



AGREEMENT

BETWEEN

**YOLO COUNTY
OFFICE OF EDUCATION**

AND

YOLO EDUCATION ASSOCIATION

JULY 1, 2022 – JUNE 30, 2025

Revised April 26, 2022

TABLE OF CONTENTS

ARTICLE	PAGE
1. AGREEMENT.....	1
1.1 Parties to this Agreement	
1.2 Authorization	
2. RECOGNITION.....	2
2.1 Unit Description	
3. DEFINITIONS.....	3
3.1 Definition of Terms	
4. NEGOTIATION PROCEDURES.....	4
4.1 Notice to Bargain a Successor Agreement	
4.2 Use of Consultants	
4.3 Use of Representatives	
4.4 Duty to Provide Information	
5. ASSOCIATION RIGHTS.....	5
5.1 Right of Participation	
5.2 Use of Facilities	
5.3 Communications	
5.4 Association Business	
5.5 AB 119 Employee Orientation	
5.6 Board of Education Agenda	
5.7 Waiver Requests	
6. COUNTY OFFICE OF EDUCATION RIGHTS.....	8
6.1 YCOE Authority	
6.2 Exercise of YCOE Powers and Authority	
7. GRIEVANCE PROCEDURE.....	9
7.1 Definitions of Terms Used in this Article	
7.2 Time Limits Specified in this Article	
7.3 The Grievance Procedure	
7.4 Miscellaneous Provisions Relating to this Article	
8. ORGANIZATIONAL SECURITY.....	12
8.1 Dues Deductions	
8.2 Service Fees for Non-Members	
8.3 Exemptions from Service Fees	
8.4 Fees and Dues Remitted to Association	
8.5 Association Duty to Provide Information	
8.6 Hold Harmless Clause	
8.7 Other Deductions from Pay Warrant	
9. TRANSFERS AND REASSIGNMENT OF PERSONNEL.....	13
9.1 Definitions of Terms Used in this Article	
9.2 Notice of Vacancies	
9.3 Voluntary Transfer Procedures	
9.4 Procedure for Involuntary Transfer for Other than Cause	
9.5 Procedures for Involuntary Transfer for Cause	
9.6 Mutually Acceptable Transfer	
9.7 Miscellaneous Provisions Relating to this Article	

10.	CERTIFICATED EMPLOYEE EVALUATIONS	16
	10.1 Principles of Evaluation and Assessment	
	10.2 Final Evaluation Report in Conference	
	10.3 Procedures for Evaluation and Assessment of Non-Instructional Certificated Unit Members	
	10.4 Personnel Files	
	10.5 Public Charges	
	10.6 Personal and Academic Freedom	
	10.7 Test of Intellectual or Emotional Functioning	
11.	EMPLOYEE SAFETY	21
	11.1 Safe Working Conditions	
	11.2 Unsafe Conditions Defined	
	11.3 Addressing Unsafe Working Conditions	
	11.4 Duty to Report Cases of Assault	
	11.5 Student Referrals	
12.	PHYSICAL EXAMINATIONS	22
	12.1 Tuberculosis Examinations	
13.	TEACHING HOURS	23
	13.1 Unit Member Work Day	
	13.2 Faculty Meetings	
	13.3 Duty Free Lunch Period	
	13.4 Non-Teaching Duties	
	13.5 Home Instruction	
14.	WORK YEAR	24
	14.1 County Office Calendar	
	14.2 ROP Work Year	
	14.3 Speech and Language Therapist Work Year	
15.	NON-DISCRIMINATION	25
	15.1 Unlawful Discrimination Prohibited	
16.	CURRICULUM AND INSTRUCTION	26
	16.1 Duty to Consult	
	16.2 Student Discipline Policy	
17.	STAFF DEVELOPMENT	27
	17.1 Staff Development Needs Solicited	
	17.2 Required Staff Development	
	17.3 Voluntary Staff Development	
18.	PART-TIME EMPLOYMENT STATUS	28
	18.1 Ed. Code 44922, 42724 and Gov. Code 20185 Benefits	
	18.2 Return to Full Time Status	
	18.3 Shared Contracts	
	18.4 Other Part-Time Employees	
19.	SALARIES	30
	19.1 Salary	
	19.2 Pro-Rated Salaries	
	19.3 Salary for One Semester	
	19.4 Payroll Periods	
	19.5 Salary Schedule Placement and Step Advancement	
	19.6 Salary Schedule Placement and Column Advancement	

	19.7 Salary Schedule Credit for In-Service	
	19.8 Procedure for Column Change	
	19.9 Credit for Master Teachers	
	19.10 Prior Approval and Verification of Completion	
	19.11 Incorrect Salary Placement	
	19.12 Staff Coordinator Duties	
	19.13 Staff Coordinator Stipend	
	19.14 Credit for Advanced Degrees	
	19.15 Certificated Nurse	
	19.16 Psychologist	
20.	EMPLOYEE TRAVEL	33
	20.1 Mileage Rate of Reimbursement	
	20.2 Mileage from Last Assignment	
21.	EMPLOYEE BENEFITS	34
	21.1 Employees and Dependent Insurance Coverage	
	21.2 Paid Benefits--Full-Time Employees	
	21.3 Duration of Benefits	
	21.4 Eligibility	
	21.5 Employee Benefit Payments During Leave of Absence	
	21.6 Property Damage	
	21.7 Additional Health Insurance Plans	
	21.8 Retiree's Health Benefits	
22.	LEAVES	36
	22.1 Sick Leave	
	22.2 Parental Leave	
	22.3 Immediate Family Sick Leave	
	22.4 Bereavement Leave	
	22.5 Industrial Accident or Injury and Illness Leave	
	22.6 Personal Business Leave	
	22.7 Personal Necessity Leave	
	22.8 Study Leave	
	22.9 In-Service Leave	
	22.10 Subpoena Leave	
	22.11 Jury Leave	
	22.12 Association Leave	
	22.13 Military Leave	
	22.14 Miscellaneous Leave	
	22.15 Sabbatical Leave	
	22.16 Absence Notification	
	22.17 Abuse of Leave	
23.	EFFECTS OF LAYOFF	42
	23.1 Lay-Off Procedure	
	23.2 Entitlement of Leave and Fringe Benefits	
	23.3 Reassignments Resulting from Lay-Off	
	23.4 Re-employment Rights Following Lay-Off	
	23.5 Substitute Service	
	23.6 Statutory Guarantees	

24.	MISCELLANEOUS PROVISIONS	44
	24.1 Individual Contracts	
	24.2 Copies of Agreement	
	24.3 Arbitrary Application Prohibited	
	24.4 Unit Member Resignations	
	24.5 Committee for Specialized Health Procedures	
25.	SAVINGS	45
	25.1 Severability Agreement	
26.	SUPPORT OF AGREEMENT.....	46
	26.1 Strikes Prohibited	
	26.2 Response to Violations of 26.1	
27.	TERM OF AGREEMENT	47
	27.1 Expiration of Agreement	
	27.2 Health and Welfare Benefits	
28.	PARAEDUCATOR SUPPORT	48
	28.1. Paraeducators	
29.	DISCIPLINE.....	49
	29.1 General	
	29.2 Progressive Discipline	
	29.3 Notice	
	29.4 Administrative Leave	
	29.5 Appeal	
	29.6 Hearing Procedure	
	29.7 Confidentiality	
30.	CATASTROPHIC LEAVE.....	52
31.	CHILD BONDING LEAVE BANK.....	54
	 SIGNATURES	 55

APPENDIX

A	CERTIFICATED SALARY SCHEDULE
B	PSYCHOLOGIST AND MENTAL HEALTH THERAPIST SALARY SCHEDULE
C	NURSE SALARY SCHEDULE
D	SPEECH & LANGUAGE SPECIALIST SALARY SCHEDULE
E	MOU HIRING BONUS
F	MOU TEACHER CREDENTIALING INTERN PROGRAMS 2022-23 & 2023-24

ARTICLE 1. AGREEMENT

- 1.1 PARTIES TO THIS AGREEMENT.** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Yolo County Office of Education (hereinafter referred to as "Superintendent" or YCOE) and the Yolo Education Association ("Association" or YEA).
- 1.2 AUTHORIZATION.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2. RECOGNITION

- 2.1 UNIT DESCRIPTION.** The YCOE recognizes the Association as the exclusive representative of all certificated unit members of the YCOE, excluding day-to-day substitutes, management, confidential, and supervisory employees, as defined in the Act, for the purposes of meeting and negotiating. Further excluded are district-employed R.O.P. personnel.

ARTICLE 3. DEFINITIONS

3.1 DEFINITION OF TERMS

For the purposes of this Agreement, the following definitions shall be used:

- 3.1.1. **YCOE** - The employer: Yolo County Office of Education/Yolo County Superintendent of Schools
- 3.1.2. **Employee** - Any credentialed teacher who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.1.3. **School Day** - The day students are required to be in session at any work site of the YCOE.
- 3.1.4. **Work Day** - A day the YCOE is open for business.
- 3.1.5. **Daily Rate of Pay** - The unit member's annual salary divided by the number of work days required by this Agreement.
- 3.1.6. **Hourly Rate of Pay** - The daily rate of pay divided by 7.
- 3.1.7. **Immediate Family** (as defined within Bereavement Leave) Mother, father, step parent, grandfather, grandmother, grandchild of the unit member or the spouse of the unit member, spouse, son, daughter, son-in-law, daughter-in-law, step-child, brother or sister of the unit member or the spouse of the unit member, or any relative living in the immediate household of the unit member, or any other close family member as approved by the unit member's supervisor.
- 3.1.8. **IEP** - Special education term for student's Individual Educational Plan.
- 3.1.9. **SST** - Regular Education term for Student Study Team.

ARTICLE 4. NEGOTIATION PROCEDURES

- 4.1 NOTICE TO BARGAIN A SUCCESSOR AGREEMENT.** No later than May 1 of the calendar year in which this Agreement expires, the YCOE and/or the Association shall communicate to the other in writing their intent to negotiate. Any agreement reached between the parties shall be reduced to writing, and signed by them.
- 4.2 USE OF CONSULTANTS.** Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 USE OF REPRESENTATIVES.** The YCOE and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- 4.4 DUTY TO PROVIDE INFORMATION.** Upon written request by the Association, the YCOE shall provide the data within its control necessary for an intelligent discussion of a mutually agreed to bargaining topic

ARTICLE 5. ASSOCIATION RIGHTS

- 5.1 RIGHT OF PARTICIPATION.** The YCOE and Association recognize the right of the unit members to form, join and participate in lawful activities of employee organizations.
- 5.2 USE OF FACILITIES.** The Association and its members shall have the right to make use of YCOE buildings, and facilities at all reasonable hours, when it is not otherwise in use.
- 5.3 COMMUNICATIONS.** The Association shall have the right to post notices of activities and matters of Association concern in areas frequented by unit members. The Association may use the interoffice mail service and unit member mailboxes for communication with unit members.
- 5.4 ASSOCIATION BUSINESS.** Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times which do not interfere with the educational program.

5.5 AB 119 EMPLOYEE ORIENTATION.

5.5.1 YCOE Notice to YEA of New Hires. The YCOE shall provide YEA notice of any newly hired certificated employee into a bargaining unit position, within ten (10) school business days of date of hire via an electronic mail. Notification shall include the following information: full legal name, date of hire/start date, classification, and site (Gov't § 3558)

5.5.2 Employee Information.

5.5.2.1 "Newly hired employee" or 'new hire' means any certificated employee, whether permanent, probational, temporary, full time, part time, 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)

5.5.2.2 The YCOE shall provide YEA with contact information on the new hires on the last day of the month in which they were hired within thirty (30) days of hire, or by the first pay period of the month following the hire. The information will be provided to YEA electronically. The information provided in this section shall be provided regardless of whether the newly hired certificated employee was previously employed by the YCOE and who current position has placed them in the bargaining unit represented by YEA. This contact information shall include the following items:

- i. First name
- ii. Middle initial
- iii. Last name
- iv. Suffice (e.g. Jr., III)
- v. Job title
- vi. Department
- vii. Primary worksite name
- viii. Work telephone number
- ix. Home street address (including 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 YEA. The YCOE shall do nothing to encourage employees to opt out of providing information to YEA.

5.5.2.3 Periodic Update of Contact Information: The YCOE shall provide YEA with a list of all bargaining unit members' names and contact information at least every one hundred twenty (120) days, on the last working day of August, January, and May. (Gov't Code § 3558). The information will be provided to YEA electronically. 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 YEA. The YCOE shall do nothing to encourage employees to opt out of providing information to YEA.

5.5.3 New Employee Orientation

5.5.3.1 "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.

5.5.3.2 The YCOE shall provide YEA mandatory access to its new employee orientations, separate from the annual all-employee YCOE welcome meeting occurring prior to the first student day in which YEA is allotted one (1) hour to meet with YEA unit members. YEA shall receive not less than ten (10) business days' notice in advance of any new employee orientation or mid-year onboarding, 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. To ensure compliance with the access provisions of AB119, the YCOE and YEA agree to the following procedure:

- i. On the date a new hire is on boarded at the YCOE Office during new employee orientation or a mid-year onboarding, YEA shall have one (1) hour of paid release time for one (1) YEA 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 CTA Labor Relations Representative may also attend the orientation session.
- ii. In the event that no YEA site representative is available on the date/time a new employee is on boarded during new employee orientation or a mid-year onboarding, both the new hire and the YEA representative shall have one (1) hour of paid release time to conduct a YEA orientation session with the new hire. The YEA orientation shall occur within thirty (30) days of the new hire's start date upon YEA's receipt of notice of hire pursuant to 1(a) above.

5.5.3.3 YEA shall provide copies of the YEA membership applications to the YCOE for distribution to new hires.

5.5.3.4 The orientation session shall be held at the YCOE Office during the workday of the employee(s), who shall be on paid time.

5.5.3.5 During YEA's orientation session, no YCOE manager or supervisor or non-unit employee shall be present.

5.6 BOARD OF EDUCATION AGENDA. The YCOE shall place on the agenda of each regular Board of Education meeting any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent ten (10) working days prior to said meeting.

5.7 WAIVER REQUESTS. Prior to consideration by the Board of Education of any waiver request developed by school or schools, as provided for in the School Based Program Coordination Act, commencing with Ed. Code § 52800, the YCOE shall submit such request to the Association. The Association may, if it so chooses, meet and negotiate with the YCOE on all items contained within a waiver proposal which is a matter related to a subject which is within the scope of bargaining as defined in Government Code § 3543.2. The Association further retains its right to consult on all other matters contained in the waiver proposal as defined in Government Code § 3543.2.

ARTICLE 6. COUNTY OFFICE OF EDUCATION RIGHTS

- 6.1 YCOE AUTHORITY.** It is understood and agreed that the YCOE retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided, and the methods and means of providing services; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the kinds of personnel required; maintain the efficiency of the YCOE operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the YCOE retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.
- 6.2 EXERCISE OF YCOE POWERS AND AUTHORITY.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the YCOE, the adoption of policies, rules, regulations and practices in furtherance therefore, and the use of judgment and discretion in connection therewith, shall be limited only by § 3540 et seq. of the Government Code and the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF TERMS USED IN THIS ARTICLE

- 7.1.1 **Grievance:** A grievance is an allegation by the Association or by one or more unit members that there has been a violation of the specific provisions of this Agreement.
- 7.1.2 **Grievant:** A grievant is a member of the bargaining unit or group of members or the Association making a claim pursuant to 7.1.1 above.
- 7.1.3 **Party in Interest:** The person or persons making a claim pursuant to 7.1.1 and/or a person necessary to resolve the claim.
- 7.1.4 **Conferee:** A person designated by any of the parties in interest to provide assistance or counsel at any step in the grievance process.
- 7.1.5 **DAY:** Any day which the YCOE is open for business.

7.2 TIME LIMITS SPECIFIED IN THIS ARTICLE

- 7.2.1 Time limits specified within each step of the grievance procedure may be modified by mutual agreement of all parties in interest.
- 7.2.2 Failure by the aggrieved to observe the time limits shall be deemed an acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

7.3 THE GRIEVANCE PROCEDURE

- 7.3.1 **Level One.** Within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance, he/she shall first discuss the grievance with the appropriate site administrator.
- 7.3.2 In the event the grievant is not satisfied with the disposition of the grievance, he/she may submit the grievance formally in writing to the site administrator within ten (10) days of the informal decision but in any case, no longer than thirty (30) days from the original time requirements. A written grievance shall include:
 - 7.3.2.1 A statement of the specific provision(s) of the agreement allegedly violated.
 - 7.3.2.2 A brief statement of the facts which constitute the alleged violation, including the names of all persons involved and the times, places and events.
 - 7.3.2.3 A statement of the specific actions which the aggrieved unit member desires that the YCOE take to remedy the grievance.
 - 7.3.2.4 A statement of the steps initiated by the aggrieved to resolve the difficulty by informal means as prescribed in 7.3.1 above. Within five (5) days after receipt of the written grievance, the site administrator shall meet with the grievant in an effort to resolve the grievance.

- 7.3.3 **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 presentation of the grievance, he may file the grievance in writing to the Superintendent within five (5) days after the decision at Level One.
- 7.3.4 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant, and association representative if desired by the grievant, in an effort to resolve it.
- 7.3.5 **Level Three.** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days after the grievant has first met with the Superintendent or his/her designee, the grievant may, within ten (10) days after a decision by the Superintendent or his designee, request in writing that the Association submit the grievance to arbitration.
- 7.3.6 The Association, by Written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before hearing.
- 7.3.7 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service. The parties will alternately strike names until one name is left. The order of striking will be determined by lot.
- 7.3.8 The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
- 7.3.9 The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement, provided, however that the award must conform to law, be justified upon the facts, and not add to, subtract from or modify the terms of the Agreement.
- 7.3.10 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the parties.

7.4 MISCELLANEOUS PROVISIONS RELATING TO THIS ARTICLE

- 7.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Association against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure, by reason of such participation.
- 7.4.2 Teachers may represent themselves at all stages of the grievance procedure, or by a representative selected by the Association, except arbitration. If a teacher is not represented by the Association or its representative, the Association shall be informed of any final resolution before it is implemented and may challenge it through this procedure if such resolution is alleged to be inconsistent with the provisions of this Agreement.

- 7.4.3 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 to the Superintendent and the Association directly and the processing of such grievance shall be commenced at Level Two.
- 7.4.4 Decisions rendered at Levels One and Two of this procedure shall be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association.
- 7.4.5 Time limits for appeal provided in each level shall begin the day of receipt of the written decision by the grievant.
- 7.4.6 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, action may be taken to minimize actual costs to all participating. The employer shall provide a substitute if a teacher's absence is necessary in the processing of a grievance.
- 7.4.7 All documents, communications and records dealing with the processing of grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 7.4.8 Nothing contained herein shall limit the right of a unit member to discuss the grievance with any appropriate administrator informally and to have the grievance adjusted without the intervention of the Association, provided such adjustment is not inconsistent with the provisions of this Agreement.

ARTICLE 8. ORGANIZATIONAL SECURITY

- 8.1 DUES DEDUCTIONS.** Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the YCOE an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the YCOE shall deduct appropriately prorated deductions from the regular salary checks of the unit member each month of the unit member's individual contract of employment. Deductions for unit members who signed such authorizations after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- 8.2 DUES REMITTED TO ASSOCIATION.** With respect to all sums deducted by the YCOE, pursuant to paragraphs 8.1 above, the YCOE agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, percentage of employment if less than full time, and shall indicate any changes in personnel from the list previously furnished.
- 8.3 ASSOCIATION DUTY TO PROVIDE INFORMATION.** The Association agrees to furnish any information needed by the YCOE to fulfill the provisions of this Article.
- 8.4 OTHER DEDUCTIONS FROM PAY WARRANT.** Upon appropriate written authorization from the unit member, the YCOE shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union savings bonds, charitable donations, or any other plans or programs approved by the YCOE to a reasonable maximum.

ARTICLE 9. TRANSFERS AND REASSIGNMENT OF PERSONNEL

9.1 DEFINITIONS OF TERMS USED IN THIS ARTICLE

- 9.1.1 A **transfer** is the movement, either voluntary or involuntary, of a unit member from one YCOE program to another. YCOE programs may include: Infant, Preschool, Autism, Multiple Disabilities, Deaf & Hard of Hearing, Emotional Disabilities, DIS (Visually Impaired, Adapted P.E., Orientation & Mobility), Adult Living Skills, Yolo County Career Academy, and Court and Community Schools.
- 9.1.2 A **voluntary transfer** is a transfer which is requested and sought by the unit member.
- 9.1.3 An **involuntary transfer** is a transfer which is initiated by the Superintendent or his/her designee.
- 9.1.4 A **work day** is any day when the YCOE is open for business.
- 9.1.5 A **vacancy** is a bargaining unit position in a YCOE program or district assignment not filled by an incumbent. In the event the Superintendent determines to fill a vacancy, such vacancy shall be advertised pursuant to 9.2.1, below. Vacancies occurring after the first week of an instructional year shall be posted as transfer opportunities for the ensuing instructional year.

9.2 NOTICE OF VACANCIES

- 9.2.1 Known vacancies for the ensuing instructional year shall be advertised starting May 15, or earlier on the YCOE website and main bulletin board of the YCOE. Such notices shall include the position description, location, grade level, credential requirement(s) and a closing date for application. The closing date shall be not less than ten (10) working days following the initial date of posting. This process shall be continued through the first week of the instructional year.
- 9.2.2 Any unit member who wishes to have notices mailed to their home address must provide the Human Resources office with at least three (3) self-addressed, stamped envelopes.

9.3 VOLUNTARY TRANSFER PROCEDURES

- 9.3.1 A unit member may request a transfer anytime on the appropriate YCOE form noting the position(s) that they are interested in, whether or not a vacancy exists, to allow such an application to be considered whenever an appropriate vacancy exists.
- 9.3.2 A request for transfer to take effect at the beginning of the next school year shall be made on the appropriate YCOE form and submitted no later than April 15 of the school year preceding the effective date of the transfer.
- 9.3.3 Voluntary transfer shall be based on proper credentials, evaluations, experience and the educational needs of the YCOE. All of the above being equal, seniority shall prevail.

9.4 PROCEDURE FOR INVOLUNTARY TRANSFER FOR OTHER THAN CAUSE

- 9.4.1 Involuntary transfer shall be based on proper credentials, evaluations, experience and the educational needs of the YCOE. All of the above being equal, seniority shall prevail.
- 9.4.2 No unit member shall be involuntarily transferred if a qualified volunteer has on file an appropriate transfer request.
- 9.4.3 A unit member to be involuntarily transferred shall have the right to indicated preferences from a list of vacancies, if one exists.
- 9.4.4 An involuntary transfer shall not result in the loss of regular compensation, seniority, or any fringe benefit to the unit member.
- 9.4.5 A unit member who is to be involuntarily transferred shall, upon written request, be granted a written rationale for the transfer.
- 9.4.6 A notice of involuntary transfer for the ensuing school year shall be given to the unit member not later than August 15.
- 9.4.7 Except in emergencies, involuntary transfers after the first teaching day of the school year, require three (3) work days notice.
- 9.4.8 Before a vacancy is filled by involuntary transfer, the vacancy shall be posted in accordance with Section 9.2 above.

9.5 PROCEDURES FOR INVOLUNTARY TRANSFER FOR CAUSE

- 9.5.1 No unit member shall be transferred for cause unless the employer has fulfilled its obligation to evaluate such unit member in accordance with the procedure set forth in the Evaluation Article of this Agreement.
- 9.5.2 No unit member shall be involuntarily transferred for cause unless the transfer is preceded by written notice and specification of those circumstances constituting cause.
- 9.5.3 Any unit member so notified shall have the right to appeal the notice of involuntary transfer for cause directly to the Superintendent. Such appeal must be made within seven (7) workdays of receipt of such notice. Upon receipt of appeal, the Superintendent shall investigate the charge(s) allegedly constituting cause. The Superintendent shall meet with the unit member as part of his/her investigation. The Superintendent shall conclude his/her investigation and report his findings along with his/her decision with respect to the unit member's appeal to the unit member within ten (10) workdays of the receipt of the unit member's appeal. The Superintendent's determination with respect to the appeal and transfer shall be binding, subject only to appeal based upon 9.5.4 below.
- 9.5.4 Any grievance relating to an involuntary transfer for cause shall be limited to claimed procedural violations of this provision.
- 9.5.5 The Association shall receive a copy of any notice of involuntary transfer for cause.
- 9.5.6 No unit member shall be displaced by way of implementation of this provision.

9.6 MUTUALLY ACCEPTABLE TRANSFER

9.6.1 Management and a unit member may mutually agree to a transfer which benefits either the unit member or the needs of YCOE. Such transfer may be for a limited duration upon mutual agreement. Such transfer shall not be considered an involuntary transfer.

9.7 MISCELLANEOUS PROVISIONS RELATING TO THIS ARTICLE

9.7.1 Except in emergencies or YCOE reorganizations, unit members may not be involuntarily transferred more than once in a consecutive three (3) year period.

9.7.2 Unit members who are to be involuntarily transferred during the school year to a substantially different position shall be given up to two (2) days of released time for preparation prior to the effective date of the transfer upon approval of their preparation plan by the appropriate administrator.

9.7.3 The rights of unit members returning from leave include the right to return to a comparable position or the same position if it is filled by a temporary unit member.

9.7.4 Seniority for transfer is defined as YCOE seniority.

ARTICLE 10. CERTIFICATED EMPLOYEE EVALUATIONS

10.1 PRINCIPLES OF EVALUATION AND ASSESSMENT

- 10.1.1 It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the YCOE. Further, the parties recognize that the bargaining unit member must have day-to-day flexibility in planning curriculum and activities for students as determined by Individual Educational Programs and/or YCOE adopted program objectives.
- 10.1.2 The evaluator shall be the unit member's immediate supervisor. The YCOE retains the right to designate any other management employee as evaluator under unusual circumstances. An individual evaluatee may request the Superintendent to appoint an alternate evaluator, certified in the area of the unit member's assignment to observe and critique the unit member's performance. Such request may be made in writing to the Superintendent within thirty (30) calendar days of the first observation but not later than February 15 of the evaluation year. The alternate evaluator's report shall be attached to the evaluation prepared by the immediate supervisor or designated evaluator.
- 10.1.3 Any evaluation forms used in conjunction with this Article shall be approved by the Association and the Superintendent.
- 10.1.4 Probationary and temporary unit members shall be evaluated each school year. Permanent unit members shall be evaluated not less than every other year unless granted a five-year cycle. If the unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall not take place during the first year in which the leave occurs, but shall take place during the first year of their return to duty.
- 10.1.4.1 Unit members with permanent status who have been employed at least ten (10) years with the YCOE and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five (5) years, if the unit member and the evaluator mutually consent to this schedule.
- 10.1.4.1.1 A unit member may submit a written request to be placed on a five-year cycle to the Human Resources Office prior to October 1st in the year in which the evaluation is to take place. This written document shall not be placed in the unit member's personnel file.
- 10.1.4.1.2 The evaluator will provide a written response, no later than November 1st in the year in which the evaluation is to take place. In case a request is made prior to the year in which the evaluation is to take place, a written response shall be given prior to the end of that school year.

- 10.1.4.1.3 Once placed on the five-year cycle, should the evaluator or unit member choose to withdraw consent, written notice shall be provided to the evaluator, unit member, and the Human Resources Office no later than October 1. This written document shall not be placed in the unit member's personnel file.
- 10.1.5 In addition to individual goals and objectives, all certificated instruction personnel evaluation criteria shall include:
 - 10.1.5.1 The progress of pupils towards the standards of expected student achievement.
 - 10.1.5.2 The instructional techniques and strategies used by the unit member.
 - 10.1.5.3 The unit member's adherence to curricular objectives.
 - 10.1.5.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- 10.1.6 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of criteria upon which the evaluation is to be based, and notified of the identity of their evaluator during October in the year in which the evaluation is to take place.
- 10.1.7 The unit member being evaluated and the evaluator shall meet no later than November 15 to discuss:
 - 10.1.7.1 Objectives and standards to be achieved during the evaluation period. In the event of a disagreement over the objectives and standards, the unit member and the evaluator shall:
 - 10.1.7.1.1 Make a good faith effort to resolve the differences.
 - 10.1.7.1.2 If the unit member objects to the evaluator's final determination of objectives and standards, he/she shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
 - 10.1.7.1.3 The unit member shall have the right to identify relevant constraints which the unit member believes may inhibit his/her ability to meet the established objectives and standards.
- 10.1.8 During the course of the evaluation period, circumstances may change which require review and/or modification of the original objectives and standards. The unit member or the evaluator may initiate a change of these objectives and standards in the manner prescribed in Section 10.1.7 above.

- 10.1.9 The evaluation process shall utilize direct observation and consultation with the evaluatee. Each evaluation shall be based upon at least one (1) observation, and shall be followed by an observation conference in which the evaluator and the unit member shall review the observation(s) and what aspect of the observation(s) are to be included in the final evaluation report. At least one (1) subsequent observation shall take place prior to a negative evaluation being placed in the unit member's file. A post-observation conference shall be arranged within three (3) working days of the observation.
- 10.1.10 At least one (1) formal observation shall be arranged by the evaluator and the unit member in advance.
- 10.1.11 Any permanent unit member who receives a negative evaluation shall be evaluated the following year. In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
- 10.1.11.1 Specific Recommendations for improvement.
 - 10.1.11.2 Direct assistance to implement such recommendations which may include opportunity for the unit member to visit and observe other similar classes.
 - 10.1.11.3 Any deficiencies which may have been corrected during the evaluation period shall not be included in the final evaluation.
- 10.1.12 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or control.
- 10.1.13 If subsequent remedial action eliminates the need for a negative evaluation and/or corrects the identified deficiencies, the evaluation(s) citing such deficiencies shall be sealed after a period of two (2) years.
- 10.1.14 Disputes arising over evaluations that result in grievances shall be limited to a claim that the procedures contained in this Article have been violated or unreasonably applied.
- 10.1.15 Unsubstantiated statements shall be excluded from the written evaluation.

10.2 FINAL EVALUATION REPORT IN CONFERENCE

- 10.2.1 Evaluations for probationary unit members shall be completed prior to March 15 in accordance with Section 1 of this Article at which time a final evaluation conference will be held to discuss the evaluation.
- 10.2.2 Evaluations for permanent unit members shall be completed not later than thirty (30) calendar days prior to the last instructional day of the school year. A final evaluation conference will be held not later than twenty (20) calendar days prior to the last instructional day of the school year to discuss the final evaluation report.

10.3 PROCEDURES FOR EVALUATION AND ASSESSMENT OF NON-INSTRUCTIONAL CERTIFICATED UNIT MEMBERS

- 10.3.1 Unit members with non-instructional job classifications shall be evaluated in accordance with YCOE established job responsibilities.
- 10.3.2 Certificated non-instructional unit members shall be evaluated not less than once every other year.
- 10.3.3 Individual objectives must be consistent with the educational and professional goals, objectives, and standards established by the YCOE for specific program to which the unit member is assigned.
- 10.3.4 If a formal observation of performance is used as an assessment technique, the unit member will be made aware of when the observation is to be conducted and by whom. The unit member should prepare for the observer(s) a brief outline of the activity to be observed, including purpose and desired result. This provision does not preclude non-scheduled and informal visitations and observations as additional useful assessment techniques.

10.4 PERSONNEL FILES

- 10.4.1 The employer shall not base any action against a unit member on materials which are not validly contained in the unit member's personnel file, with the exception of circumstances contemplated by Ed. Code § 44942 and 44939.
- 10.4.2 A unit member shall be provided any derogatory material placed in the unit member's personnel file. The unit member shall also be given five (5) working days to prepare a written response to such material. The written response shall be attached to the material.
- 10.4.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.
- 10.4.4 Persons who draft and place material in unit member's personnel file shall sign the material and signify the date on which material was drafted and placed in the file.
- 10.4.5 Access to personnel files shall be limited to the unit member and specified representatives and members of the YCOE on a need-to-know basis. The contents of all personnel files shall be kept locked and in the strictest of confidence. Each person who examines a personnel file must sign and date the form kept in the file for this purpose.
- 10.4.6 Derogatory material shall be sealed after four (4) years providing no incidents similar to those described in the derogatory materials have occurred since the date of the document.

10.5 PUBLIC CHARGES

- 10.5.1 If a unit member is to have a written complaint or public charge entered into his/her personnel file, that unit member shall have notice immediately of the complaint or charge and an opportunity to respond in writing before both materials are entered.

10.5.2 Further, the unit member may grieve the allegation to determine the validity of the complaint or charge. If proved untrue, it will be sealed.

10.6 PERSONAL AND ACADEMIC FREEDOM

10.6.1 The YCOE shall not inquire into, nor predicate any adverse action upon, a unit member's personal, political and organizational activities or preferences which do not have a direct bearing upon the unit member's classroom activities.

10.6.2 It is recognized and agreed that the welfare of the students is served through the introduction and open exchange of ideas, materials, and positions when a fair representation of both sides of an issue occurs.

10.7 TEST OF INTELLECTUAL OR EMOTIONAL FUNCTIONING

Bargaining unit members shall not be evaluated on the basis of administering test of intellectual or emotional functioning unless the unit member is credentialed to administer such test.

ARTICLE 11. EMPLOYEE SAFETY

- 11.1 SAFE WORKING CONDITIONS.** The Association and YCOE recognize the duty to provide a safe and healthy working environment. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- 11.2 UNSAFE CONDITIONS DEFINED.** An “unsafe condition” may be a physical, structural or environmental condition which makes it unsafe for a unit member to work and/or instruct students.
- 11.3 ADDRESSING UNSAFE WORKING CONDITIONS.** When a unit member reports in writing a possible unsafe condition, the unit member and the site or program administrator, or designee, shall meet within five (5) work days to discuss the matter and to attempt to agree on whether the condition should be considered unsafe and, if so, upon corrective action. The unit member may be represented by an Association representative provided the representative is available when the meeting is scheduled, or is available at a mutually acceptable meeting time within five (5) days. If the administrator agrees that a condition should be considered unsafe and is not able to offer corrective action at the meeting, he/she shall provide a written response to the issue within ten (10) work days thereafter, including a time table for any corrective action offered.
- 11.4 DUTY TO REPORT CASES OF ASSAULT.** Unit members shall promptly report cases of assault and/or battery to their principal or other supervisor who shall immediately report the incident to the appropriate law enforcement authorities.
- 11.5 STUDENT REFERRALS.** When a unit member believes a student is threatening his/her safety, the unit member shall refer the student to the principal or other supervisor.

ARTICLE 12. PHYSICAL EXAMINATIONS

12.1 TUBERCULOSIS EXAMINATIONS. Examinations for tuberculosis will be required every four (4) years. Such examinations shall be paid for by the YCOE, provided the unit member receives the examination at a YCOE designated facility.

ARTICLE 13. TEACHING HOURS

- 13.1 UNIT MEMBER WORK DAY.** The parties recognize that a unit member's work day is determined by the professional responsibilities of their job and varies from day to day and from assignment to assignment as necessary. The unit member's work day shall be seven (7) hours exclusive of a duty-free lunch period.
- 13.1.1 The unit member in a classroom assignment shall be on site not less than 30 minutes prior to their instructional assignment.
- 13.1.2 For Computation purposes in determining hours on leave or circumstances that affect pay warrant or fund distributions, the use of the Hourly Rate of Pay as defined in Article 3, Definitions, Section 3.1.6 will be in effect (per diem divided by 7).
- 13.2 FACULTY MEETINGS.** Faculty meetings shall be preceded by notice including an agenda to the meeting. Such notice and agenda shall provide reasonable opportunity for unit members to add items to the agenda. Faculty meetings shall include Department/Program meetings. At least one faculty meeting per month is dedicated to staff collaboration. No faculty meetings should be held past 3:30 p.m.
- 13.3 DUTY FREE LUNCH PERIOD.** All members of the bargaining unit shall have a duty-free lunch period of at least thirty (30) consecutive duty free minutes.
- 13.4 NON-TEACHING DUTIES.** Non-teaching duties are any duties which are required by the YCOE and which do not involve the instruction of students, exclusive of staff meetings referred to in this Article. Unit members are expected to perform such duties which may include, but are not limited to, parent meetings, participation in student clubs and activities, in-service workshops, Back-to-School Nights, Open House, IEP prep and attendance, and SST Meetings.
- 13.4.1 Unit members will be compensated at their per diem rate for non-teaching duties beyond their work day that exceed ten (10) hours per year (pending prior approval). Members are responsible for notifying their supervisors when they have completed ten (10) hours of documented non-teaching duties. The ten (10) hours will be pro-rated based on FTE.
- 13.4.2 Unit members may submit their request to their supervisor for approval for staff release time during the work day to complete non-teaching duties and/or student assessments.
- 13.5 HOME INSTRUCTION.** Home instruction includes duties that are over and above the unit member's work day. Home instruction teachers are expected to perform instruction for a student in the home environment due to the student's inability to attend school because of a medical condition identified through the IEP process. The unit member will be compensated for the additional instructional time at the unit member's per diem rate and will also be compensated mileage to and from the student's home. The home instruction assignment will first be offered to the student's current teacher then offered to other qualified teachers. If no qualified unit member accepts the home instruction assignment the District may seek an external applicant.

ARTICLE 14. WORK YEAR

- 14.1 COUNTY OFFICE CALENDAR.** The length of the school term and holidays shall be consistent with the generally accepted practices of Yolo County School Districts. YCOE unit members shall work one hundred and eighty-two (182) days in any one (1) school year.
- 14.2 ROP WORK YEAR.** The work year for ROP staff shall include the number of assigned instructional days plus two (2).
- 14.3 SPEECH AND LANGUAGE WORK YEAR.** The work year for Speech and Language Therapists shall be one hundred and ninety-two (192) days in any one (1) school year beginning with the 2015-16 school year.

ARTICLE 15. NON-DISCRIMINATION

15.1 UNLAWFUL DISCRIMINATION PROHIBITED. The YCOE shall not discriminate except as is otherwise permissible in existing law against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in a unit member organization, or participation in the activities of a unit member organization in relation to the application or exercise of any and all rights, activities and/or interests guaranteed by the EERA, Government Code 3540 et seq. generally, and §§ 3540.1, 3543, 3543.2, 3543.5 specifically.

ARTICLE 16. CURRICULUM AND INSTRUCTION

- 16.1 DUTY TO CONSULT.** The YCOE agrees to consult with the Association during the term of this Agreement according to the requirements of Government Code 3543.2.
- 16.2 STUDENT DISCIPLINE POLICY.** The YCOE agrees to review student discipline policy with unit member input upon request of the Association.

ARTICLE 17. STAFF DEVELOPMENT

17.1 STAFF DEVELOPMENT NEEDS SOLICITED. No later than the conclusion of each school year, the program manager shall solicit the staff development needs of unit members in determining staff development plans for the subsequent year.

17.2 REQUIRED STAFF DEVELOPMENT. The program managers may require unit members to attend staff development sessions; provided, however, such required programs shall be limited to ten (10) after school hours without pay per school year; and may be included as part of the non-teaching duties described in Article 13.4. If such training session or workshop is held outside a fifty (50) mile radius from the YCOE, travel time will be included within the ten (10) hours limit.

17.3 VOLUNTARY STAFF DEVELOPMENT. Staff development days may be scheduled by the YCOE in addition to the required work days.

17.3.1 Attendance at staff development programs will be voluntary and unit members must attend the entire staff development session.

17.3.2 Unit members will be compensated at their per diem rate.

17.3.3 The Yolo County Office of Education will maintain attendance records and each individual unit member must sign in.

ARTICLE 18. PART-TIME EMPLOYMENT STATUS

18.1 ED. CODE §§ 44922, 42724 AND GOV. CODE § 20815 BENEFITS

- 18.1.1 The unit member desiring to exercise this option must have reached the age of 55 prior to applying for reduction to part-time employment status.
- 18.1.2 The option of part-time employment is available only to those certificated staff members who have been employed in a position requiring certification for not less than ten (10) years of which the immediately preceding five (5) years were full-time employment.
- 18.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the employer.
- 18.1.4 Approval to participate in the part-time employment status is subject to the staff needs and requirements of the YCOE.
- 18.1.5 Approval for part-time employment status will be granted for a period of time not to exceed five (5) years.
- 18.1.6 The minimum part-time employment approved shall be the equivalent of one-half the number of days service required by the YCOE contract of employment for full-time employment.
- 18.1.7 Unit members who are granted part-time employment status shall be paid a salary which is the prorated share of the salary he/she would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payment would be required if they remained in full-time employment.
- 18.1.8 Unit members desiring to exercise this option will have STRS contributions that are required to be paid by the YCOE, paid on the salary the unit member would have received had they been in full-time employment. The unit member will be required to pay STRS contributions at the rate specified in the Education Code on the salary they would have received had they remained in full-time employment.
- 18.1.9 The unit member shall receive health benefits in the same manner as full-time employment.
- 18.1.10 This option is limited to certificated unit members in programs operated by the YCOE and assigned to age pre-kindergarten through grade 12 who do not hold positions with salaries above that of a principal.
- 18.1.11 Unit members desiring to exercise this option must notify the County Superintendent of their interest in reduction to part-time employment by submitting a letter of request not later than February 15 of the year preceding the requested change of part-time employment.

18.2 RETURN TO FULL TIME STATUS. Unit members who have been authorized to reduce from full-time position under the provisions of this article may return to full-time employment at the conclusion of the five (5) year limitation on such employment only by mutual consent of the unit member and the Superintendent.

18.3 SHARED CONTRACTS

18.3.1 Requests by current unit members employed on two (2) separate contracts to share one (1) contract must be made in writing to the Superintendent at least ten (10) weeks prior to the effective date of request.

18.3.2 The request shall set forth in detail the unit members to be involved, the contract to be shared, and the proposed effective date of the request.

18.3.3 Unless otherwise agreed in writing, unit members whose requests for shared contracts are approved, shall be granted a leave for that portion of their assignment being reduced to run concurrently with the shared contract agreement and shall be allowed to return to a full-time position at the conclusion of said shared contract.

18.3.4 Unless otherwise agreed in writing, unit members who share a contract shall share proportionately in the health benefits and leave benefits under that one (1) contract.

18.3.5 The decision to grant the request to share a contract is within the sole discretion of the Superintendent of the YCOE.

18.3.6 All such requests may be revoked by either of the parties, in writing, up to the time said requests are granted by the Superintendent.

18.3.7 Unit members employed to share one contract shall receive compensation, upon submission of timesheets, for up to four (4) hours per month of collaboration. The unit members may request additional hours. Additional collaboration time may be granted at the discretion of the unit members supervisor.

18.4 OTHER PART-TIME EMPLOYEES

18.4.1 Any full-time certificated unit member desiring part-time employment must submit a request in writing to his/her immediate supervisor no later than May 1 of the school year preceding the effective date of the request.

18.4.2 The YCOE is not required to hire part-time unit members even if the unit member requests it.

18.4.3 Part-time unit members will be selected on the basis of seniority and on the needs of the program.

18.4.4 Persons selected for part-time employment will be notified no later than the end of the school year preceding the effective date of the request.

18.4.5 No full-time unit member may be required to become a part-time unit member if there is full-time employment available.

18.4.6 Any part-time unit member of twenty (20) hours or more is entitled to the number of sick leave days and health benefits proportionate to his/her employment if hired as part-time after July 1, 1982.

ARTICLE 19. SALARIES

19.1 SALARY.

19.1.1 Certificated teachers shall receive a 7% COLA to the 2021-22 salary schedule effective July 1, 2022; and shall receive a 5% one-time lump sum payment based on the unit member's current 2021-22 annual salary placement (unit member must have been employed during the 2021-22 school year and is returning for the 2022-23 school year). (Appendix A)

19.1.2 Psychologists and Mental Health Therapists shall receive a 7% COLA to the 2021-22 salary schedule effective July 1, 2022; and shall receive a 5% one-time lump sum payment based on the unit member's current 2021-21 annual salary placement (unit member must have been employed during the 2021-22 school year and is returning for the 2022-23 school year). (Appendix B)

19.1.3 Nurses shall receive a 7% COLA to the 2021-22 salary schedule effective July 1, 2022; and shall receive a 5% one-time lump sum payment based on the unit member's current 2021-22 annual salary placement (unit member must have been employed during the 2021-22 school year and is returning for the 2022-23 school year). (Appendix C)

19.1.4 Speech and Language Specialists shall receive a 7% COLA to the 2021-22 salary schedule effective July 1, 2022; and shall receive a 5% one-time lump sum payment based on the unit member's current 2021-22 annual salary placement (unit member must have been employed during the 2021-22 school year and is returning for the 2022-23 school year). (Appendix D)

19.2 PRO-RATED SALARIES. All unit members who serve other than the required number of days as set forth in Section 14.1 for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

19.3 SALARY FOR ONE SEMESTER. Unit members who serve for one full school semester shall receive not less than one half of the annual base salary for their position.

19.4 PAYROLL PERIODS. The payroll period shall be defined as monthly beginning with July 1 and ending June 30 for all certificated unit members hired before 1960. Payroll period for all unit members after 1960 shall be defined as monthly beginning with September 1 and ending August 31.

19.5 SALARY SCHEDULE PLACEMENT AND STEP ADVANCEMENT. Each school year the unit member shall be placed on the appropriate step in accordance with YCOE approved teaching experience. A unit member who has served on a full-time contract for seventy-five percent (75%) of the school year in the YCOE shall receive credit for that year's experience for salary schedule advancement purposes. Unit members on full year part-time contracts shall receive credit for that year's experience if they render seventy-five percent (75%) of the time required in their part-time agreement. Unit members shall normally receive credit for the year(s) of post graduate experience under a full-time contract in comparable positions to their proposed assignment. Effective July 1, 2021, and thereafter, the maximum credit for out of YCOE experience shall not exceed twenty (20) years. Initial step placement not higher than step 21.

19.5.1 The above provisions regarding maximum credit shall be implemented commencing July 1, 2021. Those employees who would have been on a higher step for 2021-22 if this provision had been in effect when they were hired, shall be placed on the correct step pursuant to these provisions for the 2021-22 school year. No adjustments in pay shall be made for any years prior to 2021-22.

19.5.2 Unit members who resign from YCOE employment and are reinstated within 39 months shall be placed on the same step of the salary schedule they would have been on had they not resigned.

19.6 SALARY SCHEDULE PLACEMENT AND COLUMN ADVANCEMENT. College units. A college unit is one (1) semester unit. Three (3) quarter units equal to two (2) semester units. Guidelines for acceptance of units:

19.6.1 Accredited upper division and graduate college units applied toward an academic major or minor will be accepted for advancement on the salary schedule. Extension courses related to the area of assignment responsibility will be accepted for advancement on the salary schedule.

19.6.2 Lower division courses should be a part of an educational goal, and/or be of material value to the unit member in professional growth. Credit for lower division courses must be approved by the unit member's Supervisor and Human Resources Director. College Catalog identification will determine lower and upper division.

19.7 SALARY SCHEDULE CREDIT FOR IN-SERVICE. In-Service Training, Workshops. Credit will be evaluated on the basis of one (1) semester unit for fifteen (15) hours of service in one subject area, within a school year. Request for approval of in-service credit must be submitted within the school year in which it is taken. Unit credits earned in workshop or in-service participation may not be accepted by other districts for placement on their salary schedule. No in-service credit will be allowed if the cost of the units is to be borne by the YCOE.

19.8 PROCEDURE FOR COLUMN CHANGE. Classification Change on Salary Schedule. Unit members must file request for classification change by February 20th. All work must be completed and verified by September 1st. All verified salary adjustments will be effective on the September 30th payroll. The combination of college units and equivalent units required for teachers to move up in salary classification follow:

	College Units (Minimum)	Equivalent Units (Maximum)	TOTAL
Class I to II	9	6	15
Class II to III	9	6	15
Class III to IV	6	9	15
Class IV to V	3	12	15

19.9 CREDIT FOR MASTER TEACHERS. Student Teachers-Two (2) units of In-service will be allowed to master teachers training student teachers. However, no more than six (6) credits will be granted for every fifteen (15) units taken to move across the salary schedule. Individual teachers will receive no payment made for student teachers, if the two (2) units of credit are claimed.

19.10 PRIOR APPROVAL AND VERIFICATION OF COMPLETION. Each teacher is responsible for:

19.10.1 Obtaining prior approval for lower division course or in-service training.

19.10.2 Verifying completion of all work by submitting transcripts, grade cards, or written verification by the instructor.

19.10.3 Filing request for change in salary classification each time one is due.

19.10.4 Obtain approval for summer work in lower division courses or workshops by May 15th of the school year.

19.11 INCORRECT SALARY PLACEMENT. Errors in the current salary schedule placement made by the YCOE shall only be corrected during the fiscal year in which they are discovered upon proof that the error has been made. Such corrections shall only apply to the current fiscal year.

19.12 STAFF COORDINATOR DUTIES. Staff coordinator duties will be determined jointly by the program managers and the staff and will be so specified in a written job description that is acceptable to the staff within the program.

19.13 STAFF COORDINATOR STIPEND. Staff Coordinators will be paid as set forth in the salary schedule for each year for performing staff coordinating duties as defined in the job description specifying duties to be performed. Salary paid for staff coordinating duties will be in addition to salary paid for regular teaching duties according to placement on the current teachers' salary schedule. Any assigned staff coordinator working in excess of the regular duty days determined by the school calendar will receive additional salary based on the amount set forth for staff coordinators and pro-rated on a daily number of days specified on the calendar. The YCOE reserves the right to determine the need for staff coordination requirement.

19.14 CREDIT FOR ADVANCED DEGREES. Master's Degree increment shall be salary schedule placement plus one thousand dollars (\$1,000.00). Earned Ph.D. or Ed.D. increment shall be one thousand dollars (\$1,000.00).

19.15 CERTIFICATED NURSE. The salary schedule for unit nurses is contained in Appendix C.

19.16 PSYCHOLOGIST AND MENTAL HEALTH THERAPIST. The salary schedule for unit psychologists and mental health therapists are contained in Appendix B.

19.17 SPEECH AND LANGUAGE SPECIALIST. The salary schedule for unit speech and language specialists is contained in Appendix D.

ARTICLE 20. EMPLOYEE TRAVEL

- 20.1 MILEAGE RATE OF REIMBURSEMENT.** Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the applicable rate, per the Superintendent's Travel and Conference policy, for all driving done between the first location of their work day and the location of their last assignment.
- 20.2 MILEAGE FROM LAST ASSIGNMENT.** If travel is required beyond the location the unit member would normally travel to return home, the unit member will be reimbursed for the mileage from the last location to the first.

ARTICLE 21. EMPLOYEE BENEFITS

21.1 EMPLOYEES AND DEPENDENT INSURANCE COVERAGE. YCOE will offer a plan of insurance which includes medical, dental and vision insurance. Changes in carriers or providers shall be subject to negotiations between the parties. The following are the health care providers:

21.1.1 Health Insurance - Unit members may select one (1) of the following health insurance plans:

- 21.1.1.a Western Health Advantage
- 21.1.1.b Kaiser

21.1.2 Dental Insurance - Unit members shall be offered Delta Dental.

21.1.3 Vision Insurance - Unit shall be offered Vision Service Plan.

21.1.4 Life Insurance (\$25,000) – Mandatory enrollment for all unit members.

21.2 PAID BENEFITS--FULL-TIME EMPLOYEES. YCOE will contribute up to \$750 monthly for 12 months (\$9,000 annually) per full-time unit member towards the cost of health and welfare benefits as provided in 21.1 commencing July 1, 2022.

21.3 DURATION OF BENEFITS. The benefits provided in this Article shall remain in effect during the term of this Agreement.

21.4 ELIGIBILITY. Unit members subject to this Agreement who are contracted to work twenty (20) hours or more per week are eligible to receive the health and welfare benefits as those provided for full-time unit members, on a prorated basis. Unit members hired on or before January 18, 1982, will be grandfathered under old provisions which provided for \$327 monthly if the employee worked half time or more, \$130.80 monthly if the employee worked 40 percent and \$115.40 if the employee worked 20 percent.

21.5 EMPLOYEE BENEFIT PAYMENTS DURING LEAVE OF ABSENCE

21.5.1 The YCOE shall contribute its contribution towards insurance premiums while the eligible unit member is on paid leave status.

21.5.2 Unit members on YCOE approved, non-paid leaves of absence of more than thirty (30) calendar days may elect to continue coverage for themselves (and dependents) by mailing the entire monthly premium payment, required for coverage, made payable to the Yolo County Office of Education and submitted to the business office.

21.5.3 The unit members (and dependents) insurance coverage, under the YCOE's master insurance contracts(s), shall be canceled under the following:

21.5.3.1 The leave expires and the unit member does not return to active duty.

21.5.3.2 A required premium payment is not received in the business office by the 30th of the month preceding the month when coverage is desired.

21.6 PROPERTY DAMAGE. The YCOE shall reimburse unit members for any loss, damage, or destruction of personal equipment up to a maximum of two hundred dollars (\$200.00) provided that such personal equipment has been approved for use by the appropriate program manager or immediate supervisor prior to such loss, damage, or destruction.

21.7 ADDITIONAL HEALTH INSURANCE PLANS. The YCOE may provide additional health insurance plans.

21.8 RETIREE'S HEALTH BENEFITS.

21.8.1 New bargaining unit employees hired after July 1, 1994, shall not be eligible for continuation of hospital and medical insurance premium payments pursuant to former AR 4117.1/4217.1 after retirement, however they shall have all rights to which they are entitled under COBRA.

21.8.2 There shall be no change in retiree health benefits existing on June 30, 1994, for bargaining unit employees employed the Yolo County Superintendent of Schools prior to or on that date by terms of this Agreement.

21.8.3 The terms of this Agreement shall supersede any provisions of AR 117.1/4217.1 which are inconsistent with this Agreement.

ARTICLE 22. LEAVES

- 22.1 SICK LEAVE.** Every unit member shall be entitled to ten (10) days of paid sick leave for each school year, pursuant to Education section 44978, which may accumulate from year to year. In addition, every unit member shall receive one (1) additional day of sick leave each school year which shall not accumulate. The days of sick leave will be prorated by employee's FTE.
- 22.1.1 At the beginning of each school year every unit member shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
- 22.1.2 Unused sick leave shall be accumulated without limit. Unit members new to the YCOE shall be entitled to transfer their accumulated sick leave to the YCOE upon confirmation of employment. This transfer of sick leave is only School District or from another California County Office of Education.
- 22.1.3 Each unit member must be employed on or before the tenth (10th) day of the month in order for that month to be counted in computing sick leave.
- 22.1.4 If a certificated person is employed after the beginning of the school year or on a part-time probationary basis, the days of sick leave are prorated.
- 22.1.5 The YCOE shall provide each unit member with a written statement of his/her accrued sick leave total when requested.
- 22.1.6 After all days of sick leave have been taken, the unit member shall receive the difference, for a period not to exceed five (5) school months, between his/her regular salary and that actually paid to a substitute or if no substitute was employed, the amount which would have been paid to the substitute had he/she been employed. In no case shall the deduction exceed fifty percent (50%) of the unit member's daily pay. Available sick leave benefits will end when the physician of the unit member certifies that the unit member's disability no longer exists. The YCOE may require a physical exam of the unit member to verify the degree of disability.
- 22.1.7 When a unit member exhausts all available sick leave and continues to be absent beyond the five-month period set forth in Section 22.1.6 and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for 24 months if the employee is probationary, or 39 months if the employee is permanent, commencing at the end of the five months. When the employee is medically able, during those periods, the employee shall be returned to a position for which he/she is certificated and qualified.
- 22.1.8 The YCOE may require a doctor's verification of any absence that is of a recurring nature. Certification from the doctor of an illness may be required by the Human Resources Office when the illness exceeds three (3) consecutive workdays. Certification from the doctor of an illness may also be required by the YCOE when a unit member requires more than twenty (20) days of sick leave in any school year. The YCOE will submit a letter to the unit member who has used excessive sick leave that a doctor's verification will be required for further absences. Additionally, the YCOE reserves the right to refuse payment of sick leave benefits where there is cause to suspect abuse or misuse.

22.1.9 The unit member shall notify the YCOE of his/her intent to return from sick leave prior to the end of the regular work day. The unit member who fails to provide this notice shall not be allowed to return to service and shall have an additional day of sick leave charged.

22.2 PARENTAL LEAVE

The YCOE shall provide parental leave consistent with the requirements set forth in Assembly Bill 2393 and 375 and Education Code section 44977.5. Specifically, a certificated employee may use their sick leave for purposes of parental leave for a period of up to 12 workweeks. When the employee has exhausted all available and accumulated sick leave, including any leave granted through the Child Bonding Leave Bank (Article 31), and continues to be absent for parental leave, the employee may then use differential leave for the remainder of the 12 workweek period of parental leave, if needed. Parental leave is defined as “leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.” This leave is commonly referred to as “bonding leave”. Pursuant to Education Code section 44977.5.

An employee who must be absent from duty because of disability as a result of pregnancy, miscarriage, childbirth, and recovery therefrom is eligible for leave which shall be taken first from available sick leave. Disabilities of this nature shall be treated as temporary disabilities for all job related purposes and shall be treated as such under any health plan available in connection with employment.

22.2.1 The YCOE shall not refuse to do any of the following solely because of an employee’s pregnancy:

22.2.1.1 Hire or employ

22.2.1.2 Bar or discharge the employee from employment

22.2.1.3 Bar the employee from training programs, reassignment or promotion

22.2.1.4 Discriminate against the employee in compensation or in terms, conditions, or privileges of employment.

22.2.2 An employee who is absent from duty for the placement of a child with an employee in connection with the adoption or foster care is eligible for parental leave.

22.2.3 An employee who is absent from duty to care for their child or the person who gave birth to their child at the time of birth is eligible for parental leave.

22.2.4 An employee does not have to be married in order to qualify for the benefits provided in this section.

22.2.5 Upon request, the Superintendent may as an alternative to or in combination with parental leave, provide an employee who is a natural, adopting or foster parent an unpaid leave of absence for the purpose of bonding with employee’s child. Such leave shall remain in effect no longer than the end of the sixth month following the birth, adoption or initial foster care period of the child. An employee shall notify the Superintendent that the employee desires to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

- 22.3 IMMEDIATE FAMILY SICK LEAVE.** A unit member shall be entitled to use their sick leave in the case of illness or injury of a member of the immediate family when the presence of the unit member is necessary. These days shall be deducted from the unit member's regular sick leave allocation.
- 22.3.1 Such days of leave are not cumulative.
- 22.4 BEREAVEMENT LEAVE**
- 22.4.1 Every unit member shall be entitled to three (3) consecutive days of paid leave of absence on account of the death of any member of his/her immediate family. Where travel of more than two hundred (200) miles, one way, from the unit member's home is required, the unit member shall be entitled to no more than six (6) consecutive days of paid leave. Immediate Family - The mother, father, step-parent, grandfather, grandmother, grandchild of the unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, step child, brother or sister of the unit member or spouse, or any relative living in the immediate household of the unit member, or any other close family member as approved by the unit member's supervisor.
- 22.4.2 This leave shall not be deducted from sick leave.
- 22.4.3 The YCOE shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
- 22.4.4 For verification, the unit member shall provide information identifying the family relationship of the deceased on the absence reporting system; except in unusual cases where the YCOE may require additional verification of the unit member.
- 22.5 INDUSTRIAL ACCIDENT OR INJURY AND ILLNESS LEAVE.** An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the YCOE. Unit members shall be required to use available sick leave for temporary disabilities until determination is made by the claims administrators that the claim is a valid one. Sick leave shall be reinstated upon determination of a valid worker's compensation claim.
- 22.5.1 A unit member, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence, no more than sixty (60) working days of paid leave in any one (1) fiscal year for the same accident.
- 22.5.2 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the YCOE shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as a result of an industrial accident or illness. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 22.5.3 The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary. During any paid leave of absence, the unit member shall endorse to the YCOE the temporary disability indemnity checks received on account of his/her industrial accident or illness. The YCOE, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

- 22.5.4 Upon termination of the industrial accident or illness leave, a unit member shall be entitled to the sick leave benefits provided, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the unit member continues to receive temporary disability indemnity, he/she is entitled to take only as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.
- 22.5.5 A unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the YCOE.
- 22.5.6 Allowable industrial accident and illness leave shall not be accumulated from year to year.
- 22.5.7 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in the Agreement shall be provided by the YCOE.
- 22.5.8 In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be examined and treated, if necessary, by a physician approved and paid for by the YCOE's industrial accident insurance carrier.
- 22.5.9 A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.
- 22.5.10 The YCOE's report of an industrial accident or illness shall be kept on file in the Human Resources Office.
- 22.5.11 Under no circumstances shall the unit member receive more compensation during industrial accident and illness leave than the unit member should be entitled to if working.

22.6 PERSONAL BUSINESS LEAVE. Each employee shall be entitled to three (3) days in total of paid leave annually for the purpose of conducting personal business, which can be taken in half day or full day increments. Such days shall not be deducted from sick leave.

22.7 PERSONAL NECESSITY LEAVE

22.7.1 Any days of absence for illness or injury allowed pursuant to Education Code § 44981, not in excess of seven (7) days, may be used by the unit member, at his/her election, in case of personal necessity. Personal necessity leave may with prior approval of the Superintendent or designee requested not less than three (3) workdays in advance (not required for 1 through 6 below) be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off duty hours, including but not limited to the following:

22.7.1.1 death of a member of his/her immediate family;

22.7.1.2 accident, involving his/her person or property, or the person or property of a member of his/her immediate family;

- 22.7.1.3 appearance in court as a litigant, or as a witness under an official order;
 - 22.7.1.4 verified emergencies which were beyond the control of the individual;
 - 22.7.1.5 inability to get to the unit member's assigned place of duty because of circumstances beyond his/her control;
 - 22.7.1.6 traditionally recognized religious holidays or observances.
- 22.7.2 At the unit member's request, the Superintendent or designee may grant personal necessity leave for reasons other than the ones listed above.

22.8 STUDY LEAVE

- 22.8.1 A unit member may, after three (3) continuous years of employment with the YCOE, be granted an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
- 22.8.2 A unit member shall apply to the YCOE for such leave no later than ten (10) weeks before its anticipated commencement.
- 22.8.3 The unit member shall notify the YCOE sixty (60) calendar days prior to the ending date of the leave of his/her intent to return to service.

22.9 IN-SERVICE LEAVE. A unit member shall be entitled to four (4) days of paid leave each school year for the purpose of improving his/her performance. With the Program Manager's approval, such leave may be used to visit classes in other schools or to attend workshops related to his/her performance. Agreement as to specific application of this provision shall be worked out by the Program Manager and the unit member.

22.10 SUBPOENA LEAVE

- 22.10.1 Subpoena leave is provided when a unit member is absent because of a mandatory court appearance as a witness, but not as a litigant; response to a subpoena duly served. A unit member shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the court, or by the party requiring the appearance, and his/her regular salary.
- 22.10.2 A copy of the subpoena or a certificate from the clerk of the court and a report of fees received, exclusive of mileage shall be submitted to the Human Resources Office.
- 22.10.3 The claim for leave will be supported by a copy of the subpoena or order of the court.

22.11 JURY LEAVE. Unit members may be absent from YCOE assignments to serve as jurors without loss of pay.

22.12 ASSOCIATION LEAVE. The Association shall have a total of ten (10) workdays of paid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. Such representatives shall be excused from school duties upon two (2) workdays advance notification to the Assistant Superintendent and the Program Manager. All costs except for salary shall be absorbed by the Association. Additional days may be granted at the discretion of the Assistant Superintendent and the Program Manager.

22.13 MILITARY LEAVE. Military leave is considered a leave with pay not to exceed thirty (30) calendar days, when called to military duty.

22.14 MISCELLANEOUS LEAVE.

22.14.1 Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to (1) return to a position comparable to that which he/she held immediately before commencement of the leave; (2) receive credit for annual salary increments provided during his/her paid leave; (3) receive, during his/her leave, all other unit member fringe benefits, including, but not limited to, insurance and retirement benefits.

22.14.2 Personal leaves may be granted for, but not limited to, health restoration and travel after the unit member has worked three (3) continuous years for the YCOE.

22.14.3 Unit members on any unpaid leave of absence may continue fringe benefits under the group plan by submitting the premiums to the YCOE by a date(s) agreed to by the YCOE and the unit member.

22.15 SABBATICAL LEAVE. Sabbatical leave may be awarded at the sole discretion of the Superintendent. The qualifications and procedures for sabbatical leave shall be as determined in Education Code § 44966 through §44973. The salary for those approved for leave shall be fifty percent (50%) of their placement on the salary schedule.

22.16 ABSENCE NOTIFICATION. Employees utilizing the provisions of Section 22.2, 22.3, 22.4, 22.5, 22.8.1, 22.11, and 22.12 shall notify the absence reporting system no later than 7:30 a.m. on the first day of leave or as soon as the need for leave is known by the employee. The notification shall include the type of leave being taken and the probable duration of the leave.

22.17 ABUSE OF LEAVE. YCOE may request verification of reasons for any absence if there is reason to believe there has been abuse of leave. YCOE shall specify to the unit member the reason for questioning of the use of leave.

ARTICLE 23. EFFECTS OF LAYOFF

23.1 LAY-OFF PROCEDURE. When the YCOE proceeds with a layoff and/or reemployment in accordance with the statutory requirements or Education Code § 44955, et seq., the below provisions shall apply.

23.1.1 **Notice to the Association.** Within seven (7) calendar days of the YCOE adoption of the required Resolution the YCOE shall notify the Association in writing of this action.

23.1.2 Upon written request from the Association, the YCOE shall provide the Association, as soon as it is available, with a list of the positions to be eliminated.

23.2 ENTITLEMENT OF LEAVE AND FRINGE BENEFITS

23.2.1 Each noticed unit member who has utilized his/her allowable Personal Necessity Leave may apply to the Superintendent for up to two (2) additional days of paid leave, to be deducted from sick leave, for securing other employment.

23.2.1.1 The request for additional leave must include a statement of need regarding the time and date of the leave.

23.2.2 A laid-off unit member shall be entitled to district-paid fringe benefits through September following his/her layoff.

23.3 REASSIGNMENTS RESULTING FROM LAY-OFF. Transfers and reassignments, due to effects of layoff, shall be pursuant to Article 9 of the Agreement.

23.4 RE-EMPLOYMENT RIGHTS FOLLOWING LAY-OFF. The YCOE shall periodically mail to the Association a list of existing vacancies for unit members with a list of the names of those people filling vacancies, and copies of notices sent to laid off unit members.

23.4.1 Criteria for determining the order of layoff and reemployment of unit members having the same seniority date shall include:

- 23.4.1.1 area of credential
- 23.4.1.2 flexibility for staffing because of multiple credentials
- 23.4.1.3 major and minor fields of study
- 23.4.1.4 experience in subject area of credential
- 23.4.1.5 excellence of evaluation
- 23.4.1.6 affirmative action
- 23.4.1.7 extra-duty capability

23.4.2 The YCOE shall place returning unit members in comparable positions held at the time of layoff.

- 23.5 SUBSTITUTE SERVICE.** If, in any school year, the laid-off unit member serves as a substitute in any position requiring certification for any twenty-one (21) school days or more, within a period of sixty (60) school days, the compensation such employee received for substitute service in that sixty (60) day period, including his/her twenty (20) days of substitute service, shall not be less than the amount he/she would receive if he/she were being reappointed. The YCOE may not terminate such an employee to avoid paying the regular rate of pay.
- 23.6 STATUTORY GUARANTEES.** Nothing above shall preclude the YCOE's moving according to statutory time lines for layoff and shall satisfy the YCOE's obligation to bargain this topic during the term of this Agreement.

ARTICLE 24. MISCELLANEOUS PROVISIONS

- 24.1 INDIVIDUAL CONTRACTS.** Any individual contract between the YCOE and an individual unit member executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 24.2 COPIES OF AGREEMENT.** Within sixty (60) calendar days after Agreement by both parties herein the employer shall have an electronic copy prepared and delivered to the Association for distribution to each member of the Yolo Education Association.
- 24.3 ARBITRARY APPLICATION PROHIBITED.** The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 24.4 UNIT MEMBER RESIGNATIONS.** A unit member's notification to the YCOE that he/she intends to resign shall remain revocable until such time as the YCOE officially notifies the unit member that his/her resignation is accepted.
- 24.5 COMMITTEE FOR SPECILIZED HEALTH PROCEDURES.** A committee shall be established to deal with issues of specialized health procedures and levels of training. Members of the committee shall be one administrator, one teacher and one nurse. The teacher and the nurse to be selected by YEA.

ARTICLE 25. SAVINGS

25.1 SEVERABILITY AGREEMENT. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 26. SUPPORT OF AGREEMENT

- 26.1 STRIKES PROHIBITED.** It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the YCOE by the Association, its officers, agents, or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 26.2 RESPONSE TO VIOLATIONS OF 26.1.** The Association and the YCOE recognize the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all unit members to do so.
- 26.2.1 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the YCOE.
- 26.2.2 It is understood that in the event this Article is violated the YCOE shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in YCOE policy from any unit member and/or the Association.
- 26.2.3 It is further understood that compliance with this Article does not preclude the right of any unit member to file a grievance.
- 26.2.4 It is understood and agreed that any unit member and/or the Association shall not be bound by the express conditions of this Article in the event the YCOE fails to abide by or implement a final and binding arbitration's award.

ARTICLE 27. TERM OF AGREEMENT

- 27.1 EXPIRATION OF AGREEMENT.** The term of this agreement shall be for three years, from July 1, 2022 through June 30, 2025.
- 27.2 REOPENERS.** During each interim year of this Agreement each party may reopen negotiations on salary, health benefits, and two additional Articles.

ARTICLE 28. PARAEDUCATOR SUPPORT

28.1 PARAEDUCATORS. YEA and YCOE recognize the importance of cooperation and positive working relationships between teachers and paraeducators in the classroom setting.

28.1.1 If a new paraeducator is being hired, the unit member with whom the paraeducator will be working will be invited to participate on the interview panel. In the event the unit member is unavailable, an alternate unit member shall participate in their place.

28.2.1 If an existing paraeducator is granted a voluntary transfer or is involuntarily transferred, the unit member shall, upon request, be granted the opportunity to meet with the paraeducator with whom they will be working. The purpose of the meeting will be to discuss classroom procedures and student issues prior to starting work in the classroom. The site administrator shall have the opportunity to attend the meeting.

ARTICLE 29. DISCIPLINE

29.1 GENERAL.

- 29.1.1 A “work day” for the purpose of this Article is defined as any day when the YCOE Office is open.
- 29.1.2 The YCOE may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline for purposes of this article shall not include dismissal or suspension for more than fifteen (15) work days.
- 29.1.3 This Article shall not restrict the YCOE’s authority to pursue disciplinary action pursuant to the Education Code or reduce any of the statutory rights of probationary or permanent unit members relating to suspension of more than fifteen (15) work days or dismissal. Disciplinary action taken pursuant to the Education Code and/or this Article is not subject to the grievance process set forth in Article 7 of this Agreement except as stated below.
- 29.1.4 Bargaining unit members have the right to Association representation in all matters relating to unit member discipline.
- 29.1.5 The affected unit member may waive any of the review meetings by written notice to the appropriate administrator and/or the formal hearing by failing to file a request for hearing by the deadline.

29.2. PROGRESSIVE DISCIPLINE.

- 29.2.1 The following progressive discipline procedures will be applied except where the YCOE determines the serious nature of the offense requires the YCOE to bypass such steps to directly impose a written warning, written reprimand, or suspension without pay.
- 29.2.2 Verbal Counseling/Warning.

The YCOE shall first issue a verbal counseling/warning before imposing further discipline, except as stated in Section 29.2.1 above. Verbal counseling/warning may result in a post-conference summary memorandum which shall be placed in the evaluator’s site file.
- 29.2.3 Written Warning.

The YCOE may issue a written warning only if the unit member has been first given a verbal warning involving similar misconduct pursuant to Section 29.2.2 above, except as stated in Section 29.2.1 above. The written warning shall be placed in the evaluator’s site file.

29.2.4 Written Reprimand.

The YCOE may issue a written reprimand only if the unit member has been first given a verbal warning and written warning involving similar misconduct pursuant to Sections 29.2.2 and 29.2.3 above, except as stated in Section 29.2.1 above. The unit member shall have an opportunity to respond within ten (10) working days before the written reprimand is placed in the unit member's personnel file.

29.2.5 Suspension without Pay.

The YCOE may suspend a unit member without pay for up to fifteen (15) work days if the unit member has been first given a verbal warning, written warning, and written reprimand involving similar misconduct pursuant to Sections 29.2.2, 29.2.3, and 29.2.4 above, except as stated in Section 29.2.1 above. In all instances, however, the length of a suspension will relate to the severity of the action.

29.2.6 Grievability.

Sections 29.2.3 to 29.2.4 shall be grievable only to the extent that the steps of the progressive discipline process were appropriately adhered to.

29.3. NOTICE.

29.3.1 Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- 29.3.1.1 A statement of the specific acts or omissions upon which the action is based.
- 29.3.1.2 A statement of the cause(s) for which action is recommended.
- 29.3.1.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated.
- 29.3.1.4 Penalty proposed and effective date.
- 29.3.1.5 Copies of the documentary evidence upon which the recommendation is based.
- 29.3.1.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to Article 29.5.1 below.

29.4 ADMINISTRATIVE LEAVE.

In the event a unit member is placed on administrative leave without advance notice, a notice stating the reasons upon which the administrative leave is based will be sent by the YCOE to the unit member by certified mail addressed to the unit member's last known address, within five (5) work days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

29.5 APPEAL.

29.5.1 Only suspensions without pay may be appealed by filing a written appeal to the Superintendent within seven (7) calendar days after service of the written Notice of Suspension. Upon receipt of the appeal, the Superintendent shall contact the California Office of Administrative Hearings to schedule a hearing by an Administrative Law Judge. The appeal shall not be subject to the grievance

procedure.

- 29.5.2 If no hearing is requested by the deadline, the Superintendent may implement the Notice of Suspension.

29.6 HEARING PROCEDURE.

The appeal and hearing procedures are:

- 29.6.1 The unit member and the Association shall receive written notice of the hearing date at least ten (10) work days prior to the date of the hearing.
- 29.6.2 The unit member shall have the right to be represented at the hearing by the Association or another representative (who may be an attorney).
- 29.6.3 The Administrative Law Judge shall hold, conduct, and complete the hearing within forty-five (45) calendar days of receipt of the appeal filed by the Superintendent except by mutual agreement of the YCOE and the Association. The hearing shall not be conducted subject to the Administrative Procedures Act (Govt. Code sections 11500, *et seq.*) or technical rules of evidence. Any relevant evidence may be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient alone to support a finding unless it would be admissible over objection in a civil action.
- 29.6.4 The Administrative Law Judge may also consider a claim that immediate imposition of the suspension was not justified.
- 29.6.5 Each party shall have the opportunity to present witnesses and documentary evidence and to cross-examine witnesses presented by the other party. Each party may present closing argument or submit written briefs at the discretion of the Administrative Law Judge.
- 29.6.6 The burden shall be on YCOE to demonstrate that the discipline is based on just cause.
- 29.6.7 The Administrative Law Judge shall issue a proposed written decision which shall include findings of fact, conclusions and a determination of the appropriate penalty. The Superintendent may adopt or reject the proposed decision or remand the matter for further hearing. The Superintendent's decision shall be final and implemented immediately.
- 29.6.8 The cost of the Administrative Law Judge and court reporter, if any, shall be borne by YCOE. Any additional costs of the Association's or employee's participation shall be borne by the Association, including any costs for a transcript of the proceeding.

29.7 CONFIDENTIALITY.

All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

ARTICLE 30. CATASTROPHIC LEAVE

30.1 DEFINITIONS

For the purposes of this section the following terms are defined as follows:

- 30.1.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.
- 30.1.2 “Eligible leave credits” means sick leave accrued to the donating employee.
- 30.1.3 “Employee’s family” means the employee’s spouse, children, parents, or any relative of either spouse living in the employee’s home.

30.2 CREATION

The Association and the YCOE agree to create a Catastrophic Leave Bank in accordance with Education Code § 44043.5.

The Catastrophic Leave Committee shall be comprised of the Human Resources Director, the Association President or designee and a YCOE administrator.

Participation as a donor is voluntary and confidential. To ensure that unit members retain sufficient accrued sick leave to meet their own needs, unit members donating to the leave bank must maintain a minimum of 49 hours of accumulated sick leave.

Donations of sick leave shall be at a minimum of eight (8) hours and in one hour increments thereafter, not to exceed 24 hours per request. All transfers of eligible leave credits are irrevocable.

30.3 ELIGIBILITY AND USE

A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits by submitting a request to the Human Resources Director. In making such a request, the unit member or designee of the unit member shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

Upon determination by the Catastrophic Leave Committee that the unit member’s request for Catastrophic Leave has been approved, the Human Resources Director shall send a notice to the Association President confirming the approval. The Association President shall make a request for donations from the unit members. Unit members may donate accrued sick leave credit to the requesting unit member by submitting the appropriate form to the Human Resources Director.

Leave Bank days may not be used for any mental stress related illness or for coverage of any absences for which the unit member has applied for Workers’ Compensation.

The unit member who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible unit member who requests and qualifies for catastrophic leave.

30.4 This section will not be subject to Article 7 Grievance Process.

ARTICLE 31. CHILD BONDING LEAVE BANK

31.1 DEFINITIONS

For the purposes of this section the following terms are defined as follows:

- 31.1.1 “Child Bonding Leave” means leave used by the employee to bond with the employee’s child immediately after birth, adoption, or placement of a foster child with the employee.
- 31.1.2 “Eligible leave credits” means sick leave accrued to the donating employee.

31.2 CREATION

The Association and the YCOE agree to create a Child Bonding Leave Bank.

The Child Bonding Leave Committee shall be comprised of the Human Resources Director, the Association President or designee and a YCOE administrator.

Participation as a donor is voluntary and confidential. To ensure that unit members retain sufficient accrued sick leave to meet their own needs, unit members donating to the leave bank must maintain a minimum of 49 hours of accumulated sick leave.

Donations of sick leave shall be at a minimum of seven (7) hours and in one hour increments thereafter, not to exceed 21 hours per request. All transfers of eligible leave credits are irrevocable.

31.3 ELIGIBILITY AND USE

A unit member who is expecting the birth of a child, adopting a child, or accepting the placement of a foster child in the employee’s home, may request donations of accrued sick leave credits by submitting a request to the Human Resources Director. In making such a request, the unit member or designee of the unit member shall provide verification of the birth of the child, adoption of the child, or placement of the foster child with the employee. Verification shall be made by means of a letter or other document confirming birth of a child, adoption of a child, or placement of a foster child with the employee.

Upon determination by the Child Bonding Leave Committee that the unit member’s request for Child Bonding Leave has been approved, the Human Resources Director shall send a notice to the Association President confirming the approval. The Association President shall make a request for donations from the unit members. Unit members may donate accrued sick leave credit to the requesting unit member by submitting the appropriate form to the Human Resources Director.

Child Bonding Leave Bank days may not be used for any mental or physical related illness or for coverage of any absences for which the unit member has applied for Workers’ Compensation.

The unit member who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible unit member who requests and qualifies for child bonding leave.

31.4 This section will not be subject to Article 7 Grievance Process.

SIGNATURES

FOR THE SUPERINTENDENT:

FOR THE ASSOCIATION:

DATE: _____

DATE: _____