginning and projected ending dates of the sick leave shall be determined on the basis of the employee's physical condition as certified by her physician; or in case of illness of the infant, by the attending physician. This physician's certification of physical disability shall be in writing and submitted to the County Superintendent. Upon certification in writing by the physician that the physical disability due to the pregnancy, miscarriage or childbirth has ended and the employee is physically able to return to work, on such date all sick leave benefits under the extended illness policy will end. As of such date as certified by the physician and the employee, she would be expected to return to work and would be required to notify the County Superintendent in writing that she is able to return to her contractual assigned position. At the end of the maternity leave she may return to the same position in the county. In the event the employee wishes to extend the maternity leave beyond the date that the physician has certified as the end of the recovery period, she may make a request in writing for a child rearing leave.

M. Extended Illness

1. When an employee has exhausted all available sick leave and continues to be absent from their duties for a period of five (5) months or less, they shall be placed on extended illness leave. During the extended illness leave, the employee shall receive differential pay. This is the difference between their regular salary and the substitute rate of pay as defined in Regulation 4121. If a substitute is not employed, the employee shall receive the difference between what would have been paid a substitute and their regular salary.

2. The sick leave (including accumulated sick leave) and the extended illness run consecutively.

3. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

4. An employee who has exhausted all sick and extended illness leave, who continues to be absent on account of illness or accident, and who is not medically able to resume the duties of their position shall be placed on a reemployment list if not placed in another position. An employee on probationary status shall be placed on the list for a period of 24 months and a permanent employee shall be placed on the list for 39 months. When the employee is medically able (during the 24 or 39-month period) as certified by their physician, they shall be returned to employment in a position for which they are credentialed and qualified. The 24 or 39-month period shall begin at the end of the extended illness leave (five-month period).

N. Judicial and Official Appearance (Ed Code 44036)

1. The County Office may grant leaves of absence to employees to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through employee misconduct.

2. The County Office may grant such leaves of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he receives for jury or witness fees.

O. Personal Family Illness Leave: Each employee shall be entitled to use their available sick leave in the case of serious illness or injury of a member of the employee's immediate family, and when the presence of the employee is necessary as verified by a physician. The employee's immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

P. Discretionary Day: All employees are eligible for one (1) discretionary day each fiscal year provided they work no less than 50% of an equivalent full year contract. This day is not accruable and must be used in full day blocks. The discretionary day cannot be used during extended year. Five (5) working days' notice shall be required when requesting to use a discretionary day. Approval will be based on program needs. The discretionary day will not be charged to sick leave.

Q. Family Care and Medical Leave: A regular employee who has been employed for at least one (1) school year, and who meets all other requirements, may be granted an unpaid leave for up to twelve (12) work weeks under the provisions of the federal Family and Medical Leave Act and the California Family Rights act. The leave may be used for the birth or adoption of a child or a child placed in foster care; for the care of a seriously ill child, spouse or parent, or for the health condition of an employee. During the leave, the County Office will continue to pay the employer share of the cost of fringe benefits. The guidelines and forms are available from the Director of Human Resources.

R. Misuse of Leave

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

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

3. The employee will receive no less than a deduction of pay for any above misuse.

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

T. Catastrophic Leave Bank

1. Definition

a. A Catastrophic Leave Bank will be created by the Yuba County Office of Education by budgeting $10,000 to be used for a catastrophic illness or injury. On July 1st of each school year, the Bank will have a beginning balance of $10,000.

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

c. "Member of employee's family" shall be limited to husband, wife, son, daughter, stepchildren, mother or father of the employee. A request may be made to the Catastrophic Leave Bank Committee and/or Superintendent for an immediate family member not listed.

2. Eligibility
   a. All employees that have completed three (3) years of service (date of hire) to the Yuba County Office of Education will become eligible to withdraw from the bank.
   b. The Catastrophic Leave will not be available for workers' compensation illness or injury.

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

4. Withdrawal from the Bank
   a. An employee must use all sick leave and any other paid leave including five-month difference pay, if applicable, before they may become eligible to request withdrawal from the bank.
   b. Withdrawal from the Bank, shall be granted in units of no more than thirty (30) duty days. Employees may submit requests for extensions of withdrawals as their prior awards expire. In no event shall such requested withdrawal exceed sixty (60) duty days in any school year.

5. Procedure for Request from the Bank
   a. An employee desiring Catastrophic Leave pursuant to this section shall submit a written request to the Catastrophic Leave Bank Committee through the Director of Human Resources. This request must include a doctor's statement indicating the nature of the illness or injury and probable length of absence from work. If for a family member, the doctor's note must include a statement that the employee is required to provide medical assistance. A meeting of the Catastrophic Leave Bank Committee will be called to review the application for eligibility and make a recommendation to the Superintendent.
   b. If an employee is incapacitated, requests for Catastrophic Leave may be submitted in writing by a member of the immediate family.
   c. The Committee shall keep all records confidential and shall not disclose the nature of the illness. Application shall be reviewed by the Committee and they will make a

recommendation to the Superintendent. The Superintendent will make the final decision and report that decision to the applicant, in writing, within ten (10) duty days of receipt of the application.

ARTICLE 18
SAFETY CONDITIONS OF EMPLOYMENT

A. Procedures for student discipline will be maintained at each site.

B. Any abuse of school employees of any type, assault or battery, and/or threats of force or violence, at any time or place, which is related to school activities or school attendance, shall be reported immediately by employees to the administration. The employees shall complete a Safety Conditions of Employment Report (attached as Appendix F and in the Employee Corner of the YCOE website) relating to the violations in writing within twenty-four (24) hours of the occurrence. The administration shall notify the employee in writing of the action taken within three (3) working days after the report is submitted.

C. Employees shall be provided coverage under the terms and conditions of the county workers' compensation program and illness leave provisions for any injury, illness or death arising out of or in the course of their employment.

D. Employees shall call, in writing, to the attention of the administration any conditions which would create or cause a hazard to the safety of pupils and/or employees. The administration shall notify the employee in writing of the action taken within three (3) working days after the report is submitted.

E. Crisis Prevention Intervention (CPI) has been adopted by the Yuba County SELPA to teach non-violent crisis intervention to staff by focusing on safe management of disruptive and assaultive behavior of students. Specific program requirements are outlined in the Staff Handbook.

1. Stipends are provided to staff who participate according to existing staff development reimbursement guidelines.

F. The Yuba County Office of Education's state-mandated Workplace Violence Plan should be reviewed. It can be found on the YCOE website in the Employee Corner.

ARTICLE 19
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a formal written statement that there has been a violation, misinterpretation or misapplication of a provision of the Agreement, which includes a statement of the grievance, the circumstances involved and the section of the contract allegedly violated.

2. A grievant is any employee, covered by the terms of this Agreement, directly impacted by the alleged grievable action.

3. An alleged violation which is under another jurisdiction set up by state or federal law shall not be subject to this procedure.

4. For purposes of this article, a day is any day in which the central/administrative offices of the County Office are open for business.

B. General Provisions

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

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

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

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

3. If a satisfactory settlement is not mutually agreed to, the employee may begin the formal procedure.

D. Formal Procedure

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

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

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

4. Level IV
   a. If the grievant is not satisfied with the disposition of the grievance, the Association may submit the grievance to binding arbitration. Written notice to the Superintendent

shall be made within five (5) days.

b. The Association 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 the Association. All other expenses shall be borne by the party incurring them.

d. Both the Association 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 separately 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 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 a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, the findings and recommendations which shall be binding on all parties.

ARTICLE 20
MISCELLANEOUS

A. If any provision of this agreement or any application to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

B. Within thirty (30) days after both parties have ratified this Agreement, the County Office will prepare and deliver sufficient copies for employee distribution by the Association.

C. Budgetary estimates for each instructional program will be furnished by the principal or department head no later than September 15.

D. The County Office may provide by rule or regulation for the reimbursement of any person

or persons for the loss, destruction or damage by arson, burglary, or vandalism of their personal property. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee bringing the property and the administrator or designee appointed by him for this purpose at the time the approval for its use was given. The County Office may establish a maximum value of reimbursement which will be paid. (See Education Code 35213.)

ARTICLE 21
SALARY

A. For the 2026/2027 school year, there will be a four percent (4%) ongoing increase to the Certificated and CTE 2025/2026 school year salary schedules.

B. For 2026/2027 school year, there will be a ten percent (10.0%) increase in the Speech Therapist 2025/2026 school year salary schedule.

C. The Parties agree to a newly restructured three percent (3%) squared certificated salary schedule effective 2022-2023. This certificated salary schedule includes a total of 182 workdays that will be applied as follows:

1. One professional development day
2. One workday before the start of the school year.

D. The parties agreed to the CTE Teacher Salary Schedule, effective July 1, 2024. The CTE Teacher Salary Schedule will follow the Certificated workdays for a total of 182 days.

E. Effective July 1, 2024, YCOE will add a Service Year Longevity Stipend. This stipend will be prorated based upon full-time equivalent 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

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

Longevity pay for full-time and part-time unit members employed or re-employed will be based on consecutive years of service with YCOE.

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

F. The parties agreed to the Speech and Language Pathologist Salary Schedule, effective July 1, 2022. The SLP Salary Schedule will follow l.1.e. above. The SLPs work year shall

be increased by ten (10) workdays, for a total of 192 days. The additional ten (10) days will be applied as follows:

1. Therapy will commence one week after the first day of school and end one week prior to the last day of school.

2. SLP work year will start four (4) days before instructional staff and end six (6) days after the last day of school.

3. The six (6) days after the last day of school could be completed during the school year working extra hours in a day. The SLP who completes the hours prior to the end of the school year, does not have to work on those calendared days. The SLP who does not work those days will work the amount they did not work during the year on those calendared days. The employee shall keep records of the hours worked in excess of their seven and one-half (7.5) hour workday and provide those records to their immediate supervisor two (2) weeks before the last day of school. If an employee has not worked the hours in excess of the additional six (6) days during the instructional year, a schedule shall be submitted to the Supervisor along with the written record of hours. The employee will communicate with their supervisor to show they have made every effort to complete work duties during their seven and a half (7.5) hour workday.

4. The six (6) days must be completed prior to accessing Article 6, Section D.

G. Employees who work part-time will have their salary prorated according to their step and column on the salary schedule.

H. Master's Degree shall add $1,200 per year to the employee's salary and Doctorate shall add $1,700 to the employee's salary. Employee shall be compensated for the highest degree achieved.

I. Full and part-time employees are required to work no less than 50% of their contract work year to be eligible for any step increase.

J. Employees hired during the school year must work no less than 50% of an equivalent full-year contract to be eligible for any step increase.

K. Employees of the County Office who elect to teach extended year, and who possess the appropriate credential, shall be paid based on their placement on the salary schedule prorated for the number of hours worked. All others will be placed on Range II Step I of the salary schedule and paid prorated for the number of hours worked.

L. When an employee advances to the next column, they shall be given experience credit for all years spent on the last step of the previous column.

M. When any employee is required to work above and beyond their normal work year, their rate of pay will be based on their full-time equivalent salary prorated for the time worked.

N. Employees on a traditional calendar have the option of receiving eleven (August through June) or twelve (August through July) equal payments. Employees who work 217 days will receive twelve (12) equal payments (July through June).

O. Provision for Placement on Salary Schedules:

1. Employees, who return to work for the County Office after being gone one (1) year or less, shall return to the salary schedule where they were when they left. All other employees will be treated as new employees and placed accordingly.

2. Experience credit is granted on the basis of one step for each year of properly verified certificated teaching experience with a limitation of twelve (12) years of such credit. After the twelfth (12) year of such experience, one (1) year of credit is granted for each two (2) years of experience.

3. CTE Teachers for placement on the CTE Teacher Salary Schedule:
    a. Placed on Column I
    b. CTE Teachers with the required years of service as set by CTC to earn the CTE credential shall be placed on Step 1
    c. For every year over the required years of service as set by CTC to earn the CTE credential, YCOE will grant the CTE teacher one (1) step for each year, up to Step.
    d. For every year over nine (9) years of experience, granted one (1) step for every two (2) additional years of experience.

4. The Superintendent retains the option of placing a new employee on the salary schedule based on relevant successful experience.

P. Stipend for Speech and Language State Licensing

1. Employees that hold a State License for Speech and Language will receive an annual stipend of $2500. This stipend will be prorated for part-time employees.

Q. Stipend for Overnight Supervision

1. An employee who is away from home on an overnight trip and is required to supervise students will receive $150 each night they are with children. All other school-related activities that require employee to be away from home on an overnight trip will require the Superintendent's approval to receive the above stipend.

R. A teacher, with only one full time para educator, will be paid an additional one-half (1/2)

hour per day for preparation of materials on those days during the regular 180-day student work year when the regular classroom para educator is absent for a full day and there is no substitute.

ARTICLE 22
FRINGE BENEFITS

A. The County Office will contribute the following towards the monthly premium costs for each employee towards fringe benefits effective June 2026:

Medical (*Tiered*)	
Employee	$ 619.00
Employee + 1	$1,239.00
Employee + Family	$1,674.00
Dental (*Composite*)	$ 113.00
Vision (*Composite*)	$ 22.00
Life	$ 3.90

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

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

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

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

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

G. The County Office will participate in open enrollment each May and employees may choose which medical plan they wish to participate in the following fiscal year.

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

ARTICLE 23
FRINGE BENEFITS - RETIREES, ET AL

A. Employees who are retiring and are at least fifty-five (55) years of age, have been employed with the Yuba County Office of Education the equivalent of at least fifteen (15) years full-time immediately preceding their retirement, and are retiring under the

provisions of STRS or PERS will be provided with fringe benefits as described below:

1. Effective July 1, 2016, the Yuba County Office of Education will pay a contribution equivalent to the employee only CAP (as described in Article XXII) for medical insurance for the retiring employee. The Yuba County Office of Education will pay the contribution for the employee only premium for the dental and vision plan that is offered to regular employees in the same classification for the retiring employee. This total contribution may be used for the medical insurance plan of the employee's choice, **or** for medical, dental and vision insurance, **or** to pay for medical insurance for the employee and spouse. The retired employee shall pay any additional premium that is above the contribution paid by the County Office.

2. Retirees may participate in open enrollment when offered to regular employees. Employees must notify YCOE if they plan to continue participating in the retiree benefit program by May 31st of each year.

3. Retirees may select medical coverage only or all offered benefits. Retirees may not select dental or vision coverage without medical coverage. There is no life insurance coverage for retirees.

4. The retiree may cover their spouse and/or dependents at their cost. Retiree shall make arrangements with the business office to pay the monthly premiums in advance. Coverage must be the same as that of the retiree.

5. This provision shall cease on the last day of the month in which the retiree reaches age sixty-five (65). Employees may continue to purchase insurance at their cost through the carrier, if allowed.

6. The parties are required to follow all rules and regulations of the carriers/administrators.

B. An employee who retires under PERS/STRS, who is fifty-five (55) years of age, and who has worked the equivalent of fifteen (15) years full-time for the Yuba County Office of Education is eligible for paid health, dental and vision insurance until age sixty-five (65). Any employee who meets these conditions may be called upon to provide ten (10) days of service each year to the County Office without further compensation until age sixty-five (65) unless precluded by the employee's health condition. Such service may include serving as a substitute in the classroom, working on a special project, providing consultant services or other mutually agreed upon services. The employee and County Office may also agree to a special project that the employee could do at home. It is the employee's responsibility to keep the County Office informed of their current permanent home address and phone number. These benefits may be terminated if the County Office requests and the retired employee refuses to provide the ten (10) days of service each year.

C. Retiring employees may participate in the fringe benefit plan at no cost to the County

Office under the following conditions:

1. Retiree must have been employed with the County Office immediately preceding their retirement and be retiring under the provisions of a state retirement system (STRS or PERS).

2. Retirees may select medical coverage only or all offered benefits. Retirees may not select dental or vision coverage without medical coverage.

3. Retiree and dependents age 65 or over must apply for Medicare and, if not eligible, submit proof that they are ineligible for Medicare.

4. Retiree shall make arrangements with the business office to pay the monthly premium costs in advance on no less than a quarterly basis.

5. All coverage shall be discontinued upon premium delinquency.

6. The parties shall abide by all rules and regulations of the carriers/administrators involved.

D. Surviving spouses and dependents of employees will be eligible to continue the fringe benefit plan at no cost to the County Office under the following conditions:

1. The employee must have been employed full time by the County Office for at least ten (10) years immediately preceding their death.

2. Fringe benefit coverage shall be the same as that in effect for regular full-time employees of the same classification (i.e. - certificated).

3. Retiree and dependents age 65 or over must apply for Medicare and, if not eligible, submit proof that they are ineligible for Medicare. Unmarried children may continue fringe benefit coverage as long as they continue to meet the Internal Revenue Code definition of Dependent.

4. Arrangements shall be made with the business office to pay the monthly costs in advance of no less than a quarterly basis.

5. All coverage will be discontinued upon remarriage, premium delinquency, attaining eligibility for Medicare benefits, or failure to meet definition of dependent status.

6. The parties are required to follow all rules and regulations of the carriers/administrators involved.

E. Recognition of 'Long Term' Service

1. The Superintendent would like to honor and reward staff who have

provided long term and exemplary Services

2. Employees who have worked for Yuba County Office of Education for thirty (30) years or more shall, after providing a written resignation or proof of retirement to the Superintendent, receive $100 per year of service.

3. The bonus shall be provided to the employee within sixty (60) days after his/her last scheduled workday.

ARTICLE 24
STRS EMPLOYER PICK UP

A. "STRS Employer Pick Up" is a program covered by provisions of Internal Revenue Code Section 414 (h)(2) whereby the 8% employee contribution is non-taxable when reported as paid by the employer. This contribution is still considered part of the employee's compensation for everything except tax treatment.

B. At the request of YCCEA, the County Office will implement this program if all of the following conditions are met:

1. YCCEA shall provide the County Office with written verification that the bargaining unit voted in favor of the program.

2. A majority of all other certificated employees are in favor of the program.

3. There shall be no cost to the County Office for the implementation and maintenance of this program except for normal payroll costs. If any additional or unexpected costs occur, this article shall be reopened upon the request of either party.

4. The County Office and YCCEA agree that it is the employee's responsibility to seek professional advice concerning their individual tax situation and neither the County Office nor YCCEA are liable for any employee's individual consequence of this agreement.

C. This program will be effective for the service period beginning on the first day of the month of the Board's passing of the resolution unless STRS, the County Office of Education, the Internal Revenue Service (IRS) and/or the Franchise Tax Board (FTB) are unable to handle the necessary transactions. If such is the case, the program will begin when all of the above agencies can handle the transaction. It is the intent of the County Office to implement this article as soon as possible.

D. If litigation, legislation, STRS, IRS/FTB administrative rule or regulation modifies this program, only those portions of this article which are affected shall be void as of the effective date of such modifications. The affected portions may then be renegotiated.

ARTICLE 25
TRAVEL AND REIMBURSEMENT

A. Employees who are required to use their own automobiles and who are assigned to more than one (1) school per day shall be reimbursed for actual mileage, based on required travel from the employee's first assigned site to their last assigned site.

B. Employees assigned to only one (1) school site shall not be reimbursed for mileage to and from that school site.

C. Mileage will be reimbursed from the last assigned site of the day to the County Office when employees are required to check their mailbox, attend meetings, or are called into the County Office by the administration.

D. If the employee is required to attend a meeting by their department head at a location other than their assigned school or the County Office, mileage will be paid to the meeting.

E. Exceptional traveling distances may merit differing consideration by the County Superintendent.

F. Mileage reimbursement rates shall be set according to the most current IRS rate in place January of each year.

G. 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:

1. Use of county vehicle if available
2. Use of YCOE credit card to reimburse for gas actually used
3. Mileage reimbursement at the current rate (if 1 and 2 are not available)

H. The Yuba County Office of Education will make mileage rate increase adjustments effective July 1 of the next fiscal year.

I. 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.

J. 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.

ARTICLE 26
DURATION

A. This Agreement shall be effective upon ratification by both parties and continue in full force and effect until June 30, 2027, or until a subsequent contract is agreed upon.

B. The parties agree to reopen negotiations for the 2023-2024 school year as follows:

1. If the cumulative COLA for 2022-2023 and the 2023-2024 as enacted by the State Budget reaches 16%:
    a. Article 21 – Salary will be reopened.
    b. Any articles deemed necessary by both parties.
2. If the cumulative COLA for 2022-2023 and 2023-34 as enacted by the State Budget does not reach 16%:
    a. Any articles deemed necessary by both parties except for Article 21.

ARTICLE 27
PROFESSIONAL DEVELOPMENT

A. Information – Continuing Education – Salary Schedule Advancement

Professional development is a shared responsibility of the County Office of Education and the employees. In order to achieve the highest standard of performance in the certificated service, the employees are encouraged to improve their job related knowledge, skills, and awareness through training/classes.

1. Certificated employees anticipating moving to a new range on the salary schedule based on units to be completed prior to the start of the next school year must give written notice to the superintendent prior to May 15 and must submit evidence of satisfactory completion prior to September 15.

2. Units from accredited colleges and universities shall be recognized. The conversion rate shall be one quarter unit equals two-thirds semester unit (1/4 unit = 2/3 semester unit). Only units satisfactorily completed with a passing grade will be counted.

3. Units may also be earned from attendance at workshops and local class offerings attended outside of the workday at the rate of 15 hours per unit. These workshops must have prior approval from the department head and Director of Human Resources and be related to the individual's current assignment/position and identified professional growth goals. Requests must be made ten (10) days prior to enrollment in the workshop. The ten (10) days may be waived by extenuating circumstances. (Examples are attendance at M.I.C.A. classes, Yuba County Office of Education workshops, Tech Center classes, and classes offered by neighboring County Offices of education and districts).

4. Units accrued from other than college coursework may not be transferable.

5. Workshops and/or units paid for by the County Office may not be used for salary schedule advancement. Repetitive courses and undergraduate courses are subject to limitation for credit for salary schedule advancement. Prior administrative approval of such courses must be obtained. Only those classes or workshops that have as their main purpose the potential to improve the instruction being offered

by the teacher in their designated teaching assignment will be credited for salary advancement. Example: If you are employed by this office as a speech and language specialist and are taking classes for a law degree, it would not meet the criteria, and credit would not be given on the salary schedule.

6. The employee may choose a one-time $50 stipend instead of unit advancement on the salary schedule each time 15 approved hours have been completed. All stipends will be paid on September 30. It is the employee's responsibility to notify the Human Resources Department when they have completed fifteen (15) units.

7. Upon completion of the Continuing Education, written verification of successful completion shall be submitted to the Executive Director of Human Resources for approval. Credit for continuing education, coursework, workshops, or other professional development activities shall be granted upon submission of written verification of successful completion. Acceptable verification shall include, but not be limited to, official transcripts, certificates of completion, letters from the providing institution or program sponsor, or other documentation reasonably demonstrating completion of the approved activity. For formal coursework that issues grades, a grade of "C" or better or a designation of "Pass" shall be deemed satisfactory completion. For coursework or professional development activities that do not issue grades, successful completion as certified by the providing institution or program sponsor shall be deemed satisfactory completion. Credit shall not be denied solely on the basis that a course or activity is non-graded, provided the activity was otherwise approved pursuant to this Article. Review by Human Resources shall be limited to verification of documentation and compliance with this Article and shall not be unreasonably withheld, delayed, or denied. Verification of completion must be accomplished on or before September 15 for salary schedule advancement and September 30 for the one-time stipend, in order to receive the salary award during that fiscal year. The salary schedule advancement award will be added to the annual salary at the beginning of the employee's work year and included proportionately with the regular monthly pay warrant thereafter.

B. Professional Growth Plans

1. All employees will be required to develop a Professional Growth Plan each year. Each full-time equivalent employee will complete 25 hours of professional growth activities per year. This amount will be prorated for part-time employees. Individuals will select a peer advisor to work with them in the development, review, monitoring and verification of professional growth plans and hours. Professional growth is an element of the evaluation process.

2. Individuals will submit the name of their peer advisory and a copy of their professional growth goals/plan to their Department Head for review and approval by August 15th for 12-month employees or by October 15th for 10-month employees.

3. Recommended guidelines have been developed for types of activities that could be included in the plan are listed in the Staff Handbook and are available by request from Department Heads.

4. A review of activities accomplished annually will be discussed with Department Heads when the new plan is developed each year.

C. Staff Development

1. Optional staff development activities will be arranged for staff outside of the work year/duty day according to state guidelines. Stipends of individual daily or hourly rate of pay will be paid to participants.

ARTICLE 28
YEAR-ROUND EDUCATION

A. Modified Work Year

1. The County Office of Education may implement cross-track schedules that allow all tracks equal access to certificated employees without increasing the number of duty days beyond that of other unit members. (Rainbow Schedule.

2. The modified work year schedule may include four-day weeks and should provide for at least one vacation of four weeks (if feasible).

3. The affected certificated employee and their program administrator will mutually agree upon a schedule.

B. Staffing Assignments

1. The certificated employee currently assigned to a program going on a YRE schedule has the option of remaining with the program unless the assignment includes increased length of work year. If an YRE assignment includes increased length of work year, the position should be made available to all interested staff who are appropriately credentialed. The assignment should be made based on program needs and seniority.

2. If a certificated employee assigned to a program going year-round requests to transfer to a traditional schedule, the request must be submitted by March 15.

3. The position shall be made available to all interested staff who are appropriately credentialed. The assignment should be made based on program needs and seniority.

4. Any new openings created due to transfers into year-round education shall

be filled according to the transfer article.

5. If current certificated employees are not interested in year-round education positions and vacancies exist, the YRE position will be assigned to new employees as hired.

6. If #1 through #4 do not apply, and if necessary, the involuntary transfer article may be implemented.

C. Termination of Year-Round Program

1. If a district is converted from a year-round education program (YRE) calendar to a traditional calendar, any affected employee shall remain on the YRE pay plan for the remainder of the year in which YRE is operated.

2. Commencing July of the first full year YRE is not in operation, the employee may remain on the YRE pay plan (July to June) and elect to have funds withheld for the next summer. This election must be made by June 30 of the year YRE terminates.

3. If the employee elects to have funds withheld for the next summer, the employee shall file a voluntary payroll deduction authorization to have 16 2/3% of their gross pay withheld for each of the twelve (12) monthly payroll periods which would be the equivalent of fourteen (14) equal payments. The employee may elect to have the County Office hold this amount to be paid on July 31 and August 31 of the next summer, receive three (3) payments in June or may have deduction made to their financial institution. Once an employee makes this election, it shall not be revocable or altered.

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

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

ARTICLE 29
SPECIALIZED HEALTH CARE

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

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

supervision by someone trained to perform the procedure.

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

ARTICLE 30
LAYOFF PROCEDURE

The Yuba County Office of Education may determine that a reduction in certificated personnel is necessary due to: declining enrollment or reduction or discontinuance of programs or services.

A. Notice: All certificated employees so affected will receive layoff notices on or before March 15th. The layoff notices will include the unit president's contact information. The County Office of Education shall adhere to notice, hearing and layoff procedures as outlined in Education Code 44949 and 44955. Employees shall be laid off in inverse order of employment, based on his/her credential authorization.

B. Reemployment Rights and Responsibilities

1. Laid off employees shall have first priority, by credentials, classifications and seniority, for filling any vacancies or open positions which occur up to thirty-nine months following the effective date of his/her layoff.

2. Individuals on a reemployment list shall have 14 calendar days to respond to a written offer of reemployment by registered mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the County Office by the employee.

3. Failure to respond within the time specified in above paragraph shall cause the individual's name to be removed from the reemployment list until they notify the County Office, they are available.

4. An employee who has previously notified the County Office in writing of their temporary unavailability to accept an offer of reemployment shall not be notified of vacancies during the designated period. The period of unavailability shall be limited to one (1) occurrence and shall continue until the employee notifies the County Office, they are available for employment. (Any notification of unavailability shall constitute one declined as described below).

5. An employee who has received and declined two (2) offers of reemployment shall be removed from the reemployment list.

6. An employee who is laid off and is subsequently reemployed shall be fully restored to their class with all rights. Specific assignments will be made based upon vacancy and appropriate credential. Seniority and benefits shall not accrue during the period of layoff.

7. An employee who is laid off 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 necessary premiums until her/she is eligible for any other group health insurance but not to exceed three (3) months beyond the final termination date.

8. All certificated employees affected by layoff notices, shall be able to use personal necessity leave for the purpose of seeking other employment. Advance notice must be given.

B. Separation Benefits

1. Sick leave earned and unused at the time of separation from employment shall be restored upon reemployment.

2. Sick leave credit earned at one (1) rate while in an employed status and unused shall not be reduced because an employee accepts fewer hours.

3. For computation of credit toward longevity pay, time laid off and on a reemployment list shall not be counted. However, credit for these purposes earned prior to lay off will be restored upon reemployment.

ARTICLE 31
PROGRESSIVE DISCIPLINE

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

Every employee shall have the opportunity and assistance to correct unsatisfactory performance or unacceptable on-the-job behavior according to the principles of progressive discipline. Progressive discipline does not mean that the employer must always follow designated steps prior to suspending or terminating an employee. Depending on the seriousness of the situation, the employer may immediately suspend or dismiss an employee.

A. Improvement Plan: When appropriate, the employer has a duty to assist employees to develop to their full potential and to assist employees in correcting performance or behavior through an improvement plan instead of progressive discipline. An improvement plan may include counseling, training and education. It must include 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.

B. Progressive Discipline: The supervisor's accurate and timely reinforcement measures and the employees changes in performance or behavior are integral parts of the process of progressive discipline. Normally, the actions listed below would follow one another

although individual cases may vary. The steps that should be followed with a brief description are:

1. Counseling interview: This is a basic step which should precede taking any corrective action. Counseling includes any formal discussion to assist an employee in fully developing their skills and abilities. The discussion may clarify the standards of performance or behaviors expected and, if deficiencies are present, assist the employee in bringing about improvement. The supervisor should record the date and content of the counseling interview for his/her personal record.

2. Verbal Warning: When a situation has become serious enough that a change must take place in the employee's performance or behavior, the supervisor will inform the employee the s/he is administering an oral warning, that the employee has the opportunity to correct the condition and that, if the condition is not corrected, the employee will be subject to more severe disciplinary measures. The supervisor should record the date and content of the verbal warning for his/her personal records.

3. Written Warning: A written warning is a formal notice to an employee that the verbal warning has been disregarded or the behavior or performance warrants a written warning. The supervisor and the employee shall meet to outline the change, which must take place in the employee's behavior or performance by a certain date in order that more severe disciplinary action may be avoided. A written warning should not be used unless the employee has been verbally warned about similar actions within the last twelve (12) months. The supervisor will request that the employee sign the warning to verify receipt of, but not necessarily agreement with, the written notice. The employee shall be informed of his/her right to answer, explain, correct or deny, in writing, any facts in questions and have his/her reply made a part of their personnel file within ten (10) duty days of receiving the written reprimand. While the employee has the right to respond at any time, after the ten (10) duty days, the document will be placed in the employee's personal file.

4. Written Reprimand: A reprimand is official notification that the employee's behavior or performance is seriously below standard and that continuation or repetition of the unsatisfactory performance or behavior may result in suspension or dismissal. The employee will sign the reprimand to acknowledge receipt and a copy may be placed in the employee's personnel file with copies of the counseling notes, verbal warning notes and the written warning attached. The employee shall be informed of his/her right to answer, explain, correct or deny, in writing, any facts in questions and have his/her reply made a part of their personnel file within ten (10) duty days of receiving the written reprimand. While the employee has the right to respond at any time, after the ten (10) duty days, the document will be placed in the employee's personal file. Although the reprimand normally follows a history of less severe efforts, there are situations when the

seriousness of the employee's behavior warrants the reprimand without first giving a written warning.

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

5. Suspension: Due to the severity of a suspension, it is imperative that procedures be carefully followed. Depending on the seriousness of the infraction, suspension temporarily removes an employee from their duties without pay for up to fifteen (15) calendar days as determined by the Superintendent. A recommendation for suspension shall be considered when it is evident that verbal warnings, written warnings and written reprimands are failing to bring about any change in the employee's behavior/performance or the employee is involved in some form of gross misconduct, which would justify an *immediate* suspension in itself. Consideration must be given to the employee's rights to a hearing per the Superintendent's Regulations #AR4117. A notice of suspension must be made in writing and served in person or by certified mail upon the employee by the superintendent or designee. The notice of suspension 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, policy, rule, regulation, or directive violated; D) copies of the documentary evidence upon which the recommendation is based; and E) a statement informing the employee of their right to CTA Representation with the YCCEA President's name and phone number included.

6. 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.

7. Dismissal: A recommendation for dismissal will be considered when it is evident that verbal warnings, written warnings, written reprimands and/or suspension are failing to bring about any change in the employee's behavior/performance or the employee is involved in some form of gross misconduct which would justify immediate dismissal.

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

ARTICLE 32
TEACHER IN CHARGE

A. Teacher in Charge for Thomas E. Mathews, Harry P.B. Carden and Yuba County Career Preparatory Charger Schools shall, as much as possible:

1. Come from the same program in which they teach, subject to who applies for teacher in charge.

B. Direct Responsibility: The teacher in charge shall be directly responsible to their supervisor.

C. Duties and Responsibilities: Due to the diverse nature of YCOE programs, duties of the teacher in chare will vary from site to site. Site specific responsibilities beyond C1 to C5 below shall be mutually agreed upon through the shared decision-making process. In addition to the responsibilities listed in the certificated employee's primary job description, the teacher in charge will have knowledge of program assignments, procedures, and operating practices of the department. Specific duties may include but not limited to the following:

1. Administrative Assistance: Perform routine assignments for the supervisor which may include enrolling students in programs, dealing with the public, including parents and other site visitors, when the supervisor is absent.

2. Disciplining of Students: Consistent with the law and in the absence of the supervisor, the teacher in charge will be authorized to discipline students and to remove those students from the program as necessary.

3. Facility Maintenance and Coordination: In the absence of the site administrator, the teacher in charge will assure that teachers and other personnel are provided necessary support in their assignments, including securing emergency instructional supplies, maintaining the safe operation of a facility, ensuring students' transportation needs are met and coordinating other site activities.

4. Emergencies: In the absence of the supervisor in an emergency, the teacher in charge will perform duties and all necessary reports as required in cases of emergency.

5. Limitations: The teacher in charge will not evaluate fellow employees, make recommendations on classroom curriculum and instruction, or change the programming of the other certificated staff, etc.

D. Qualifications: Any person considered for this position must be fully credentialed and have more than five (5) years' experience as a full-time certificated employee. In the event that no qualified employee with five (5) years' experience applies, the administrative team shall make a recommendation.

E. Selection

1. Applications for the teacher in charge position shall be in writing and shall include qualifications and reasons for applying.

2. Applications shall be submitted to the principal/site administrator within two (2) weeks after the beginning of the school site year.

3. The administrative team will select the teacher in charge through consensus. In the event consensus is not reached, the superintendent shall make the final decision.

4. The Teacher in Charge position shall not be an automatic or continuing assignment. Any teacher meeting the qualifications who is interested in serving as Teacher in Charge must submit an application each school year, regardless of whether the teacher previously served in the position. Prior service as Teacher in Charge does not guarantee reappointment.

F. Compensation: Teachers in charge will receive a stipend of $3,000 paid out in two (2) increments, on the December ($1,500) and June ($1,500) pay warrants.

APPENDIX A
CERTIFICATED SALARY SCHEDULE

Yuba County Office of Education
Certificated Salary Schedule
2026/2027

182 Days	Pre Internship, Internship & Emergency Permits	I BA + 30 / Credential	II BA + 45	III BA + 60	IV BA + 75
Step 1	58,937	60,705	62,526	64,402	66,334
Step 2	60,705	62,526	64,402	66,334	68,324
Step 3	62,526	64,402	66,334	68,324	70,374
Step 4	64,402	66,334	68,324	70,374	72,485
Step 5		68,324	70,374	72,485	74,660
Step 6			72,485	74,660	76,900
Step 7			74,660	76,900	79,206
Step 8			76,900	79,206	81,583
Step 9			79,206	81,583	84,030
Step 10			81,583	84,030	86,551
Step 11			84,030	86,551	89,148
Step 12			86,551	89,148	91,823
Step 13				91,823	94,578
Step 14				94,578	97,415
Step 15				97,415	100,337
Step 16					103,347
Step 17					106,447
Step 18					109,641
Step 19					112,930
Step 20					116,319

Provisions for Placement on Salary Schedule

1. All units are semester units. Units in excess of BA or MA degree must be taken subsequent to the awarding of these degrees.

2. $1,200 above amount shown on schedule will be paid for an earned MA degree or $1,700 for a Doctorate with a full teaching credential.

3. Experience credit is granted on the basis of one step for each year of properly verified certificated teaching experience with a limitation of twelve years of such credit. After the twelfth year of such experience, one year of credit is granted for each two years of experience.

4. 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

4% added to the 2025/2026 Certificated Salary Schedule
Approved: August 5, 2026

APPENDIX B
CTE SALARY SCHEDULE

Yuba County Office of Education
CTE Teacher Salary Schedule
2026/2027

182 Days	I	II	III	IV
	CTE Credential	CTE Credential + 15 units	CTE Credential + 30 units	CTE Credential + 45 units
Step 1	60,705	62,526	64,402	66,334
Step 2	62,526	64,402	66,334	68,324
Step 3	64,402	66,334	68,324	70,374
Step 4	66,334	68,324	70,374	72,485
Step 5	68,324	70,374	72,485	74,660
Step 6		72,485	74,660	76,900
Step 7		74,660	76,900	79,206
Step 8		76,900	79,206	81,583
Step 9		79,206	81,583	84,030
Step 10		81,583	84,030	86,551
Step 11		84,030	86,551	89,148
Step 12		86,551	89,148	91,823
Step 13			91,823	94,578
Step 14			94,578	97,415
Step 15			97,415	100,337
Step 16				103,347
Step 17				106,447
Step 18				109,641
Step 19				112,930
Step 20				116,319

Provisions for Placement on Salary Schedule

1. All units are semester units. Units must be earned after the issuance date of the Preliminary CTE credential or in excess of BA or MA degree must be taken subsequent to the awarding of these degrees.

2. $1,200 above amount shown on schedule will be paid for an earned MA degree or $1,700 for a Doctorate with a full teaching credential.

3. CTE Teachers for placement on the CTE Teacher Salary Schedule:
   i. Placed on Column I.
   ii. CTE Teachers with the required years of service as set by CTC to earn the CTE credential shall be placed on Step 1.
   iii. For every year over the required years of service as set by CTC to earn the CTE credential, YCOE will grant the CTE teacher one step for each year, up to Step 5.
   iv. For every year over nine (9) years of experience, granted one step for every two (2) additional years of experience.

4. 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

4% added to the 2025/2026 CTE Teacher Salary Schedule
Approved: August 5, 2026

APPENDIX C
SPEECH SALARY SCHEDULE

Yuba County Office of Education
Speech Therapists Salary Schedule
2026/2027

192 Days

	Emergency Credential	Fully Credentialed
Step 1	74,911	84,313
Step 2		86,842
Step 3		89,447
Step 4		92,129
Step 5		94,894
Step 6		97,741
Step 7		100,673
Step 8		103,694
Step 9		106,805
Step 10		110,009
Step 11		113,309
Step 12		116,708
Step 13		120,209
Step 14		123,815
Step 15		127,530
Step 16		131,355
Step 17		135,296
Step 18		139,355
Step 19		143,536
Step 20		147,842

Provisions for Placement on Salary Schedule

1. All units are semester units. Units in excess of BA or MA degree must be taken subsequent to the awarding of these degrees.

2. $1,200 above amount shown on schedule will be paid for an earned MA degree or $1,700 for a Doctorate with a full teaching credential. $2,500 above amount shown on schedule will be paid for a Speech-Language Pathologist State License.

3. Experience credit is granted on the basis of one step for each year of properly verified certificated teaching experience with a limitation of twelve years of such credit. After the twelfth year of such experience, one year of credit is granted for each two years of experience.

4. AAC Stipend: $2,500 annually (must complete an additional 5 units outside of Masters Degree or have two (2) years of experience in AAC)

5. 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

10.0% added to the 2025/2026 Speech Therapist Salary Schedule

Approved: August 5, 2026

APPENDIX D
EXTRA PAY FOR EXTRA DUTIES

Article/Appendix	Page Number	Explanation	Amount	Term
Article 13	Page 5	Master Teacher	$250	Per Teacher/ Per Semester
Article 13	Page 5	Speech & Language	$250	Per Intern/ Period of CFY & Intern Supervision
Article 13	Page 5	Speech & Language	$100	Per Intern/ Per Period of SLPA Intern Supervision
Article 16	Page 10-13	Peer Assistance & Review (PAR) Panel Members	Staff Hourly Rate	Per Hour
Article 16	Page 13-15	Peer Assistance & Review (PAR) Consulting Teacher	$350 per cycle	End of Fall and/or Spring Cycle
Article 16	Page 13-15	Peer Assistance & Review (PAR) Consulting Teacher	Staff Hourly Rate	Per Hour
Article 16	Page 16-17	Teacher Leader/Trainer	$500	Per Semester
Article 16	Page 16-17	Teacher Leader/Trainer	Staff Hourly Tate	Per Hour

Article 16	Page 15	TCIP Support Provider	$1,500 1st Candidate per cycle $2,000 2nd Candidate per cycle $2,500 3rd Candidate per cycle	End of Fall and/or Spring Cycle
Article 27	Page 30-31	Professional Development	$50	One-time Stipend
Article 16	Page 17-18	Intern Teacher Mentor	$1,500 1st Intern per cycle $2,250 2nd Intern per cycle $3,000 3rd Intern per cycle	End of Fall and/or Spring Cycle
Article 27	Page 30-31	Professional Development	$50	One-time Stipend
Article 27	Page 31	Optional Staff Development	Daily Rate	Per Full Day
Appendix C	Page 38	Overnight Supervision	$150	Per Night

APPENDIX E
MISCELLANEOUS COMPENSATION

Approved Activities - outside of work year:

Interviews: Human Resources will cover hourly rate.

Moving Classrooms: (COE/District Request for Classroom Location Change)

- Packing up existing room- Timesheet hours, up to one day.
- Setting up new classroom- Timesheet hours, up to one day.
- Moving equipment/materials- Arrange through maintenance/ Moving Company.

Setting Up New Classroom: (Additional Class)

- Assisting with orders for Equipment/Materials – Timesheet hours, up to one day.
- Setting up New Classroom and Creating Visual Supports – Timesheet hours, up to one day.

Existing Teacher Transfer to Existing Classroom:

- Organizing/Setting up Classroom – Timesheet hours, up to one day.
- Meeting with Paraeducator(s) – Timesheet hours, if needed, up to one day.

Collapsed Classroom when a New Student Moves to an Existing Classroom.

- Initial individual planning/preparing for a new student – Timesheet hours, up to one day.

New Teacher Hire:

- Organizing/Setting up classroom – Timesheet hours, up to one day.
- Meeting with Paraeducator(s) – Timesheet hours, if needed, up to one day.

New Paraeducator/SLPA Hire:

- Meeting with Teacher and/or SLP, as appropriate – Timesheet hours, if needed, up to one day.

Comp Time/Reimbursement will no longer exist in the Handbook, unless specified for Classified, Management and Unrepresented.

APPENDIX F
SAFETY CONDITIONS OF EMPLOYMENT

According to the YCCEA negotiated contract, Article 18 – Safety Conditions of Employment, Section B. states:

> Any abuse of school employees of any type, assault or battery, and/or threats of force or violence, at any time or place, which is related to school activities or school attendance, shall be reported immediately by employees to the administration. The employees shall complete reports relating to the violations in writing within twenty-four (24) hours of the occurrence. The administration shall notify the employee in writing of the action taken within three (3) working days after the report is submitted.

I, _____, am making a report based on the above Article 18. Below are the specific concerns regarding safety.

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature Date

Administrator's Response:

_____

_____

_____

_____

_____

_____ _____

Signature Date

APPENDIX G
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
YUBA COUNTY OFFICE of EDUCATION
AND
YUBA COUNTY CERTIFICATED EMPLOYEES ASSOCIATION

This Memorandum of Understanding (MOU) between the Yuba County Office of Education YCOE (YCOE) and the Yuba County Certificated Employees Association, collectively known as the "Parties", is to memorialize AB 119. This MOU shall remain in full force and effect from the date this Agreement is signed for so long as in compliance with and required by law.

1. YCOE NOTICE TO YCCEA OF NEW HIRES

a) The YCOE shall provide YCCEA President, Membership Chairperson and CTA Union Representative notice of any newly hired employee, on the first (1) and fifteenth (15) of each month with new hires, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

2. EMPLOYEE INFORMATION

a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the YCOE. It also includes all employees who are or have been previously employed by the YCOE and whose current position gives them the ability to join the bargaining unit represented by YCCEA/CTA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the YCCEA/CTA unit.

b) The YCOE shall provide YCCEA/CTA with contact information on the new hires. The information will be provided to YCCEA/CTA electronically via a mutually agreeable secure site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, <u>with each field in its own column</u>:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home Street address (incl. apartment #)
x. City
xi. State
xii. ZIP Code (5 or 9 digits)
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);
xv. Personal email address of the employee;

xvi. Hire date.

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

c) Periodic Update of Contact Information: The YCOE shall provide YCCEA/CTA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The same information above will be provided to YCCEA/CTA electronically via a mutually agreeable secure site or service.

3. **NEW EMPLOYEE ORIENTATION**

a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) The YCOE shall provide YCCEA/CTA mandatory access as set forth below: YCCEA/CTA shall receive not less than ten (10) days' notice in advance of the August orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the YCOE's operations that was not reasonably foreseeable.

i. In August of each school year, YCOE conducts a group orientation, YCCEA/CTA shall have one (1) hour of paid release time for two (2) YCCEA/CTA representatives, including the Chapter President, Membership Chair or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The YCCEA/CTA Union Representative may also attend the orientation session.

ii. YCCEA/CTA will hold an orientation meeting approximately every other month as needed on YCOE property. The Human Resources Department will provide said meeting dates to each new employee and notify them the meeting is voluntary. YCCEA/CTA shall have thirty (30) minutes of paid release time for one (1) YCCEA/CTA representative to conduct orientation session outside of instructional time.
Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The YCCEA/CTA Union Representative may also attend the orientation session.

iii. Employees shall be paid thirty (30) minutes to attend (1) YCCEA/CTA orientation meeting.

c) The YCOE shall include the YCCEA/CTA membership application in any employee orientation packet of YCOE materials provided to ant newly hired employees. YCCEA/CTA shall provide the copies of the YCCEA/CTA membership applications to the YCOE for distribution.

d) During YCCEA/CTA's orientation session, no YCOE manager or supervisor or non-unit employee shall be present.

Grievances/Arbitrations

Except as outlined below, Article IV of the Collective Bargaining Agreement shall apply to any alleged violation, misinterpretation, or misapplication of the MOU between the YCOE and YCCEA/CTA.

1. The definition of a grievant: Only YCCEA/CTA can be the grievant, not an employee.
2. Process

   Step 1

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

   Step 2

   If YCCEA and the YCOE are unable to reach an agreement in Step 1, the Compulsatory Arbitration Process set in the Government Code Section 3557 shall apply.

For YCOE:	For YCCEA/CTA:
3-28-18	3/28/18
Date	Date
Date	Date

APPENDIX H
MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY OFFICE OF EDUCATION
AND
YUBA COUNTY CERTIFICATED EDUCATION ASSOCIATION

(Impact and Effects of Returning to School for the 2020/2021 School Year)

This Memorandum of Understanding ("MOU") is agreed to between the Yuba County Office of Education ("County") and the Yuba County Certificated Education Association ("YCCEA") concerning the County's determinations in response to the coronavirus (COVID-19) pandemic that impacts certificated working conditions in the 20202/2021 school year.

I.
RECITALS

1. The platform for student instruction during the 2020/2021 school year is fluid and depends upon mandates and guidelines issued by Federal, State and County authorities. Consistent with the Governor's directive on July 17, 2020, the County will begin the 2020/2021 school year in distance learning. The County will continue to follow the directive/guidance/recommendations of the Federal, State and County authorities.

2. Public education is an essential service in the State of California and the Parties agree that continuity of County Instruction is important.

3. The Parties acknowledge that the County has the following continuing obligations to maintain and implement:

    a. Existing County Policies/Procedures, including the County's Re-Opening Plan;
    b. Americans with Disabilities Act and Fair Employment & Housing Act;
    c. HR 6201;
    d. Senate Bill 98;
    e. OSHA/Cal OSHA; and
    f. YCCEA Collective Bargaining Agreement.

4. The County agrees to notify YCCEA unit members, in accordance with directives from local health agencies, when it learns of any COVID-19 related infection or exposure. YCCEA will cooperate with the County in any necessary public health actions, such as contact tracing of infected individuals.

5. The County and YCCEA recognize that this rapidly evolving environment requires flexibility. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of unit members and will bargain as needed over the impacts and effects of such further directives.

II.

TERMS

Based upon the facts as they exist today, and unless/until the government recommends or directs otherwise, the Parties agree as follows:

1. To the extent that this MOU conflicts with the CBA or County policy, this MOU will prevail.

2. The County will start the 2020/2021 school year in full distance learning.

3. Distance Learning

    a. Unit members shall participate in the following professional development in preparation for Distance Learning:

        i. The County will provide appropriate software and training when requested by unit members if needed for Distance Learning.
        ii. Any online professional development that the County provides shall be made available remotely to unit members.
        iii. If a unit member does not have the ability to participate in online professional development remotely, the County will provide a location for the unit member to use on site that complies with the terms of this MOU.

    b. Beginning on August 12, 2020, unit members will be available to communicate with parents and students during their normal contract day with the exception of August 17, 2020 for Yuba County Career Preparatory Charter School.

        i. Unit members will work at their designated work sites, unless they meet conditions outlined in HR 6201, and have been approved by the Superintendent or his designee to telework from home.
        ii. Unit members who meet those conditions in HR 6201 and cannot telework from home, will follow the Leaves section below.

    c. The minute values of the independent work assignments will be determined by the teacher.

4. Leaves

    a. In addition to the Leaves set forth in Article XVII, a unit member is entitled to the leaves set forth in HR 6201 – Families First Coronavirus Response Act, Emergency Paid Sick Leave before utilizing any accrued leave.

    b. In the event that a leave provided for in HR 6201 does not provide full pay, a unit member may utilize any previously accrued Leave set forth in Article XVII to fill any gap in pay (e.g. 2/3 pay formula applies under HR 6201, unit member may use 1/3 of appropriate accrued leave).

5. Evaluation

    a. Any evaluation not completed during the 2019/2020 school year shall be completed during the 2020/2021 school year.

    b. 2020/2021 evaluations shall proceed in accordance with Article XV of the CBA.

6. Safety

    a. The County will ensure that all classrooms, restrooms, cafeterias, and workspaces are cleaned and disinfected, as necessary, including but not limited to desks, tables, doorknobs, light switches, faucets, sinks, toilets, and other high touch fixtures using appropriate disinfectant.

    b. The County will provide information to employees regarding best practices to prevent the spread of COVID-19.

    c. The County will implement social distancing protocols at each site and department in accordance with the guidelines provided by the Yuba Sutter Health Officials.

    d. Unit members will wear facial coverings in accordance with Yuba Sutter Health Official guidelines. Unit members who present medical verification of their inability to wear a mask will wear a face shield and neck drape (tucked into the shirt). The County will provide one face covering (or shield where appropriate) on or before the first teacher workday.

    e. Hand Washing and Sanitizing

        i. Hand sanitizer will be provided in all workspaces where hand washing (water and soap) are not available.
        ii. Hand washing/sanitizing supplies noted above or otherwise provided will be checked and restocked regularly.

    f. Unit members will be provided appropriate safety training applicable to current health conditions, during normal work hours at a time scheduled by their immediate supervisor.

    g. The County will not require in-person staff meetings, parent/teacher conferences/meetings and professional development until the County can ensure appropriate physical distance between all attendees. In the event that an in-person meeting is required (IEP, assessment, etc.), the County shall ensure that such in-person meeting complies with the Yuba Sutter Health Officials recommendations.

    h. The County will with its HVAC professionals to ensure that HVAC systems are functioning properly, maximize air exchanges per hour, maximize outdoor air, and are maintained according to manufacturer's recommendations.

7. General

   a. The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the County community as events unfold.

   b. All components of the current CBA between YCCEA and the County not address by the terms of this MOU will remain in full effect until June 30, 2021 unless both parties agree to an extension.

   c. The MOU resolves the negotiable impacts and effects of the Mandatory Distance Learning Program for the 2020/2021 school year. Negotiations on remaining educational platforms are ongoing.

Dated: 8/6/20

By: _____
For Yuba County Office of Education

Dated: 8-6-2020

By: _____
For Yuba County Certificated Employees Association

APPENDIX I
MEMORANDUM OF UNDERSTANDING
between the
YUBA COUNTY OFFICE OF EDUCATION
and
YUBA COUNTY CERTIFICATED EMPLOYEE ASSOCIATION

(Moderate/Severe Special Education and Adapted Physical Education Teachers Stipend)

This Memorandum of Understanding ("MOU") is agreed to between the Yuba County Office of Education ("County") and the Yuba County Certificated Employee Association ("YCCEA") for the sole purpose of a Moderate/Severe Special Education Teacher Stipend.

RECITALS

1. County and YCCEA are parties to a Collective Bargaining Agreement with a term through and including June 30, 2027 ("CBA").

2. The County has determined that a stipend can be offered to its Moderate/Severe Special Education Teachers and Adapted Physical Education Teachers employees for the 2026-2027 school year only.

3. This MOU memorializes the agreement of the County and YCCEA for the payment for the 2026-2027 school year.

4. This MOU does not modify the CBA.

TERMS

1. For all Moderate/Severe Special Education Teachers and Adapted Physical Education Teachers employed by the County on July 1, 2026, they shall receive the Moderate/Severe Special Education Teacher Stipend ("Stipend") of $2,000 for 2026-2027 school year.

2. The Stipend will be prorated based on the full time equivalent of each Moderate/Severe Special Education Teacher and Adapted Physical Education Teacher (example: 1.0 FTE receives the entire Stipend, 0.5 FTE receives half of the Stipend).

3. Employees hired by the County after the beginning of the 2026-2027 school year (after July 1, 2026), shall receive a prorated amount based upon their days and hours worked.

4. The Stipend will be paid along with Moderate/Severe Special Education Teachers' and Adapted Physical Education Teachers' regular monthly salary starting August 31, 2026, except as set forth below in Paragraph 3.

5. This MOU is not precedent setting and shall not modify the CBA and shall expire on June 30, 2027.

FOR THE YUBA COUNTY CERTIFICATED EMPLOYEES ASSOCIATION

By: _____

Date: 3/23/2026

FOR THE YUBA COUNTY OFFICE OF EDUCATION

By: _____

Date: 3/23/24

APPENDIX J
MEMORANDUM OF UNDERSTANDING
between the
YUBA COUNTY OFFICE OF EDUCATION
and
YUBA COUNTY CERTIFICATED EMPLOYEE ASSOCIATION

(One-Time, Off the Salary Schedule Stipend)

This Memorandum of Understanding ("MOU") is agreed to between the Yuba County Office of Education ("County") and Yuba County Certificated Employee Association ("YCCEA") for the sole purpose of a one-time, off the salary schedule stipend for additional duties provided by Jeff Achler, Adapted Physical Education Teacher, to off-site caseloads.

RECITALS

5. County and YCCEA are parties to a Collective Bargaining Agreement with a term through and including June 30, 2026 ("CBA").

6. Off-site caseload refers to students placed in YCOE's extensive support needs programs outside of the Virginia School Campus.

7. The County has determined that a one-time, off-salary schedule stipend can be offered to Jeff Achler for the 2025-2026 school year for additional duties provided to off-site caseloads.

8. This MOU memorializes the agreement of the County and YCCEA for the payment of the one-time, off the salary schedule stipend payment for the 2025-2026 school year.

9. This MOU does not modify the CBA.

TERMS

6. Jeff Achler, employed by the County as an Adapted Physical Education Teacher, shall receive the following one-time, off the salary schedule stipend ("Stipend") for additional duties and responsibilities listed below for the duration of the 2025/26 school year:
   - Providing services to off-site caseload students **at least** once a month
     - Monday/ Thursday students (3/4, 3/18, 4/15, 4/22, 5/13)
     - Tuesday/ Friday students (2/25, 3/25, 4/1, 4/29, 5/20)
   - Complete progress reports
   - Input additional information needed in SEIS for upcoming IEP's
   - Assess for reevaluations
   - Complete the physical fitness testing for off-site students
   - Complete compensatory services over ESY if needed
   - Services may include pulling direct students, whole group sessions, driving site to site, and fitness testing and assessments for reevaluation and physical fitness.
   - Attend IEP meetings

- Completed reports include entering mileage, assessments, and reevaluations.

7. The Stipend shall be $6,000.00 for the additional duties provided during the months of February 2026, March 2026, April 2026, May 2026, and June 2026.

8. The Stipend will be paid along with the certificated regular monthly salary starting on March 31, 2026. The total stipend of $6,000.00 will be divided equally and paid on a monthly basis from March 31, 2026, through June 30, 2026.

9. The Stipend shall be prorated based on full-time equivalent if the certificated employee reduces his Adapted Physical Education Teacher's FTE from 1.0 FTE.

10. This MOU shall not modify the CBA and shall expire on June 30, 2026.

FOR THE YUBA COUNTY CERTIFICATED EMPLOYEES ASSOCIATION	FOR THE YUBA COUNTY OFFICE OF EDUCATION
By: _____	By: _____
Date: 3/23/2026	Date: 3/23/26

DEFINITIONS – CERTIFICATED

FULL TIME – All Yuba County Office of Education certificated employees working five (5) days per week (Monday through Friday) for a minimum of six (6) hours and a maximum of seven and one (7.5) hours per day.

PART TIME – All Yuba County Office of Education certificated employees working less than the minimal full time requirement.

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.

STRS – State Teachers Retirement System

PROBATIONARY PERIOD – A two-year period from the date of employment monitored by evaluations to ascertain job fitness. (Exception: Interns – refer to Article V in the contract.)

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.