

TENTATIVE AGREEMENT

May 31, 2024

The Yolo County Office of Education ("YCOE") and the Yolo Education Association ("YEA") (YCOE and YEA collectively the "Parties") agree on May 31, 2024 to conclude negotiations for the 2024-2025 school year as follows.

(1) Salary and Benefits.

- 1) The salary schedule will be increased by 80% of the final funded COLA for the 2024-2025 school year, effective July 1, 2024; AND
- 2) \$25 increase to monthly employer contribution for health benefits (monthly from \$800 to \$825; annually from \$9,600 to \$9,900); AND
- 3) A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2023-2024 school year that continue their employment with YCOE throughout the 2024-2025 school year. The stipend shall be paid in two payments, the first in November 2024 and the second in May 2025. Employees must be in active status when payments are issued; AND
- 4) Increase the Staff Coordinator stipend from \$3,473 to \$4,500, effective July 1, 2024: AND
- 5) Add one (1) additional optional workday for the 2024-2025 school year only (from 182-183 or 192 to 193, as applicable), with training to focus on student engagement. Unit members will be paid via time sheet at the daily rate, as stated in Article 3.1.5 factoring in this additional day, as stated in the attached MOU; AND
- 6) Add a Step 26 under Column Class V on the Certificated Bargaining Unit salary schedule, at the rate of \$107,210.00 (Not including 80% of final funded COLA referenced in #1, above.

(2) Article 10 – Certificated Employee Evaluations. *The Parties agree to adopt the attached new evaluation forms for School Nurses, School Psychologists, Mental Health Therapists, and Speech Language Therapists, consistent with Article 10.3 below. The Parties also agree to revise Article 10.1.3 and 10.3.2 as provided below.*

10.1.3 Any evaluation forms used in conjunction with this Article shall be approved by the Association and Superintendent. Teacher evaluation forms shall be consistent with the California Standards for the Teaching Profession.

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~~ consistent with the process and timelines articulated in Article 10.1.

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.

(3) Article 19 – Salaries. *The Parties agree to revise Article 19.11 as follows:*

19.11 Payroll Errors ~~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.~~

Any payroll error resulting in underpayment for an employee in the bargaining unit, including incorrect salary placement, shall be corrected not later than three (3) working days after the payroll error is discovered. If the payroll error results in the unit member incurring bank late charges or fees, YCOE will reimburse the unit member up to \$50 for such bank late charges or fees, as determined and approved by YCOE. At the unit member's request, payroll may provide a written explanation to the bank to assist with reversing the late charges or fees.

Effective July 1, 2025, any payroll error resulting in overpayment for an employee in the bargaining unit shall be confirmed and corrected in accordance with Education Code section 44042.5, with the YCOE first providing notice of the overpayment and afford the employee an opportunity to meet to discuss repayment options.

(4) Article 22 – Leaves. *The Parties agree to revise Article 22 as follows:*

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 and then pursuant to subsection 22.1.6. 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.

22.3 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 as defined in 22.4.1 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 (including foster or adoptive), father (including foster or adoptive), step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, grandfather, grandmother, grandchild of the unit member or of the spouse of the unit member, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, step child, foster son, foster daughter, legal ward, person to whom the employee stands in loco parentis, brother or sister (including related by adoption or common legal parent) of the unit member or spouse, any relative living in the immediate household of the unit member, or any designated person related by blood or whose association with the unit member is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave. A unit member may designate only one such person as an "immediate family" member per 12-month period (rolling forward).

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.

(New) Article 22.18 - Reproductive Loss Leave

22.18.1 An eligible unit member may take up to five (5) days of reproductive loss leave following a reproductive loss event that would have made the unit member a parent if successful. A unit member must have been employed for at least thirty (30) days prior to the commencement of the leave to be eligible. The thirty (30) days need not be consecutive.

22.18.2A “reproductive loss event” is defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (i.e., an unsuccessful artificial insemination or embryo transfer).

22.18.2.1 A “failed adoption” includes the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

22.18.2.2.1A “failed surrogacy” includes both the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.

22.18.2.3 A “miscarriage” includes a miscarriage suffered by the employee or the employee’s spouse or registered domestic partner, or a miscarriage suffered by another individual if the unit member would have been a parent of a child born as a result of the pregnancy (e.g. a miscarriage suffered by a unit member’s surrogate).

22.18.2.4 Documentation confirming a unit member’s reproductive loss event will be kept confidential.

22.18.2.5 Days for reproductive loss leave may be taken nonconsecutively.

22.18.2.6 Such leave must be completed within three months of the reproductive loss event, or the final day of a reproductive loss event for a multiple-day event.

22.18.2.7 If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.

22.18.2.8 A unit member may use bereavement leave, accrued and available sick leave, personal leave, vacation or compensatory time off for reproductive loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.


22.18.2.9 The parties intend for this Section to be interpreted consistent with Government Code section 12945.6.

The Parties agree this Tentative Agreement is subject to ratification by the unit and approval of the Superintendent.

For YCOE


Cindy Nguyen
Interim Executive Director, Human Resources

For YEA


Cyndi Hale
President, YEA

MEMORANDUM OF UNDERSTANDING
Between
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
and the
YOLO EDUCATION ASSOCIATION

Regarding: Hiring Bonus 2024-2025

May 31, 2024

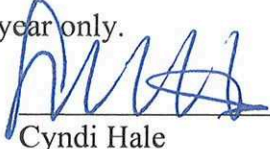
The Yolo County Superintendent of Schools (County Superintendent) and the Yolo Education Association (Association) recognize that, due to current labor market conditions, it is difficult for the County Superintendent to recruit and hire employees within the bargaining unit. Therefore, the County Superintendent and the Association agree as follows:

1. Current hard-to-fill positions are identified as Special Education job classifications.
2. The County Superintendent shall pay a one-time hiring bonus of \$10,000 to each full-time Speech and Language Specialist employee hired after the date of the signing of this MOU and employed for the duration of the current school year.
3. The County Superintendent shall pay a one-time hiring bonus of \$6,000 to each full-time Special Education employee in all other classifications hired after the date of the signing of this MOU and employed for the duration of the current school year.
4. Hiring bonus payments will be prorated based on FTE, not to exceed 1.0 FTE, and percentage of year served. The hiring bonus shall be paid in monthly installments beginning with the first pay warrant for the first month of employment.
5. Certificated staff receiving hiring bonuses and who are re-elected, shall not be eligible to transfer out of the job classification for three (3) years without County Superintendent approval.
6. Depending on changes in labor market conditions, the County Superintendent may eliminate any of the Special Education job classifications from hiring bonus eligibility or add new job classifications identified as hard-to-fill, upon thirty (30) days advance notice to the Association.
7. This MOU will be effective the 2024-2025 school year only.


Cindy Nguyen
Interim Executive Director, Human Resources
Yolo County Office of Education

Date

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Cyndi Hale
President
Yolo Education Association

Date

MEMORANDUM OF UNDERSTANDING

YOLO COUNTY OFFICE OF EDUCATION AND YOLO EDUCATION ASSOCIATION

Teacher Credentialing Intern Programs 2024-2025 and 2025-2026 School Years

May 31, 2024

The Yolo County Office of Education ("YCOE") and the Yolo Education Association ("YEA") enter into this Memorandum of Understanding ("MOU") for the 2024-2025 and 2025-2026 school years regarding Teacher Credentialing Intern Programs ("Programs" or "Program").

RECITALS

WHEREAS, there are Teacher Credentialing Intern Programs located in Yolo County and surrounding areas operated by regional consortiums and University partners which provide an alternative certification pathway for individuals interested in entering the teaching profession to address the teacher shortage in identified credential areas; and

WHEREAS, the Programs provide intern teacher candidates with Commission accredited Pre-service coursework, year-long coursework, resources, credentialing services, and technical assistance all aligned to the California Standards for the Teaching Profession (CSTP) and Teacher Performance Expectations (TPE); and

WHEREAS, the YCOE and YEA desire to enter into this MOU to memorialize their understanding regarding intern teacher candidates participating in such Programs during the 2024-2025 and 2025-2026 school years.

NOW THEREFORE, the parties agree to the terms set forth below:

1. Intern teachers ("Program Interns") participating in a Program approved by YCOE, and hired by YCOE during the 2024-2025 and 2025-2026 school years shall be members of the bargaining unit. Wages, benefits, hours, and other terms and conditions of employment covered by this MOU and the contract with YEA shall be provided to all Program Interns. Program Interns shall be placed on the Non-Credentialed Class 0 and appropriate Step of the certificated salary schedule when first hired, based on their years of experience throughout their employment with YCOE while participating in the Program.

2. YCOE agrees to pay the Program tuition costs up to a maximum of \$10,000 dollars per school year for the 2024-2025 and 2025-2026 school years (not to exceed a total of \$20,000) for Program Interns employed by YCOE for the 2024-2025 and 2025-2026 school years, that remain in good standing while enrolled in any YCOE approved Program. Tuition payments shall be made directly to the Program.

3. No Program Intern shall replace a currently employed bargaining unit member.

4. A Program Intern shall be classified as a probationary employee. Following completion of the Program, if he/she is reelected by the YCOE to serve in a position requiring certification qualifications for the next succeeding school year, he/she shall be classified as a second year probationary employee during that second year.

5. A Program Intern that completes the Program and at least one (1) complete school year and two (2) complete consecutive school years in a position requiring certification qualifications as a probationary employee shall be granted permanent status when he/she is reelected for the next succeeding school year to a position requiring certification qualifications.

The parties agree this MOU does not establish a precedent in such matters and may not be asserted by any party as a precedent.

AGREED:

Date Signed: 05/31/24



Cyndi Hale, President
Yolo Education Association

Date Signed: 5/31/24



Cindy Nguyen
Interim Executive Director Human Resources
Yolo County Office of Education

A. MEMORANDUM OF UNDERSTANDING

**YOLO COUNTY OFFICE OF EDUCATION
AND YOLO EDUCATION ASSOCIATION
RE ADDITIONAL PROFESSIONAL DEVELOPMENT DAY**

2024-2025 SCHOOL YEAR ONLY

May ³¹28, 2024

The Yolo County Office of Education ("YCOE") and the Yolo Education Association ("YEA") enter into this Memorandum of Understanding ("MOU") regarding the addition of one (1) professional development day to the 2024-2025 school year, only. The Parties agree as follows:

1. One (1) additional optional workday will be added for the 2024-2025 school year only (from 182 to 183 or 192 to 193, as applicable), with training to focus on student engagement.
2. Unit members will be paid via time sheet at the daily rate, as stated in Article 3.1.5 of the YCOE and YEA Agreement, factoring in this additional day.
3. This MOU is effective for the 2024-2025 school year only, unless extended by mutual agreement of the Parties.
4. The Parties agree that this MOU is not precedent setting and may not be asserted by any Party as establishing a precedent.

AGREED

For YCOE

For YEA


Cindy Nguyen
Interim Executive Director, Human Resources
Yolo County Office of Education


Cyndi Hale
President
Yolo Education Association

Date: 5/31/24

Date: 05/31/24