

AGREEMENT

between the

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION

CHAPTER #406

An Affiliate of the California School Employees Association
of the Tehama County Department of Education

and the

TEHAMA COUNTY SUPERINTENDENT OF SCHOOLS

of the

Tehama County Department of Education

November 1, 2020 - October 31, 2023

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1 3.3 In the event of suspension or invalidation of any article or section of this
2 Agreement, the parties agree to meet and negotiate within thirty (30)
3 days after such determination for the purpose of arriving at a mutually
4 satisfactory replacement for such article or section.

5 **Article 4. COMPLETION OF MEET AND NEGOTIATE**

6 4.1 If either party desires to alter or amend this Agreement, it shall provide,
7 not less than one hundred twenty (120) days prior to the termination date
8 set forth under the Agreement Article, written notice and a proposal to
9 the other party of said desire and the nature of the amendments and
10 cause the public notice provisions of law to be fulfilled.

11 4.2 Within thirty (30) days of satisfaction of the public notice requirements,
12 negotiations shall commence at a mutually acceptable time and place
13 for the purpose of considering changes in this Agreement.

14 4.3 The Unit shall designate three (3) representatives who shall have the right
15 to receive reasonable periods of release time without loss of
16 compensation when meeting and negotiating. The Unit may also
17 designate one (1) alternate who shall have the right to receive
18 reasonable periods of release time without loss of compensation when
19 he/she replaces one of the representatives.

20 4.4 Employees shall submit the necessary form in sufficient time prior to a
21 negotiations session so that suitable Department approved substitutes
22 can be obtained. If the Department is unable to obtain substitutes for the
23 scheduled meeting, the meeting shall be rescheduled at a mutually
24 agreeable time and place.

25 4.5 The Unit shall present its initial letter of intent to the Superintendent in
26 sufficient time to be placed on an agenda no later than the August board
27 meeting.

28 4.6 All public disclosure legal requirements shall be complied with.

29 **Article 5. CONCERTED ACTIVITIES**

30 5.1 The Unit recognizes the duty and obligation of its representative to comply
31 with the provisions of this Agreement and to make every effort toward
32 inducing all employees to do so. In the event of a strike, work stoppage,
33 slowdown, or other interference with the operations of the Department
34 by employees who are members of the Unit, the Association agrees to
35 advise and direct those employees to cease such action. It is agreed
36 and understood that any employee violating this Article may be subject
37 to discipline or discharge by the Department, and it is further agreed that
38 the Department will not cause or engage in a lockout.

Article 6. ORGANIZATIONAL SECURITY

6.1 The Department and the Unit recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to form, join, and participate in any such activities.

6.2 With respect to all sums deducted by the department, whether for membership dues or equivalent fees, the department agrees to remit promptly such monies to the association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as a membership or non-membership in the association, and indicating any changes in personnel from the list previously furnished.

6.3 The Department shall not be obligated to put into effect any new or changed deductions that are received after the fifteenth of the month for that month's payroll.

6.4 The Department shall pay to California School Employees Association the members' dues and fees deducted, within thirty (30) days.

6.5 Maintenance of Membership. Eligible employees of the Department of Education may choose to join or not join the Unit. If a member does choose to join the Unit, he/she shall be required, as a condition of employment, to maintain membership and pay monthly dues for the duration of this contract. However, no such arrangement shall deprive the employee of the right to terminate his obligation to the Unit within a period of thirty (30) days prior to the expiration of this Agreement. If his/her employment with the Department ceases prior to the expiration of the contract, he/she will not be required to pay membership dues beyond the termination date.

6.6 Any employee who is not a member of the association or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of commencement of duties, shall as a condition of continued employment, become a member of the association or pay to the association a fee in the same manner as provided in paragraph 6.2 of this article. In the event that an employee shall not pay such fee directly to the association or authorize payment through payroll deductions, as provided in paragraph 6.2, the association shall so inform the department, and the department shall immediately begin automatic payroll deductions as provided in Education Code 45168 (Appendix 1) and in the same manner as set forth in paragraph 6.2 of this article. There shall be no charge to the association for such mandatory agency fee deduction.

6.7 Religious Beliefs Exemptions

6.7.1 Unit members claiming religious exemptions must file a written request for exemption with CSEA. If the request is granted then an

1 employee who is a member of a religious body whose traditional
2 tenets or teaching include objections to joining or financially
3 supporting employee organizations shall not be required to join or
4 financially support Chapter #406 of the California School Employees
5 Association as a condition of employment; except that such
6 employee shall pay in lieu of service fee, sums equal to such service
7 fee to a nonreligious, non-labor organization charitable fund exempt
8 from taxation under Section 503/c (3) of Title 26 of the Internal
9 Revenue Code.

10 6.7.2 Proof of payment pursuant to paragraph 6.1 above shall be made
11 on an annual basis to the department as a condition of continued
12 exemption from the provisions of paragraphs 6.2 and 6.3 of this
13 article. Such proof shall be in the form of receipts and/or cancelled
14 checks indicating the amount paid, date of payment, and to whom
15 payment in lieu of the service fee has been made. Such proof shall
16 be presented on or before October 15 of each school year. The
17 association shall have the right of inspection in order to review said
18 proof of payment.

19 6.7.3 Any employee making payments as set forth in paragraph 6.7.1 and
20 above, and who requests that the grievance or arbitration provisions
21 of this agreement be used in his or her behalf, shall be responsible
22 for paying the reasonable cost of using said grievance or arbitration
23 procedures.

24 6.8 Association Responsibilities

25 6.8.1 The association agrees to furnish any information needed by the
26 department to fulfill the provisions of this article.

27 6.9 Indemnification and Hold Harmless

28 6.9.1 Chapter #406 of the California School Employees Association agrees
29 to pay to the department all reasonable legal fees and legal costs
30 incurred by the department in defending against any court action
31 and/or administrative action before the Public Employment
32 Relations Board challenging the legality or constitutionality of the
33 agency fee provisions of this agreement or their implementation.
34 The association agrees that payments under this provision shall be
35 made on a semiannual basis.

36 6.9.2 Chapter #406 of the California School Employees Association agrees
37 to indemnify and hold the department harmless from any award or
38 judgment which may result from a court action or administrative
39 action referenced in 6.9.1.

40 6.9.3 The association shall have the exclusive right to decide and
41 determine whether any such action or proceeding referred to in

paragraph 6.9.1 or 6.9.2 shall or shall not be compromised, resisted, defended, tried or appealed.

Article 7. ORGANIZATIONAL RIGHTS

7.1 The Department agrees to furnish to all CSEA employees a copy of this contract at no cost. The Department will make the contract available on the website. Copies will be provided to current employees upon request.

7.2 CSEA shall have the right to access at reasonable times to areas in which employee's work, the right to use Department bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use Department facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this chapter.

7.3 The Department agrees to make a computer station available to current unit members for work-related purposes.

7.4 Orientation. Chapter President or his/her designee shall be part of the orientation process.

Article 8. NONDISCRIMINATION

8.1 Neither the Department nor the Association shall interfere with, threaten, restrain, coerce, or discriminate against employees or the Department because of the exercise of their rights under this Agreement.

Article 9. PHYSICAL EXAMINATIONS

9.1 The Department agrees to provide the full cost of any medical examination required as a condition of continued employment. Such examination shall be by a physician designated by the Department.

Article 10. PERSONAL PROPERTY

10.1 The Department will pay the costs of replacing or repairing eyeglasses, hearing aids, other prosthetics, and/or clothing necessarily worn or carried by the Unit member when any such property is damaged in the line of duty without fault of the Unit member. Limit of payment shall be \$500.

10.2 The Department will also reimburse any Unit member for the loss, destruction, damage by arson, burglary, accident, or vandalism of personal property used in the special education classrooms or any Department facility, including administrative offices only under the following conditions: Prior written approval to use and determination of value of the Unit member's property must be made by the program director before use of such personal property.

1 10.3 The Department shall be responsible for the payment costs for replacing
2 or repairing personal property of Unit members only under the following
3 conditions:

4 10.3.1 Reasonable precautions should be taken by the Unit member to
5 protect property.

6 10.3.2 Prior use of personal property in the performance of any Unit
7 member's duties must be authorized in writing by the superintendent
8 or his designee. Exceptions to this rule would be clothing, dentures,
9 eyeglasses, hearing aids, and prosthetics.

10 10.3.3 If, during the performance of his/her duties, a Unit member incurs
11 damage of personal property while defending him/herself from
12 attack on a school or Department site during work hours.

13 10.3.4 Value of the property must be determined by the superintendent or
14 his designee in writing prior to the use of the property.

15 10.3.5 Reimbursement by the Department shall augment and not replace
16 personal insurance coverage. The combination of personal
17 insurance reimbursement and Department reimbursement shall not
18 exceed the total current value of the personal property in question.

19 10.3.6 Claims for reimbursement of personal property damaged or stolen
20 while the Unit member is on duty shall be limited to \$500. Claims must
21 be filed within thirty (30) days of occurrence.

22 10.3.7 Any reimbursement by the Department for damages or theft of
23 personal property shall be subject to approval by the County
24 Superintendent.

25 **Article 11. SAFETY**

26 11.1 The Department shall furnish equipment and a place of employment
27 which is safe and healthful for all Unit employees.

28 11.2 Unit employees shall assist in holding pupils accountable for their conduct.
29 Unit employees shall not be subject to disciplinary action from the
30 Department for exercising physical control over a pupil during the
31 performance of his/her duties, but which in no event shall exceed the
32 amount of physical control that complies with SELPA policies (Appendix
33 2) and State and Federal laws.

34 11.3 If a Unit employee is attacked, assaulted, or menaced by any pupil, it
35 shall be the duty of such Unit employee, and the duty of any person under
36 whose direction or supervision such Unit member is employed in the
37 Department who has knowledge of such incident, to promptly report the

1 same to the appropriate law enforcement authorities of the county or city
2 in which the same occurred.

- 3 11.4 Any condition in a facility utilized by the Department deemed to be
4 unsafe by a Unit employee shall be reported in writing to the Department.
5 An action or response in writing shall be provided within twenty (20)
6 working days by the Department, who shall maintain records of safety
7 reports and subsequent actions.

8 **Article 12. EVALUATION**

- 9 12.1 A written evaluation on the form (Appendix 3) shall be made by the direct
10 supervisor on or before May 15, each year for permanent employees and
11 at least twice during the probationary period for new employees.

12 12.1.1 Probationary employees shall be evaluated as frequently as
13 necessary and at least once during the first two months and again
14 after five months of service.

15 12.1.2 The normal probationary period for employees shall be at least six
16 months or 130 work days.

- 17 12.2 The evaluation shall be made in duplicate with one copy to the
18 employee, and one copy placed in the employee's personnel file
19 following a conference between supervisor and employee.

- 20 12.3 Any unsatisfactory evaluation for permanent employees shall include rec-
21 ommendations for how improvement can be accomplished and
22 documentation regarding how the unsatisfactory performance had
23 been addressed with the employee prior to the evaluation.

24 12.3.1 Any evaluation indicating unsatisfactory shall include specific
25 deficiencies and specific recommendations for improvement and
26 provisions for assisting the employee in implementing any
27 recommendations made.

28 12.3.2 If the employee feels that the evaluation might lead to discipline at
29 any meeting to discuss an evaluation, the bargaining unit member
30 is entitled to the right to representation by CSEA. Such
31 representation shall have the right to speak on behalf of the
32 employee.

- 33 12.4 Any employee shall have the right to respond in writing to any
34 unsatisfactory comment.

- 35 12.5 Any employee may, if he/she wishes, discuss the evaluation at the next
36 administrative level(s) within 30 calendar days.

- 1 12.6 Matters to be evaluated shall not go beyond the last evaluation unless an
2 employee has been rated unsatisfactory or it was not applicable at the
3 time.
- 4 12.7 Matters to be evaluated shall not include activities based on an
5 employee's participation in California School Employees Association.
- 6 12.8 No evaluation shall be based on statements or events which cannot be
7 substantiated. Evaluations shall be made based upon the professional
8 judgment, including direct observation, and cumulative knowledge of
9 the evaluator.
- 10 12.9 The signing of an evaluation by an employee only means that the
11 employee has received a copy of the evaluation, not that the employee
12 agrees with the contents of the evaluation.

13 **Article 13. EMPLOYEE PERSONNEL FILE**

- 14 13.1 Inspection. An employee may inspect material in his/her personnel file
15 except for materials which:
- 16 a) are obtained prior to his/her employment;
- 17 b) were prepared by identifiable examination committee members; or
- 18 c) were obtained in connection with a promotional examination.
- 19 13.2 Procedures. An employee may inspect such materials in his/her
20 personnel file, with the exception of the above specified items, during
21 normal business hours of the Department office at times other than when
22 the employee is required to render service. Such inspection shall take
23 place under the supervision of a Department Administrator or designee.
24 Unit representatives may so inspect an employee's personnel file in the
25 company of the employee or with the written authorization of the
26 employee.
- 27 13.3 File Contents
- 28 13.3.1 No materials of a derogatory nature, except the above specified
29 items, may be placed in an employee's personnel file without
30 allowing employee an opportunity to review and comment thereon
31 during a ten (10) working day period.
- 32 13.3.2 An employee shall have the right to enter, and have attached to
33 any derogatory statement, his/her own comments thereon. The
34 review and comment upon materials of derogatory nature shall take
35 place during the normal business hours of the Department office
36 and times when the employee can be spared from duty, as
37 determined by the supervisor. The employee shall be released from

duty without loss of pay. The employee shall submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.

13.3.3 All materials placed in an employee's personnel file shall be dated and signed by the contributor.

13.3.4 Non-verifiable or unsubstantiated (hearsay) materials may not be placed in an employee's personnel file.

Article 14. LEAVES

14.1 Leave of Absence. The County Superintendent of Schools may grant leaves of absence, with or without pay, to Unit members.

14.2 Jury Duty. When employees are called for jury duty, such absence shall be without loss of pay. A copy of the jury summons shall be attached in Frontline. The employee shall endorse the jury duty check to the Department and will be reimbursed by the Department for mileage, if any, that is included in the check. A unit member whose work shift assignment starts at 2:00 or after shall not be required to return to work after fulfilling his/her obligation for jury duty.

14.3 Family Leave. The Department shall grant leave of absence to unit members according to law and per Department policy.

14.4 Bereavement Leave. A Unit member is entitled to a leaves of absence, not to exceed three days, or five days if out of state travel is required, on account of the death of any member of his/her immediate family. The immediate family is defined as mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the employee or the spouse of the employee; or the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law, of the employee or any relative living in the immediate household of the employee. (Mother and father are defined to include stepmother and stepfather.)

14.5 Military Leave. Members of the Unit shall be granted any military leave to which they are entitled, under law, as classified Department employees.

14.6 Industrial Accident and Illness Leave. Unit members who are absent because of industrial (job-related) accident or illness shall be granted up to sixty (60) working days in any one fiscal year for the same accident. This leave will commence on the first day of absence due to industrial accident or illness. Payment for wages lost on any day shall not, when added to an award granted the Unit member under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under

workers' compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

When a Unit member is absent because of a job-related illness or injury, he/ she shall receive full salary for sixty (60) days. (Workers' Compensation plus the amount necessary to equal his daily pay.) If the sixty (60) day industrial leave is exhausted, the Unit member shall be put on regular sick leave. If he is still unable to return to work after exhausting sixty (60) days industrial leave and regular sick leave, he shall be put on vacation leave. Anytime an employee on industrial accident or illness leave is able to return to work, he/she shall be restored to a position within the class to which he/ she was assigned and, if at all possible, to his position with all the rights, benefits, and burdens of a permanent employee. (An employee shall have served six months before becoming eligible for industrial leave, sick leave, and vacation.) Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only as much as his/her accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

14.7 Family Care and Medical Leave. Unit members may be granted unpaid leave consistent with the federal (Appendix 4) and state law (Appendix 5), and Department Policy (Appendix 6).

14.7.1 During this unpaid leave, the Department will continue its regular payment of group insurance premiums for up to 12 weeks. Employee is responsible for their portion of the premium.

14.8 Sick Leave. Every Unit member employed five days a week by the Department shall be entitled to twelve (12) days leave of absence for illness or injury and such additional days, in addition thereto, as the governing board may allow for illness or injury, exclusive of all days he is not required to render service to the Department, with full pay for a fiscal year of service. A unit member, employed five days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12 and the proportionate amount, thereto, authorized by the governing board for Unit employees employed five days a week for a full fiscal year of service.

A Unit member employed less than five days per week shall be entitled,

1 for a fiscal year of service, to that proportion of 12 days leave of absence
2 for illness or injury as the number of days he/she is employed per week
3 bears to five and is entitled to the proportionate amount, consistent with
4 this formula, of such additional days, in addition thereto, authorized by
5 the governing board for Unit employees employed five days a week for
6 a full fiscal year of service. When such persons are employed for less than
7 a full fiscal year of service, this and the preceding paragraph shall
8 determine that proportion of leave of absence for illness or injury to which
9 they are entitled. Pay for any day of such absence shall be the same as
10 the pay which would have been received had the employee served
11 during the day. Credit for leave of absence need not be accrued prior
12 to taking such leave by the employee and such leave of absence may
13 be taken at any time during the year. However, a new employee of the
14 Department shall not be eligible to take more than six days, or the
15 proportionate amount to which he/she may be entitled under this
16 section, until the first day of the calendar month after completion of six
17 months of active service with the Department.

18 If a Unit member does not take the full amount of leave of absence in any
19 year under this section, the amount not taken shall be accumulated from
20 year to year with such additional days as the governing board may allow.
21 The governing board shall adopt rules and regulations requiring and
22 prescribing the manner of proof of illness or injury for the purpose of this
23 section. Such rules and regulations shall not discriminate against
24 evidence of treatment and the need therefore by the practice of the
25 religion of any well-recognized religious sect, denomination, or
26 organization.

27 When a Unit member is absent from his/her duties on account of illness or
28 accident for a period of five months or less, whether or not the absence
29 arises out of or in the course of employment, the employee shall be
30 compensated at 50 percent of the employee's regular salary, regardless
31 if a substitute is provided as per EC 45916. Such additional sick leave shall
32 be exclusive of any other paid leave, holidays, vacation, or
33 compensating time to which the employee may be entitled.

34 14.9 Personal Necessity Leave. Personal Necessity Leave may be granted to
35 Unit members in compliance with the Education Code (Appendix 7) and
36 Department Policy (Appendix 8).

37 14.10 Additional Use of Sick Leave. During any fiscal year, unit members are
38 entitled to use up to one-half of their annual entitlement to sick leave
39 described in Section 14.8 to attend to an illness of a child, parent, or
40 spouse of the employee. For the purposes of this provision, the term
41 "child" is as defined in the labor code (Appendix 9). All conditions and
42 restrictions regarding the use of sick leave shall also apply to this section.

43 14.11 Leave for Study and Training. Leaves without pay for study and training
44 may be granted subject to the approval of the Superintendent and the
45 governing board.

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1 16.2 Probationary employees will become permanent employees after the
2 employee has been employed 6 months or 130 work days. At that time
3 the employee shall be considered permanent and a member of the
4 classified service.

5 16.3 Probationary employees may be terminated without cause and without
6 thirty (30) day notice.

7 16.4 If a classroom, program, or student requires additional staff time and the
8 Department determines it is feasible to do so, the additional time may be
9 first offered to one or more of the current employees in that program on
10 a short-term basis for up to 90 calendar days. If the employee(s) accepts
11 the offer of additional time and the need for the additional time ceases
12 to exist prior to 90 calendar days, the increased work day shall be
13 reduced to its original level, with one week prior notice. If the need for
14 additional time ceases to exist after 90 calendar days, the reduction in
15 the work day shall be pursuant to the layoff procedures in Section XXV.

16 **Article 17. WORK DAY, WEEK, MONTH, AND YEAR**

17 17.1 Work day, work week, work month, and work year shall be designated by
18 the Superintendent.

19 17.2 Meal Period. A non-compensated, scheduled, uninterrupted meal
20 period between thirty (30) to sixty (60) minutes shall be provided all Unit
21 employees who render service of at least six (6) hours. The length of the
22 meal period shall be determined by the Supervisor. The Supervisor shall
23 assign the meal period to be taken at or about the midpoint of each work
24 shift. The meal period for six-hour Unit employees may be waived by
25 written mutual agreement between the Unit employee and supervisor
26 with approval of the appropriate administrator.

27 17.3 Rest Period. A fifteen (15) minute compensated rest period shall be
28 provided members of the Unit for each four (4) hour period of service.

29 17.4 Overtime. Overtime pay or compensatory time off shall be provided
30 employees who are directed by their supervisor to work in excess of eight
31 (8) hours in any one (1) day, or in excess of forty (40) hours in any
32 workweek. Employees with a work week of five (5) consecutive workdays
33 averaging four (4) hours or more per day shall receive overtime
34 compensation for work directed and authorized by the immediate site
35 administrator to be performed on the sixth (6th) and seventh (7th) day
36 following the commencement of the workweek. Employees whose
37 average workday is less than four (4) hours shall receive overtime
38 compensation for work directed and authorized by the site administrator
39 to be performed on the seventh (7th) day following the commencement
40 of the workweek. Upon request of the Unit member, the Department may
41 grant compensatory time equal to time and one-half of the employee's

1 regular rate of pay or compensatory time off at time and one-half of the
2 employee's regular rate of pay. Employees authorized by the
3 Department to work overtime shall take the compensatory time off or be
4 paid, as approved by the Department. If the employee is unable to take
5 the time, or if the Department rejects the employee's request for
6 compensatory time, the Unit member shall be compensated. All overtime
7 shall be recorded on the Unit member's regular time card within the
8 month earned.

- 9 17.5 Extra Time. Extra time is any time worked within the five-day workweek by
10 a part-time Unit member over and above her/his normal part-time work
11 assignment, up to eight (8) hours per day, as directed by the immediate
12 supervisor. Extra time shall be paid at the regular rate of pay, or shall be
13 taken as time off on an hour for hour basis at the request of the Unit
14 member and as approved by the immediate supervisor. All extra time
15 shall be recorded on the Unit member's extra time tracking sheet within
16 the month earned.

17 **Article 18. SALARIES**

- 18 18.1 The classified salary schedule for CSEA unit members shall be revised,
19 which is an approximate 10% increase to the unit as a whole, effective
20 July 1, 2022.

21 18.1.1 Unit members may elect to be paid 11 checks or 12 checks (11
22 checks with a July arrears check) per year. A Payroll Election Form
23 must be received in the payroll office prior to August 15. Election
24 will stay in effect until a new form is submitted. Unit members who
25 do not submit an election form will default to 11 paychecks.

- 26 18.2 All step movements on the salary schedule shall be on July 1. Employees
27 hired between July 1 and December 31 shall have their first step
28 movement on the next July 1. Employees hired between January 1 and
29 June 30 will have their first step movement on the following July 1, i.e.,
30 employee hired on September 1, 2014 will receive step movement on July
31 1, 2015; employee hired on February 3, 2015 will receive step movement
32 on July 1, 2016.

- 33 18.3 Effective July 1, 2014, longevity steps will become salary steps included on
34 the salary schedule

- 35 18.4 Beginning on 7/1/2014, Connie A. Keeter and Teresa L. Estes will be
36 grandfathered and continue to receive Educational Incentive for as long
37 as they are employed with TCDE.

18.5 Degree Incentive. Stipends will be earned for degrees in accordance with the following schedule (only one stipend at the highest level earned will be given):

\$300 A.A.
\$500 B.A.
\$1250 M.A.
\$1500 Ph.D.

18.6 Effective Date. Verification of a degree must be received in the Human Resources Department by August 15 for the annual degree stipend to be implemented in the current school year's payroll.

18.7 Mileage Reimbursement and Insurance Stipend

18.7.1 Mileage reimbursement. An itinerant employee is someone:

- a) whose assignment requires him/her to serve more than one school site per day on a regularly scheduled basis, or
- b) who is given a special assignment by the director which qualifies them for mileage reimbursement under this policy.

Unit members shall receive mileage at the rate specified in the Tehama County Department of Education policy. Mileage will be paid according to any or all of the following conditions:

- a) for miles driven between school sites.
- b) for miles driven by employees whose base of operations originates from the Tehama County Department of Education. (To be mutually determined in the beginning of the school year by the director, the employee, and a designated unit representative.)

Mileage will be paid based upon the County Office mileage chart.

18.7.2 Insurance Stipend. A stipend shall be paid for automobile insurance reimbursement for maintaining insurance coverage at the recommended level of the department's insurance carrier. The stipend shall be \$400.00 per year for full-year itinerant service. For purposes of the insurance stipend, an itinerant employee is a unit member whose assignment requires him/her to serve more than one school site per day on a regularly scheduled basis or on a given day serves a school site which is in excess of 25 miles distance from the County Office. Any change in assignment may result in a proration. Schedules subject to changes within the school year will be reviewed by the Department, the employee, and the designated unit representative by April 30. The parties will review the log of the

year's assignment and calculate the itinerant proration. Payment shall be made as a lump sum with the June payroll. In order to receive the insurance stipend, a unit member serving in an itinerant status and using any privately-owned vehicle, shall be annually required to provide the Human Resource Services office proof of insurance and coverage, on the Privately-Owned Vehicle Insurance Certification Form with a copy of the declaration sheet, or insurance card on or before August 15. This form shall cover all privately-owned vehicles driven by the employee during the course of their duties. A revised form shall be submitted within 30 days of any change in insurance coverage.



Tehama County Department of Education
CSEA Unit Positions
2022-2023

| <u>Range</u> | <u>Position</u> |
|---------------------|---|
| 19 | Car Driver |
| 22 | Braille Transcriber - Entry Level Paraeducator - Alternative Education Communication Facilitator |
| 25 | Health Aide Special Needs Assistant |
| 27 | Day Custodian/Light Maintenance |
| 28 | Night Custodian/Light Maintenance Educational Sign Language Interpreter - Entry Level |
| 30 | Bus Driver |
| 32 | Braille Transcriber I Educational Sign Language Interpreter - I |
| 35 | Braille Transcriber II Educational Sign Language Interpreter II |
| 36 | Intensive Behavior Interventionist Skilled Maintenance Worker |
| 38 | Licensed Vocational Nurse (LVN) |
| 40 | Communication Technology Assistant |
| 41 | Heating, Ventilation & Air Conditioning (HVAC) Mechanic |
| 44 | Behavior Intervention Assistant Braille Transcriber III Certified Occupational Therapy Assistant Communication Therapy Assistant Educational Sign Language Interpreter III Speech-Language Pathologist Assistant |
| 46 | Lead Interpreter |
| 49 | Mechanic |



**Tehama County Department of Education
Classified School Employees Association (CSEA)
2022-2023 Salary Schedule**

Approved & Effective: 7/1/2022

Official: *Richard R. Dy*

| | STEP | | | | | | | | | | | | | | | | | |
|-----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|
| | 1* | 2* | 3* | 4* | 5* | 6* | 7* | 8* | 9 | 10 | 11-13 | 14-16 | 17-19 | 20-22 | 23-25 | 26-28 | 29-31 | |
| 19* | \$14.00 | \$14.35 | \$14.71 | \$15.08 | \$15.45 | \$15.84 | \$16.24 | \$16.64 | \$17.06 | \$17.48 | \$18.01 | \$18.55 | \$19.11 | \$19.68 | \$20.27 | \$20.88 | \$21.50 | |
| 20* | \$14.35 | \$14.71 | \$15.08 | \$15.46 | \$15.85 | \$16.24 | \$16.65 | \$17.07 | \$17.49 | \$17.93 | \$18.47 | \$19.02 | \$19.59 | \$20.18 | \$20.79 | \$21.41 | \$22.05 | |
| 21* | \$14.71 | \$15.08 | \$15.46 | \$15.85 | \$16.24 | \$16.65 | \$17.07 | \$17.49 | \$17.93 | \$18.38 | \$18.84 | \$19.40 | \$19.98 | \$20.57 | \$21.29 | \$21.93 | \$22.59 | |
| 22 | \$15.08 | \$15.46 | \$15.85 | \$16.24 | \$16.65 | \$17.07 | \$17.49 | \$17.93 | \$18.38 | \$18.84 | \$19.40 | \$19.98 | \$20.58 | \$21.20 | \$21.84 | \$22.49 | \$23.17 | |
| 23 | \$15.46 | \$15.85 | \$16.24 | \$16.65 | \$17.06 | \$17.48 | \$17.92 | \$18.37 | \$18.83 | \$19.30 | \$19.88 | \$20.47 | \$21.09 | \$21.72 | \$22.37 | \$23.04 | \$23.74 | |
| 24 | \$15.85 | \$16.24 | \$16.65 | \$17.06 | \$17.48 | \$17.92 | \$18.37 | \$18.83 | \$19.30 | \$19.78 | \$20.38 | \$20.99 | \$21.62 | \$22.26 | \$22.93 | \$23.62 | \$24.33 | |
| 25 | \$16.24 | \$16.65 | \$17.06 | \$17.48 | \$17.93 | \$18.38 | \$18.84 | \$19.31 | \$19.79 | \$20.29 | \$20.89 | \$21.52 | \$22.17 | \$22.83 | \$23.52 | \$24.22 | \$24.95 | |
| 26 | \$16.65 | \$17.05 | \$17.48 | \$17.93 | \$18.37 | \$18.82 | \$19.30 | \$19.78 | \$20.27 | \$20.78 | \$21.40 | \$22.04 | \$22.71 | \$23.39 | \$24.09 | \$24.81 | \$25.56 | |
| 27 | \$17.05 | \$17.48 | \$17.93 | \$18.37 | \$18.83 | \$19.30 | \$19.79 | \$20.28 | \$20.79 | \$21.31 | \$21.95 | \$22.61 | \$23.28 | \$23.98 | \$24.70 | \$25.44 | \$26.21 | |
| 28 | \$17.48 | \$17.92 | \$18.36 | \$18.83 | \$19.30 | \$19.78 | \$20.28 | \$20.79 | \$21.30 | \$21.84 | \$22.49 | \$23.17 | \$23.86 | \$24.58 | \$25.32 | \$26.07 | \$26.86 | |
| 29 | \$17.92 | \$18.36 | \$18.83 | \$19.29 | \$19.77 | \$20.27 | \$20.77 | \$21.29 | \$21.83 | \$22.37 | \$23.04 | \$23.73 | \$24.45 | \$25.18 | \$25.93 | \$26.71 | \$27.51 | |
| 30 | \$18.36 | \$18.83 | \$19.30 | \$19.78 | \$20.28 | \$20.79 | \$21.30 | \$21.84 | \$22.38 | \$22.94 | \$23.63 | \$24.34 | \$25.07 | \$25.82 | \$26.60 | \$27.39 | \$28.22 | |
| 31 | \$18.83 | \$19.29 | \$19.77 | \$20.28 | \$20.76 | \$21.28 | \$21.81 | \$22.36 | \$22.92 | \$23.49 | \$24.20 | \$24.92 | \$25.67 | \$26.44 | \$27.23 | \$28.05 | \$28.89 | |
| 32 | \$19.28 | \$19.77 | \$20.27 | \$20.77 | \$21.29 | \$21.82 | \$22.36 | \$22.92 | \$23.50 | \$24.08 | \$24.81 | \$25.55 | \$26.32 | \$27.11 | \$27.92 | \$28.76 | \$29.62 | |
| 33 | \$19.77 | \$20.27 | \$20.77 | \$21.29 | \$21.82 | \$22.36 | \$22.92 | \$23.50 | \$24.08 | \$24.69 | \$25.43 | \$26.19 | \$26.97 | \$27.78 | \$28.62 | \$29.48 | \$30.36 | |
| 34 | \$20.27 | \$20.77 | \$21.30 | \$21.82 | \$22.36 | \$22.92 | \$23.49 | \$24.08 | \$24.68 | \$25.30 | \$26.06 | \$26.84 | \$27.65 | \$28.48 | \$29.33 | \$30.21 | \$31.12 | |
| 35 | \$20.77 | \$21.29 | \$21.82 | \$22.37 | \$22.92 | \$23.50 | \$24.08 | \$24.69 | \$25.30 | \$25.93 | \$26.71 | \$27.51 | \$28.34 | \$29.19 | \$30.07 | \$30.97 | \$31.90 | |
| 36 | \$21.29 | \$21.82 | \$22.37 | \$22.92 | \$23.51 | \$24.09 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.39 | \$28.22 | \$29.06 | \$29.93 | \$30.83 | \$31.76 | \$32.71 | |
| 37 | \$21.82 | \$22.37 | \$22.92 | \$23.51 | \$24.09 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.26 | \$28.08 | \$28.92 | \$29.79 | \$30.68 | \$31.60 | \$32.55 | \$33.53 | |
| 38 | \$22.37 | \$22.92 | \$23.51 | \$24.09 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.78 | \$29.64 | \$30.53 | \$31.45 | \$32.39 | \$33.37 | \$34.37 | |
| 39 | \$22.92 | \$23.51 | \$24.09 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.50 | \$30.39 | \$31.30 | \$32.24 | \$33.20 | \$34.20 | \$35.23 | |
| 40 | \$23.51 | \$24.09 | \$24.70 | \$25.31 | \$25.96 | \$26.60 | \$27.27 | \$27.95 | \$28.65 | \$29.37 | \$30.25 | \$31.15 | \$32.09 | \$33.05 | \$34.04 | \$35.06 | \$36.12 | |
| 41 | \$24.09 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.36 | \$30.09 | \$30.99 | \$31.92 | \$32.88 | \$33.87 | \$34.88 | \$35.93 | \$37.01 | |
| 42 | \$24.70 | \$25.31 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.36 | \$30.09 | \$30.84 | \$31.77 | \$32.72 | \$33.70 | \$34.71 | \$35.76 | \$36.83 | \$37.93 | |
| 43 | \$25.30 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.36 | \$30.09 | \$30.84 | \$31.61 | \$32.56 | \$33.54 | \$34.55 | \$35.58 | \$36.65 | \$37.75 | \$38.88 | |
| 44 | \$25.95 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.36 | \$30.09 | \$30.84 | \$31.61 | \$32.40 | \$33.38 | \$34.38 | \$35.41 | \$36.47 | \$37.57 | \$38.69 | \$39.85 | |
| 45 | \$26.60 | \$27.26 | \$27.94 | \$28.64 | \$29.35 | \$30.09 | \$30.84 | \$31.61 | \$32.40 | \$33.21 | \$34.20 | \$35.23 | \$36.29 | \$37.38 | \$38.50 | \$39.65 | \$40.84 | |
| 46 | \$27.26 | \$27.94 | \$28.64 | \$29.35 | \$30.10 | \$30.85 | \$31.62 | \$32.41 | \$33.22 | \$34.06 | \$35.08 | \$36.13 | \$37.21 | \$38.33 | \$39.48 | \$40.66 | \$41.88 | |
| 47 | \$27.94 | \$28.64 | \$29.36 | \$30.10 | \$30.84 | \$31.61 | \$32.40 | \$33.21 | \$34.04 | \$34.89 | \$35.94 | \$37.01 | \$38.12 | \$39.27 | \$40.45 | \$41.66 | \$42.91 | |
| 48 | \$28.64 | \$29.35 | \$30.09 | \$30.83 | \$31.60 | \$32.39 | \$33.20 | \$34.03 | \$34.88 | \$35.76 | \$36.83 | \$37.93 | \$39.07 | \$40.24 | \$41.45 | \$42.69 | \$43.97 | |
| 49 | \$29.35 | \$30.10 | \$30.84 | \$31.61 | \$32.40 | \$33.21 | \$34.04 | \$34.89 | \$35.76 | \$36.66 | \$37.76 | \$38.89 | \$40.06 | \$41.26 | \$42.49 | \$43.77 | \$45.08 | |
| 50 | \$30.09 | \$30.83 | \$31.60 | \$32.40 | \$33.21 | \$34.04 | \$34.89 | \$35.77 | \$36.66 | \$37.58 | \$38.70 | \$39.86 | \$41.06 | \$42.29 | \$43.56 | \$44.87 | \$46.21 | |

Stipends:

\$300 A.A.
\$500 B.A.
\$1,250 M.A.
\$1,500 Ph.D. Only one stipend at the highest level will be awarded.

TCDE contributes a maximum of \$17,760 per year for full-time (8 hours/12 months) employees towards health benefits for family coverage. TCDE contribution is prorated for employees less than full-time.

* Ranges and steps above marked with * will be paid at current State Minimum wage levels per SB3 *

*Due to SB3, California State Minimum Wage Order, MW-2017, TCDE is required to comply with the minimum wage increases.
The wages highlighted above will be paid at least minimum wage levels indicated below effective January 1 of any given year.

Scheduled Wage Increases (If no increases are paused**)
January 1, 2022 \$15.00

January 1, 2023 \$15.50

**A pause would occur if negative economic or state budgetary conditions present themselves

Article 19. FRINGE BENEFITS

19.1 For the purposes of required benefits a full-time employee is an employee that works 8 hours per day, 12 months per year (260 days per year).

19.2 For each full-time employee the Department will contribute the following toward the monthly health and welfare premium benefits:

| | |
|---------------------|---------|
| Employee only | \$544 |
| Employee plus one | \$1,082 |
| Employee and family | \$1,480 |

For part-time employees, the Department's contribution will be prorated.

19.3 The monthly contribution will be applied to benefits in the following order:

Medical insurance premium

Dental insurance premium

Vision insurance premium

Life insurance premium

19.4 All Unit members are eligible to purchase American Fidelity income protection at their own expense.

19.5 All participating Unit members agree to have the balance of the monthly premiums for medical, dental, vision, and life insurance benefits deducted from his/her salary warrant.

19.6 The participation of the department employees in the medical, dental, vision, and life benefit programs shall be in compliance with all requirements of the designated benefit providers.

19.7 The Department and the Unit agree to convene a joint committee, as needed, for the purpose of studying benefit options and containing costs to Unit members and the Department. The committee shall study options available within the current health care environment.

Article 20. CALENDAR/HOLIDAYS

20.1 The work year calendars shall consist of at least 182 days for instructional support personnel and other unit members who work a school year. Specific dates shall be determined by the Supervisor of Special Schools and Services to correlate with district sites.

Effective November 1, 2018 the Bus Driver position work days will be 202 annual work days.

20.2 Unit members shall be entitled to the following paid holidays and any additional mandated paid holidays that may be declared by the legislature, government or President:

Legal New Year's Day

Legal Martin Luther King Day

Legal Lincoln Day

Legal Washington Day

Legal Memorial Day

Legal Independence Day

Legal Labor Day

Legal Veteran's Day

Legal Thanksgiving Day

Local Day after Thanksgiving Day

Legal Admissions Day: to be determined by the individual Unit member with prior Department approval

Local Day before Christmas Day

Legal Christmas Day

Local Day before New Year's Day

20.3 In order to qualify for a paid holiday, the employee must be in paid status on the working day before or the working day after the designated holiday or recess period as defined in the Education Code (Appendix 10).

20.4 Admissions Day for Unit employees shall be determined by each individual Unit member with prior Department approval. Unit members addressed in section 20.1 shall receive an extra day's pay in lieu of the holiday.

Article 21. ANNUAL VACATIONS

21.1 With the approval of the superintendent, vacation may be taken by permanent full-time and part-time employees at any time during the year. No more than fifteen (15) days vacation shall be taken at any one time without the approval of the Associate Superintendent or the County Superintendent. No more than ten days of vacation may be carried beyond August 31 without prior written approval of the County Superintendent. Earned vacation shall not become a vested right until completion of the initial six months of employment. Vacation shall not be

1 earned by substitute, short-term, or limited-term employees unless such
2 employees are specifically included by the Superintendent.

- 3 21.2 Vacation is earned at the rate of 1-1/4 days for each month in which the
4 employee is in paid status for more than one-half the working days in the
5 month and is regularly employed for five days per week, seven to eight
6 hours a day (i.e., an 8 hour/12 month employee would earn 15 days of
7 vacation per year). Vacation will be prorated for employees who work
8 less than one-half the working days per month at the rate of .06073 per
9 each hour of paid service.

| <u>Hours Worked</u> | <u>Amount Earned Monthly</u> |
|---------------------|------------------------------|
| 8 | 10 hours |
| 7 | 8 hours and 45 minutes |

13 Regular employees who work less than seven to eight hours per day shall
14 earn vacation at the rate of .06073 for each hour of paid service. (i.e., a 6
15 hour/10 month employee would earn 10.93 days of vacation per year)
16 Employees who follow a school calendar will have their vacation pay
17 included in their monthly salary and not available for use during the school
18 year.

- 19 21.3 Longevity Benefit. A longevity benefit of one additional vacation day per
20 each five year period of continuous employment shall be granted by the
21 Superintendent to permanent full-time and permanent part-time,
22 calendar year classified employees up to a maximum of six (6) additional
23 days per year. The effective date shall be based on the anniversary date
24 of the employee.

25 **Article 22. WORK IN HIGHER CLASSIFICATION**

- 26 22.1 Any employee in the Unit who works in a higher paid classification at
27 his/her supervisor's request for a period which exceeds five (5) working
28 days during a fifteen (15) calendar day period shall have his or her pay
29 adjusted upward for that period of time working in the higher
30 classification. The adjusted pay shall be to the beginning step of the
31 higher classification except in no event shall it be lower than the Unit
32 member's present pay.

33 **Article 23. FLEXIBLE WORK SITES**

- 34 23.1 Within the work day, work site assignments of instructional personnel shall
35 be flexible to accommodate changing program needs.

36 **Article 24. SENIORITY**

- 37 24.1 Seniority shall be based on hire date within the classification. The
38 Department shall provide California School Employees Association with a
39 hire date seniority list each October. In case of layoff, the Department

1 shall provide California School Employees Association with an updated
2 list of classifications affected forty-five (45) days prior to layoff.

3 **Article 25. LAYOFF**

4 25.1 Layoff procedure shall follow the Education Code (Appendix 11).

5 25.2 Order of Layoff. In the event of a layoff, the order of layoff within the class
6 shall be determined by seniority. The employee who has been employed
7 the shortest time in the class, plus higher classes, shall be laid off first
8 (Appendix 12).

9 **Article 26. GRIEVANCE PROCEDURE**

10 26.1 Section 1: Definitions

11 26.1.1 Grievance—A grievance is a complaint by an employee or the
12 Association alleging there has been a violation, misapplication, or
13 misinterpretation of specific provision(s) of this Agreement.

14 26.1.2 Employee—An employee is an employee of either the Tehama
15 County Superintendent of Schools/Tehama County Board of
16 Education who is a member of the Unit covered by this contract.

17 26.1.3 Grievant—A grievant is an employee or the Association who has
18 filed a grievance.

19 26.1.4 Immediate Supervisor—An immediate supervisor is the person
20 designated by the superintendent as having immediate jurisdiction
21 over the grievant.

22 26.1.5 Day—A day is any day in which the office of the Department of
23 Education is open for business.

24 26.2 Section 2: Conditions

25 26.2.1 If a grievance arises from any action of a person at a level higher
26 than the employee's immediate supervisor, the grievant may begin
27 such grievance at Level Two of this procedure. The grievant shall
28 observe the time lines of Level One.

29 26.2.2 All documents dealing with the processing of a grievance shall be
30 filed separately from the personnel files of the participants.

31 26.2.3 No employee shall use this grievance procedure to dispute any
32 action which is governed by the Education Code's permanent
33 employee laws.

1 26.2.4 Time limits provided in this grievance procedure may be extended
2 by mutual written agreement.

3 26.2.5 Until final disposition of a grievance, the grievant shall comply with
4 the original directive of his or her supervisor.

5 26.2.6 A conference may be requested by either party at each level of the
6 procedure.

7 26.3 Section 3: Appearance and Representation

8 26.3.1 Hearings under this procedure shall be conducted at a time and
9 place which will afford a fair and reasonable opportunity for all
10 persons, including witnesses entitled to attend. If any grievance
11 meeting or hearing must be scheduled during the work day, any
12 employee required by either party to participate as a grievant,
13 witness, or representatives of a grievant in such meeting or hearing
14 shall be released from his/her duties without loss of pay for a
15 reasonable amount of time.

16 26.3.2 A grievant may be represented at any step of the grievance
17 procedure by the exclusive representative.

18 26.3.3 Any employee may present grievances without the intervention of
19 the Association provided the resolution of the grievance is not
20 inconsistent with the terms of this Agreement. The Board, the
21 Superintendent, Associate Superintendent, or immediate
22 Supervisor(s) shall not agree to the resolution of a grievance until the
23 Association exclusive representative has received a copy of the
24 grievance and the proposed resolution and has been given the
25 opportunity to file a response. If the Association chooses to respond,
26 it shall do so within ten (10) days.

27 26.3.4 At any level of the grievance procedure the grievant may elect in
28 writing to represent himself/herself rather than have California
29 School Employees Association provide representation. If the
30 grievant elects to represent himself/herself at any step, California
31 School Employees Association shall be relieved of any further
32 obligation of representation and shall be relieved of any further
33 obligation to share in any further expense of the grievance
34 procedure including the costs of arbitration.

35 26.4 Section 4: Procedures

36 26.4.1 Informal Level. An employee who believes he/she has a grievance
37 may discuss the situation with his/her immediate supervisor with the
38 objective of resolving the matter informally.

- 1 26.4.2 Level One. (a) The formal grievance procedure shall begin with the
2 presentation in writing of the grievance on the grievance form to the
3 immediate supervisor or submit pursuant to Section 26.2.1 of this
4 article by the employee within fifteen (15) days after the employee
5 knew of the grievable situation. (b) If the aggrieved person is not
6 satisfied with the disposition of the grievance at Level One, or if no
7 written decision has been given in ten (10) days after presentation
8 of the grievance, he/she may within ten (10) days file the grievance
9 with the next level supervisor.
- 10 26.4.3 Level Two. (a) If the grievant is not satisfied with the disposition of the
11 grievance at Level One, he/she may file the grievance in writing with
12 the Associate Superintendent according to Level One, (b). (b) If the
13 aggrieved person is not satisfied with the disposition of the grievance
14 at level Two, or if no written decision has been given in ten (10) days
15 after the presentation of the grievance, he/she may within ten (10)
16 days thereafter, file the grievance with the County Superintendent.
- 17 26.4.4 Level Three. If the grievant is not satisfied with the disposition of the
18 grievance at Level Two, or if no written decision has been given in
19 ten
- 20 26.4.5 (10) days after the presentation of the grievance, he/she may within
21 ten (10) days thereafter file the grievance in writing to the County
22 Superintendent.
- 23 26.4.6 Level Four: Option A—If the aggrieved person is not satisfied with the
24 disposition of the grievance at Level Three, or if no written decision
25 has been given in ten (10) days after the presentation of the
26 grievance, he/she may within ten (10) days thereafter file the
27 grievance with the County Board of Education. The grievant shall
28 notify the County Superintendent by 1 p.m. Wednesday preceding
29 the monthly board meeting and shall be placed on the agenda.
30 The board shall then hold a hearing at the board meeting. Within
31 ten (10) days after the hearing, the board will issue its decision in
32 writing to the grievant.
- 33 26.4.7 Level Four. Option B—In the event the grievance is not satisfactorily
34 adjusted with the County Superintendent, the grievant may within
35 ten (10) days request in writing to the County Superintendent that
36 the grievance be submitted to advisory arbitration. The parties shall
37 immediately attempt to select a mutually acceptable arbitrator
38 either from lists to be developed by the parties, or request the State
39 Conciliation Service to supply a list of five persons. Each party shall
40 alternately strike a name until one remains who shall become the
41 arbitrator. After a hearing of the evidence and after both parties
42 have had an opportunity to make written arguments, the arbitrator
43 shall submit his recommendations containing findings and facts to

the grievant and the County Board. The County Board shall give its decision at the first regular board meeting after receiving the arbitrator's recommendations provided a minimum of ten (10) days can elapse between receipt of the recommendations and the board meeting. Advisory arbitration is not mandatory and does not prohibit the grievant from pursuing the grievance to the County Board. If the grievant chooses to proceed directly to the County Board, he/she shall waive his/her right to advisory arbitration. The cost of the arbitration and his/her miscellaneous costs shall be born equally by the parties.

Article 27. CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

27.1 Placement in Classification. Every bargaining unit position shall be placed in a classification.

27.2 New Positions or Classification of Positions. All newly created positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any disputes over positions shall be submitted to the Public Employee Relations Board (PERB).

27.3 Reclassification. Either party may propose a reclassification at any time during the life of the Agreement for any position. If a reclassification is proposed, California School Employees Association shall be notified of the request and of the Superintendent's intent prior to final action.

27.4 Abolition of a Position or Classification. If the Superintendent proposes to abolish a Unit position the Association shall be notified in writing and the parties shall meet and negotiate.

Article 28. EXTENDED YEAR

28.1 Extended year special education positions shall be considered optional-voluntary, short-term employment and not as an extension of the regular work year assignment. For example, employees working during the extended year session may be assigned to work more or less hours than they work during the regular year.

28.2 Extended year special education positions will be announced. Announcements will, to the degree possible, specify the daily number of hours, or the range of possible hours, for each position.

28.3 Current Department applicants for Extended Year assignments shall be considered prior to any non-Department applicants. Assignments within the program will be determined by the designated special education administrator based upon: enrollment, student needs, and type of program. The Department shall develop assignment procedures for

1 selection of unit members for extended year. Those procedures shall be
2 made available to every current unit member. If an excess of current
3 employee applications for an assignment are received, selection shall be
4 rotated from year to year. Seniority shall not serve as a basis for extended
5 year assignments.

6 28.4 The overall staffing level for special education extended year will be
7 adjusted annually to ensure consistency with state and federal financial
8 support of the program.

9 **Article 29. BUS DRIVERS**

10 29.1 Unit members on special trips, including but not limited to athletic events,
11 field trips, and curricular trips, who are required to remain on standby for
12 the duration of the event for which the special trip is made, shall be paid
13 for all standby hours at their regular rate of pay. Whenever any
14 combination of driving and standby hours in a day exceed the eight hour
15 day, all additional hours, which shall not exceed sixteen hours (total), shall
16 be compensated at the appropriate overtime rate pursuant to Article
17 17.4: Overtime.

18 29.2 Notwithstanding any other provisions of this Agreement, if a special trip
19 required an overnight stay, the Department shall be relieved of the
20 obligation of payment for any hours between the time a bus driver is
21 relieved of duties for the evening and the time duties resume the following
22 morning.

23 29.3 Bus Driver Trainer to be paid at Range 40, at the employee's current step
24 only while giving training at the request of the Department.

25 29.4 Permanent a.m. and p.m. bus routes shall be assigned within three (3)
26 weeks after the beginning of the school year with consideration for
27 Department efficiency. If a driver selects a shorter route than his/her
28 seniority entitles, that driver will be paid for the shorter route.

29 29.5 All additional daily hours, (example: lunch runs, inter-school movement,
30 etc.) shall be offered to the drivers on the basis of seniority and with
31 consideration for Department efficiency.

32 29.6 All field trips shall be offered on a rotation basis, to all drivers, beginning
33 with the most senior driver and with consideration for Department
34 efficiency.

35 29.7 If all offers of routes, additional hours, and field trips are declined, they
36 shall be assigned at the discretion of the supervisor.

37 29.8 Any new bus driver will be paid for actual hours worked effective
38 November 13, 1989.

Article 30. MANAGEMENT RIGHTS

30.1 It is understood and agreed that the County Superintendent of Schools and the County Board of Education retain all their powers and authority to direct, manage, and control to the full extent of the law including: the right to exercise their powers, rights and authorities, duties, and responsibilities; the right to develop and set budget priorities; the right to adopt policies, rules, regulations, and practices which shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law; and the right to amend, modify, or rescind policies of the Department in cases of officially declared emergencies or damaging natural events over which the parties have no control.

1 IN WITNESS WHEREOF, the parties have executed this Agreement upon completion of the
2 negotiations for the 2022-2023 school year:

3


For the Department of Education:

For the Association:



RICHARD DUVARNEY
County Superintendent of Schools

Date 10/10/22



CSEA, Chapter #406

Date 10-07-2022



CSEA Labor Representative

Date 10/4/22

4

APPENDIX

The following are the materials as referenced in the 2022 – 2023 Agreement between CSEA and the Department:

- APPENDIX 1** Education Code 45168 Deduction of Fees
- APPENDIX 2** SELPA Policy and State and Federal Law: Physical Control
- APPENDIX 3** Classified Employee Performance Evaluation Report
- APPENDIX 4** Code of Federal Regulations, Title 29: Family and Medical Leave Act of 1993
- APPENDIX 5** California Family Rights Act of 1991; Government Code 12945.2: Fair Employment and Housing Act; Discrimination Prohibited
- APPENDIX 6** Tehama County Department of Education Superintendent Policy AR #4161.8
- APPENDIX 7** Education Code 45191: Leaves; illness or injury
- APPENDIX 8** Tehama County Department of Education Superintendent Policy AR #4161.2
- APPENDIX 9** Labor Code #233 Additional use of sick leave
- APPENDIX 10** Education Code 45203: Holidays
- APPENDIX 11** Education Code 45117: Notice of lay off
- APPENDIX 12** Education Code 45298: Reemployment rights

State of California

EDUCATION CODE

Section 45168

45168. (a) (1) Except as provided in subdivision (b), the governing board of each public school employer when drawing an order for the salary or wage payment due to a classified employee of the employer may, without charge, reduce the order by the amount that it has been requested in a revocable written authorization by an employee who is a member of the bargaining unit to deduct for the payment of dues in, or for any other service provided by, any employee organization or bona fide association, whose membership consists, in whole or in part, of employees of that employer, and that has as one of its objectives improvements in the terms or conditions of employment for the advancement of the welfare of those employees. Any revocation of a written authorization shall be in writing and shall be effective provided the revocation complies with the terms of the written authorization.

(2) The revocable written authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. Whenever there is an increase in the amount required for the payment to the employee organization, the employee organization shall provide the employee with adequate and necessary data on the increase at a time sufficiently before the effective date of the increase to allow the employee an opportunity to revoke the written authorization, if desired and permitted by the terms of the written authorization. The employee organization shall provide the school district with notification of the increase at a time sufficiently before the effective date of the increase to allow the employer an opportunity to make the necessary changes and with a copy of the notification of the increase that has been sent to all concerned employees.

(3) Upon receipt of a properly signed authorization for payroll deductions by a classified employee pursuant to this section, the governing board shall reduce the employee's pay warrant by the designated amount in the next pay period after the governing board receives the notification.

(4) The governing board shall, on the same designated date of each month, draw its order upon the funds of the employer in favor of the employee organization designated by the employee for an amount equal to the total of the respective deductions made with respect to the employee organization during the pay period.

(5) The governing board shall not require the completion of a new deduction authorization when a dues increase has been effected or at any other time without the express approval of the concerned employee organization.

(6) The governing board shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to

the employee organization rather than to the governing board. The employee organization shall be responsible for processing these requests. The governing board shall rely on the information provided by the employee organization to cancel or change authorizations, and the employee organization shall indemnify the public school employer for any claims made by the employee for deductions made in reliance on that information.

(7) A classified or recognized employee organization that certifies that it has and will maintain individual employee authorizations shall not be required to submit to the governing board of a public school employer a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The employee organization shall indemnify the public school employer for any claims made by the employee for deductions made in reliance on its notification.

(b) The governing board of each public school employer when drawing an order for the salary or wage payment due to a classified employee of the employer may, without charge, reduce the order for the payment of dues to, or for any other service provided by, the certified or recognized employee organization of which the classified employee is a member, or for the payment of service fees to the certified or recognized employee organization as required by an organizational security arrangement between the exclusive representative and a public school employer as provided under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. However, the organizational security arrangement shall provide that any employee may pay service fees directly to the certified or recognized employee organization in lieu of having the service fees deducted from the salary or wage order.

(c) This section shall apply to public school employers that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

(Amended by Stats. 2018, Ch. 53, Sec. 2. (SB 866) Effective June 27, 2018.)

SELPA Guideline**Behavior Intervention Procedures for Special Education Students**

In the case of a child whose behavior impedes his or her learning or that of others, IEP Teams are to consider, if appropriate, strategies, including appropriate positive behavior interventions, strategies and supports to address the behavior, including the implementation of a behavior plan. Procedures relative to behavior assessments and behavior plans are addressed in both federal and state statutes and regulations. Decisions regarding the implementation of behavior intervention procedures are the responsibility of the IEP Team.

Federal Requirements for Behavior Interventions (IDEA)

The IDEA requires that schools provide “functional behavior assessments” and “behavior intervention plans” for students, but offers little guidance in terms of definitions or procedures. Specifically, the statute requires that students must “receive, as appropriate, a functional behavior assessment, behavior intervention services and modifications that are designed to address the behavior so that it does not recur.”

Following are generally accepted principles regarding the provision of behavior assessments and behavior plans referred to in the federal statutes and regulations:

1. A functional behavior assessment and the behavior plan resulting from that assessment shall be based on methodology individually designed for the individual with exceptional needs and the behavior being addressed. A functional behavior assessment may utilize review of records, interviews, behavior assessment scales, and may include observation of pupil behavior and/or environmental conditions, to analyze retrospectively the function a specific behavior, often having occurred only once, may have served for the pupil.
2. A functional behavior assessment shall be conducted for behavior that has resulted in disciplinary suspensions beyond 10 cumulative days in a school year or disciplinary removal to an interim alternative educational setting and when recommended by an IEP Team as a result of a manifestation determination.
3. A behavior intervention plan shall be considered by the individualized education program team whenever behavior is present that the team believes is impeding the learning of the pupil or his or her peers, including following a functional behavioral assessment in which the individualized education program team finds that instructional and/or behavioral approaches are warranted to address problem behavior.
4. A behavior intervention plan shall be part of a pupil's individualized education program and shall specify environmental and instructional changes and other techniques and strategies including positive behavioral interventions, strategies and supports. If a behavior intervention plan is not effective, the individualized education program (IEP) team will meet and consider modification to the plan. A behavior plan that only specifies consequences for infractions shall not be considered either a behavior intervention plan or a supplementary aid and support service.

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5. All staff working with the pupil shall have access to the pupil's behavior intervention plan.

Note: Procedural Guidelines and sample forms for conducting functional behavior assessments and for writing behavior intervention plans are available from the PENT website.

Definitions

Serious Behavioral Problems - are behaviors that are self-injurious, assaultive or cause property damage, and other severe behavior problems that are pervasive and maladaptive for which instructional/behavioral approaches specified in the student's individualized education program (IEP) are found to be ineffective.

A continuum of behavioral interventions is included in the appendix (See Appendix A).

Behavior Intervention Plan - is a written document that is developed when the student exhibits a serious behavior problem that significantly interferes with the implementation of the student's IEP.

Functional Behavior Assessment

When a special education student's serious behavioral problem significantly interferes with implementing the goals and objectives of his/her IEP, the student's IEP team should determine whether the instructional/behavioral approaches specified in the student's IEP have proven ineffective.

Functional behavior assessment personnel should gather information from three sources: direct observation, interviews with significant others, and review of available data such as assessment reports prepared by other professionals and other individual records.

1. Systematic observation and analysis of the targeted behavior to obtain:
 - Definition of targeted behavior in observable, measurable terms
 - Description of frequency, duration, and intensity
 - Immediate antecedent events
 - Consequences following the targeted behavior
 - Determine function
 - Determine communicative intent
 - Replacement behavior serving same function as targeted behavior

SELPA Guideline

2. Ecological analysis of the settings in which the behavior occurs:
 - Physical setting
 - Social setting
 - Nature and variety of activities
 - Nature of instruction
 - Scheduling
 - Quality of interactions and communication
 - Degree of independence
 - Degree of participation
 - Degree of choice
3. Review of records for health and medical factors which may influence behaviors.
4. Review of the history of the behavior to include the effectiveness of previously used interventions.
5. Determine possible reinforcers.

Following the assessment, a written report of the assessment results should be prepared and a copy shall be provided to the parent. The report should include all of the following:

1. Statement of age, handicapping condition(s) and current class placement(s)
2. Reason for referral
3. Developmental, cognitive, and communication abilities specified
4. Description of nature and severity of the targeted behavior in objective and measurable terms (from direct observation). Also, include information gained from other sources (e.g. parent /staff interview).
 - Baseline frequency
 - Analysis and summary of antecedent and consequence data
 - Hypothesis of function and communicative intent
5. Description of nature of alternative behaviors (from direct observation). Also include information gained from other sources (e.g. parent /staff interview).
 - Baseline frequency
 - Analysis and summary of antecedent and consequence data
6. Reinforcers specific to the student identified
7. Ecological Analysis of the settings in which the behavior occurs
8. Review of the history of the behavior and previous Interventions
9. Health and medical considerations
10. Recommendations for consideration by the IEP team which may include a proposed behavior intervention plan

Behavioral Intervention Plan

Based on the functional behavior assessment, the IEP team shall meet to determine whether a behavioral intervention plan is needed. If such a plan is needed, the IEP team should be

SELPA Guideline

expanded to include qualified staff knowledgeable of the student's individual and health needs, and others with expertise as deemed necessary by the parent/guardian, or district team. This team shall develop a written behavioral intervention plan that includes:

1. A summary of relevant and determinative information gathered from the information gathered from the functional analysis assessment.
2. An objective and measurable description of the targeted maladaptive behavior(s) and replacement positive behavior(s).
3. The student's goals and objectives specific to the behavioral intervention plan.
4. A detailed description of interventions to be used and the circumstances for their use.
5. Specific schedules for recording the frequency of intervention use and the frequency of the targeted and replacement behaviors, including specific criteria for discontinuing an intervention for lack of effectiveness or replacing it with a specified and identified alternative.
6. Criteria by which the procedure will be faded or phased-out, or less intense/restrictive intervention schedules or techniques that will be used.
7. Those behavioral interventions that will be used in the home, residential facility, work site or other non-educational settings.
8. Specific dates when the IEP team will periodically review the efficacy of the program.
9. The frequency of the consultation to be provided by the behavioral intervention case manager to the staff and parents/guardians who are responsible for implementing the plan.

Based on the results of the assessment, interventions specified in the plan may include:

1. Altering the identified antecedent event to prevent the occurrence of the behavior.
2. Teaching the student alternative behaviors that produce the same consequences as the inappropriate behavior.
3. Teaching the student adaptive behaviors that ameliorate negative conditions that promote the display of inappropriate behaviors.
4. Manipulating the consequences for the display of inappropriate behaviors and alternative, acceptable behaviors, so that the alternative behaviors more effectively produce desired outcomes.

Note: A continuum of interventions is included in the appendix.

Acceptable responses to targeted behavior may include, but are not limited to, one or more of the following:

1. The behavior is ignored, but not the student.
2. The student is verbally, or verbally and physically, redirected to an activity.
3. The student is provided with feedback.
4. The message of the behavior is acknowledged.

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5. A brief physical prompt is provided to interrupt or prevent aggression, self-abuse or property destruction.

The behavior intervention plan shall become a part of the student's IEP and shall be sufficiently detailed so as to direct the plan's implementation.

A copy of the behavioral intervention plan shall be provided to the person or agency responsible for implementation in non-educational settings.

Evaluation/Review

At intervals scheduled by the IEP team, parent/guardian and others as appropriate, shall evaluate the effectiveness of the behavioral intervention plan according to the schedule in the IEP and through the following procedures:

- Baseline data of the targeted behavior taken during the functional analysis behavioral assessment shall serve as the standard for comparison
- Current measures of the target behavior shall serve as the measurement of change
- Documentation of behavior interventions as specified in the IEP shall serve as evidence of program implementation

If the IEP team determines that changes in the behavioral intervention plan are necessary, the teacher and/or other assessors shall, if necessary, conduct additional assessments and, based on the outcomes, propose changes to the plan.

Modifications

The parent/guardian and the teacher may make minor modifications without an IEP team meeting. The parent/guardian shall be notified of the need for modification and shall be able to review the existing program evaluation data prior to implementing the modification. Parent/guardians shall be informed of their right to question any modification to the plan through the IEP procedures. The IEP team also may include in the plan contingency schedules for altering specified procedures, their frequency or their duration, without reconvening the IEP team.

Emergency Interventions

Whenever a student exhibits a serious behavior problem, which has not been previously observed and for which a BIP has not been written, or for which a previously designed BIP is not effective, properly trained staff may apply emergency interventions. Emergency interventions may only be used when necessary to control unpredictable, spontaneous behavior which poses a clear and present danger of serious physical harm to the student or others, and which cannot be

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immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for systematic behavioral intervention plans.

Only emergency interventions approved by the SELPA may be used (See Appendix B). Only staff with documented training in SELPA approved techniques may administer emergency interventions. No emergency intervention shall be used for longer than is necessary to contain the behavior. Upon prolonged use of an emergency intervention, staff shall seek assistance of the principal or law enforcement agency, as applicable to the situation.

Reporting Procedures

Parents/guardians shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A behavior incident/emergency report shall immediately be completed, placed in the student's confidential file, and a copy forwarded to the SELPA office.

This report shall include:

1. The name and age of the student.
2. The setting and location of the incident.
3. The name of the staff or other persons involved.
4. A description of the incident and the non-violent physical crisis and/or team intervention used.
5. A statement of whether the student is currently engaged in a systematic behavioral intervention plan.
6. Details of any injuries sustained by students or others, including staff, as a result of the incident.

If the behavior emergency report is for a student who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a functional analysis assessment, and determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting an assessment and/or not developing an interim plan.

If the behavior emergency report is for a student who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem, or where a previously designed intervention is not effective, shall be referred to the IEP team. The IEP team shall review the incident and determine whether the student's plan needs to be modified.

Note: A sample report form is included in the Appendix.

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Prohibited Interventions

The following interventions are prohibited:

1. Any intervention designed or likely to cause physical pain.
2. Releasing noxious, toxic or otherwise unpleasant sprays, mists or substances near the student's face.
3. Any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort or access to the bathroom.
4. Any intervention that subjects the student to verbal abuse, ridicule, humiliation or excessive emotional trauma.
5. Use of any material or objects that simultaneously immobilize all hands and feet, except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention.
6. Locked seclusion, unless in a facility otherwise licensed or permitted by law to use a locked room.
7. Any intervention that precludes adequate supervision of the student.
8. Any intervention that deprives the student of one or more of his/her senses.
9. Force exceeding what is reasonable and necessary under the circumstances.

Legal References:

CALIFORNIA EDUCATION CODE:

EC 49001 Prohibition of corporal punishment

EC 56500-56508 Procedural safeguards, including due process rights

EC 56521.1-.2 Behavioral emergency interventions

CALIFORNIA CODE OF REGULATIONS

5 CCR 3001 Definitions

5 CCR 3052 Designated positive behavioral interventions

FEDERAL STATUTE

20 USC Section 1412 State eligibility

20 USC Section 1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS

34 CFR 300.1 – 300.756 Assistance to states for the education of students with disabilities

SELPA Guideline**Appendix A****Continuum of Interventions**

Systematic, positive behavioral management strategies must always be implemented before moving to a more restrictive method of intervention. The educational environment should be evaluated in terms of the meaningfulness, appropriateness and accessibility of learning. It is important to remember that each student's perception of what is restrictive is unique. What may be highly restrictive to one student may not be very restrictive to another. The goal should always be to use strategies which enhance the student's life in the least intrusive and most natural way and to plan for the use of less restrictive procedures as soon as possible.

A restrictive procedure is different from a general classroom procedure which is used with all students in the class as part of the routine educational program. With a general classroom procedure, no student is singled out and treated differently from their classmates.

Some students may require special programming because they exhibit maladaptive or severely aggressive behaviors. The programs designed to modify maladaptive behaviors must emphasize the development of desirable and adaptive behaviors, rather than merely the elimination or suppression of undesirable behaviors. Goals relative to behavioral management, like other aspects of a pupil's individualized educational program, must reflect evaluation and decision by the IEP team. Methods utilized in behavioral management must be designed so that the least restrictive means of management are employed. Behavioral interventions respect the pupil's human dignity and personal privacy. Such interventions shall assure the pupil's physical freedom, social interaction and individual choice. Special attention must be directed to assuring protection of the rights of the students.

Intervention in General**A. Behavior Change Strategies**

1. Determine meaning and purpose of a behavior;
2. Teach a new behavior or class of behaviors;
3. Replace the inappropriate behaviors with more appropriate behaviors; and
4. Enhance positive self-image/self-esteem.

B. General Considerations

1. Intervention procedures should be implemented to:
 - a. minimize or prevent reinforcing inappropriate behaviors
 - b. minimize or prevent antecedents to inappropriate behaviors (particularly for high-rate inappropriate behaviors);
 - c. intervene at the antecedent level in order to teach alternative response;
 - d. minimize or prevent incidence of inappropriate behaviors;
 - e. allow for reinforcement of appropriate behaviors (particularly for high-rate inappropriate behaviors);

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- f. draw the pupil's attention to the inappropriate behavior to show that the behavior is inappropriate, and it will not be reinforced (be careful not to reinforce by drawing attention to it);
 - g. encourage the pupil not to engage in the inappropriate behavior in order to avoid the consequence;
 - h. teach natural consequences of taking responsibility; and,
 - i. teach methods and identify places for self-control of inappropriate behavior.
 2. All procedures should be done in a calm and consistent manner.
 3. If minimal exclusion procedures are used, the pupil must be returned to the original activity immediately and reinforced as soon as possible for appropriate behavior.
 4. The following should be considered when selecting a procedure to be used:
 - a. Individual learning style
 - b. Age/developmental level
 - c. Effect on pupil within peer group
 - d. Effect on peers
 - e. Community standards
- C. Medical Considerations
 1. Prior to the consideration or implementation of any restrictive procedure, medical problems must be reviewed as a possible cause of the behavior problem. Also, any possible harm from a procedure must be considered. The school nurse must be consulted regarding any of the following:
 - Medication
 - Recent physical examination
 - Allergies
 - Seizures
 - Shunts
 - Wetting, soiling, vomiting, spitting, biting
 - Control of communicable diseases (disinfecting, use of gloves, etc.)

Mild InterventionsAcknowledgment

The message of the student's behavior is acknowledged e.g. "You are having a hard time with your work."

Positive Reinforcement

A stimulus or response is presented following a desired behavior to increase the likelihood of its frequency – may be tangible, intangible or social.

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Feedback

The student is provided with feedback regarding their behavior e.g. "You are talking too loudly."

Redirection

The student is verbally redirected to an activity.

Prompting

An extra stimulus is presented to bring about a desired response, which is then positively reinforced.

Fading

This procedure gradually decreases the prompts or reinforcers.

Shaping

This systematic technique is based on reinforcing successive approximations to the desired behavior.

Premack Principle

A behavior the pupil performs frequently is used to reinforce a behavior the pupil infrequently performs. (Grandma's rule: First you work, then you play).

Voice Control

A loud, flat, firm command is used, i.e., a loud "No." A verbal reprimand is not yelling or ridiculing. The purpose is to interrupt the behavior with a verbal prompt.

Differential Reinforcement of Other Behaviors – DRO

Reinforcement is given on a regular schedule providing the undesired behavior has not occurred.

Differential Reinforcement of Low Rates of Behavior – DRL

Reinforcement is given on a regular schedule or when the undesired behavior occurs at or less than the target number.

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Differential Reinforcement of Alternative Responses – ALT-R

Reinforcement is given for specific desired behaviors or specific behaviors incompatible with the undesired behavior.

Contingency Contracting

A mutually agreeable arrangement is established between parties that is based on expectations and outcome. If expectations are met, the outcome is delivered.

- ~ Desired behavior is in observable terms.
- ~ Frequency or duration of behavior provides baseline.
- ~ Contract is fair and clear to both parties.
- ~ Contract has reasonable chance for success.

Self Relaxation

A student is directed without physical prompts to an area where he is to be quiet and relax. The student is allowed to return when he feels ready to resume participation in the activity.

Self Correction

The pupil cleans up “mess” after throwing or spilling items, or after incidents of willfully wetting, soiling pants, or vomiting. The pupil does this after being directed by staff. No more than intermittent partial manual physical prompting is to be used. The purpose is to teach that this is a natural consequence - to clean up a mess that has been made intentionally.

If wetting/soiling pants or vomiting is the targeted behavior, site committee should first consult the school nurse to rule out possibility of any medical problems and to discuss health and safety issues for pupil and others. Also, the pupil should wear gloves while cleaning and should wash hands afterwards.

Response Cost

The pupil earns tokens throughout the day or activity. The tokens are withdrawn contingent upon a specific inappropriate behavior. One or more times a day, the pupil cashes in any remaining tokens for a predetermined set of reinforcers. The dual purposes are to provide a concrete, visual representation to the pupil that inappropriate behaviors limit reinforcement and to allow the pupil to self-monitor own behavior.

SELPA GuidelineExtinction

The pupil is no longer reinforced for behavior which has been reinforced in the past. This procedure is often used to eliminate undesirable attention-getting behaviors. For example, extinction might be used with a pupil who constantly disrupts class activities with loud noises and grabbing at items. By ignoring this behavior, the desired reinforcement of attention is withheld. When paired with reinforcement of a positive alternative, the pupil's undesirable actions can be eliminated. Extinction is not appropriate if the behaviors are potentially harmful because the danger of someone being hurt outweighs the usefulness of the procedure. Also, extinction can only be used when the adult has control over the stimulus that is reinforcing the undesirable behavior.

Time out from Positive Reinforcement – non-isolated:

- a. Same place (at or near table observing peers);
- b. Same area (further away from table observing peers);
- c. Same room (even further away, but in same room observing peers);
- d. Head down on table without prompt;
- e. Student turned away from the activity;
- f. Removed from the activity in the same room, i.e. chair facing corner of room.

Moderate InterventionsRedirection

The student is verbally and physically redirected to an activity.

Loss/Removal of Privilege

Removal of privilege contingent upon a specific inappropriate behavior. The plan must include a method for the student to get this privilege back within a reasonable amount of time. It must not include loss of basic rights, such as food, drink, personal possessions, and use of bathroom. School must pay for the privilege so that it is not the personal property of the students.

Environmental Restrictions

This refers to minor modifications of the environment to contain pupil who would otherwise be out of the chair. This also allows the pupil to participate in the activity (e.g., table as a barrier, sitting in a chair turned backwards). This does not include restraints and should allow for the movement of all extremities.

SELPA GuidelineTime Out from Positive Reinforcement

Contingent upon a specific inappropriate behavior, this procedure involves removing a pupil from the activity area and separating the pupil from activity. The pupil is not being positively reinforced during this time. The purpose is to remove the pupil from the reinforcing situation and from attention of staff and peers. The pupil must be continually monitored visually by staff, through open door, windows, or over/around barrier. The IEP team needs to determine whether this procedure is appropriate for a pupil who is self-abusive, engages in self-stimulatory behaviors, or has health/medical or physical problems.

Time Out areas include:

- a. Same place of activity with a barrier
- b. Same area of activity with a barrier
- c. In another connecting room with consistent staff sight of supervision
- d. Outside with consistent staff supervision
- e. Quiet time out without work or activity, in a supervised neutral safe space, with direct, in-person supervision.

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Appendix B

Approved Crisis Prevention Institute Interventions

Personal Safety Techniques (Non-emergency Interventions)

- cpi. Kick Block
- cpi. One-Hand Wrist Grab Release
- cpi. Two-Hand Wrist Grab Release
- cpi. One-Hand Hair Pull Release
- cpi. Two-Hand Hair Pull Release
- cpi. Back Choke Release
- cpi. Front Choke Release
- cpi. Bite Release
- cpi. Children's Control Position

Note: it is not necessary to file a report when these interventions are used.

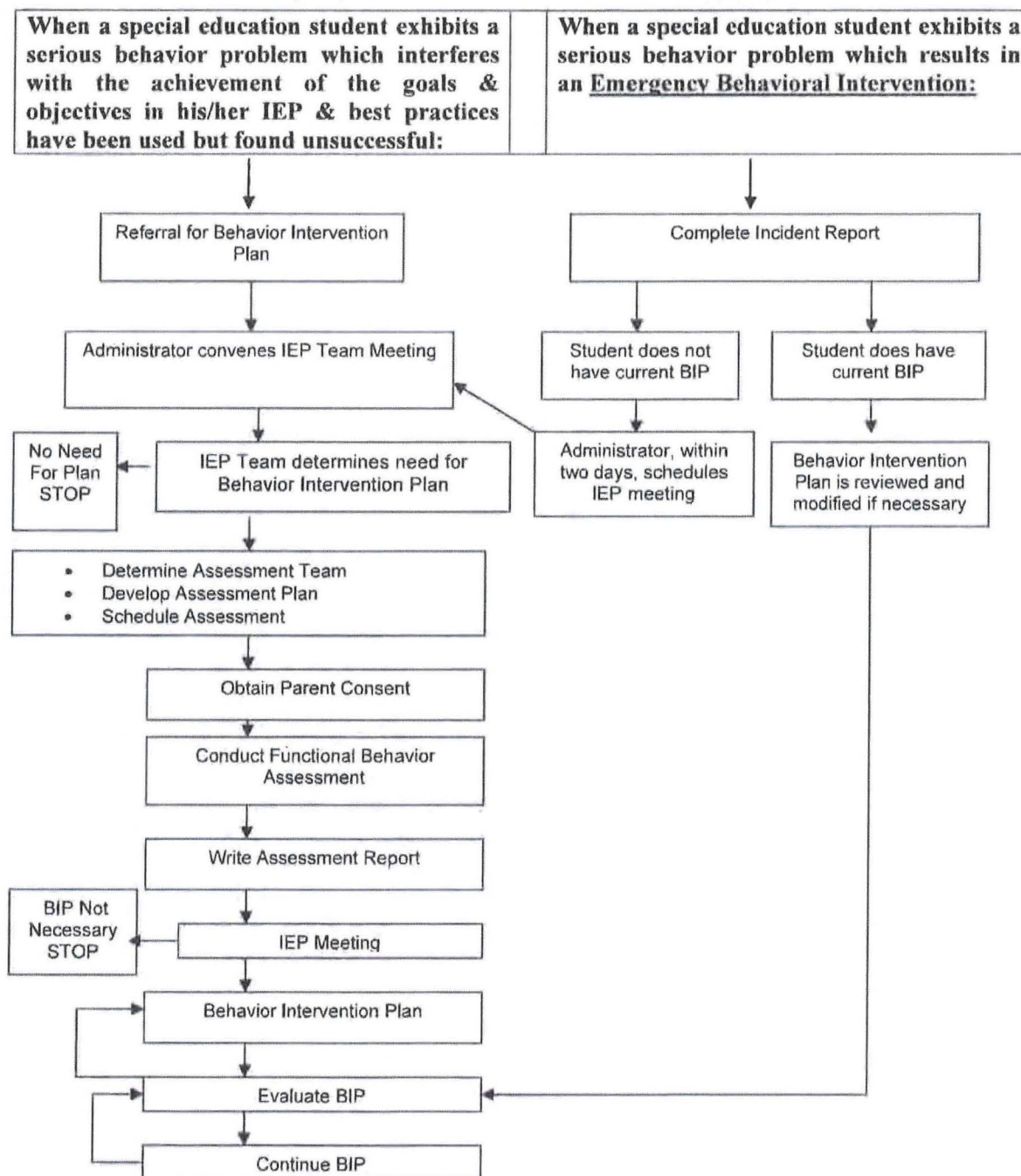
Team Approved Emergency Interventions

- cpi. Team Control Position
- cpi. Transport Position
- cpi. Interim Control Position

Note: Staff must file a report and initiate the mandated procedures whenever one or more of these interventions are used.

SELPA Guideline

BEHAVIOR INTERVENTION FLOW CHART



TEHAMA COUNTY DEPARTMENT OF EDUCATION
Performance Review
Classified Employees CSEA

Name: _____ Review Period From: _____ To: _____
 Position: _____ Worksite: _____
 Division/Dept: _____ Date Completed: _____
 Supervisor: _____ Contributing: _____

Employee Status: Permanent ☐ Temporary ☐ Probationary ☐ 2 months
☐ 5 months

Ratings: (Circle appropriate number)
 1=Consistently works below standards
 2=Needs improvement.

3=Works at standard.
 4=Often works at or above standard
 5=Consistently exceeds standards

PERFORMANCE INDICATORS

RATING

| | |
|---|---|
| 1. Attendance/Punctuality: Attends work regularly and on time. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2. Attitude: Uses a professional demeanor in the workplace. Works cooperatively and effectively with staff and the public, in person and on the telephone. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 3. Teamwork: Works with others to improve work processes and systems. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4. Organization: Organizes, sets priorities, plans work, and utilizes time effectively. Follows through with assigned tasks. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5. Communication: Writes, speaks, and listens with skill required to perform duties effectively and efficiently. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6. Technology: Effectively operates required tools/equipment of the job. Comments: | 1 2 3 4 5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

10/23/2015

Name: _____

Date: _____

| | | | | | |
|---|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 7. Professional Growth: Accepts new ideas and/or procedures. Takes additional training/education. Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| 8. Productivity: Work product/assignment (end result) reflects high quality. Work product is accurate, reliable, presentable, thorough, and reflects job knowledge. Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| 9. Safety: Performs job assignments safely, protecting people and property. Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| 10. Decision-making: Makes timely and reasonable decisions and takes necessary action, even in stressful situations. Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| 11. Flexibility: Performs other job related tasks as assigned, willingly, timely, and effectively. Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| 12. All department forms are submitted as required and on time (Absence from Duty, timesheets, etc.) Comments: | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 <input type="checkbox"/> | 5 <input type="checkbox"/> |
| Overall work performance: Considering 1-12 above: (Note: Some Performance Indicators may be "weighted" more than others – this should be taken into consideration in the determination of the overall work performance.) | 1. <input type="checkbox"/> Unsatisfactory-Below Standard | | | | |
| | 2. <input type="checkbox"/> Needs to Improve | | | | |
| | 3. <input type="checkbox"/> At Standard | | | | |
| | 4. <input type="checkbox"/> At Times Above Standard | | | | |
| | 5. <input type="checkbox"/> Consistently Exceeds Standard | | | | |
| ATTENDANCE RECORD: <i>Supervisor to track attendance and punctuality</i> | Days Sick Days Tardy Personal Necessity: Other Leaves: | | Time Frame From: To: | | |
| Remarks: | | | | | |
| Improvement Objective(s): | | | | | |

Name: _____

Date: _____

Record job strengths and superior performance incidents:

Record progress achieved in attaining previously set goals for improved work performance:

Record specific goals to be undertaken during next evaluation period:

FOR PROBATIONARY EMPLOYEES ONLY:

Do you feel that this employee should be recommended for permanent status?

- ☐ Yes
☐ No
☐ N/A at this time

Supervisor's Name (please type or print)

Supervisor's Signature

Title

Date

Employee comments: _____

Note: Signature of employee indicates the above performance review was discussed with the reviewer and does not necessarily indicate agreement on the part of the employee. If the employee disagrees with the above review, he/she may submit a written statement to the Division Head within five (5) working days from receipt of the review. The employee's statement will be attached to the Performance Review and submitted to the employee's personnel file.

Employee's Signature

Date

☐ I request an appointment to discuss this evaluation report at the next administrative level(s).

| | |
|--|----------------------|
| Reviewer's Name (please type or print) | Reviewer's Signature |
| Title | Date |

PLEASE ROUTE THIS AS CONFIDENTIAL

DISTRIBUTION: Personnel file: white Supervisor: Pink Employee: yellow

Part 825—The Family And Medical Leave Act Of 1993. Subpart A—Coverage Under the Family and Medical Leave Act. The Family and Medical Leave Act.

(a) The Family and Medical Leave Act of 1993, as amended, (FMLA or Act) allows "eligible" employees of a covered employer to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any 12 months (see Section 825.200(b)) because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. In addition, "eligible" employees of a covered employer may take job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a "single 12-month period" to care for a covered servicemember with a serious injury or illness (see Section 825.127(c)). In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

(b) An employee on FMLA leave is also entitled to have health benefits maintained while on leave as if the employee had continued to work instead of taking the leave. If an employee was paying all or part of the premium payments prior to leave, the employee would continue to pay his or her share during the leave period. The employer may recover its share only if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's covered family member, the serious injury or illness of a covered servicemember, or another reason beyond the employee's control.

(c) An employee generally has a right to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the conclusion of the leave. The taking of FMLA leave cannot result in the loss of any benefit that accrued prior to the start of the leave.

(d) The employer generally has a right to advance notice from the employee. In addition, the employer may require an employee to submit certification to substantiate that the leave is due to the serious health condition of the employee or the employee's covered family member, due to the serious injury or illness of a covered servicemember, or because of a qualifying exigency. Failure to comply with these requirements may result in a delay in the start of FMLA leave. Pursuant to a uniformly applied policy, the employer may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition (see Sections 825.312 and 825.313). The employer may delay restoring the employee to employment without such certificate relating to the health condition which caused the employee's absence.

(73 FR 68073, Nov. 17, 2008)

Government Code

Government Code

Fair Employment and Housing Act; Discrimination Prohibited

GC 12945.2

(a) Except as provided in subdivision (b), it shall be an unlawful employment practice for any employer, as defined in paragraph (2) of subdivision (c), to refuse to grant a request by any employee with more than 12 months of service with the employer, and who has at least 1,250 hours of service with the employer during the previous 12-month period, to take up to a total of 12 workweeks in any 12-month period for family care and medical leave. Family care and medical leave requested pursuant to this subdivision shall not be deemed to have been granted unless the employer provides the employee, upon granting the leave request, a guarantee of employment in the same or a comparable position upon the termination of the leave. The commission shall adopt a regulation specifying the elements of a reasonable request.

(b) Notwithstanding subdivision (a), it shall not be an unlawful employment practice for an employer to refuse to grant a request for family care and medical leave by an employee if the employer employs less than 50 employees within 75 miles of the worksite where that employee is employed.

(c) For purposes of this section:

(1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either of the following:

(A) Under 18 years of age.

(B) An adult dependent child.

(2) "Employer" means either of the following:

(A) Any person who directly employs 50 or more persons to perform services for a wage or salary.

(B) The state, and any political or civil subdivision of the state and cities.

(3) "Family care and medical leave" means any of the following:

(A) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee.

(B) Leave to care for a parent or a spouse who has a serious health condition.

(C) Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

(4) "Employment in the same or a comparable position" means employment in a position that has the same or similar duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

(5) "FMLA" means the federal Family and Medical Leave Act of 1993 (P.L. 103-3).

(6) "Health care provider" means any of the following:

(A) An individual holding either a physician's and surgeon's certificate issued pursuant to Article 4 (commencing with Section 2080) of Chapter 5 of Division 2 of the Business and Professions Code, an osteopathic physician's and surgeon's certificate issued pursuant to Article 4.5 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the Business and Professions Code, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition.

(B) Any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.

(7) "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

(8) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

(A) Inpatient care in a hospital, hospice, or residential health care facility.

(B) Continuing treatment or continuing supervision by a health care provider.

(d) An employer shall not be required to pay an employee for any leave taken pursuant to subdivision (a), except as required by subdivision (e).

(e) An employee taking a leave permitted by subdivision (a) may elect, or an employer may require the employee, to substitute, for leave allowed under subdivision (a), any of the employee's accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the employer. If an employee takes a leave because of the employee's own serious health condition, the employee may also elect, or the employer may also require the employee, to substitute accrued sick leave during the period of the leave. However, an employee shall not use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health

condition, unless mutually agreed to by the employer and the employee.

(f) (1) During any period that an eligible employee takes leave pursuant to subdivision (a) or takes leave that qualifies as leave taken under the FMLA, the employer shall maintain and pay for coverage under a "group health plan," as defined in Section 5000(b) (1) of the Internal Revenue Code, for the duration of the leave, not to exceed 12 workweeks in a 12-month period, commencing on the date leave taken under the FMLA commences, at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Nothing in the preceding sentence shall preclude an employer from maintaining and paying for coverage under a "group health plan" beyond 12 workweeks. An employer may recover the premium that the employer paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

(A) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

(B) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subdivision (a) or other circumstances beyond the control of the employee.

(2) Any employee taking leave pursuant to subdivision (a) shall continue to be entitled to participate in employee health plans for any period during which coverage is not provided by the employer under paragraph (1), employee benefit plans, including life insurance or short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than those described in subdivision (a). In the absence of these conditions an employee shall continue to be entitled to participate in these plans and, in the case of health and welfare employee benefit plans, including life insurance or short-term or long-term disability or accident insurance, or other similar plans, the employer may, at his or her discretion, require the employee to pay premiums, at the group rate, during the period of leave not covered by any accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the employer, as a condition of continued coverage during the leave period. However, the nonpayment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan.

For purposes of pension and retirement plans, an employer shall not be required to make plan payments for an employee during the leave period, and the leave period shall not be required to be counted for purposes of time accrued under the plan. However, an employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during the period of the leave.

(g) During a family care and medical leave period, the employee shall retain employee status with the employer, and the leave shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. An employee

returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.

(h) If the employee's need for a leave pursuant to this section is foreseeable, the employee shall provide the employer with reasonable advance notice of the need for the leave.

(i) If the employee's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the employer, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

(j) (1) An employer may require that an employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

(A) The date on which the serious health condition commenced.

(B) The probable duration of the condition.

(C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.

(D) 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 individual requiring care.

(2) Upon expiration of the time estimated by the health care provider in subparagraph (C) of paragraph (1), the employer may require the employee to obtain recertification, in accordance with the procedure provided in paragraph (1), if additional leave is required.

(k) (1) An employer may require that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by his or her health care provider. That certification shall be sufficient if it includes all of the following:

(A) The date on which the serious health condition commenced.

(B) The probable duration of the condition.

(C) A statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.

(2) The employer may require that the employee obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, in accordance with the procedure provided in paragraph (1), if additional leave is required.

(3) (A) In any case in which the employer has reason to doubt the validity of the certification provided pursuant to this section, the employer may require, at the employer's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the employer, concerning any information certified under paragraph (1).

(B) The health care provider designated or approved under subparagraph (A) shall not be employed on a regular basis by the employer.

(C) In any case in which the second opinion described in subparagraph (A) differs from the opinion in the original certification, the employer may require, at the employer's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the employer and the employee, concerning the information certified under paragraph (1).

(D) The opinion of the third health care provider concerning the information certified under paragraph (1) shall be considered to be final and shall be binding on the employer and the employee.

(4) As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employer may have a uniformly applied practice or policy that requires the employee to obtain certification from his or her health care provider that the employee is able to resume work. Nothing in this paragraph shall supersede a valid collective bargaining agreement that governs the return to work of that employee.

(1) It shall be an unlawful employment practice for an employer to refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual because of any of the following:

(1) An individual's exercise of the right to family care and medical leave provided by subdivision (a).

(2) An individual's giving information or testimony as to his or her own family care and medical leave, or another person's family care and medical leave, in any inquiry or proceeding related to rights guaranteed under this section.

(m) This section shall not be construed to require any changes in existing collective bargaining agreements during the life of the contract, or until January 1, 1993, whichever occurs first.

(n) The amendments made to this section by Chapter 827 of the Statutes of 1993 shall not be construed to require any changes in existing collective bargaining agreements during the life of the contract, or until February 5, 1994, whichever occurs first.

(o) This section shall be construed as separate and distinct from Section 12945.

(p) Leave provided for pursuant to this section may be taken in one or more periods. The 12-month period during which 12 workweeks of leave may be taken under this section shall run concurrently with the 12-month period under the FMLA, and shall commence the date leave

taken under the FMLA commences.

(q) In any case in which both parents entitled to leave under subdivision (a) are employed by the same employer, the employer shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than the amount specified in subdivision (a).

(r) (1) Notwithstanding subdivision (a), an employer may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply:

(A) The employee is a salaried employee who is among the highest paid 10 percent of the employer's employees who are employed within 75 miles of the worksite at which that employee is employed.

(B) The refusal is necessary to prevent substantial and grievous economic injury to the operations of the employer.

(C) The employer notifies the employee of the intent to refuse reinstatement at the time the employer determines the refusal is necessary under subparagraph (B).

(2) In any case in which the leave has already commenced, the employer shall give the employee a reasonable opportunity to return to work following the notice prescribed by subparagraph (C).

(s) Leave taken by an employee pursuant to this section shall run concurrently with leave taken pursuant to the FMLA, except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. The aggregate amount of leave taken under this section or the FMLA, or both, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions, shall not exceed 12 workweeks in a 12-month period. An employee is entitled to take, in addition to the leave provided for under this section and the FMLA, the leave provided for in Section 12945, if the employee is otherwise qualified for that leave.

(t) It shall be an unlawful employment practice for an employer to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

(Amended by Stats. 2011, Ch. 678, Sec. 2.)

All Personnel

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4161.8(a)

4261.8

FAMILY CARE AND MEDICAL LEAVE

4361.8

The Tehama County Department of Education shall not interfere with, restrain, or deny the exercise of any right for family care and medical leave provided to an eligible employee, as defined below, under the law. In addition, the Department shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

Definitions

Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has been employed with the Department for at least 12 months and who has at least 1,250 hours of service with the Department during the previous 12-month period. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care.

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4161.8(b)
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4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)

Eligibility

The Department shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child
2. To care for the employee's child, parent, or spouse with a serious health condition
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position, except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions
4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

In addition to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months. (Government Code 12945)

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4161.8(c)
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FAMILY CARE AND MEDICAL LEAVE (continued)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period, except in the case of leave to care for a covered service member as provided under "Military Caregiver Leave" below. (29 USC 2612; Government Code 12945.2)

This 12-month period shall be a rolling year which shall be counted backward from the date the family leave is taken. (29 CFR 825.200)

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)
2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the Department shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the Department, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether or not the parents are married, not married, or registered domestic partners. (29 USC 2612; Government Code 12945.2)

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4161.8(d)
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FAMILY CARE AND MEDICAL LEAVE (continued)

Use/Substitution of Paid Leave

During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the Department. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or County Board policy. (29 USC 2612; Government Code 12945.2)

Intermittent Leave/Reduced Leave Schedule

Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the Department may limit leave increments to the shortest period of time that the Department's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the Department may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

Request for Leave

An employee shall provide at least verbal notice sufficient to make the Department aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the County Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

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FAMILY CARE AND MEDICAL LEAVE (continued)

Based on the information provided by the employee, the County Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the Department with at least 30 days advance notice before the leave. The employee shall consult with the Department and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to Department operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the Department with notice as soon as practicable. (2 CCR 7297.4)

Certification of Health Condition

At the time of the employee's request for leave for his/her own or his/her child's, parent's, or spouse's serious health condition, or within five business days of the request, the County Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the Department's request, the employee shall provide the certification within 15 days, unless either the County Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - 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

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4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
- 4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
- 5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of 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

The County Superintendent or designee shall not request any genetic information, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the Department shall be kept confidential in accordance with law. (42 USC 2000ff-1, 2000ff-5)

When an employee has provided sufficient medical certification to enable the Department to determine whether the employee's leave request is FMLA-eligible, the County Superintendent or designee shall notify the employee within five business days whether the leave is FMLA-eligible. The County Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)

If the County Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a Department-approved health care provider, at Department expense. If the second opinion is contrary to the first, the County Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the Department, again at Department expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the Department may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

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4161.8(g)
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FAMILY CARE AND MEDICAL LEAVE (continued)

Fitness for Duty Upon Return to Work

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for family care and medical leave, the County Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

However, the Department may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those Department employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to Department operations.
3. The Department informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the Department and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

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FAMILY CARE AND MEDICAL LEAVE (continued)

For a period of 12 work weeks, the Department shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the Department for premiums paid during the family care and medical leave if he/she fails to return to Department employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the Department shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the Department while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612)

Covered military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty. (29 USC 2611)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status

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FAMILY CARE AND MEDICAL LEAVE (continued)

3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a covered military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Address any other event that the employee and Department agree is a qualifying exigency

The employee shall provide the County Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for the first time shall provide the County Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the County Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the Department's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

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FAMILY CARE AND MEDICAL LEAVE (continued)

Military Caregiver Leave

The Department shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered service member with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered service member may be either: (29 USC 2611)

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves

Son or daughter of a covered service member means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered service member stood in loco parentis. (29 CFR 825.127)

Parent of a covered service member means the covered service member's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered service member (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered service member, or as designated in writing by the covered service member. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating

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FAMILY CARE AND MEDICAL LEAVE (continued)

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered service member with a serious injury or illness shall provide the County Superintendent or designee with certification from an authorized health care provider of the service member that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the Department and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the Department's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The County Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. **General Notice:** Information explaining the provisions of the FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on Department premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the County Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

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FAMILY CARE AND MEDICAL LEAVE (continued)

2. **Eligibility Notice:** When an employee requests leave or when the County Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the County Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the County Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to substitute paid leave, whether the Department will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
 - d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
 - f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
 - g. The employee's potential liability for health insurance premiums paid by the Department during the employee's unpaid FMLA leave should the employee not return to service after the leave

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FAMILY CARE AND MEDICAL LEAVE (continued)

Any time the information provided in the above notice changes, the County Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the County Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the Department requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the Department requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the designation notice changes, the County Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The County Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946)

Legal Reference: (see next page)

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FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage, spouse*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Education Code

Education Code

Leaves; illness or injury

EC 45191

Every classified employee employed five days a week by a school district shall be entitled to 12 days leave of absence for illness or injury and such additional days, in addition thereto, as the governing board may allow for illness or injury, exclusive of all days he is not required to render service to the district, with full pay for a fiscal year of service.

A classified employee, employed five days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he is employed bears to 12 and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing board for classified employees employed five days a week for a full fiscal year of service.

A classified employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he is employed per week bears to five and is entitled to the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing board for classified employees employed five days a week for a full fiscal year of service. When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of a district shall not be eligible to take more than six days, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the district.

If such employee does not take the full amount of leave allowed in any year under this section the amount not taken shall be accumulated from year to year with such additional days as the governing board may allow.

The governing board of each school district shall adopt rules and regulations requiring and prescribing the manner of proof of illness or injury for the purpose of this section. Such rules and regulations shall not discriminate against evidence of treatment and the need therefor by the practice of the religion of any well-recognized religious sect, denomination or organization.

The provisions of this section shall not apply to a school district or districts, governed by the same governing board, in which the combined average daily attendance of all districts is in

excess of 400,000, provided such districts maintain sick leave policies not less than those in effect in such districts on January 1, 1961.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

(Enacted by Stats. 1976, Ch. 1010.)

Reference:

Education Code 45240

All Personnel

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PERSONAL LEAVES

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

Bereavement

Employees are entitled to a leave not to exceed three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194) If additional absence is required beyond the bereavement allowance, additional time off shall be designated as personal necessity leave up to a maximum of seven days. Leave beyond personal necessity availability shall be charged against the employees vacation time, or if there is no accrued vacation time, the employee's salary will be deducted.

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the employee or of the employee's spouse. Mother and father are defined to include stepmother and stepfather.
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law. Son and daughter are defined to include stepson and stepdaughter.
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven days of their accrued personal illness/injury leave during each school year for reasons of personal necessity. (Education Code 44981, 45207) Absence for personal necessity must be taken in increments of not less than one hour.

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

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PERSONAL LEAVES (continued)

2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. A serious illness of a member of the employee's immediate family (Education Code 44981)
4. An employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)
5. Other compelling reason as approved by the employee's supervisor and the County Superintendent or designee.

Members of the immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or other person(s) living in the immediate household of the employee. Mother and father are defined to include stepmother and stepfather; son and daughter are defined to include stepson and stepdaughter.

Advance permission shall not be required of any employee in cases involving the death or serious illness of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. (Education Code 44981, 45207)

An employee may use up to three days per year, which will be charged to his/her accumulated sick leave as personal necessity leave without stating a reason due to the confidential nature of the circumstances. Pre-approval must be obtained from the employee's supervisor prior to use of confidential personal necessity leave.

No such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The County Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

After any absence in which advance permission is not required due to personal necessity, the employee shall verify the absence by submitting a completed and signed Tehama County Department of Education absence form to his/her immediate supervisor.

Legal Duties

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

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PERSONAL LEAVES (continued)

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the Department office when requesting leave.

Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

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PERSONAL LEAVES (continued)

The Department shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child. (Labor Code 230)

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. Seek medical attention for injuries caused by domestic violence or sexual assault
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
3. Obtain psychological counseling related to an experience of domestic violence or sexual assault
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court

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PERSONAL LEAVES (continued)

3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

The Department shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

Any employee who is a parent/guardian, or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent may be granted by the County Superintendent or designee. (Labor Code 230.8)

Upon request by the County Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards, Committees, and State or Employee Organizations

Upon request, certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees, or groups authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed in the state of California.
2. The board, commission, organization, or group informs the Department in writing of the service.
3. The board, commission, organization, or group agrees, prior to service, to reimburse the Department, upon the Department's request, for compensation paid to the employee's substitute and for actual related administrative costs.

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PERSONAL LEAVES (continued)

Upon request, certificated and classified employees shall be granted a leave of absence without loss of compensation to serve as an elected officer of a Department employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

Religious Leave

The County Superintendent or designee may grant employees up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional Department expenditures, the neglect of assigned duties, or any other unreasonable hardship on the Department.

The County Superintendent or designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the County Superintendent or designee.

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

The employee shall provide the County Superintendent or designee with notice, within two business days of receiving official notice that his/her spouse will be on leave from deployment, of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

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PERSONAL LEAVES (continued)

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the Department for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the County Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the Department as much advance notice as possible of the intended dates of the leave. The County Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference: (see next page)

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PERSONAL LEAVES (continued)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
1500-1507 Civil Air Patrol leave

MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

PENAL CODE

667.5 Violent felony, defined
1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article I, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2612 Family and Medical Leave Act, leave requirements

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VII, Civil Rights Act of 1964

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

Management Resources:

WEB SITES

California Federation of Teachers: <http://www.cft.org>
California School Employees Association: <http://www.csea.com>
California Teachers Association: <http://www.cta.org>

Regulation

approved: April 20, 2011

Revised: December 7, 2012

TEHAMA COUNTY DEPARTMENT OF EDUCATION

Red Bluff, California

State of California

LABOR CODE

Section 233

233. (a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

(b) As used in this section:

(1) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(2) "Family member" has the same meaning as defined in Section 245.5.

(3) (A) "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the reasons specified in subdivision (a) of Section 246.5.

(B) "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

(c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief.

(e) Upon the filing of a complaint by an employee, the Labor Commissioner shall enforce this section in accordance with Chapter 4 (commencing with Section 79) of Division 1, including, but not limited to, Sections 92, 96.7, 98, and 98.1 to 98.8, inclusive. Alternatively, an employee may bring a civil action for the remedies provided

by this section in a court of competent jurisdiction. If the employee prevails, the court may award reasonable attorney's fees.

(f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other law.

(Amended by Stats. 2020, Ch. 211, Sec. 1. (AB 2017) Effective January 1, 2021.)

State of California

EDUCATION CODE

Section 45203

45203. All probationary or permanent employees that are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday: January 1, February 12 known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," July 4, the first Monday in September known as "Labor Day," November 11 known as "Veterans Day," that Thursday in November proclaimed by the President as "Thanksgiving Day," December 25, every day appointed by the President, or the Governor of this state, as provided for in subdivisions (b) and (c) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 for classified or certificated employees. School recesses during the Christmas, Easter, and mid-February periods shall not be considered holidays for classified employees who are normally required to work during that period. However, this shall not be construed as affecting vacation rights specified in this section.

Regular employees of the district who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

When a holiday listed in this section falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of these holidays, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

The provisions of Article 3 (commencing with Section 37220) of Chapter 2 of Part 22 shall not be construed to in any way limit the provisions of this section, nor shall anything in this section be construed to prohibit the governing board from adopting separate work schedules for the certificated and the classified services, or from providing holiday pay for employees who have not been in paid status on the days specified herein. Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any schoolday during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

In addition to the other paid holidays specified in this section, the classified service may be entitled to a paid holiday on March 31 known as "Cesar Chavez Day," and a paid holiday on the fourth Friday in September known as "Native American Day," provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, agrees to the paid holiday.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

(Amended by Stats. 1998, Ch. 637, Sec. 3. Effective January 1, 1999.)

State of California

EDUCATION CODE

Section 45117

45117. (a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 60-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 60 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 60 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

(Amended by Stats. 2012, Ch. 860, Sec. 1. (AB 1908) Effective January 1, 2013.)

State of California

EDUCATION CODE

Section 45298

45298. (a) A person laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months as follows:

- (1) The person's reemployment shall take preference over new applicants.
- (2) The person shall have the right to participate in promotional examinations within the district during the period of 39 months.
- (3) If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

(c) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority.

(Amended by Stats. 2012, Ch. 586, Sec. 1. (AB 2307) Effective January 1, 2013.)