

A G R E E M E N T

Between

SHASTA COUNTY
SUPERINTENDENT OF SCHOOLS

And

CHILD DEVELOPMENT EDUCATORS
ASSOCIATION – SHASTA COUNTY

July 1, 2022 - June 30, 2025

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ARTICLE 1: AGREEMENT

- 1.1 This is an AGREEMENT, made and entered into this **28th day of February, 2023** by and between the SHASTA COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as Employer) and the CHILD DEVELOPMENT EDUCATORS ASSOCIATION (CDEA-SC) – SHASTA COUNTY (hereinafter referred to as Association), and supersedes and replaces all previous agreements between the parties.
- 1.2 The parties acknowledge the provisions of Chapter 10 (Sections 3540 et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

ARTICLE 2: NON-DISCRIMINATION

- 2.1 Employer and Association shall not unlawfully discriminate against any unit member or applicant for employment because of race including ethnic group identification), religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (40 years or older) or sex or sexual orientation. In addition, discrimination is prohibited based upon a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. Employer shall ensure that the evaluation and treatment of its unit member's and applicants for employment are free of such discrimination.

ARTICLE 3: RECOGNITION

- 3.1 The Employer confirms PERB unit modification order, Case Number S-UM-413 dated July 27, 1977 voluntary recognition of the Association as the exclusive representative of that unit of unit members consisting of all child development teachers. The unit excludes all other unit members such as management, supervisory, confidential, temporary, substitute, and classified unit members, as well as all other certificated unit members.
- 3.2 This Agreement applies only to unit members in the above representation unit.

ARTICLE 4: EMPLOYER RIGHTS

- 4.1 It is understood and agreed that the Employer retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further it is agreed by the

parties that Employer Rights include the following:

- A. The full and exclusive control of the management of the service.
 - B. The supervision of all operations, methods, processes and means of performing any and all work.
 - C. The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces.
 - D. The right to determine the work to be done by unit members.
 - E. The right to introduce new or improved operations, methods, means or facilities.
 - F. The right to establish budget procedures and financial allocations.
 - G. The right to hire, classify, schedule, promote, transfer, evaluate, lay off and increase work hours of unit members.
 - H. The right to suspend, discipline and discharge unit members.
 - I. The right to contract out work to be done or services to be rendered consistent with past practices.
 - J. The right to transfer work from one bargaining unit to another consistent with past practices.
 - K. The right to establish educational policies, goals and objectives.
 - L. The right to otherwise maintain an orderly, effective and efficient operation. The exercise of the foregoing rights by the Employer shall be consistent with law and the provisions of the Agreement.
- 4.2 The Employer's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement, and then to the extent such specific and express terms are in conformance with law.
- 4.3 It is also agreed and understood that grievances related to this Article, pursuant to Article 6, Grievance Procedure, are limited to whether or not the Employer acted appropriately.

ARTICLE 5: ASSOCIATION RIGHTS¹

- 5.1 This Article protects the Association rights under the Educational Employment Relations Act to Represent individual unit members with the Shasta County Office of Education (SCOE). Nothing in this Agreement shall be construed as a waiver of such rights.
- 5.2 The Association shall have the right to disseminate messages via the SCOE interoffice mail system and the designated Bargaining Unit “email” distribution group. All messages will be related to union businesses, will not contain political messages prohibited by Education Code section 7054, and will be professional in tone. Union-related emails will be sent to employees outside of their working hours by union officers/elected officials on approved union-related leave.
- 5.2.1 The Association shall have the right to post notices of activities and matters of Association concern on physical Association bulletin boards, at least one of which shall be provided in each building, upon request, in areas frequented by unit members. In addition, with completion of appropriate facility request forms and authorization, the Association, free of charge unless exceptional custodial or technology support are necessary, will have access to utilize SCOE facilities for other meetings and activities. Technology and media equipment will be available per facilities use agreements.
- 5.3 Dues and Service Fees Deductions
- 5.3.1 The Employer shall deduct, in accordance with the CDEA-SC dues, schedule, dues from the wages of all employees who are members of CDEA-SC. The employer shall refer all employee requests to change or revoke membership to CDEA-SC and shall rely on CDEA-SC’s direction regarding any changes or revocations to CDEA-SC membership.
- 5.3.2 The Employer shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen days or more after such submission.
- 5.3.3 Nothing contained herein shall prohibit a unit member from paying dues directly to CDEA-SC.
- 5.4 Access to Information
- New bargaining unit members information (as submitted by the Unit Member at hire to the Employer) shall be provided to the Association president no later than 30 days after

¹ Updated in Tentative Agreement September 2019

the date of hire:

- a. Name
- b. Home Address
- c. Phone Numbers - work, home and cellular
- d. Personal (non-SCOE if available email)
- e. School Site
- f. Date of Hire
- g. Seniority Date
- h. Full-Time Equivalent (FTE) Status
- i. Employment Status (i.e.. Probationary, Permanent, Temporary, etc.)
- j. Type of Credential and/or Permit

5.4.1 Quarterly, within the school year (3 times), the SCOE shall deliver to the Association President an updated list of all information required in 5.4. The Association may submit requests for additional information and the Employer will respond within the scope of the Public Records Act.

5.5 New Bargaining Unit Member Orientation and Onboarding

The SCOE shall provide email and calendar invite notification of the date, time and location of all bargaining unit member orientations and onboarding meetings no later than twenty-one (21) calendar days in advance of scheduled SCOE Group Orientations and five (5) calendar days in advance of new bargaining unit onboarding meetings that may occur throughout the year upon hire. In the event the SCOE is unable to comply with the stated advance notice, or the bargaining unit is unable to meet, the bargaining unit will connect with the new unit member within the first five working days of hire.

5.5.1 The Association shall be provided thirty (30) minutes of time to communicate with the bargaining unit members prior to all new hire onboarding meetings. The Association shall be provided up to 5 minutes to address new hires at the SCOE Group Orientation, upon request.

5.6 Grievance and Dispute Resolution

5.6.1 Neither the Association nor individual CDEA-SC unit members may file a grievance, regarding any administration of Article 5 Association Rights.

5.7 Association Leave

The Association is entitled to total maximum of ten (10) days or eighty (80) hours of paid leave during each school year to attend to Association business (ex.negotiations, monthly meetings, employee discipline, grievances), and includes time for one (1) bargaining unit member, selected by the Association, to participate in new bargaining unit member orientations and onboarding meetings if such orientation or onboarding

meetings are held during contractual work hours. Association leave is subject to the following conditions:

5.7.1 The unit member utilizing the leave must notify the unit members immediate supervisor at least two (2) working days in advance of the leave, whenever possible. Unit members will complete an Absence Affidavit form, indicating Association Leave and submit it to the immediate supervisor. In the event two (2) days advance notice is not provided, approval of such leave is contingent upon the employer securing an acceptable substitute unit member.

5.7.2 All such leave may be taken in two hourly increments.

5.8 Hold Harmless and Indemnity Provision

The SCOE shall rely on the Association's representations regarding identification of current Association members, the amount of dues and other deductions authorized by the member, and when Association membership begins/ends. The exchange of dues are between the unit member and the Association. The Association shall keep all records pertaining to such matters. The Association shall hold the SCOE harmless, and shall fully and promptly reimburse the SCOE for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought against the SCOE or any of its agents in connection with the administration or enforcement of membership dues and fees. Such reimbursement shall include, but not be limited to, court cost, litigation expense, and attorneys' fees incurred by the Superintendent.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1. Any grievance which may arise between a unit member or the Association and the Employer with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article.

6.2 Definition of Terms

6.2.1 Grievance: a claim alleging there has been a violation, misapplication or misinterpretation of this Agreement.

6.2.2 Workday: any calendar day, Monday through Friday,

6.2.3 Grievant: a unit member or members, or the Association making the claim.

6.3 Step One: Immediate Supervisor

Before filing a grievance, the unit member will attempt to resolve the claim through an informal conference with his/her immediate supervisor directly, with the option of a representative, or through a representative of his/her choice. The Grievant will have 10 workdays from the date of the action complained of, or the date when he/she became aware of the incident to report it. The immediate supervisor will answer within ten (10) workdays.

6.4 Step Two: Executive Director or Associate Superintendent

If a grievance is not resolved in the first step, the second step shall be taken within ten (10) workdays of the date of the answer in Step One. The second step shall be the presentation of the grievance in writing, by either the Grievant or the Grievant's representative to the Executive Director, or whomever is next level responder, or Associate Superintendent, who shall answer, in writing, within ten (10) work days. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated, and the specific remedy sought.

6.5 Step Three: Superintendent

If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by either the Grievant or the Grievant's representative to the Superintendent who shall answer in writing within ten (10) workdays. The third step shall be taken within ten (10) workdays of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the agreement alleged to be violated, and the specific remedy sought.

6.6 Step Four: Mediation

If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to mediation within ten (10) workdays of the answer in Step Three. Whenever a grievance is referred to mediation, either party shall request that the California State Mediation and Conciliation Service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until the Mediator has released the parties from the mediation process.

6.7 Step Five: Arbitration

(a) If a grievance is not resolved in the fourth step, the fifth step shall be referral by the

Association to arbitration within ten (10) workdays of the conclusion of the mediation process.

(b) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the Employer and the Association are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The Employer and the Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and the Arbitrator's compensation and expenses shall be borne equally by the Employer and the Association. The Employer and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At the Association's request, the Employer shall release a reasonable number of unit members from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.

(c) An Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the Employer, the Association and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.

- 6.8 Failure by the Grievant to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by written mutual agreement. Failure by the employer to meet any of the aforementioned time limits in answering a grievance will allow the Grievant to go forward with the grievance to the next step of the established grievance procedure.
- 6.9 Any unit member may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement and further provided that the Employer shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 6.10 A Grievant shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involves a lawful order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements, or directives, pending the final decision on the grievance.
- 6.11 All documents resulting from the processing of a grievance shall be filed in a separate grievance file and shall not be placed in any unit member's personnel file.
- 6.12 No reprisals of any kind will be taken by the Employer or by any member or representative of the administration against any grievant, any unit member, the

Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE 7: COMPENSATION²

- 7.1 Unit members covered by this Agreement shall be paid wages as provided in the Salary Schedule. The compensation package includes salaries (including step and column increase and salary-driven benefits, such as STRS, Workers Compensation, Medicare, etc.) and non-salary-driven benefits such as medical, dental, vision, and life insurance.
- 7.2 (a) For those unit members regularly scheduled (excluding voluntary extra duty assignments) to work one hundred and ninety (190) days but less than 260 days per year, regularly scheduled work hours plus scheduled holidays and allocated vacation time shall be combined for the purpose of estimating annual income which will then be paid to the unit member in twelve (12) equal monthly installments whenever possible.
- (b) For those unit members regularly scheduled (excluding voluntary extra duty assignments) to work less than one hundred ninety (190) days per year, regularly scheduled annual work hours shall be totaled for the purpose of estimating annual income which will then be divided into equal monthly installments whenever possible.
- 7.3 Whenever a unit member with prior Employer approval, performs duties in excess of the unit member's regularly scheduled work hours, such unit member shall be compensated therefore on the basis of one (1) hour of pay for each hour worked rounded to the nearest one quarter (1/4) hour.
- 7.4 All salary step and longevity increases will be effective on July 1 each year. Unit members hired prior to January 1 of any year will be placed on the next higher salary step on the following July 1. Unit members hired after January 1 of any year will remain on that step until the second July 1 following the date of employment. Time during which a unit member is absent without pay shall not accrue credit toward a unit member's next step increase.
- 7.4.1 Advancement in column placement, based on acquiring Associate in Arts (AA)/Associate in Science (AS) or Bachelor of Arts (BA) / Bachelor of Science (BS), or Child Development Permit, will be considered at anytime during the school year.
- 7.4.2 Payment will occur the month following submission of appropriate documentation to the Human Resource Services office.
- 7.4.3 All column E or Column I unit members shall advance over and down upon

² Updated in Tentative Agreement April 2022

attainment of a degree at such place they would have been had they already attained degree status.

- 7.5 Initial placement on the salary schedule shall be approved by the County Superintendent and prior appropriate experience shall be allowed.
- 7.6 (a) Each unit member who is regularly scheduled to work at least seven (7) or more hours per day for at least one hundred eighty five (185) days per year, shall be entitled to receive the following benefits paid by the Employer during the term of this Agreement.

1. Effective January 1, 2014, and annually thereafter, the employer will contribute a fixed dollar amount for unit members benefits plus \$500 will be redirected to each full-time unit member in an employer funded health reimbursement account or health savings account.

Effective July 1, 2023, the following tiered caps for unit members health benefits including medical, dental and vision is as follows:

Unit member Only	\$7,700 per year
Unit members Plus Children	\$11,000 per year
Unit member Plus Spouse	\$12,000 per year
Unit member Plus Family	\$17,000 per year ³

The balance shall be paid by the unit member by automatic payroll withholding.

2. The premium for the current term life insurance for each eligible unit member in the amount of fifteen thousand dollars (\$15,000) shall be paid by the employer.
3. Unit members may change the tier selected in accordance with the plan requirements, following a qualifying event or during an open enrollment each year.

The Employer may change insurance carriers or claims administrators for any or all of the above programs after consultation with the Association.

(b) Those unit members regularly scheduled to work at least four (4) hours per day shall be entitled to participate in any or all of the foregoing benefit plans with the Employer paying a prorated contribution toward each such plan, which has the same ratio to full premium payment as the unit member's work hours has to seven (7) or more hours per day. Unit members who are regularly scheduled to work less than four (4) hours per day shall not be eligible to participate in any benefit program, nor to have any contribution toward such plan by the Employer.

³ 7.6 1 - Revised effective date and increased amount - February 28, 2023

(c) Any unit member on an approved unpaid leave of absence may continue participation at the unit member's option and expense in any or all of the benefit programs set forth above during the period of such leave, subject to the approval of the insurance carrier. If a unit member elects to participate, premiums will be paid quarterly in advance.

- 7.7 Unit members retiring from fifty five (55) and until age sixty-five (65), and who are currently enrolled in the medical benefit plan, who retire by going directly from active employment with the Employer to retirement through the California State Teachers Retirement System, or the California Public Employee Retirement System are eligible to participate in the medical, dental and/or vision benefit plan set forth in 7.6(a) and (b) above, with the Employer contributing the following monthly amounts:

Minimum of five (5) consecutive years of service - \$300

Minimum of ten (10) consecutive years of service - \$450

Minimum of five (5) consecutive years of service - \$600

Employees retiring from age fifty-five (55) until age sixty-five (65) may apply the retiree benefit as stated above toward either the SCOE group medical, dental and/or vision health insurance plans provided to actively employed unit members or paid directly to a SCOE Health Reimbursement Account (HRA) for retirees.

- 7.8 The Employer agrees to implement the provisions of Section 44929 (Golden Handshake) of the Education Code of the State of California, providing all conditions contained therein are met.
- 7.9 Whenever the Employer requires a unit member to use the unit member's personal automobile in the performance of duties, the Employer shall reimburse the unit member at the rate established by the Internal Revenue Service for each mile the vehicle is used in the service of the Employer. In order to be reimbursed, the unit member must have advance approval of the supervisor. If a unit member requests to utilize their personal vehicle outside the county rather than a SCOE provided vehicle, and the request is approved by their supervisor, the reimbursement will be for mileage one-way only.
- 7.10 Effective July 1, 2004, after a unit member has completed ten (10) years of accumulated certificated permanent service with the Employer, the unit member's base salary shall be increased by three percent (3%). Such unit members salary shall be increased by an additional three percent (3%) after fourteen (14) years of accumulated service, an additional three percent (3%), after seventeen (17) years of accumulated service, and by an additional three percent (3%) after twenty (20) years of accumulated service. An additional three percent (3%) will be applied after twenty-three (23) years of accumulated service effective February 15, 1997; and after twenty-seven (27) years of accumulated service effective July 1, 1998.

- 7.11 For purposes of State Teachers Retirement System credit, six (6) hours per day shall be regarded as full time employment.
- 7.12 Resignations: A unit member may be released from contracted employment upon a written request from the unit member and approval of the Superintendent. At least an eight week notice is requested.
- 7.13 Class Size/Ratio: Class size and child to adult ratios will be consistent with the Department of Education, Department of Social Services, Title 5 and Title 22, whichever is more restrictive.
- 7.14 An annual stipend of \$800⁴ will be paid to CDEA staff who hold a valid California Site Supervisor Permit or higher. Stipend will be paid on a prorated monthly basis and will be granted at the beginning of the month following submission of proper verification to the Human Resources department.
- 7.15 Unit members who have a Master's Degree from an accredited institution shall receive an annual stipend of \$2,825. Unit members who obtain their degree via a SCOE funded program are not eligible for the degree stipend for up to 3 years or until SCOE education assistance is recovered on a prorata basis.⁵

ARTICLE 8: DAYS AND HOURS OF EMPLOYMENT

- 8.1 Effective October 1, 2000, all permitted unit members shall be regularly scheduled to work at least six hours per day.
- 8.2 All unit members shall be regularly scheduled to work at least one hundred eighty five days (185) days per year.
- 8.2.1 All unit members may be assigned by the administrator, up to 6 hours per month including but not limited to the following: attending trainings and staff meetings, completing required paperwork, attending parent meetings/IEP meetings, and/or providing coverage for another classroom not to exceed 3 hours per month (including travel time to the classroom). Advance notice of one week will be given for assignments that come up intermittently. An ECS Department calendar will be developed in advance of each quarter so that teachers will have advanced notice of regularly scheduled assignments.
- A. Unit members assigned to work 6 hours per day, but have students for part day may be assigned to these duties during their regularly scheduled 6 hour shift after their student day ends. With prior approval

⁴ Increased from \$650 to \$800 at completion of 2020-21 negotiations on 12.7.20

⁵ Addition at completion of 2020-21 negotiations on 12.7.20

of the supervisor, any time after their regularly scheduled 6 hour shift, unit members will be compensated at their regular hourly rate of pay.

- B. Unit members who are assigned to work 6 to 8 hours per day, but have students full day may be assigned to these duties after their shift and be paid at their hourly rate of pay. Anything above and beyond the extra six hours must be approved by their supervisor. With prior approval of the supervisor, a teacher who has a prior commitment during these hours may arrange a substitute to cover their classroom to enable them to fulfill these duties. Teachers are expected to attend one monthly staff meeting.

8.3 All time during which a unit member is directed and authorized by the immediate supervisor to be on duty and to perform services shall be considered as time worked.

8.3.1 Unit members with supervisor's approval may work flexible hours within a 40-hour work week.

8.4 Overtime is defined as time worked over 40 hours per week.

8.5 Whenever unit members are directed and authorized to work overtime, such unit members shall receive overtime compensation for actual time worked at a rate equivalent to one and one half (1 1/2) times the unit members regular rate of pay.

8.6 A ten (10) minute compensated rest period shall be provided to members of the unit for each consecutive four (4) hour period of service.

ARTICLE 9: LEAVE POLICIES

9.1 Unit members shall not be absent from school during their scheduled assignment or from a class without notifying and receiving permission from their immediate supervisor or authorized representative. If it is necessary for an unit member to leave the work site during work hours, permission must be received from the supervisor or authorized designee.

9.2 If a unit member needs to be absent from duty, notice must be given to the Employer, except in the event of an emergency. The Employer should be notified prior to the day of absence. It is the responsibility of the unit member to see that the class roll book, lesson plans and other pertinent material necessary to conduct the class are made available.

9.3 SICK LEAVE

9.3.1 Sick leave with pay shall be accumulated for each unit member at the rate of

forty six thousandths (.046) of an hour for each regular hour worked or on paid leave (accrual rate approximately one (1) day per month).

- 9.3.2 Sick leave shall be allowed for an absence due to: (a) the inability of a unit members to be present or perform the unit members duties because of personal illness, off duty injury, or confinement for medical treatment; (b) personal medical or dental appointments which are impracticable to schedule outside of the regular working hours.
- 9.3.3 Whenever sick leave abuse is suspected, management may require-satisfactory evidence of sickness or disability before payment for sick leave will be made.
- 9.3.4 Unit members returning to work from sick leave after surgery, a serious illness of greater than three (3) consecutive work days, or a contagious disease, upon request of the Employer, must provide a doctor's release certifying medical permission to return to work.
- 9.3.5 When a unit member uses all accrued sick leave and is absent from his/her duties on account of illness or accident for a period of five school months or less, the amount deducted from the salary due, for the time which the absence occurs, shall not exceed the sum paid a substitute employed to fill the position during the unit member's absence.
- 9.3.6 When a unit member's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 9.3.7 Unit members may accumulate sick leave without limitation.
- 9.3.8 State Preschool unit members who are assigned to an extended year position and who regularly earn sick leave as a CDEA-SC bargaining unit member are entitled to use up to two (2) days of accumulated sick leave during the extended school year assignment. Unit members may use sick leave only after they have worked at least one full day of the extended school year assignment.
- 9.3.9 **FAMILY CARE LEAVE**
In addition to other paid personal necessity leave of seven (7) days, a unit member may use, in any calendar year, up to but not exceeding one half of the unit member's annual entitlement to sick leave as described in Section 10.1.1 to attend to an immediate family member as identified in 9.11.2 Up to fifteen (15) additional days of accumulated accrued sick leave may be used for family care leave within a school year. All conditions and restrictions regarding the use of sick leave shall also apply to the use by a unit member of sick leave to attend to an illness of his or her child, parent or spouse. The provisions of this subsection do not extend the maximum period of leave to which the unit member is entitled

under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993 regardless of whether the unit member received sick leave compensation during that leave. (See Appendix)

9.4 PERSONAL NECESSITY LEAVE

9.4.1 Unit members may use a maximum of seven (7) days of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:

- A. Death of a member of the immediate family when additional leave is required beyond that provided under bereavement leave.
- B. Accident or illness involving the person or property of the unit member, or the person or property of a member of the immediate family.
- C. Illness, preventive care, or other need of a member of the unit member's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)
- D. Appearance in any court as a litigant, or as a witness under subpoena, excluding jury duty. Required court appearances related to employment shall be compensated therefore, and not require the use of personal necessity leave.
- E. Serious circumstances which in the opinion of the Superintendent cannot reasonably be disregarded and which require the immediate and personal attention of the unit member during assigned hours of service, such as fire, flood, or other immediate danger to the home of the unit member.
- F. Death of a close personal friend.
- G. The day of birth or the take home day of a unit member's newly born or adopted child.
- H. On July 1, each year, each unit member who has been employed for the full previous fiscal year and has used three (3) days or less of paid sick leave during the fiscal year may use one (1) day of personal necessity leave at the unit members discretion.
- I. Effective July 1, 2004, two "No Tell" days (non-accrual) for State Preschool Teachers with prior supervisor approval.
- J. Unit members may use vacation leave, personal necessity leave or unpaid leave for the purpose of attending Child Related Activities as

specified in SP 4161.2 provided they have requested this time off in advance.

9.4.2 All requests for personal necessity leave shall be in writing and presented to the immediate supervisor as far in advance as possible. Such requests shall state the period of time to be absent, and the steps taken to insure an adequate instructional program by the substitute employee.

9.4.3 "Member of the Immediate Family" shall be defined in the Bereavement Leave provision of this Agreement.

9.4.4 Other Personal Necessity Leaves as defined in SP 4161.2.

9.5 HOLIDAYS

9.5.1 Unit members who are regularly scheduled (excluding voluntary extra duty assignments) to work at least one hundred ninety (190) days per year shall be entitled to have 14 holidays off with pay as established in annual calendars and in accordance with mandated holidays or those dates as approved by the Board of Education.

9.5.2 Unit members in a non pay status on both work days immediately adjacent to the holiday shall not receive pay for the holiday.

9.6 VACATION

9.6.1 Unit members who are regularly scheduled (excluding voluntary extra duty assignments) to work one hundred and ninety (190) or more days per year shall accrue vacation with pay as follows:

- A. At the rate of thirty nine thousandths (.039) of an hour for each regular hour worked on paid leave from the date of employment to the third anniversary date. (Accrual rate approximately two (2) weeks per year for unit members regularly scheduled to work an average of two hundred sixty one (261) days per year.)
- B. At the rate of fifty eight thousandths (.058) of an hour for each regular hour worked or on paid leave from the third anniversary date to the tenth anniversary date. (Accrual rate approximately three (3) weeks per year for the unit members regularly scheduled to an average of two hundred sixty one (261) days per year.)
- C. At the rate of seventy seven thousandths (.077) of an hour for each regular hour worked or on paid leave from and after the tenth anniversary date. (Accrual rate approximately four (4) weeks per year

for the unit members regularly scheduled to an average of two hundred sixty one (261) days per year.)

- 9.6.2 Unit members shall not be entitled to take vacation off with pay until the completion of six (6) months of service with the Employer.
- 9.6.3 Unit members whose service is terminated for any reason shall at the time of termination receive pay for any unused vacation accrual previously earned, providing such unit member has completed at least six (6) months of service with the Employer.
- 9.6.4 If a holiday which a unit member is entitled to have off with pay occurs on a work day during the unit member's vacation period, such unit member will be entitled to an additional day of vacation and will be compensated for the same.
- 9.6.5 Vacations may be scheduled at any time during the year as determined by the unit members supervisor.

9.7 INDUSTRIAL DISABILITY AND ILLNESS LEAVES

- 9.7.1 Unit members shall be eligible for leave of absence with pay because of work related disability or illness which the Employer's workers' compensation claims administrator considers a valid claim.
- 9.7.2 Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence.
- 9.7.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the unit member for the same illness or injury.
- 9.7.4 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of no more than their full salaries.
- 9.7.5 Leave of absence applied for under this provision shall be reduced hour for hour for each day of authorized absence, regardless of a temporary disability indemnity award to the unit members.
- 9.7.6 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If a unit member is receiving a

temporary disability indemnity, the unit member shall be entitled to utilize only so much of the unit member's sick leave and vacation leave, which, when added to temporary disability indemnity, will result in a payment to the employee unit member of no more than a full day's wage. The Employer in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

9.7.7 The Employer may require a written statement from a physician verifying a unit member's need to be absent under this leave as well as the unit member's ability to return to work.

9.8 PREGNANCY DISABILITY LEAVE (see APPENDIX)

9.9 PARENTAL LEAVE

Credentialed unit members who have been employed by SCOE for a minimum of 12 months are provided an additional differential pay benefit for up to 12 work weeks if the unit member is absent on account of parental leave. Education Code 44977.5 provides that the 12 work week period shall be reduced by a period of sick leave, including accumulated sick leave, during the period of maternity or paternity leave. A unit member must first exhaust all available sick leave, during the period of maternity or paternity leave. A unit member must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

While out on parental leave, a unit member is entitled to receive any applicable health benefits the unit member was receiving immediately before the commencement of the leave. The unit member is still required to pay their regular contribution while on parental leave.

9.9.1 Requests for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child and as far in advance as possible in the case of an adoption.

9.9.2 Unit members who are absent without pay for 75% of their regularly scheduled work days would not be advanced on the salary schedule upon return to work.

9.9.3 If the Parental Leave is 12 weeks or less, and the position the unit member held at the time of his/her leave still exists when the unit member returns to work, the unit member shall have the right to return to the position should they so choose. Also, the employer may fill the position with a substitute for a period of up to 12 weeks while the unit member is on Parental Leave.

9.10 LEAVE OF ABSENCE WITHOUT PAY

9.10.1 Leave of absence without pay may be granted at the discretion of the Superintendent for up to one (1) year, providing satisfactory arrangements can be made to perform the unit members duties without undue interference with the normal routine of work. All applications for leave of absence shall be presented in writing, except when the unit member is unable to do so. The conditions under which an unit member will be restored to employment on the termination of leave of absence shall be clearly established by the employer in conjunction with the granting of a leave of absence. Upon a unit member's return to work after a leave of absence, the unit member will be reinstated to the former position, number of hours, and working conditions, providing that the unit member is capable of performing such duties of the former position, except, however, if there has been a reduction of forces or the position has been eliminated during such leave, the unit member will be returned to the position the unit member would be in had there not been a leave of absence.

9.10.2 Unit members who are absent without pay for 75% of their regularly scheduled work days would not be advanced on the salary schedule upon return to work.

9.10.3 If a unit member fails to return immediately on the expiration of a leave of absence, the unit member will thereby forfeit the leave of absence and terminate employment with the Employer.

9.10.4 Unit members on a leave of absence without pay may, at their option and expense, maintain any or all of the benefit programs set forth in section 7.6(c), providing the applicable insurance carrier approves, and further provided that the unit member pays the full premium quarterly in advance to the Employer.

9.11 BEREAVEMENT LEAVE

9.11.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of his/her immediate family.

9.11.2 Member of the "immediate family" is defined as the mother, mother-in-law, father, father-in-law, step parent, guardian, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son in law, daughter, daughter in law, brother or sister of the unit member, brother-in-law, sister-in-law or any relative living in the immediate household of the unit member.

9.12 JURY DUTY

9.12.1 Unit members are entitled to leave with pay to serve on a jury.

9.12.2 When a unit member is granted leave for jury duty, the unit member is not eligible for jury duty pay.

9.12.3 Whenever any unit member is released from jury duty early enough to arrive at the unit member's work location for at least one half of the work day, the unit member shall return to duty.

9.13 FAMILY CARE AND MEDICAL LEAVE

PLEASE SEE APPENDIX FOR GUIDELINES REGARDING FAMILY CARE AND MEDICAL LEAVE.

9.14 PAID WORK RELATED CONFERENCE LEAVE

Ten (10) workdays per school year shall be available for paid work related conference leave for unit members, subject to the following conditions:

- A. Requests for such leave shall be submitted by the unit member to the unit member's immediate supervisor who shall transmit such request to the appropriate management unit members for recommendation or determination.
- B. Such leaves shall be granted consistent with the financial constraints of the County Office, as determined by the Superintendent.

ARTICLE 10: TRANSFER / REASSIGNMENT

10.1 The Employer reserves its right and authority to transfer or reassign employees on a voluntary or involuntary basis, as necessary in order to best meet the needs of the Employer as long as the Employer follows the procedures and criteria outlined below.

10.2 Definitions:

- (a) Voluntary Transfer: Employee-initiated request to transfer to a vacant position.
- (b) Involuntary Transfer – Administration-initiated assignment of a unit member from one site to another.
- (c) Vacancy – A newly created position within the unit or an existing position within the unit created by transfer, resignation, retirement, termination or death, which the Employer determines needs to be filled.
- (d) Reassignment - The movement of a unit member from one position to another position at the same work site. Reassignment may be voluntary or involuntary.

(e) Assignment – The position that a unit member holds and retains unless transferred or reassigned, in accordance with the procedures set forth in this article.

(f) Relocation - The movement of a class from one site to another site.

10.3 CLASS RELOCATION

If a particular class is to be relocated, the unit member(s) in that class shall be transferred to the new site if the unit member is properly permitted for the assignment, or accorded first priority for filling any other new or vacant teaching positions (with the same hours), at the time the unit member is displaced, according to program need.

10.4 VOLUNTARY TRANSFER

- A. Unit members who have an interest in a voluntary transfer shall submit a Request for Voluntary Transfer Form (“Form”) to the HR office by June 30th for consideration in the subsequent school year. Forms will be effective for one school year and shall only be valid for vacancies of the same hours as the unit member’s current assignment. Should the unit member wish to update their form, they may do so at any time. Forms on file will be considered when a position needs to be filled.
- B. Once a vacancy becomes available, priority consideration shall be given to unit members according to the positions of interest listed in the unit member’s Form on file and according to the following criteria:
 - a. Permits held
 - b. Years of relevant work experience
 - c. Desired skills for the position
 - d. Preparation and training relative to the position requirements
 - e. Specific Program and/or organizational needs
 - f. Rationale for the transfer request from the unit member
- C. If two (2) or more unit members with valid forms on file for a particular vacancy, all things being substantially equal in the criteria listed in 10.4.B, the unit member with the greatest seniority shall receive priority consideration over all other applicants.
- D. If a unit member’s request for voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the management-level supervisor who denied the transfer to discuss the reasons why the transfer was not granted based on the criteria in 10.4(B). The unit member will have the option of having a representative present at this meeting. Following the meeting and upon written request by that unit member, the unit member will receive in writing the reason for the denial within three (3) working days.

10.5 Involuntary Transfer/Reassignments

- A. Involuntary Transfer/Reassignments shall be made based on the needs of the Employer and shall not be punitive or disciplinary in nature.
- B. The involuntary transfer shall be made on the basis of program needs and qualifications (relevant work experience and applicable permits).
- C. The involuntary transfer/reassignment shall not result in a change in seniority, fringe benefits, or hours for the unit member.
- D. Involuntary transfers/reassignments may be made for, but are not limited to, the following reasons:
 - a. Changes in class size
 - b. Reduction or elimination of programs
 - c. Budget reductions
 - d. Changes in class locations
 - e. Changes in state regulations
 - f. Unit member qualifications (experience and permits)
 - g. Specific program and/or organizational needs
- E. A unit member who does not request a transfer may not be transferred until given an opportunity for personal conversation with the management-level supervisor to discuss the reasons for the transfer, which shall be put in writing at the request of the unit member. The unit member must request and be available to have the conversation within three (3) business days of the involuntary transfer notification or waives the right to the personal conversation. Unit members will have the option of having a representative present at this meeting. Following the conversation, and upon written request, the unit member will receive in writing, reasons for the denial within three (3) business days.
- F. Involuntary transfers/reassignment may be either temporary or permanent.

10.6 Vacancy Notification

- A. The Employer or designee will send email notification of position vacancies via work email to all unit members for positions not filled through the voluntary or involuntary transfer process. If a vacancy is not filled through the voluntary transfer process in 10.4, unit members without a current form on file (or whose form isn't updated to include the particular vacancy) may submit an application for consideration along with external applicants.

Unit members seeking a position with different hours must apply in the same manner as external applicants.

- B. From August 1 through the end of the regular work year, unfilled vacancies will be posted for at least 5 working days.
- C. Outside the regular work year, unfilled vacancies will be posted for at least seven (7) calendar days, and a notification of position vacancies will be sent to unit members via work email, as in 10.6.A.

10.7 RELEASE TIME

Unit members who are transferred or reassigned shall be allowed up to two (2) days if necessary of paid release time for preparation prior to the effective date of transfer. Materials and supplies provided by the Employer are classroom specific and shall not be taken to the new site. Materials acquired through specific trainings may follow the unit member who participated in the training, in coordination with the supervisor. The Employer shall provide assistance in moving these training materials to the new site.

ARTICLE 11: UNIT MEMBER EVALUATION PROCEDURE⁶

11.1 The Employer retains responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance filed pursuant to Article 6, Grievance Procedure, arising under this Article shall challenge the content of the evaluation. Any grievances shall be limited to a claim that the following procedures have been violated.

11.1.1 First and second year unit members will be evaluated at least once each year during the 24-month probationary period. After two (2) years of service unit members may be evaluated annually and at least once every two (2) years. The evaluator shall be the Management Level Supervisor, and shall not be a unit member.

11.1.2 Goal Development

Each unit member to be evaluated during the year shall utilize the following steps to develop a professional development plan.

By May 15, or within 60 days of employment, unit members will meet with the evaluator to develop goals.

Unit members will be trained in any assessments applicable to program quality and performance or measures required by the state.

As available, performance data from the current year's competencies, assessments and observations (eg., ECERS, CLASS) will be used in

⁶ Updated in Tentative Agreement April 2022

establishing two of the unit member's goals. In addition, the unit member may create up to two self-selected goals to be submitted on the Goal Setting Form. No later than October 15, unit members to be evaluated will meet with the evaluator to review the unit member's goals.

11.1.3 Formal Observations

(a)The formal classroom observation shall be conducted openly by the evaluator, arranged by the evaluator and unit member at least 2 days in advance of the observation and shall last at least 30 minutes. The evaluator shall prepare an observation record and provide a copy to the unit member. The observation record will include references to performance levels in the established standards. Either the evaluator or unit member may request a meeting concerning the observation, and the unit member or employer may request additional observations. All classroom observations shall be concluded no later than April 30.

(b)All unit members who received an unsatisfactory evaluation the prior school year will be on an improvement plan as outlined in the Initial Goals Form and evaluation documents. Interim written observation summaries shall include specific recommendations for improvement in any previously cited performance deficiencies which have not been corrected.

Final Evaluation

(a)By May 1, the evaluator shall complete a final written evaluation for all unit members being evaluated during the year. The final written evaluation shall include an assessment of the unit member's performance standards and ratings of goals as established on the Goals FORM. The evaluator shall meet with each such unit member to discuss the evaluation, and shall provide a copy to the unit member.

(b)Final performance evaluation may include or reference previous performance and additional data (including electronic records) such as attendance, evidence of professional growth, observations, lesson plans, portfolios, and applicable assessments.

(c)Within ten (10) school days following the above final evaluation conference, the unit member may attach to the evaluation any statement the unit member wishes to become a permanent part of the personnel file.

11.1.4 No negative performance evaluation shall be based upon any written material of a derogatory nature received by the evaluator from a citizen or a parent unless the unit member has first been given an opportunity to discuss the matter with the evaluator. Within ten (10) calendar days of notice, the unit members shall have the right to have written comments attached to such derogatory material prior to its being placed in the personnel file.

11.2 ALTERNATIVE EVALUATION FOR UNIT MEMBERS

11.2.1 Unit members may be evaluated under this section by mutual agreement with the supervisor and the unit member.

11.2.2 To promote openness and encourage creative approaches, it is agreed that a unit member evaluated under this section shall receive a satisfactory rating.

11.2.3 By October 15th, the unit member and the evaluator shall agree to a written evaluation plan. The parties recognize that an alternative evaluation plan is intended to be a collaborative undertaking between the unit member and the supervisor. Input from the district site administrator may be included in this process. It is not the intention of the parties to restrict innovation and creativity; therefore, the following options are only examples (details of evaluation options will be provided to unit members):

1. Visitation/Co-Visitation: Visitation may include observation of other teachers' classroom approaches, techniques, training, and/or in-service activity in or out of the District. Purpose is feedback to unit members.
2. Peer Observation/Coaching of the Unit Member: All communication regarding the actual observation/coaching, including the results thereof shall be exclusively between the peers.
3. Feedback/Survey: The design of any instrument or survey related to education issues shall be agreed to by the unit member and supervisor.
4. Analyze Student Work Over Specified Time: The purpose of the analysis shall be discussed by the unit member and the supervisor.
5. Other plans as agreed to between the supervisor and the unit member.

11.2.4 No later than May 1, the unit member and the supervisor shall meet to review the year's evaluation activities. No written record of the meeting shall be made.

11.3 UNIT MEMBER PERSONNEL FILE

11.3.1 A unit member may inspect material in their own personnel file which may serve as a basis for affecting the unit members status of employment, except materials which:

1. were obtained prior to employment;
2. were prepared by identifiable examination committee members; or
3. were obtained in connection with a promotional examination.

11.3.2 A unit member may inspect materials in their own personnel file, with the exception of the above specified items, during the normal business hours of the Employer's Office, at times other than when the unit member is required to render service. Such inspection shall take place under the supervision of

Management. Reasonable copies of materials may be requested and given to unit members within 3 business days.

11.3.3 No derogatory material, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon. The review and comment upon materials of an derogatory nature shall take place during the normal business hours of the Employer's Office and at a time when the unit member can be released from duty, as determined by the Employer. The unit members shall submit a request in advance to the unit members supervisor to leave the normal place of work during assigned duty times for such review and comment. Written comments from the unit member regarding derogatory materials are to be submitted for inclusion in the personnel file within fifteen (15) working days of the initial notice to the unit member.

11.3.4 All material placed in a unit members personnel file shall be dated and signed by the contributor.

11.3.5 Upon the written request of a unit member, disciplinary documents unrelated to an ongoing problem, and more than four (4) years old, will be removed from the unit members personnel file with mutual agreement between the unit member and the employer. Such material may be removed before four (4) years at Supervisor's discretion.

ARTICLE 12: COMPLAINT PROCEDURE

A concern is informal and handled between parties in an effort to avoid a formal complaint. A complaint is considered to be formal and the following shall be used:

12.1 Any verbal concern may be reported to the unit member upon the discretion of the administrator receiving the concern; provided however, that if the verbal concern is reported to the unit member, then the following information shall be provided: the name of the party expressing the concern; the nature of the concern; the factual basis for the complaint including but not limited to who was involved, what occurred, where it occurred and when it occurred; and the names of any witnesses known at that time.

12.2 Complaints concerning unit members shall be brought to the attention of the unit member in a timely manner, by the complainant's or the unit member's immediate supervisor, depending upon the complainants initial reporting. Appropriate processing thereafter would be to the unit member's immediate supervisor, then to the unit member's division head, then to Human Resources. No provision of this article shall be construed to be a substitute for any other legal authority or jurisdiction. Time limits specified as a result of other legal authorities or jurisdictions are not subrogated by the

time limits contained in Article 12.3) This shall in no way preempt the unit member's right to file a grievance.

- 12.3 Any written complaint regarding the unit member shall be reported within fifteen (15) working days of the event or the reasonable knowledge of the event. This procedure applies only to written complaints. If a written complaint is reported to a supervisor after fifteen (15) work days of the event, or reasonable knowledge thereof, while the supervisor may discuss the matter with the unit member, there will be no explicit record of the issue giving rise to the event placed in the unit member's personnel file.
- 12.4 When an administrator receives a signed, written complaint regarding a unit member, the administrator shall inform the unit member of the written complaint and facilitate a meeting with the complainant and the unit member. The administrator receiving the written complaint shall also inform the unit member's immediate supervisor of the written complaint. If the unit member or complainant refuses to meet, the unit member's immediate supervisor shall discuss the complaint with the unit member and the complainant and take reasonable, appropriate action. The resolution of complaints shall be developed to improve unit member performance. If the complaint is not resolved at the meeting, if any, between the complainant and the unit member, then either the complainant or the unit member may request a meeting with the unit member's immediate supervisor, and if not resolved at that meeting, may request a meeting with the unit member's division head, and if not resolved at that meeting, may request a meeting with the Director of Human Resources and Superintendent who shall render a decision consistent with just cause regarding the complaint.
- 12.5 A copy of the complaint shall be provided to the unit member. A unit member may have representation from the Association at any point in the process.
- 12.6 Rumor or unsubstantiated information shall not be placed in a personnel file.

ARTICLE 13: LAYOFF, REDUCTION, AND REEMPLOYMENT PROCEDURE

- 13.1 In the event of any planned layoffs, reduction in hours or days, or reemployment of unit members, the following steps shall be taken:
 - A. The Employer shall notify the Association prior to the service of layoff notices to unit members.
 - B. The Employer shall provide the Association with a current seniority list of all unit members.

13.2 In the event that unit members are laid off, the Human Resources Office shall assist those unit members by:

- A. Notifying them of any job opportunities within the County Office for which they may qualify via the weekly open positions list sent by e-mail to all SCOE employees. This shall include the opportunity to apply for openings with the Employer which may require emergency or other appropriate credentials. Unit members would be required to participate in the Employer's interview and selection procedure, but would be given priority in terms of consideration for continued employment.
- B. If the unit member meets the qualifications for an emergency or other appropriate credential, the Employer will assist the unit member in filing the necessary application with the Commission on Teacher Credentialing.

13.3 A unit member who is laid off may use up to two (2) days of additional personal necessity leave for the purpose of participating in job interviews to secure other employment. Such leave shall be subject to the following provisions:

- A. The unit member shall notify their supervisor or designee at least twenty four (24) hours prior to the requested date of leave.
- B. The leave is contingent upon the unit member's supervisor or designee determining that the unit member can be released from duty.
- C. The unit member shall submit to the Human Resources Office documentation of the time, place, location, and nature of the employment interview.
- D. Upon the request of the unit member who is laid off, the unit member shall be entitled to continue participation in the health, dental, vision, and life insurance programs for a period of three months.
- E. For layoffs of unit members, a tie in seniority (based upon actual initial date of paid service) will be broken on the basis of greatest length of Shasta County Schools full time equivalent experience (excluding any service of less than .25 FTE during any school year and as a day to day substitute) as a permitted unit members since initial date of paid service. In the event that a tie in seniority still exists, the date of the written acceptance of employment as a permitted unit member shall be used to break a tie. In the event that a tie in seniority still exists, the greatest length of Shasta County Schools full time equivalent experience (excluding any service of less than .25 FTE during any school year and as a day to day substitute) as a permitted unit member prior to the most recent date of paid service shall be utilized to break the tie. Should a tie still exist, a drawing of lots by the involved participants shall be used to break the tie

in seniority.

- F. For purposes of this Article, seniority shall be considered as follows:

Hours: Unit members whose hours are reduced due to reduction in services (i.e., 8 hours/day to 6 hours/day), shall have rights to displace the least senior unit member in the same job classification with the same number of hours or less; choose to accept the reduction in hours; or choose to be laid off. In the event that there is no less senior unit member with the same number of hours, the unit members' hours will be reduced and the unit member will retain rights to an assignment with the same number of hours that were reduced for a period of 39 months.

8 HOUR EXAMPLES

A senior 8 hour unit member whose class is being closed would displace the least senior 8 hour teacher. The 8 hour teacher who was displaced would be reduced to 6 hours and displace the least senior 6 hour teacher.

A 6 hour teacher whose class is being closed would displace the least senior 6 hour teacher.

A unit member whose class is being closed could choose to resign from their 8 hour position and accept a 6 hour position and would displace the least senior 6 hour unit member. The unit member would lose rights back to an 8 hour position going forward.

An 8 hour mentor teacher whose position is being eliminated or reduced would displace the least senior mentor. If the senior mentor teacher previously held a 6 or 8 hour teaching position, the mentor teacher could choose to accept a layoff or displace the least senior teacher in the position for which they previously held unless they are lower on the seniority list than the least senior teacher for a position they have held.

Classroom assignments are still decided by management.

- G. It is agreed and understood that the above article fully and completely meets the obligation of the employer to meet and negotiate concerning the impact of layoffs or reduction of services of any unit members.

ARTICLE 14: UNIT MEMBER DISCIPLINE

- 14.1 The Employer reserves the right to take disciplinary action against any unit member for just cause.

The Employer shall first issue a verbal counseling warning before imposing further discipline unless the Employer determines the offense to be serious. Verbal counseling/warning will result in a written summary memorandum.

- 14.2 Prior to imposing disciplinary action more extensive than an informal written reprimand, the unit member shall be provided with a written notice of the proposed disciplinary action, the basis for the disciplinary action, copies of all documents or evidence supporting the proposed disciplinary action, and shall be advised of the right to a hearing if the proposed action is termination, the right to be represented and the right to present evidence concerning the proposed discipline.
- 14.3 Unit members may be terminated from employment in accordance with provisions of the California Education Code Section 44932.
- 14.4 Nothing in this Article shall be construed to limit the rights of the Employer as set forth in the California State Education Code and this agreement.

ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT

- 15.1 It is the responsibility of the management to ensure safe and appropriate working conditions for County Office personnel serving in Districts.
- 15.2 Consistent with provisions of the California Education code, the County Office shall confer and provide assistance and/or appropriate legal representation for any unit member assaulted by a student or a parent while in the lawful discharge of his/her duties. An assault shall be defined, as in the Penal Code, as an unlawful attempt, coupled with a present ability to commit a violent injury on the person of another.
- 15.3 If there is an immediate concern for the safety, well-being or the property of children, classroom staff, or unit members, the unit member will contact a supervisor immediately to make a verbal report. A formal report shall be made in writing and will be acknowledged by the supervisor or designee within 2 workdays. The supervisor or designee shall take responsive, reasonable, and appropriate action and shall so inform the unit member in writing as to the action that will be taken and when that action will take place.
- 15.4 In the case of assault or threat of an assault by someone other than a student, related to employment, should be promptly reported to the unit member's immediate supervisor or designee. The supervisor or designee, shall assist the unit member in reporting the incident as warranted to the appropriate law enforcement agency. The unit member then shall submit a complete written report of the incident to the supervisor or designee. The unit member shall be entitled to reasonable release time necessary to complete

such a report.

15.5 Behavioral Support Process for Students⁷

Unit members may request, verbally or in writing, a classroom support plan to be developed with the supervisor or a member of the ECS Education Leadership Team and classroom staff. The plan will address behavioral concerns or challenges and determine a timeframe for implementing recommendations. After this timeframe has passed, the supervisor or a member of the ECS Education Leadership Team and classroom staff will reflect and adjust the plan if necessary. A plan will be created in a reasonable, responsive timeframe and no later than 5 working days from the request.

15.6 Conflict Mediation

If a conflict arises between the unit member and a classroom parent/guardian or other SCOE staff member, the unit member shall report the conflict to the direct supervisor or designee. The direct supervisor or designee will determine if the conflict shall be deemed a uniform complaint, a complaint against an employee, or as a complaint against a disruptive parent. Resolution will be handled according to regulations based on the type of complaint. The supervisor or designee will communicate with both parties within 3-5 days to collaboratively develop a resolution.⁸

15.7 Person with Disruptive Conduct Protocol

- A. If a person comes into a classroom or onto school grounds and verbally threatens, curses, or yells at any staff, the supervisor will be contacted by the teacher once the disruption has been diffused. The supervisor will contact the offending person or the enrolled family that the person was representing to notify them of a two week suspension of that person dropping off or picking up in the class. The enrolled family will also receive a letter from the Director stating this information and the consequence if it occurs again.
- B. If an event occurs again, the enrolled family will be dismissed from the program or transferred to another program for the remainder of the program year.

15.8 The following shall be the procedure followed for the administration of medication and medical services to students:

- A. The parent must submit a written request to the program administration requesting that the teacher provide the service. Such service to pupils shall be done only in exceptional circumstances wherein the child's health may be

⁷ Added at completion of Tentative Agreement December 2020

⁸ Articles 15.5 and 15.6 added during 2020-21 negotiations

jeopardized, as determined and approved by the program administrator.

- B. The student's physician must provide a written authorization for the teacher to administer the service. Such authorization shall include a description of how and when the service is to be performed.
- C. Unit members are required to follow these procedures and exercise the skill and care required by a reasonably prudent person when providing said services. No unit members shall be required to provide such services beyond their training.
- D. Unit members following these procedures will be covered by the Employer's liability insurance policy.

15.9 At the request of the unit member, the County Office will reimburse unit members for their damaged property, limited to eyeglasses, contact lenses, or hearing aids, worn by the unit member when such property is damaged in the line of duty without the fault of the unit member. The limit of payment shall be \$500.00 per incident.

ARTICLE 16: CONCERTED ACTIVITIES

- 16.1 It is agreed and understood that there will be no-strike, work stoppage, slowdown, unlawful picketing, or refusal or failure to fully perform job functions and responsibilities, or other interference with the operations of the Employer by the Association or by its officers, agents, or members during the term of this Agreement.
- 16.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward-inducing encouraging all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Employer by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause these unit members to cease such action.

ARTICLE 17: SAVINGS PROVISION

- 17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 17.2 In the event of any legislative action affecting the collective bargaining unit agreement, the parties agree to meet upon request within ten (10) working days or by mutual agreement to address the change.

ARTICLE 18: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Employer practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 19: EMERGENCY PROVISION

The Employer retains the right to amend, modify or rescind policies, regulations, and practices referred to in this Agreement in cases of emergency only for the duration of the emergency. For the purpose of this Article, an "emergency" is defined as an act of God, war, natural or man made disaster.

ARTICLE 20: ENTIRE AGREEMENT

Except as specifically provided in Article 21 (Term), during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment and agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matter was proposed and later withdrawn.

ARTICLE 21: TERM⁹


21.1 This Agreement, having taken effect as of the day and year first above written, shall continue in full force and effect beginning July 1, 2022 until June 30, 2025 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.

21.1.1 For the 2022-23 and 2023-24 school years, either party may open compensation and one (1) other article by giving written notification by March 1 each year.

21.1.2 For the 2024-25 school year, either party may open compensation by providing written notification by March 1, 2024.

⁹ Updated in Tentative Agreement April 2022

- 21.1.3 Notwithstanding the above, upon the mutual agreement of both parties any portion of this contract may be amended.
- 21.2 Whenever notice is given for change, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 21.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.
- 21.4 In the event another bargaining unit settles for higher compensation during the term of this agreement it is agreed that the increase shall be granted to the CDEA-SC unit.


 Lindene Kirkwood (Jun 8, 2023 15:20 PDT)


Lindene Kirkwood, CDEA-SC President
 Shasta County Child Development Educators
 Association




Ruby Annelle

Judy Flores

Judy Flores, Superintendent
 Shasta County Office of Education


 Adam Hillman (Jun 8, 2023 14:26 PDT)


Adam Hillman


 De'An Chambless (Jun 9, 2023 09:06 PDT)


De'An Chambless

Jodie Vanorum


Jodie VanOrnum


 Mike Freeman (Jun 9, 2023 11:04 EDT)

Mike Freeman


 Renée Menefee (Jun 9, 2023 05:53 PDT)

Renée Menefee


 Brandy Groves (Jun 8, 2023 14:48 PDT)

Brandy Groves

APPENDIX A Catastrophic Leave

SHASTA COUNTY OFFICE OF EDUCATION
CATASTROPHIC LEAVE
for Unit Members Not Covered by State Disability Insurance
(CDEA-SC)

Whenever any unit member has exhausted all paid time off benefits as a result of a non-work related injury or disability and is not eligible for long-term disability insurance benefits or whose immediate family member is incapacitated which requires the unit member to take time off from work to care for that family member, either of which creates a financial hardship, other unit members may contribute their sick leave credits to the eligible unit member with such leave credits being donated and granted on the basis of the dollar value of the such credits.

A. For the purposes of this section, the following terms are defined:

1. "Catastrophic illness or injury" is defined as a verifiable illness or injury that is expected to incapacitate the unit member for a minimum of ten (10) consecutive days or that incapacitates a member of the unit member's immediate family for a minimum of ten (10) consecutive days which incapacity requires the unit member to take time off from work to care for that family member and such time off from work creates a financial hardship because all paid leave has been exhausted
2. "Unit member" is any person in the covered unit in paid status in a permanent position who has passed their probationary period.
3. "Family Member" is defined as the mother, stepmother, father, stepfather, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother or sister-in-law, step-child/children of the unit member, or any relative living in the immediate household of the unit member.
4. Donating unit members shall be the permanent unit members who have a minimum of 12 earned days of sick leave to their credit.
5. "Eligible leave credits" means sick leave accrued to the donating unit member, which by virtue of donation does not leave the unit member with less than 10 earned days of sick leave to their own credit.
6. "Verification of illness or injury" 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.

CREATION OF THE CATASTROPHIC LEAVE BANK

1. The Shasta County SCOE of Education ("S.C.O.E.") agrees to create a Catastrophic Leave Bank ("Bank") effective July 1, 1998.
2. Days in the Bank shall be carried over and accumulate from year to year based on additional members and/or bank need.
3. Days shall be contributed to the Bank and withdrawn from the Bank based on the daily rate of pay of the Bank participant.
4. The Bank shall be administered by a joint committee comprised of two members appointed by each Association and two members appointed by the administration. Minimum representation shall be one member from each unit and administration.
5. Should a committee member become an applicant, that unit member shall be replaced by another unit member, who is not an applicant.
6. Maximum withdrawal from the bank shall be limited to \$60,000 in any fiscal year.

ELIGIBILITY AND CONTRIBUTIONS

1. Only those unit members who have a minimum of 10 earned sick leave days after contributions and who are in permanent, non-probationary positions shall be eligible to become a member of the Bank.
2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. The contribution, on the appropriate form, must be authorized by the contributing unit member.
4. Initially, a unit member must contribute two (2) days to become a member of the Bank. If insufficient hours are credited, the committee may solicit additional days to reach the \$60,000 annual maximum. This is to allow the maximum number of unit members to participate in the Bank.
5. Annually thereafter, a call for hours shall be made during open enrollment (May 1 through June 15). Eligible unit members but non-participating unit members and newly eligible unit members shall be recruited as members.
6. The Committee may consider opening a second window period during the year in the event it becomes necessary to solicit contributions to cover an approved application.
7. Once accepted, the donation of leave credits is irrevocable.

WITHDRAWAL FROM THE BANK

1. Bank members whose total paid leave time has been exhausted may request a withdrawal from the Bank per the definition of a catastrophic illness or injury to themselves or a family member.
2. Participants must use all sick leave, vacation, and compensatory time, and apply for SDI or other long term disability as appropriate excluding differential pay, and available to them before they are eligible to request a withdrawal from the Bank.
3. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the bank. SCOE shall pay the participant full net pay and the bank shall be charged at the appropriate pro-ration.
4. The first ten (10) consecutive duty days of illness or disability of the Bank member or their family member must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank.
5. Participants applying to withdraw, or extend their withdrawal, from the Bank will be required to submit a statement in writing from a physician indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
6. If a participant is incapacitated, applications may be submitted to the Committee by the participant's representative or member of the participant's family.
7. Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior units expire. A participant's withdrawal from the Bank may not exceed a maximum period of twelve (12) consecutive months.
8. If a participant has drawn sixty (60) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the SCOE offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report. The participant may appeal any such termination under the procedures outlined in paragraph 13 below.
9. Leave from the Bank may not be used for illness or disability, which qualifies the participant for Worker's Compensation.

10. When the Committee may reasonably presume or physician's information indicates that the applicant for a draw may be eligible for a Disability Retirement under PERS, STRS, Social Security or other long term protection plan, the Committee may request that the applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including written medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Bank payments. Any requests for additional medical information shall be submitted within ten (10) days or the participant's entitlement to Bank payments shall cease. If income protection or disability benefits are denied, the applicant must appeal or entitlement to the Bank leave shall cease.
11. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the SCOE is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
12. Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting periods provided for in paragraph 4 of "Withdrawals from the Bank". For example, if a participant contributed to the Bank when first eligible to contribute and has twelve (12) days of accumulated sick leave (and no other paid leave) when the illness began, he/she could begin withdrawing upon the thirteenth (13th) duty day, if otherwise eligible. If the participant has fifteen (15) days of sick leave at the beginning of the illness, he/she could begin withdrawing on the sixteenth (16) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
13. Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, appeal the denial, non-renewal or termination by providing new additional information to the Committee. This final decision of the Committee is the final authority. Such final authority is not subject to the grievance procedure, review by PERB or litigation and the parties specifically waive any rights to review by any of these entities.

ADMINISTRATION OF THE BANK

1. The Bank Committee shall have the responsibility for maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the S.C.O.E.
2. The Committee shall be responsible for opening the window period for enrollment May 1 through June 15 of each year.
3. The Committee's authority shall be limited to administration of the Bank.

4. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
5. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
6. By June 30 of each school year, the Business Office shall notify the Committee of the following:
 - a. The total number of accumulated dollars in the Bank on June 30 of the previous school year.
 - b. The number of days contributed by Members for the current year and the associated dollar value.
 - c. The names of participating Members.
 - d. The total number of dollars in the Bank.
7. By the tenth (10th) day of each calendar month, the Business Services shall notify the Committee of the following:
 - a. A current listing of Bank Members.
 - b. The total number of days in the Bank at the beginning of the previous month and the associated dollar value.
 - c. The total number of days used and the associated dollar amount for the month.
 - d. The total number of dollars in the Bank.
8. The Committee shall meet the first week of April each year to review the annual reports and activity of the bank.

APPENDIX B Family Care and Medical Leave (FMLA)

SHASTA COUNTY OFFICE OF EDUCATION FAMILY CARE AND MEDICAL LEAVE

Any unit member who has been employed on a continuous basis with the Shasta County Office of Education for at least 12 months and at least 1,250 hours during the 12 months, shall be eligible to take Family Care and Medical Leave under the provisions of state and federal laws.

Family Care and Medical Leave is an unpaid leave, and is applied concurrently with other paid and unpaid leaves of absences, except for pregnancy disability leave.

Family Care and Medical Leave may be used for the following reasons:

- A. The birth or adoption of a child of the unit member, and in order to care for that child. Such leave shall be in addition to pregnancy disability or recovering there from.
- B. The placement of a child with a unit member for foster care or in connection with the unit member's adoption of a child.
- C. To care for the unit member's child, parent or spouse who has a serious health condition.
- D. The serious health condition of the unit member that makes him/her unable to perform the functions of his/her position, except for leave taken for disability on account of pregnancy, child birth or related medical conditions.

Duration of Leave

Family Care and Medical leave shall not exceed 12 workweeks in any 12-month period if taken to care for the unit member's child, parent or spouse who has a serious health condition, or to care for the unit member's own serious health condition, or foster care placement. This leave may be taken intermittently or on a reduced leave schedule when medically necessary. The unit members may be required to take the leave for periods of a particular duration, or to transfer temporarily to a different job that has the equivalent pay or benefits but could better accommodate recurring periods of leave.

Leave taken for birth or adoption must be initiated within one year of the birth or adoption. Leaves may be subject to a minimum duration, or can be taken intermittently or on a reduced leave schedule depending on the reason for the leave and subject to special rules, which may apply.

If both parents of a child work for the Shasta County Office of Education, their total Family Care

and Medical Leave related to the birth or adoption of the child shall be limited to a total of 12 weeks during the 12-month period following the birth or adoption of a child.

Terms of Leave

During the period of Family Care and Medical Leave, the unit member is required by the Shasta County Office of Education, to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time.

During the otherwise unpaid portion of pregnancy disability leave, the unit member may use any accrued vacation, sick time or other paid leave.

Maintenance of Benefits

Unit member's on Family Care and Medical Leave shall be entitled to employer-paid benefits at the same rate as before the leave. If benefits are currently pro-rated, the unit member will continue to be responsible for his/her share of the benefits premiums while on Family Care and Medical Leave, paid in advance, directly to the Payroll Office. After expiration of the Family Care and Medical Leave, the unit member may request additional unpaid leave. If this leave is granted, the unit member will be required to pay the health care premiums for unpaid leave. Any premium payments required to be paid by the unit member during such leave must be paid directly to the Payroll Office at the same time as they would have been due if paid by payroll deduction.

For purposes of retirement plans, unemployment benefits, and/or any other unit member welfare benefits, the Shasta County Office of Education will continue to make contributions to these plans and benefits to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose, based on wages paid to the unit member.

Requests, Advance Notice and Certification

If a unit member learns of the need for Family Care and Medical Leave more than 30 days before the leave is to begin, he/she shall submit a written leave request at least 30 days in advance to the Human Resources Office. If the unit member learns of the need for Family Care and Medical Leave fewer than 30 days in advance, then he/she shall provide such notice as soon as possible.

A unit member's request for leave to care for a child, spouse or parent who has a serious health condition shall be supported by written certification from the health care provider of the person requiring the care which shall include:

1. The date the serious health condition began, if known;
2. Probable duration of the condition;

3. An estimate of the amount of time the health care provider believes the unit member needs to care for the child, parent or spouse; and
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse. This certification must be provided along with the written request for Family Medical Care Leave.

If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide re-certification as specified above.

An unit member's request for leave because his/her own serious health condition shall be supported by a written certification from the unit member's health care provider that shall include:

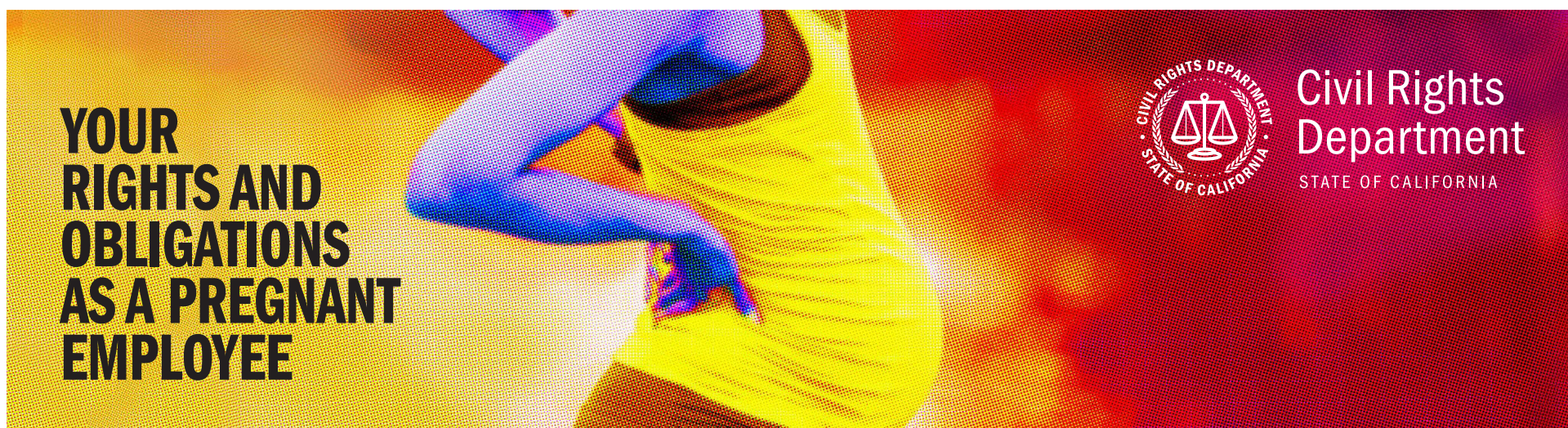
1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
4. A statement that the unit member is unable to perform the functions of his/her job.

If the unit member is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

As a condition of a unit member's return from leave taken because of his/her own serious health condition, the unit member shall obtain written certification from his/her health care provider that he/she is able to perform the essential job functions of his/her position with or without reasonable accommodation. This certification shall be provided to the Human Resources Office at least seven days in advance of the unit member's expected return to work.

Reinstatement Non-Discrimination

Upon granting a unit member's request for Family Care and Medical Leave, the Shasta County Office of Education shall guarantee to reinstate the unit member in the same or comparable position when the leave ends. At the unit member's request, the County Office shall provide this guarantee in writing.



YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE



Civil Rights
Department
STATE OF CALIFORNIA

IF YOU ARE PREGNANT, HAVE A PREGNANCY-RELATED MEDICAL CONDITION, OR ARE RECOVERING FROM CHILDBIRTH, PLEASE READ THIS NOTICE.

YOUR EMPLOYER* HAS AN OBLIGATION TO

- Reasonably accommodate your medical needs related to pregnancy, childbirth, or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- Transfer you to a less strenuous or hazardous position (if one is available) or duties if medically needed because of your pregnancy;
- Provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff;
- Provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code; and
- Never discriminate, harass, or retaliate on the basis of pregnancy.

FOR PREGNANCY DISABILITY LEAVE

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy, childbirth, or related medical condition. Your health care provider determines how much time you will need.
- Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same or a comparable position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, and doctor-ordered bed rest, and covers conditions such as severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule.
- Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation or other paid time off during your PDL.
- Your employer may require or you may choose to use any available sick leave during your PDL.
- Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.

NOTICE OBLIGATIONS AS AN EMPLOYEE

- Give your employer reasonable notice. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, or as soon as practicable if the need is an emergency or unforeseeable.
- Provide a written medical certification from your health care provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See if your employer has a copy of a medical certification form to give to your health care provider to complete.
- Please note that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

ADDITIONAL LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Under the California Family Rights Act (CFRA), if you have more than 12 months of service with an employer, and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to a family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child**, or for your own serious health condition or that of your child, parent***, spouse, domestic partner, grandparent, grandchild, sibling, or someone else related by blood or in family-like relationship with the employee ("designated person"). Employers may pay their employees while taking CFRA leave, but employers are not required to do so, unless the employee is taking accrued paid time-off while on CFRA leave. Employees taking CFRA leave may be eligible for benefits administered by Employment Development Department.

TO FILE A COMPLAINT

Civil Rights Department
calcivilrights.ca.gov/complaintprocess
 Toll Free: 800.884.1684 / TTY: 800.700.2320
 California Relay Service (711)

Have a disability that requires a reasonable accommodation? CRD can assist you with your complaint.

For translations of this guidance, visit:
www.calcivilrights.ca.gov/posters/required

*PDL, CFRA leave, and anti-discrimination protections apply to employers of 5 or more employees; anti-harassment protections apply to employers of 1 or more.

** "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis.

*** "Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

SHASTA COUNTY OFFICE OF EDUCATION**1644 Magnolia Avenue****Redding, CA 96001****TEACHER/STUDENT TEACHER TRAINER - EARLY EDUCATION
AND MENTOR TEACHER
(CDEA-SC)****SALARY SCHEDULE**

Effective January 1, 2023

Schedule: CECDSTT

Step	I	II
	AA/AS degree and Child Dev. Permit	BA/BS degree and Child Dev. Permit
1	20.36	21.79
2	21.36	22.90
3	22.42	24.06
4	23.35	25.00
5	24.53	26.27
6	25.75	27.59
7	26.70	28.61
8	28.04	30.07
9	29.42	31.58

- 1 Placement on the salary schedule shall be approved by the County Superintendent and prior appropriate experience shall be allowed.
- 2 All salary step increases will be effective on July 1 each year. Employees hired prior to January 1 of any year, will be placed on the next higher step on the following July 1. Employees hired after January 1 of any year will remain on that step until the second July 1 following the date of employment. Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.
- 3 Longevity will be compensated at an additional 3% base salary at 10, 14, 17, 20, 23 and 27 years of service (accumulative).
- 4 Effective July 1, 2020, an annual stipend of \$800 will be

- 5 Unit members who have a Master's Degree from an accredited institution shall receive an annual stipend of \$2,825. Unit members who obtain their degree via a SCOE funded program are not eligible for the degree stipend for up to 3 years or until SCOE education assistance is recovered on a prorata basis.

ratified 3/01/2023

SHASTA COUNTY OFFICE OF EDUCATION**1644 Magnolia Avenue****Redding, CA 96001****EARLY EDUCATION TEACHER
(CDEA-SC)****SALARY SCHEDULE**

Effective January 1, 2023

Schedule: CTCD

	E	I	II
	Entry/No degree w/Child Dev. Permit	AA/AS degree and Child Dev. Permit	BA/BS degree and Child Dev. Permit
Step			
1	19.44	19.44	20.77
2	19.44	20.35	21.81
3	19.44	21.36	22.90
4	19.44	22.22	23.82
5	19.44	23.35	25.01
6	19.44	24.53	26.27
7	19.44	25.43	27.26
8	19.44	26.70	28.63
9	19.44	28.03	30.07

- 1 Placement on the salary schedule shall be approved by the County Superintendent and prior appropriate experience shall be allowed.
- 2 All salary step increases will be effective on July 1 each year. Employees hired prior to January 1 of any year, will be placed on the next higher step on the following July 1. Employees hired after January 1 of any year will remain on that step until the second July 1 following the date of employment. Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.
- 3 Longevity will be compensated at an additional 3% base salary at 10, 14, 17, 20, 23 and 27 years of service (accumulative).
- 4 Effective July 1, 2020, an annual stipend of \$800 will be paid to CDEA staff who hold a valid California Site Supervisor Permit or higher. Stipend will be paid on a prorated monthly basis and will be granted at the beginning of the month following submission of proper verification to the Human Resources department.

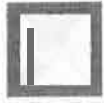
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ratified 3/01/2023

Shasta County Office of Education

Health Reimbursement Arrangement (HRA)

Frequently Asked Questions



What is a Health Reimbursement Arrangement (HRA)?

A Health Reimbursement Arrangement is an interest-bearing, employer-funded account created in your name to reimburse you tax-free for eligible medical expenses.

Do I have to enroll?

You were automatically enrolled by your employer. No action is necessary on your part.

When will I be vested?

You own your account immediately upon funding.

What are the benefits of an HRA?

- Employer deposits are tax-free (not subject to FICA, Federal, or State income taxes), so you receive 100% of the value of each benefit dollar.
- Deposits earn interest tax-free.
- Reimbursements from the plan are tax-free for eligible medical expenses for you, your spouse, and any qualifying dependents, if applicable.
- Account balance rolls over each year and there is no time frame by when you must submit expenses for reimbursement.
- You have the flexibility to choose when to submit eligible expenses for reimbursement.

Who is eligible to receive the benefits of my HRA?

- Active Employees who are enrolled in the High Deductible Health Plan and continuing HSA and receive an in-service stipend.
- You, your spouse, and any qualifying dependents are able to seek reimbursement for eligible medical expenses from the HRA. Qualifying dependents include children under the age of 27 at the end of the tax year and any tax dependents.

How often will my employer contribute to my account?

Your employer makes deposits to your account on a monthly basis during your active employment. For detailed information regarding contribution amounts and timing, please contact your employer.

Where are funds invested?

Your employer has selected a default investment option for all plan participants. You can self-direct investments from a platform of investments provided for your plan. At any time, you can change your investment elections through the participant portal by logging into www.myMidAmericaJourney.com and selecting the **View Plan Activity** button from the home page. You may also complete the Investment Change and Transfer Form.

The Investment Change and Transfer Form, Performance Sheets, and Fund Summaries are available online through your participant portal. To access these forms, select the **View Plan Activity** button from the home page. Next, select **Forms** from the **Forms & Reports** dropdown menu. Investments are provided by American United Life Insurance Company®, a OneAmerica® Company (AUL). For more information on your investments, please visit www.oneamerica.com.

How often will I receive account statements?

You will receive paper statements on a quarterly basis. However, you may access your account balance and activity anytime by logging in to your account on our secure website, www.myMidAmericaJourney.com. If this is your first time logging in, you would simply select **Create Your New Username and Password** from the login page and follow the prompts on the screen to establish your credentials. From your home page, select the **View Plan Activity** button to view additional activity details.

Can I make contributions to my HRA?

Only an employer can fund an HRA. You cannot contribute.

Can I move HRA funds to another plan?

The funds deposited in your account must stay within your employer-sponsored HRA plan.

Why do I see two different account balances?

When viewing your online account, you may find your account balance upon initial login is not the same dollar amount you see when you click on **View Plan Activity**. Your HRA funds are invested in a variable annuity and the Journey platform enables variable accounts to receive a debit card to pay for qualified medical expenses, avoiding out-of-pocket costs and reducing the burden on you to submit claim reimbursements!

Enabling debit cards for variable accounts requires a 10% holdback of your HRA variable investments. This means when you view your balance upon initial login, you're viewing 90% of your variable balance along with 100% of your fixed interest balance (which is the amount accessible via your debit card). When you select View Plan Activity, you're able to see 100% of your entire balance.

Why is the holdback necessary?

This holdback ensures you have 10% of your variable balance available in your account, regardless of market adjustments, and prevents you from inadvertently overspending when you use your debit card, which would cause a negative balance. When and if the market adjusts, these updates will be reflected within 24 hours on the balance you see upon initial login.

What if I want access to 100% of my account balance?

Your balance is always yours to use. If you wish to use 100% of your available HRA funds, we recommend simply transferring your funds from the variable investment to the fixed interest investment. This will allow you to access 100% of your funds via your debit card and online claims submission. To transfer your funds, simply log into www.myMidAmericaJourney.com, select **View Plan Activity** and then select **Manage Investments** from the new window. From here, you will see a Move Money option.

Can I name a beneficiary?

No. However, a surviving spouse or qualifying dependent will still be able to access funds for eligible dental and vision post deductibles. If you do not have a surviving spouse or qualifying dependent, the executor of your estate or trustee can use your remaining funds to reimburse eligible dental and vision post deductibles not previously submitted on your behalf, including expenses related to your death. If an account balance still remains after 12 months with no plan activity, the balance will forfeit back to the employer.

Submitting Claims

When can I request a reimbursement?

You may request a reimbursement at any time.

What is considered an eligible medical expense?

Your plan allows for limited purpose medical expenses and includes: dental and vision post deductible medical expenses.

Can I be reimbursed for medical expenses I haven't paid yet?

Yes. You can submit a claim prior to paying the bill as long as you have incurred the expense.

Will I receive a debit card?

No. Since your expenses are limited to dental and vision post deductibles, you will not receive a debit card.

How do I submit a claim?

- To submit a claim, log into your account at www.myMidAmericaJourney.com. Please note if this is your first time logging in you would simply select **Create Your New Username and Password** from the login page and follow the prompts on the screen to establish your credentials.
- Once logged in, select the **Submit a Claim** button from the **I Want To** section of your home page.
- From your **Claim Details** screen you will see a **Category** dropdown menu and a **Type** dropdown menu. These menus will display only the medical expenses for which you can be reimbursed.
- All claims will be processed in approximately 7-10 business days.
- Direct deposit is available by accessing **Payment Method** from the **Accounts** drop-down menu. From here, you can select how you prefer to be reimbursed from your account.

What type of documentation should I include with my eligible medical expense reimbursements?

You can substantiate your claim with one of the following:

- The Explanation of Benefits (EOB) statement returned to you from the insurance carrier indicating the amount you are responsible for
- Copay receipts if you are covered under a managed care or prescription drug plan
- If there is no insurance for the health care expenses, submit an itemized bill with the following:
 - Name of the provider and patient
 - Service cost, date, and description
 - Notation when there is no coverage

Are there any fees?

There is no fee for claims submitted through the Journey platform and/or the Journey mobile app. There is a \$5.00 claims fee assessed per MidAmerica Claim Form either uploaded online, faxed, mailed or emailed. Expenses do not expire and can be submitted at any time.

Questions?

If you have questions regarding your plan, please contact MidAmerica Administrative & Retirement Solutions (MidAmerica), the plan administrator, at (855) 329-0095 or email us at healthaccountservices@myMidAmerica.com.



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Shasta County Office of Education

Health Reimbursement Arrangement (HRA)

Frequently Asked Questions



What is a Health Reimbursement Arrangement (HRA)?

A Health Reimbursement Arrangement is an interest-bearing, employer-funded account created in your name to reimburse you tax-free for eligible medical expenses.

Do I have to enroll?

You were automatically enrolled by your employer. No action is necessary on your part.

When will I be vested?

You own your account balance immediately upon funding.

What are the benefits of an HRA?

- Employer deposits are tax-free (not subject to FICA, Federal, or State income taxes), so you receive 100% of the value of each benefit dollar.
- Deposits earn interest tax-free.
- Reimbursements from the plan are tax-free for eligible medical expenses for you, your spouse, and any qualifying dependents, if applicable.
- Account balance rolls over each year and there is no time frame by when you must submit expenses for reimbursement.
- You have the flexibility to choose when to submit eligible expenses for reimbursement.

Who is eligible to receive the benefits of my HRA?

You, your spouse, and any qualifying dependents are able to seek reimbursement for eligible medical expenses from the HRA. Qualifying dependents include children under the age of 27 at the end of the tax year and any tax dependents.

How often will my employer contribute to my account?

Your employer makes deposits to your account on a monthly basis during your active employment. For detailed information regarding contribution amounts and timing, please contact your employer.

Where are funds invested?

Your employer has selected a default investment option for all plan participants. You can self-direct investments from a platform of investments provided for your plan once your account balance is in excess of \$1000. Once you reach the \$1000 account balance, you can change your investment elections through the participant portal by logging into www.myMidAmericaJourney.com and selecting the **View Plan Activity** button from the home page. You may also complete the Investment Change and Transfer Form.

The Investment Change and Transfer Form, Performance Sheets, and Fund Summaries are available online through your participant portal. To access these forms, select the **View Plan Activity** button from the home page. Next, select **Forms** from the **Forms & Reports** dropdown menu. Investments are provided by American United Life Insurance Company®, a OneAmerica® Company (AUL). For more information on your investments, please visit www.oneamerica.com.

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Enabling debit cards for variable accounts requires a 10% holdback of your HRA variable investments. This means when you view your balance upon initial login, you're viewing 90% of your variable balance along with 100% of your fixed interest balance (which is the amount accessible via your debit card). When you select View Plan Activity, you're able to see 100% of your entire balance.

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This holdback ensures you have 10% of your variable balance available in your account, regardless of market adjustments, and prevents you from inadvertently overspending when you use your debit card, which would cause a negative balance. When and if the market adjusts, these updates will be reflected within 24 hours on the balance you see upon initial login.

What if I want access to 100% of my account balance?

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Can I name a beneficiary?

No. However, a surviving spouse or qualifying dependent will still be able to access funds for eligible medical expenses and premiums. If you do not have a surviving spouse or qualifying dependent, the executor of your estate or trustee can use your remaining funds to reimburse eligible medical expenses and premiums not previously submitted on your behalf, including expenses related to your death. If an account balance remains after 12 months with no plan activity, the balance will forfeit back to the employer.

Submitting Claims

When can I request a reimbursement?

You may request a reimbursement at any time. You must exhaust any Flexible Spending Account (FSA) funds prior to receiving reimbursement from your HRA. Your unused HRA funds roll over each year while any unused FSA funds are forfeited, so it is advantageous to use FSA funds first.

What is considered an eligible medical expense?

Most common eligible medical expenses:

- Insurance plan deductibles
- Insurance plan coinsurance
- Office visit copays
- Physician service copays
- Prescription copays
- Over-the-counter drugs*

*IRS requires a doctor's note or prescription for over-the-counter drugs or medication, or menstrual care products purchased through December 31, 2019. If purchased on or after January 1, 2020, a prescription or doctor's note will not be required for these items to be considered eligible, per the CARES Act of 2020.

Eligible medical expenses are defined under Section 213(d) of the Internal Revenue Code. A Partial Listing of 213(d) Eligible Medical Expenses has been provided for you online by logging in to your secure account on www.myMidAmericaJourney.com. IRS Publication 502 can also be used as a guide. However, there may be instances where the information in IRS Publication 502 does not apply to Health Reimbursement Arrangements.

Are premiums considered an eligible medical expense?

While actively employed, you will not be able to seek reimbursement for eligible medical premiums. However, once separated from service, you will be able to seek reimbursement for eligible medical premiums and will receive additional information at that time.

Can I be reimbursed for medical expenses I haven't paid yet?

Yes. You can submit a claim prior to paying the bill as long as you have incurred the expense. The exception to this would be Long-Term Care premiums. Long-term care premiums cannot be set up for recurring reimbursements due to IRS annual limitations based on the year in which the payment was made. For this reason, proof of payment is required for all long-term care claims.

Will I receive a debit card?

Yes. You will receive two MidAmerica Journey Benefit Cards in the mail in your name. You can give one to any eligible dependent to pay for eligible medical expenses from your account.

How do I submit a claim?

- To submit a claim, log into your account at www.myMidAmericaJourney.com. Please note if this is your first time logging in you would simply select **Create Your New Username and Password** from the login page and follow the prompts on the screen to establish your credentials.
- Once logged in, select the **Submit a Claim** button from the **I Want To** section of your home page.
- From your **Claim Details** screen you will see a **Category** dropdown menu and a **Type** dropdown menu. These menus will display only the medical expenses for which you can be reimbursed.
- All claims will be processed in approximately 7-10 business days.
- Direct deposit is available by accessing **Payment Method** from the **Accounts** drop-down menu. From here, you can select how you prefer to be reimbursed from your account.

What type of documentation should I include with my eligible medical expense reimbursements?

You can substantiate your claim with one of the following:

- The Explanation of Benefits (EOB) statement returned to you from the insurance carrier indicating the amount you are responsible for
- Copay receipts if you are covered under a managed care or prescription drug plan
- If there is no insurance for the health care expenses, submit an itemized bill with the following:
 - Name of the provider and patient
 - Service cost, date, and description
 - Notation when there is no coverage

Are there any fees?

There is no fee for claims submitted through the Journey platform and/or the Journey mobile app. There is a \$5.00 claims fee assessed per MidAmerica Claim Form either uploaded online, faxed, mailed or emailed. Expenses do not expire and can be submitted at any time.

There are ancillary fees assessed for your Journey Benefit Card depending on the scenarios and requests detailed in the table below:

MidAmerica Journey Benefit Card Ancillary Fees			
Item	Description	Cost	Cost Frequency
Returned Card Fee	Cost for undeliverable cards returned.	\$5.00	Per card, per occurrence.
Dependent, Replacement or Additional Card Fee	Cost per dependent, replacement (i.e., lost/stolen) or additional cards issued.	\$5.00	Per card package. (2 cards per package)
Lost or Stolen Card Investigation	Cost for investigative reports and research on lost or stolen cards.	\$25.00	Per report, per occurrence.
Chargeback Disputes	Cost for research on disputed transactions.	\$25.00	Per disputed transaction submitted.
Card Embossing Cancellation	Cost for cancellation of card orders that have already been submitted to the card issuer and are in the production process.	\$5.00	Per card, per occurrence.
Card Redirect	Cost for a redirect request to pull a card and mail to a different address other than the address supplied. Redirected cards are shipped via US mail, unless otherwise specified.	\$5.00	Per card, per occurrence.

Questions?

If you have questions regarding your plan, please contact MidAmerica Administrative & Retirement Solutions (MidAmerica), the plan administrator, at (855) 329-0095 or email us at healthaccounts@myMidAmerica.com.



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CDEA-SC Contract July 1, 2022 - June 30, 2025


Final Audit Report

2023-06-09


Created:	2023-06-08
By:	Jami Lozoya (jlozoya@shastacoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACyAknNk3PMboc-1tpUkGI7CthddloUqU

"CDEA-SC Contract July 1, 2022 - June 30, 2025" History

-  Document created by Jami Lozoya (jlozoya@shastacoe.org)
2023-06-08 - 9:11:06 PM GMT- IP address: 66.244.5.217
-  Document emailed to Lindene Kirkwood (lkirkwood@shastacoe.org) for signature
2023-06-08 - 9:18:03 PM GMT
-  Document emailed to Ruby Anelle (ranelle@shastacoe.org) for signature
2023-06-08 - 9:18:03 PM GMT
-  Document emailed to Judy Flores (jflores@shastacoe.org) for signature
2023-06-08 - 9:18:04 PM GMT
-  Document emailed to Adam Hillman (ahillman@shastacoe.org) for signature
2023-06-08 - 9:18:04 PM GMT
-  Document emailed to DeAn Chambless (dchambless@shastacoe.org) for signature
2023-06-08 - 9:18:05 PM GMT
-  Document emailed to Jodie Vanorum (jvanorum@shastacoe.org) for signature
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-  Document emailed to Mike Freeman (mfreeman@shastacoe.org) for signature
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-  Document emailed to Renee Menefee (rmenefee@shastacoe.org) for signature
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-  Document emailed to Brandy Groves (bgroves@shastacoe.org) for signature
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Signature Date: 2023-06-08 - 9:26:13 PM GMT - Time Source: server- IP address: 66.244.5.217

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2023-06-08 - 9:52:41 PM GMT- IP address: 66.249.84.64

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2023-06-08 - 10:58:32 PM GMT- IP address: 74.125.213.43

 Document e-signed by Jodie Vanorum (jvanorum@shastacoe.org)

Signature Date: 2023-06-08 - 10:59:41 PM GMT - Time Source: server- IP address: 104.15.40.127

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2023-06-09 - 5:50:33 AM GMT- IP address: 104.28.124.106

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2023-06-09 - 12:38:23 PM GMT- IP address: 66.249.84.65

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2023-06-09 - 3:03:39 PM GMT- IP address: 66.102.8.132

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Signature Date: 2023-06-09 - 3:04:30 PM GMT - Time Source: server- IP address: 174.240.209.73

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Signature Date: 2023-06-09 - 4:06:04 PM GMT - Time Source: server- IP address: 66.244.5.217

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2023-06-09 - 8:32:03 PM GMT- IP address: 66.249.84.64

 Document e-signed by Ruby Anelle (ranelle@shastacoe.org)

Signature Date: 2023-06-09 - 8:32:18 PM GMT - Time Source: server- IP address: 66.244.5.217

 Agreement completed.

2023-06-09 - 8:32:18 PM GMT