

SIGNATURES

FOR THE SUPERINTENDENT:

Margie Valenzuela

DATE: 8/22/22

FOR THE UNION:

Allyson H. Con

DATE: 8/22/2022

OFFICE OF THE YOLO COUNTY OFFICE OF EDUCATION
RANGE PLACEMENT TABLE
HEAD START/EARLY HEAD START CERTIFICATED SALARY SCHEDULE

For Fiscal Year 2022-23
Effective July 1, 2022

RANGE NUMBER	CLASS TITLE		Step 1	Step 2	Step 3	Step 4	Step 5
24		Hourly	14.47	15.19	15.95	16.75	17.59
25		Hourly	14.83	15.57	16.35	17.17	18.03
26		Hourly	15.20	15.96	16.76	17.60	18.48
27		Hourly	15.58	16.36	17.18	18.04	18.94
28		Hourly	15.97	16.77	17.61	18.49	19.41
29	Associate Teacher	Hourly	16.37	17.19	18.05	18.95	19.90
30		Hourly	16.78	17.62	18.50	19.43	20.40
31		Hourly	17.20	18.06	18.96	19.91	20.91
32		Hourly	17.63	18.51	19.44	20.41	21.43
33		Hourly	18.07	18.97	19.92	20.92	21.97
34		Hourly	18.52	19.45	20.42	21.44	22.51
35		Hourly	18.98	19.93	20.93	21.98	23.08
36	Teacher or Itinerant Teacher (AA in ECE or CD)	Hourly	19.45	20.42	21.44	22.51	23.64
37		Hourly	19.94	20.94	21.99	23.09	24.24
38	Teacher or Itinerant Teacher (BA)	Hourly	20.44	21.46	22.53	23.66	24.84
39		Hourly	20.95	22.00	23.10	24.26	25.47
40	Learning and Development Facilitator	Hourly	21.47	22.54	23.67	24.85	26.09
41	Early Learning Mentor Coach	Hourly	22.01	23.11	24.27	25.48	26.75
42	Program Resource Specialist	Hourly	22.56	23.69	24.87	26.11	27.42

RANGE NUMBER	CLASS TITLE		Step 1	Step 2	Step 3	Step 4	Step 5
43		Hourly	23.12	24.28	25.49	26.76	28.10
44		Hourly	23.70	24.89	26.13	27.44	28.81
45		Hourly	24.29	25.50	26.78	28.12	29.53
46		Hourly	24.90	26.15	27.46	28.83	30.27
47	Education Specialist	Hourly	25.52	26.80	28.14	29.55	31.03

LONGEVITY: Upon Completion of 10 Years of Service - 2% will be added to the base salary

MA/MS DEGREE STIPEND: \$500

Effective 7/1/2022 5.0% COLA

Approved by Superintendent:

Loren Lewis Date: *June 15, 2022*

Arbitration Panel

Panel to be agreed to by AFSCME and YCOE.

**Yolo County Office of Education
Head Start/Early Head Start**

Policy: Employee-Management Relations

Performance Standard: The Head Start/Early Head Start program must have a description of the employee/management procedures including managing employee grievances and adverse actions.

Procedures:

Disciplinary Action:

1. Conduct that is unprofessional or potentially embarrassing, adversely affects, or is otherwise detrimental to the Head Start program's or the Yolo County Office of Education's interests, or the interests of its employees, participants or the public at large, may result in disciplinary action, up to and including immediate termination. It is not possible to provide a complete list of every possible offense; so to give some guidance, examples of unacceptable conduct are listed in the Standards of Conduct Policy.
2. Any adverse actions committed by an employee will be cause for progressive disciplinary action. The nature of discipline imposed will depend on the seriousness of the problem and the prior record of the employee's performance, behavior problems, or safety violations. Disciplinary action is based on the facts of each case, and not all the available forms of disciplinary action outlined below are appropriate to every disciplinary situation. It is not required by the Yolo County Office of Education to treat each form of discipline as a step in a series with each employee before discharge, and the YCOE reserves the right to forgo the steps of progressive disciplinary procedures at any time when deemed necessary.
3. The Progressive Discipline followed is :
 - a. Verbal Warning: A form of counseling or reprimand in which a supervisor discusses a violation of a rule, policy, procedure or a performance problem with a subordinate and issues a verbal warning against further violations.
 - b. Formal Written Counseling: A warning notice through which a supervisor documents in writing problems with performance or behavior, the causes and effects of the problems, a plan of correction and the consequences of continued non-compliance. A meeting is held with the employee to discuss the counseling notice and to elicit commitment to improvement.
 - c. Suspension: An action in which an employee is given a specific period of time off the job without pay. Such a suspension of employment, in itself, may constitute a disciplinary action.

- d. Discharge: An action in which employment is permanently terminated in response to a specific violation. Serious violations or misconduct may result in immediate termination without progressive discipline.

Grievance Procedures:

A grievance is defined as any formal written complaint or allegation about conduct in the workplace in which an employee seeks management's assistance in resolving. There are three levels to the grievance procedure beginning with the informal level.

1. Informal Level: The grievant must discuss the grievance with the appropriate site administrator or manager within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance.
2. Level One: If the discussion does not resolve the grievance to the satisfaction of the grievant, the grievance may be submitted formally in writing within ten (10) days of the informal decision, but no longer than thirty days from the original notification. The site administrator or manager will then have five (5) days after receipt of the written grievance in which to return her/his written decision. The written grievance shall include:
 - a) A statement of the specific conduct in the workplace that was violated.
 - b) The facts which constitute the alleged violation including the names of all persons involved and the times, places, and events.
 - c) A statement of the specific actions the grievant desires the YCOE take to remedy the agreement.
 - d) The date the informal meeting was held and the steps taken by the grievant to resolve the difficulty informally.
3. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after the receipt of the written grievance, then the grievant may file the grievance in writing to the Superintendent within five (5) days after the decision at Level One.

Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or her/his designee will meet with the grievant in an effort to resolve it. The Superintendent or designee will then inform the grievant in writing within five (5) days after such meeting of her/his decision. If no meeting is held then the Superintendent or her/his designee shall inform the grievant within ten (10) days of receipt of the grievance of her/his decision.

Miscellaneous Provisions:

1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration against any grievant, any party of interest, or any other participant in the grievance procedure, by reason of such participation.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the site administrator, the grievant shall submit

such grievance in writing in to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

3. Decisions rendered at Level One and Level Two shall be in writing and transmitted promptly to all parties involved.
4. Time limits for appeal will begin the day of receipt of the written decision by the grievant.
5. All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Related Regulations: 1301.31(a) (7), Head Start/Early Head Start Standards of Conduct Policy

ADOPTED BY POLICY COUNCIL: October 12, 2005

**Yolo County Office of Education
Head Start/Early Head Start**

Policy: Standards of Conduct

Performance Standard: Federal Regulations, 45 CFR 1304.52(h)(1)-(3) require that each agency adopt a code of professional ethics and ensure that all staff, consultants, and volunteers abide by the agencies standards of conduct. The standards of conduct are used to reinforce appropriate professional behavior; to guide staff members in making decisions about their actions in potentially controversial or ambiguous situations; and to help protect staff against allegations of misconduct.

Procedure:

It is the expectation that all staff, consultants, and volunteers abide by the standards of conduct. Violating the standards of conduct will result in discipline, up to and including termination.

1. The Standards of Conduct include, but are not limited to, the following:
 - a. Children and families are respected, and we refrain from stereotyping. We respect the child and family and will not refer to them in any form of stereotyping on the basis of gender, race, ethnicity, culture, religion or disability.
 - b. Confidentiality policies must be followed and are strictly enforced. The confidentiality concerning information about the child, family or other staff members should be closely observed.
 - c. Children are always supervised. When assigned to the supervision of children, the adult under no circumstances will be allowed to leave the child unsupervised.
 - d. Positive methods of guidance and discipline are used. The employees, volunteers and consultants are expected to use positive methods of child guidance. The use of corporal punishment, emotional or physical abuse, or humiliation is prohibited. Isolating the child is inappropriate and unacceptable in any facility. In addition, food is not to be used as a form or reward or punishment.
 - e. Prohibition of kick-backs. All employees engaged in the award and administration of contracts or other financial awards will be required to sign a statement which assures that no form of gratuity, favor or any form of monetary value will be solicited in exchange for granting a contract. The program ensures that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
 - f. Clothing of employees on the job should be in good taste, neat, clean, and appropriate for the duties to be performed.

- g. Each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate shall be cause for disciplinary action.
 - h. Employees must be punctual in reporting for duty at the time and place designated. Repeated failure to report promptly at the time directed will be deemed neglect of duty and subject to disciplinary action.
 - i. Employees shall not smoke on school property in accordance with YCOE's Tobacco Free Environment Policy.
 - j. False reporting shall be subject to disciplinary action.
 - k. Employees should never be discourteous or argumentative with program participants and, if conflicts develop, should immediately make the supervisor aware of the conflict.
 - l. All employees are urged to make any suggestions they feel will be of benefit to the program.
 - m. Employees may be granted authorization to be reimbursed for using their private vehicles when use of private vehicles is essential in the performance of the work required.
 - n. All complaints on behalf of the public are handled courteously and promptly and in accordance with the Uniform Complaint policy.
 - o. Employees will discourage personal gifts and will not accept any gift or other valuable things offered in the course of work or in connection with it when such a gift is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.
 - p. Employees shall not accept nor receive money in the form of tips or rewards for services rendered.
 - q. Solicitation of funds from employees or the public is not permitted with the exception of parent fundraising. Employees desiring to solicit or to have someone else solicit, either directly or indirectly, money or materials of any kind, including prizes, for the purpose of assisting in the promotion of any program area or activity must secure approval before starting such solicitation.
 - r. Employees are responsible for the safekeeping of any funds they receive until such time as the money is delivered to some other authorized person and a receipt is obtained. Any employee who acts as a custodian for any funds must file a financial report at a time and place determined by the Program Director.
 - s. Employees are discouraged from fraternizing/dating any program participant.
2. The following actions will be considered direct violations of the Standards of Conduct and will subject an employee to disciplinary action up to and including discharge. It is not

possible to provide a complete list of every possible offense; so to give some guidance, examples of unacceptable conduct are listed below. It should be noted that conduct that is not listed, but that is unprofessional or potentially embarrassing, adversely affects, or is otherwise detrimental to the Head Start program's or the Yolo County Office of Education's interests, or the interests of its employees, participants or the public at large, may also result in disciplinary action, up to and including immediate termination.

- a. Abuse or willful inattention to a participant.
- b. Refusal or failure to carry out instructions from a responsible authority or willful neglect of assigned duties.
- c. Failure to inform the supervisor in the event of absence or late arrival.
- d. Failure to report for work or to contact the supervisor for three consecutive days.
- e. Excessive or unjustified absences or late arrivals.
- f. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by the supervisor.
- g. Disorderly or disruptive conduct such as fighting or threatening violence on any program site/location.
- h. Unsatisfactory performance or conduct.
- i. Violation of safety rules.
- j. Possession of dangerous or unauthorized materials, such as explosives or firearms on any program site/location.
- k. Misuse, unauthorized use/possession, destruction, or theft of property belonging to the program, another employee, participant or visitor.
- l. Falsifying or collaborating in a falsification of any document or record of the program.
- m. Possession or use of alcoholic beverages or narcotics, unless a prescription is provided, on the premises or such use or consumption as to make an employee unfit for duty during his or her normal work day, and sale or purchase of illegal narcotics.
- n. Accepting or offering a gift to influence any matter in which the program has an interest or responsibility.
- o. Unauthorized disclosure of confidential information.
- p. Posting notices, signs or written material on bulletin boards or other places without specific authorization, or removing properly posted material or otherwise defacing any program site/location.

- q. Unauthorized non-work activities during working hours or any time which interferes with the work of others.
 - r. Sexual or other unlawful harassment or discrimination.
 - s. Failure to return to work on a timely basis after the termination of an approved leave of absence.
 - t. Failure to observe the terms and conditions of all software agreements and licenses to which the program may be a party.
 - u. Violation of any Head Start program policy, including the policies described herein.
3. Progressive Disciplinary Action is enforced for Violations of Standards of Conduct. The nature of discipline imposed will depend on the seriousness of the problem and the prior record of the employee's performance, behavior problems, or safety violations. Disciplinary action is based on the facts of each case, and not all the available forms of disciplinary action outlined below are appropriate to every disciplinary situation. It is not required by the program to treat each form of discipline as a step in a series with each employee before discharge, and the program reserves the right to forgo the steps of progressive disciplinary procedures at any time when deemed necessary.
- a. Verbal Warning: A form of counseling or reprimand in which a supervisor discusses a violation of a rule, policy, procedure or a performance problem with a subordinate and issues a verbal warning against further violations.
 - b. Formal Written Counseling: A warning notice through which a supervisor documents in writing problems with performance or behavior, the causes and effects of the problems, a plan of correction and the consequences of continued non-compliance. A meeting is held with the employee to discuss the counseling notice and to elicit commitment to improvement.
 - c. Suspension: An action in which an employee is given a specific period of time off the job without pay. Such a suspension of employment, in itself, may constitute a disciplinary action.
 - d. Discharge: An action in which employment is permanently terminated in response to a specific violation. Serious violations or misconduct may result in immediate termination without progressive discipline.

Related Regulations: 1301.31 a 3; 1304.52 h; 1304.52 h 1; 1304.52 h 1 i; 1304.52 h 1 ii; 1304.52 h 1 iii; 1304.52 h 1 iv; 1304.52 h 2; 1304.52 h 3

ADOPTED BY POLICY COUNCIL: **November 16, 2005**

**Yolo County Office of Education
Head Start/Early Head Start**

Policy: Staff Performance Evaluations

Performance Standard: Federal Regulations, 45 CFR 1304.52 (i) require that each Head Start and Early Head Start Employee receive at least one performance review annually. The results of staff performance reviews are used to identify staff training and development needs, to modify staff performance agreements as necessary, and to assist each staff member in improving his/her skills and professional competencies.

Procedures:

1. Classified employees are evaluated within the first six months of employment; certificated employees are evaluated within the first year of employment.
2. Employees are evaluated by their supervisors and a formal, written review of employees is completed annually. Immediate supervisors rate individual employees on the basis of work performance, efficiency, dependability, and adaptability. Service ratings are made on each employee at the end of six months, and annually thereafter. Ongoing evaluation continues throughout employment.
3. Ratings of service are written in a formal staff performance evaluation and completed by the immediate supervisor who is responsible for the work of the employee being rated. Evaluations become a part of the employee's permanent personnel record. Failure to perform at an acceptable rating level shall be cause for denial of a salary increase, denial for transfer, denial of a promotion and/or disciplinary action.
4. Each employee shall receive a copy of the Performance Evaluation and rating prior to the evaluation being placed in the personnel file. Employees may review and discuss their service rating with the supervisor. After discussion, the employee must sign the evaluation form. The signature indicates only that the employee has discussed the rating with the supervisor.
5. Any regular employee receiving a Performance Evaluation about which he/she disagrees may, within 10 working days from the date of the evaluation, write a rebuttal statement for attachment to the evaluation.
6. Policy Council must be involved in the decision if a recommendation to terminate an employee is given. Policy Council must approve the termination in accordance with Head Start regulations.
7. This process is free from any discriminatory practices related to an employee's religion, race, color, creed, sex, age, national origin, physical or mental disability, or veteran status.

Related Regulations: 1301.31 (a) (5); 1304.52 (i)

ADOPTED BY POLICY COUNCIL: June 8, 2005

3546. (a) Notwithstanding any other provision of law, upon receiving notice from the exclusive representative of a public school employee who is in a unit for which an exclusive representative has been selected pursuant to this chapter, the employer shall deduct the amount of the fair share service fee authorized by this section from the wages and salary of the employee and pay that amount to the employee organization. Thereafter, the employee shall, as a condition of continued employment, be required either to join the recognized employee organization or pay the fair share service fee. The amount of the fee shall not exceed the dues that are payable by members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are germane to its functions as the exclusive bargaining representative. Agency fee payers shall have the right, pursuant to regulations adopted by the Public Employment Relations Board, to receive a rebate or fee reduction upon request, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities of the employee organization that are germane to its function as the exclusive bargaining representative.

(b) The costs covered by the fee under this section may include, but shall not necessarily be limited to, the cost of lobbying activities designed to foster collective bargaining negotiations and contract administration, or to secure for the represented employees advantages in wages, hours, and other conditions of employment in addition to those secured through meeting and negotiating with the employer.

(c) The arrangement described in subdivision (a) shall remain in effect unless it is rescinded pursuant to subdivision (d). The employer shall remain neutral, and shall not participate in any election conducted under this section unless required to do so by the board.

(d) (1) The arrangement described in subdivision (a) may be rescinded by a majority vote of all the employees in the negotiating unit subject to that arrangement, if a request for a vote is supported by a petition containing 30 percent of the employees in the negotiating unit, the signatures are obtained in one academic year. There shall not be more than one vote taken during the term of any collective bargaining agreement in effect on or after January 1, 2001.

(2) If the arrangement described in subdivision (a) is rescinded pursuant to paragraph (1), a majority of all employees in the negotiating unit may request that the arrangement be reinstated. That request shall be submitted to the board along with a petition containing the signatures of at least 30 percent of the employees in the negotiating unit. The vote shall be conducted at the worksite by secret ballot, and shall be conducted no sooner than one year after the rescission of the arrangement under this subdivision.

(3) If the board determines that the appropriate number of signatures have been collected, it shall conduct the vote to rescind or reinstate in a manner that it shall prescribe in accordance with this subdivision.

(4) The cost of conducting an election under this subdivision to reinstate the organizational security arrangement shall be borne by the petitioning party and the cost of conducting an election to rescind the arrangement shall be borne by the board.

(e) The recognized employee organization shall indemnify and hold the public school employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this section. The recognized employee organization shall have the exclusive right to determine

whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the public school employer.

(f) The employer of a public school employee shall provide the exclusive representative of a public employee with the home address of each member of a bargaining unit, regardless of when that employee commences employment, so that the exclusive representative can comply with the notification requirements set forth by the United States Supreme Court in *Chicago Teachers Union v. Hudson* (1986) 89 L.Ed. 2d 232.

3546.3. Notwithstanding subdivision (i) of Section 3540.1, Section 3546, or any other provision of this chapter, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee may be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from a list of at least three such funds, designated in the organizational security arrangement, or if the arrangement fails to designate such funds, then to any such fund chosen by the employee. Either the employee organization or the public school employer may require that proof of such payments be made on an annual basis to the public school employer as a condition of continued exemption from the requirement of financial support to the recognized employee organization. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.



District Council 57
AFSCME
AFL-CIO

Sacramento

555 Capitol Mall, Suite 1225
Sacramento, California 95814
(916) 441-0833
(800) 858-0442
(916) 441-0842 FAX
www.afscme57.org

February 16, 2007

Suzie Andrews, Human Resources Director
Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776-6127

RE: Union Dues and Agency Shop Fee amount 2006/2007 Certificated Dues And Fees

In compliance with our MOU with the Agency under Article 3, Organizational Security, AFSCME Council 57, Local 146, AFL-CIO is informing you that our Membership Dues is 0.90% (90 cents for every \$100.00) gross monthly salary for those employees who choose to be members. For those employees who choose not to be members but chose to be fee payers the service fees are 75% (68 cents for every \$100.00) of our membership dues. The Service Fee amount may change on an annual basis per our annual audit of chargeable and non-chargeable expenses.

Please establish the Membership Dues of .90% of gross monthly salary and/or the Agency Shop Fees at 75% of Membership Dues as-soon-as-possible.

Thank you in advance for your cooperation.

Sincerely,

Felix Mario Huerta Jr.
AFSCME Council 57
Business Agent

CC: Bryon Lashley, President Local 146
Greg Ramirez, Treasurer Local 146
Marisela Oropeza
Employees

Appendix G

Section 125 Plan

YOUR SECTION 125 CAN SAVE YOU MONEY!

SECTION 125

If there was a program available that could dramatically save you money on your taxes, would you take advantage of it? That's exactly what the Section 125 Plan does – reduces your taxes and increases your spendable income.

HOW THE PLAN WORKS

The Section 125 Plan allows you to deduct the cost of eligible benefits from gross earnings before taxes. Plus, the plan is available to you at no cost and you're already eligible – all you have to do is enroll!

By implementing this plan, your employer is helping you reduce your taxes and increase your spendable income.

SEE HOW MUCH YOU COULD SAVE

The savings an employee may experience under the Section 125 Plan is illustrated in the example below.

By utilizing the Section 125 Plan, this employee would have \$70 more per month to apply toward needed insurance benefits or spendable income. Annually, this would be an increase of \$840.

HOW TO ENROLL

To enroll in the Section 125 Plan, simply complete an election form to enroll and take advantage of paying for eligible premiums on a pre-tax basis. You will be notified in advance when it's time to enroll. In most cases, you must re-enroll each year to continue your participation in the Section 125 Plan.

HOW TO MAKE CHANGES TO YOUR ELECTION

While you can make changes to your election each year during annual enrollment, the only time regulations will allow you to make a change during the plan year is if you experience an allowable election change event.

Some examples of an allowable election change event include:

- Change in legal married status
- Change in number of dependents
- Termination or commencement of employment
- Dependent satisfies or ceases to satisfy dependent eligibility requirements
- Change in residence or worksite that affects eligibility for coverage

These examples may not be all-inclusive. Please contact your employer for guidance with your specific situation.

Employee Name: Doe, John
Social Security #123-45-6XXX
Employee Number: 3839

Payment Date: 1/12/10
Period Begin Date: 1/1/10

Earnings & Hours	Without S125	With S125
Monthly Salary	\$2,000	\$2,000
Medical Expenses	N/A	-\$250
Taxable Gross	\$2,000	\$1,750
Taxes (Federal & State @ 20%)	-\$400	-\$350
Less Estimated FICA (7.65%)	-\$153	-\$133
Medical Deductions	-\$250	N/A
Take Home Pay	\$1,197	\$1,267

WOW!
That's a difference
of \$70!

**Where allowable by law. If you are subject to FICA taxes, there might be a reduction in your social security benefit due to the reduction of FICA contributions. Example is hypothetical for illustrative purposes only. Please consult your tax advisor for actual tax savings.*

American Fidelity Assurance Company

Our Family, Dedicated To Yours.®



Dependent Day Care and Health FSAs

Enjoy a money-saving way to pay for eligible medical or dependent care expenses with a Flexible Spending Account (FSA) that deducts pre-tax dollars from your paycheck. Simply choose the amount to be deducted, and the funds are set aside to be used for eligible expenses throughout the year. You can choose from two accounts, and both are offered to you at no charge.

HOW THE ACCOUNTS WORK

A **Dependent Day Care Flexible Spending Account (FSA)** allows you to set aside pre-tax dollars to reimburse yourself for incurred eligible dependent care expenses. Because your money goes into the account before income taxes are withheld, you pay less in taxes, and ultimately have more disposable income. You may allocate up to \$5,000 per tax year for reimbursement of eligible dependent care services (or \$2,500 if you are married and file a separate tax return).

A **Health Flexible Spending Account (FSA)** (also known as an Unreimbursed Medical Account) can save you money by allowing you to set aside part of your pay, on a pre-tax basis, to reimburse yourself for eligible medical expenses such as copayments, medical deductibles, prescriptions, and more. Expenses incurred for you, your spouse, and other qualifying individuals are eligible for reimbursement. The maximum amount allowed to contribute into this account is \$2,550 per calendar year. (Please see your employer for the maximum amount allowed under your plan.)

File your
claims online.

ELIGIBLE EXPENSE EXAMPLES

- Acupuncture
- Alcohol/drug rehab
- Anesthetist
- Artificial limbs/teeth
- Chiropractor
- Dental care
- Eye exam/eyeglasses/contact lenses
- Hearing aids/batteries
- Insulin
- In vitro fertilization
- Laser eye surgery
- Midwife
- Optometrist
- Orthodontia*
- Out-patient care
- OTC drugs and medicines for treatment of a medical condition**
- Pediatrician
- Physical therapy provided by licensed therapist
- Practical nurse
- Psychiatrist
- Psychologist
- Stop-smoking program
- Transportation expenses relative to medical care based on IRS standard mileage allowance
- Weight loss program for obesity***

INELIGIBLE EXPENSE EXAMPLES

- Capital expenditures
- Cosmetic procedures
- Exercise equipment
- Insurance premiums
- Mattresses/pillows
- Personal use items
- Teeth whitening

* Service must have been incurred or already paid.

** Will require a medical practitioner's prescription.

*** May need doctor's statement for medical necessity.

Sign up for direct
deposit today!

If you are interested in participating in either of these accounts, we will be happy to set up your account for direct deposit. You can either have your reimbursement directly deposited into your checking account or receive a check in the mail – the choice is yours.

If you do not file sufficient claims for reimbursement, you may lose the unused amount remaining in your account at the end of the plan year. This is often referred to as the "use-or-lose" rule. Your employer can choose to offer a carryover of up to \$500 each plan year OR a grace period, which is a period of time after the plan year ends during which you may incur expenses and be reimbursed from the remaining balance in your previous year's Health FSA.

**NEW EMPLOYEE ORIENTATION
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AFSCME CERTIFICATED CHAPTER
AND THE
YOLO COUNTY OFFICE OF EDUCATION (YCOE)**

COMMENTS

The Parties enter into this MOU in order to implement the provisions of AB 119.

1. YCOE NOTICE TO AFSCME OF NEW HIRES

- a) The YCOE shall provide AFSCME notice of any newly hired certificated employees into a bargaining unit position, within fifteen (15) school business days of date of hire via an electronic mail. Notification shall include the following information: full legal name, Superintendent Approval date, date of hire/start date, classification, and site. (Gov't Code § 3558)

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any certificated employee, whether permanent, full time, part time, probationary, or temporary, hired by the YCOE into a bargaining unit position, and who is still employed as of the date of the new employee orientation. (Gov't Code § 3555.5)
- b) The YCOE shall provide AFSCME with contact information on the new hires within thirty (30) days of hire, or by the first pay period of the month following the hire. The information will be provided to AFSCME electronically via a mutually agreeable secure FTP site or service. The information provided in this section shall be provided regardless of whether the newly hired certificated employee was previously employed by the YCOE and whose current position has placed them in the bargaining unit represented by AFSCME. This contact information shall include the following items:
 - 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. Employee ID;
- xvii. Hire date.

The YCOE will not disclose the personal contact information of any certificated employee who has elected in writing not to have their personal contact information shared with AFSCME. The YCOE shall do nothing to encourage employees to opt out of providing information to AFSCME.

- c) Periodic Update of Contact Information: The YCOE shall provide AFSCME with a list of all bargaining unit members' names and contact information at least every one hundred twenty (120) days. (Gov't Code § 3558). The information will be provided to AFSCME electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information:

- 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. Employee ID;
- xvii. Hire date.

The YCOE will not disclose the personal contact information of any certificated employee who has elected in writing not to have their personal contact information shared with AFSCME. The YCOE shall do nothing to encourage employees to opt out of providing information to AFSCME.

3. NEW EMPLOYEE ORIENTATION

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

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YCOE Proposal

- b) To ensure compliance with the access provisions of AB119, the YCOE and AFSCME agree to the following procedure:
- i. On the date a new hire is on boarded at the YCOE Office, AFSCME shall have thirty (30) minutes of paid release time for one (1) AFSCME representative to conduct an orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The AFSCME Labor Relations Representative may also attend the orientation session.
 - ii. In the event that no AFSCME site representative is available on the date/time a new employee is on boarded, both the new hire and the AFSCME representative shall have thirty (30) minutes of paid release time to conduct a AFSCME orientation session with the new hire. The AFSCME orientation shall occur within thirty (30) days of the new hire's start date upon AFSCME's receipt of notice of hire pursuant to 1(a) above.
- c) AFSCME shall provide copies of the AFSCME membership applications to the YCOE for distribution to new hires. The YCOE shall also send an email with a link or attachment of the AFSCME CERTIFICATED-YCOE collective bargaining agreement to any newly hired employee.
- d) The orientation session shall be held at the YCOE Office during the workday of the employee(s), who shall be on paid time, unless the orientation session occurs before the new employee's start date.
- e) During AFSCME's orientation session, no YCOE manager or supervisor or non-unit employee shall be present.

4. DURATION OF AGREEMENT

- * a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2021 unless incorporated into the AFSCME collective bargaining agreement before that time. *Extended for the 2021-22 school year per tentative agreement signed on 6/18/21.*
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the YCOE, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this paragraph may be opened for negotiations within thirty (30) days of the invalidation. *re*

* Extended for the 2022-23 school year
per tentative agreement signed on
5/12/22.

re *AKC*

5/13/20
YCOE Proposal

Margie Valenzuela
YCOE

6/24/2020
Date

Allyson Van Can
AFSCME CERTIFICATED

6/18/2020
Date

Wendy Pelletier
AFSCME Labor Representative

6/15/2020
Date