

# ***AGREEMENT***

***BETWEEN***

***LASSEN COUNTY SUPERINTENDENT  
OF SCHOOLS***

***AND***

***LASSEN COUNTY CLASSIFIED  
CHAPTER #550, CSEA***

**July 1, 2024 to June 30, 2027**

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**ARTICLE 1**  
***Recognition of Bargaining Unit***

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**1.1 RECOGNITION**

Agreement between the Lassen County Superintendent of Schools, hereinafter referred to as Superintendent, and the California School Employees Association and its Lassen County Classified Chapter #550, hereinafter referred to as CSEA.

**1.2 BARGAINING UNIT**

The Lassen County Superintendent of Schools confirms recognition of CSEA and its Lassen County Classified Chapter #550 as the exclusive representative for that unit of employees consisting of approximately 60 classified employees, including those classifications enumerated in Appendix A, Classified Salary Schedule; excluding the superintendent's secretary (confidential employee) and the Business Manager (supervisory) and all other positions designated as confidential supervisory or management.

- 1.2.1 Position classification and reclassification shall be subject to negotiation. Agreements entered into, if any, that affect changes in the bargaining unit shall be jointly submitted to the Public Employment Relations Board (PERB) for unit modification. Changes in the unit approved by the PERB shall be incorporated into this Agreement.
- 1.2.2 Any retroactive salary increase granted to Classified Employees will not be given to employees who are no longer employed as of the Bargaining Unit ratification of the Agreement.
- 1.2.3 Any substitutes will be paid at the new rate following the date of the Bargaining Unit ratification of the Agreement.

**ARTICLE 2**  
***Rights of Management/CSEA***

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**2.1 MANAGEMENT**

The Superintendent retains, and CSEA recognizes that the Superintendent retains, the right to manage the Unit and direct the activities of its employees. Nothing contained in the Agreement is intended to, nor may it be construed to, in any manner, divest the Superintendent of management rights, duties or responsibilities, except as may be specifically called for in this Agreement.

**2.2 CSEA**

CSEA shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed herein.

**2.3 JOB DESCRIPTIONS**

Job descriptions shall be maintained and made available to all classified employees at the Lassen County Office of Education (LCOE).

**2.4 SENIORITY**

A current seniority list, by date of hire covering all employees in the bargaining unit shall be maintained by the LCOE and made available to CSEA.

**2.5 NEW EMPLOYEE ORIENTATION**

“Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

**ARTICLE 2**  
***Rights of Management/CSEA (Continued)***

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- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxi. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

Within ten working days the LCOE will notify the Chapter President of a newly hired bargaining unit member and provide his/her name, date of hire, position, work site, phone number, and contact information. This notice shall include the following information: full legal name, date of hire, classification, and site.

The District shall provide mandatory new employee orientation sessions for all newly hired employees upon hiring. The District shall provide CSEA mandatory access to its new employee orientations. The District will notify the current Labor Relations Representative and Chapter President that the New Employee Orientation will take place on the employee's first day of work at the designated site for 30 minutes of the employees first workday.

**ARTICLE 3**  
***Organizational Security and Deductions***

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**3.1 MEMBERSHIP DUES**

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the LCOE from CSEA via an official email transmission. The LCOE shall deduct in accordance with the dues as established by CSEA on the date of the execution of the Agreement and who have submitted dues authorization forms to the LCOE Human Resources (HR) Office. Furthermore, the LCOE shall deduct dues from the wages of all employees who, after the date of execution of the Agreement, become members of CSEA and who submit to the LCOE HR Office a dues authorization form.

- 3.1.1 The LCOE Business Office, shall upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, or other plans or programs jointly approved by CSEA and the Superintendent. The LCOE Business Office shall pay to the designated payee within fifteen (15) days of the deduction, all sums so deducted.
- 3.1.2 District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employee questions about CSEA or dues over to the current CSEA Labor Relations Representative and Chapter President.

Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of each month. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service. This contact information shall also include the information, with each field listed in its own column as specified in Article 2 (2.5).

Separation of Bargaining Unit Members: The District shall provide CSEA with a list of all bargaining unit members who have permanently separated from the CSEA bargaining unit on the last working day of the month in which they separated from the bargaining unit. The information will be provided to CSEA electronically in machine-readable Excel format via email to the CSEA Labor Relations Representative and Chapter President. The list shall include the information, with each field listed in its own column as specified in Article 2 (2.5).

- 3.1.3 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period, which shall be tracked by CSEA within its membership database.

**ARTICLE 3**  
***Organizational Security and Deductions (Continued)***

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- 3.1.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 3.1.5 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.



**ARTICLE 4**  
***New Employees***

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**4.1 NOTIFICATION TO BARGAINING UNIT**

Within ten working days of employment of a new employee, the LCOE will notify the current Labor Relations Representative and Chapter President of a newly-hired bargaining unit member that will include his/her name, date of hire, position, work site, phone number, and contact information. This shall include all of the information previously outlined in Article 2 (2.5).

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA Labor Relations Representative and Chapter President confirming they did not hire any new staff that month.

**4.2 RECRUITMENT AND SELECTION**

Openings for positions of four or more hours per day in the classified service will be posted on site and office bulletin boards and distributed to all unit members via inter-district site mail or e-mail at least six working days prior to advertisement to the general public. Openings for positions of less than four hours per day will be posted and distributed to all unit members and advertised outside simultaneously. The Chapter President shall appoint classified members to the interview committee, and in doing so shall consult with the LCOE Administration to monitor potential costs.

- 4.2.1 The Lassen County Office of Education is an equal opportunity employer and as such in matters of personnel administration, including but not limited to, recruitment, selection, promotion, transfer, compensation, layoff, and recall practice shall be administered without discrimination. The Superintendent agrees to abide by the provisions of Senate Bill 1960.

**ARTICLE 5**  
***Probation Period***

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**5.1 NEW EMPLOYEES**

Employees newly hired in regular positions shall be considered probationary employees until having satisfactorily completed a six-month probationary period. For school year employees, the six-month probationary period is for the school year only and does not include summer school or summer recess. Time spent on leave of absence will not apply toward completion of the probationary period.

- 5.1.1 Probationary employees shall be entitled to fringe benefits as provided by these rules and regulations or by state law.
- 5.1.2 When a new employee is appointed to a new classification prior to completion of his/her probationary period, he/she shall serve a six-month probationary period in the new position. If the employee is not successful during the probationary time in the new position, the employee is released and does not retain any rights in the previous position. (See 13.1.2 for promoted permanent employees.)
- 5.1.3 Regular employees who have satisfactorily completed the six-month probationary period shall become permanent employees.
- 5.1.4 All classified employees covered by this Agreement will be evaluated by their supervisor a minimum of twice during the probationary period and a minimum of at least once a year when they become permanent employees. Evaluations will be recorded on the "Performance Report" as developed by the LCOE.
- 5.1.5 For paraeducator positions requiring compliance with the highly qualified requirements of the federal Elementary and Secondary Education Act (ESEA), new employees must meet the highly qualified requirement prior to being placed in a probationary position. Successful completion of the CODESP assessment test is one way to meet the highly qualified requirement.
  - 5.1.5.1 At the discretion of the Superintendent, prior to administering the assessment test, applicants may receive appropriate training.
  - 5.1.5.2 An applicant may take the assessment test as scheduled by the LCOE or upon making an individual request.

**5.2 RELEASE OF PROBATIONERS**

At any time prior to the expiration of the probationary period, the Superintendent may, at his/her discretion, dismiss a probationary employee. A probationary employee shall not be entitled to a hearing.

**ARTICLE 6**  
***Summer School***

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In order to give each employee an opportunity for extended and/or summer school assignments, such assignments shall be offered on a rotating basis beginning with the senior person. If the assignment is turned down, his/her name will be placed at the bottom of the list and the next senior person will be offered the assignment for that season.

A rotating list shall be established for summer school.

**ARTICLE 7**  
***Working Conditions***

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**7.1 COMPENSATION**

All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

- 7.1.1 Full-time, 12-month employees shall have a full-time workweek of 40 hours (8 hours per day).
- 7.1.2 Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time, or subsequent to the assigned quitting time.
- 7.1.3 At the employee's written request, the Superintendent may grant overtime at the rate herein provided as Compensatory Time off in lieu of overtime at one and one-half the regular rate of pay.
- 7.1.4 No classified employee shall accrue compensatory time in lieu of earned overtime in excess of two (2) weeks.
- 7.1.5 Time taken for personal business and approved by the supervisor will be made up on a one-to-one basis.
- 7.1.6 A written request must be submitted by employee and supervisor for all overtime worked and must be approved in advance by the Superintendent. The Superintendent will authorize whether the overtime will be paid or compensatory time off granted.
- 7.1.7 All authorized overtime for emergency work beyond the regular duties of an employee must be reported on the time sheets filed each month with the LCOE Business Office.

**7.2 PROFESSIONAL DEVELOPMENT TRAINING**

**7.2.1 Additional Professional Development Days**

Annual staff training for employees, outside of student contact day, will be offered to After School staff, LVN 1:1, and paraeducators. The number of days is dependent on the mandatory program/grant requirements.

**ARTICLE 7**  
***Working Conditions (Continued)***

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**7.2.1 Additional Professional Development Days (Continued)**

Employees will be paid at their hourly rates for each hour in attendance. Sick leave or other accrued leave shall not be used in lieu of attendance.

**7.2.2 Conferences and Workshops**

Any requests for attendance to conferences or workshops shall be processed using the Conference Request Form and approved prior to attendance.

**7.3 WORKING CONDITIONS**

**7.3.1 REGULARLY SCHEDULED LATE START AND MINIMUM DAYS**

Lassen County Office of Education employees located at district sites are required to work regularly scheduled hours. Employees will consult with the site administrator for specific assignments. Hours may be flexible with written prior approval from site/program administrator.

**7.3.2 SNOW DAYS/POWER OUTAGES/EMERGENCY CLOSURES**

Lassen County Office of Education employees located at district sites will follow the decision made by the district. If an employee chooses to remain away from the worksite and his/her worksite remains open, the employee must designate the day(s) as personal or may use floating holidays and will complete an Absence from Duty form upon return.

For Lassen County Office of Education employees located at county office site, if the office has remained without power, water, heat, or functioning restrooms for at least two hours, the Superintendent or designee will declare the office closed for regular business and the hours would be considered as worked.

**7.4 MONITORING DEVICES**

The primary purpose of Monitoring Devices (e.g. GPS, Audio Equipment and Cameras etc.) is to ensure the safety of LCOE students and staff, to assist in the prevention of thefts and vandalism at LCOE, to determine the source of criminal activity, and to respond to crisis situations more effectively. LCOE's use of Monitoring Devices follows these guidelines:

- 7.4.1 All bargaining unit members shall be notified of the presence and use of video devices on LCOE property and facilities at the time of hire and signs shall be posted in conspicuous locations where cameras are installed.

**ARTICLE 7**  
***Working Conditions (Continued)***

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- 7.4.2 Monitoring of cameras will only be performed by law enforcement and/or authorized LCOE Administration, and review of video footage shall only occur when incidents take place or upon request by law enforcement.
- a. Authorized Administration –
- i. Lassen County Superintendent of Schools
  - ii. LCOE’s Assistant Superintendent of Ed. Services/HR
  - iii. LCOE’s Director of Technology
- 7.4.3 No video monitoring equipment will be installed in non-public areas where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms.
- 7.4.4 Electronic security cameras shall not be mounted or utilized to monitor unit members.
- 7.4.5 When cameras are installed in new locations, the bargaining unit and its members will be notified within seven work days of installation and signs shall be posted in conspicuous locations where cameras are installed.
- 7.4.6 Security cameras shall not be used to evaluate employees or to initiate disciplinary proceedings.
- 7.4.7 If the LCOE, in the course of an investigation into a safety or security concern in keeping with the above stated purpose of the security cameras, observes in the course of reviewing security camera footage, or happens to notice an employee behaving in a manner that poses a safety or security concern, the LCOE may use such footage to address the issue with the employee. In this instance, CSEA would be afforded an opportunity to review the video footage, subject to the privacy rights of students, other LCOE employees, or authorized visitors.
- 7.4.8 The LCOE shall not use security cameras at any time for the purpose of monitoring an employee's work or work habits.
- 7.4.9 No audio shall be recorded using security camera with exception of the intercom systems. Designated intercom systems will be placed next to main entry and exits of LCOE buildings. This is required in order to grant non-LCOE personnel building access and ensure building safety.
- 7.4.10 The LCOE shall make available to all employees a map designating the location of all security cameras at each site.

**ARTICLE 7**  
***Working Conditions (Continued)***

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- 7.4.11 Any difference arising from the interpretation, administration, or application of this agreement may be addressed through the grievance procedure set forth in the Collective Bargaining Agreement or any other remedial mechanism available by law, if applicable.

**ARTICLE 8**  
***Vacation***

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**8.1 ENTITLEMENTS**

All regular employees covered by this Agreement shall be entitled to paid vacation benefits as outlined in this Article. Vacation benefits do not apply to substitute, short-term or limited assignment employees.

- 8.1.1 New employees must complete six (6) months of regular status to be eligible for vacation leave.

**8.2 ACCRUAL RATE**

- 8.2.1 Employees with less than nine (9) years of service shall be granted sixteen (16) days of vacation leave with pay during the year, accumulating at the rate of 10.67 hours per month of service for “full-time employees.”
- 8.2.2 Employees beginning their 9<sup>th</sup> year of service shall accumulate vacation leave with pay at the rate of 12.8 hours per month of service for full-time employees.
- 8.2.3 Employees beginning their 15<sup>th</sup> year of service shall accumulate vacation leave with pay at the rate of 14.23 hours per month of service for full-time employees.
- 8.2.4 Employees beginning their 20<sup>th</sup> year of employment shall accumulate vacation leave with pay at the rate of 17.78 hours per month of service for full-time employees.
- 8.2.5 Employees hired for a period less than twelve (12) months shall be entitled to prorated vacation pay as determined by months worked and years of LCOE service. For these employees, vacation pay will be included in their regular paycheck. Part-time employees shall accumulate vacation prorated based on their full-time equivalence (FTE)

**8.3 SEPARATION**

If an employee is either voluntarily or non-voluntarily terminated and had been granted vacation which was not yet earned at the time of termination of services, the Superintendent shall deduct from the employee’s severance check the full amount of salary which was paid for such unearned days of vacation taken.

**8.4 VACATION ACCRUAL**

Any vacation accrued by 12-month employees shall be limited to a maximum of 30 days. Any employee accruing vacation time in excess of 30 days shall be compensated for such time by the Superintendent.



**ARTICLE 9**  
***Leave of Absence***

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**9.1 GENERAL LEAVE**

Aside from leaves of absence pursuant to law, or this agreement, general leaves of absence may be granted, not to exceed twelve months to persons employed on a full-time basis for at least three (3) years. Pay during the leave shall not exceed vacation time earned prior to the leave.

**9.2 DEFINITIONS (from CA Gov Code: 12945.2):**

9.2.1 “Family” is defined as the spouse or domestic partner of a unit member, and the mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, niece, nephew, aunt, or uncle of unit member or a unit member’s spouse or domestic partner. Family shall also include any person living in a unit member’s home or those with a close affinity with the employee (i.e. significant other) may be granted by the Superintendent.

9.2.1.1 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. (Gov. Code, § 12945.2, subd. (b)(1))

9.2.1.2 “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. (Gov. Code, § 12945.2, subd. (b)(10))

9.2.1.3 “Parent-in-law” means the parent of a spouse or domestic partner. (Gov. Code, § 12945.2, subd. (b)(11))

9.2.1.4 “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. (Gov. Code, § 12945.2, subd. (b)(13))

9.2.1.5 “Designated Person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may designate one person annually as requested. (Gov. Code § 12945.2, subd. (b)(2))

**9.3 SICK LEAVE**

Classified employees covered by this Agreement will be entitled to sick leave. Unused days may be accumulated from year-to-year without limitation. Employees shall be allowed to transfer sick leave from a previous school employer in accordance with Education Code Section 45202.

9.3.1 Employee may use sick leave for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family

**ARTICLE 9**  
***Leave of Absence (Continued)***

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member. An employee who is a victim of domestic violence, sexual assault, or stalking may also use sick leave to address related matters as permitted by Labor Code.

- 9.3.2 Bargaining unit eleven-pay employees may utilize their accumulated sick leave from their regular assignments if they are absent during their summer school assignment.
- 9.3.3 If absent for more than three (3) consecutive days, a physician's certification may be required.
- 9.3.4 Extended Sick Leave: When an employee has used all available accrued leaves, and is absent from his or her duties on account of illness or accident, they will be entitled to differential pay, being the real difference between the cost of a substitute and the employee's regular pay, for up to a total of five months between accrued leave and extended sick leave (Ed Code § 45196). In-lieu of extended sick leave, an eligible employee may apply to draw upon the Catastrophic Leave Bank. Upon exhaustion of extended sick leave, an employee may apply for Catastrophic Leave, or unpaid leave of up to six months (Ed Code § 44043.5, § 45195).
- 9.3.5 Upon separation from employment, sick leave will have no bearing on final pay. Any employee who separates, for any reason, and who has used unearned sick leave shall have his/her final paycheck reduced accordingly or shall re-pay the Superintendent if the money due the Superintendent is greater than the amount due to the employee on the final check.
- 9.3.6 Accrual Rate
  - 9.3.6.1 Classified employees shall accumulate sick leave based upon the rate of one (1) day per month in paid status. If such employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year with such additional days as the Superintendent may allow. Employees hired for a period of less than twelve (12) months shall accumulate sick leave prorated based on their full-time equivalence (FTE).
  - 9.3.6.2 Additional Sick Leave Accrual for Longevity (employment with the LCOE), effective July 1, 2007:
    - a. After five (5) years of service, sick leave accrues at 1.25 days per month.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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- b. After ten (10) years of service, sick leave accrues at 1.50 days per month.
- c. After fifteen (15) years of service, sick leave accrues at 1.75 days per month.
- d. If the law changes in regard to reporting and payment of excess sick leave for CalPERS employees, this benefit shall revert to one day per month.

**9.4 EXHAUSTION OF ALL SICK LEAVE ENTITLEMENT**

An employee who exhausts all leave, paid or unpaid, and who is unable to assume the duties of his/her position shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months. (Ed. Code, § 45195) The Superintendent shall notify the employee of his/her placement.

- 9.4.1 When the employee is able to resume the duties of his/her position, the employee shall so notify the Superintendent. After notification, the Superintendent shall recall the employee to the first vacant position in the employee's class if such vacancy occurs within the prescribed thirty-nine (39) month period. Written notification will be sent to the employee by U.S. Mail and email to addresses specified by the employee at the time they are placed on the reemployment eligibility list.
- 9.4.2 If the employee fails to respond to the recall within 10 workdays of the email notification send date, the Superintendent may strike the employee's name from the reemployment list.
- 9.4.3 Reemployment rights under this section shall not take precedence over a reemployment list established as a result of layoffs. In the event of the existence of a layoff reemployment list, the employee on the list provided herein shall be integrated within the layoff list, but only for the time remaining in the thirty-nine (39) month period.
- 9.4.4 When an employee has been recalled to duty under this section he/she shall be fully restored to all benefits, if possible, and the time lost shall not be considered a break in service.

**9.5 INDUSTRIAL LEAVE**

Allowable leave shall only be made available after completion of one-year of employment with the LCOE. Allowable leave shall be sixty (60) working days in any one fiscal year for the same accident. Allowable leave shall not be accumulated from year to year.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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- 9.5.1 Industrial leave is restricted to leave for injuries or illnesses that are accepted Workers' Compensation claims according to the current carrier. Industrial leave will commence on the first day of absence.
- 9.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial leave will be reduced by one day for each day of authorized absence, regardless of compensation awarded under Workers' Compensation.
- 9.5.3 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlay into the next fiscal year, the employee 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.

**9.6 BEREAVEMENT LEAVE**

Employees are eligible to use up to five (5) days of leave for bereavement in the instance of death of an immediate family member or any relative living in the immediate household of the employee, or others as granted by 9.2.1. (Ed. Code, § 45194.) Such leave shall not be deducted from sick leave.

Section 9.9 addresses the use of Personal Necessity Leave when additional leave is required beyond that provided by Bereavement Leave.

**9.7 PERSONAL NECESSITY LEAVE**

Any day of leave allowed for illness or injury may be used by the employee, at his/her election, in case of personal necessity as defined below:

- Death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave.
- Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- Illness of a member of the employee's immediate family.
- Appearance in any court or before any administrative tribunal as a litigant party or witness under subpoena or any order made with jurisdiction.
- Such other reasons as may be prescribed by the Superintendent.

- 9.7.1 Proof of Personal Emergency as enumerated above shall be subject to verification and approval of the Superintendent.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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9.7.2 No earned leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section.

9.7.3 “Immediate family” shall have the same meaning as that enumerated in Section 9.5 “Bereavement Leave.”

9.7.4 Notwithstanding the foregoing, two (2) of the seven (7) days may be used for those reasons deemed necessary by the employee not otherwise specified in Section 9, and not subject to verification by the Superintendent.

**9.8 JURY DUTY**

Classified employees shall be granted leave for the purpose of serving on a trial or inquest jury consistent with Education Code Section 44037 and Labor Code Section 230. Upon receiving notice to serve on trial or inquest jury duty, the employee shall report this information to his/her immediate supervisor.

**9.9 CATASTROPHIC ILLNESS OR INJURY LEAVE**

Purpose: To establish a Catastrophic Leave Bank (CLB) to be available when an eligible employee has exhausted all available leave and faces financial hardship because he/she must continue to be off work to deal with a catastrophic illness or injury.

Catastrophic Illness or Injury: means a verifiable illness or injury that is expected to incapacitate the employee for an extended period of time--minimum of ten (10) consecutive days. It may also be when the incapacity of an employee’s family member, requires the employee to take time off from work, for an extended period of time, to care for that family member. In both situations, this extended time off work must create a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

- a. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for a life-threatening illness, or hospitalization as a result of a severe automobile or other accident.
- b. Any mental stress-related illness shall be excluded.
- c. Work related injury or illness, which qualifies the employee for Workers’ Compensation, shall be excluded.
- d. Elective procedures for cosmetic purposes are excluded.

Donating Employee: shall be a permanent employee, within one of the eligible groups, who will retain at least twelve (12) days of sick leave, after making any contribution of leave to the CLB.

Eligibility: any unit member of the Lassen County Office of Education. Unit member must be in paid status and have been employed at least twelve (12) months at the time of the leave.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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9.9.1 Establishment of Catastrophic Leave Bank (CLB)

- a. Employees may donate vacation time, sick leave time, or any combination, to the CLB.
- b. Employees may donate vacation time, sick leave time, or any combination, to the CLB. If the CLB is low or has been exhausted, a special request for donations to the CLB will be made.
- c. Donations to the CLB are irrevocable. Leave donated and not used by a requesting employee will be banked for future requests.
- d. Donations are granted and accepted on the basis of time-for-time and do not include any dollar value. Days donated and taken shall be credited, deducted, or donated in full day increments.
- e. Donations to and requests for the CLB will be made using the appropriate form (Appendices C and D).
- f. Employees may contribute a maximum of ten (10) days of leave in any fiscal year (July 1 to June 30) and must retain at least twelve (12) days of sick leave at the time of their donation.
- g. Information about the requesting employee's name, or the nature of the illness will be kept confidential, unless permission is granted by the requesting employee.

9.9.2 Eligibility, Request For, and Approval of Catastrophic Leave

- a. An employee, or a family member, if the employee is incapacitated, may request Catastrophic Leave (CL) using the appropriate form (Appendix C).
  - 1. The Request Form is submitted to the County Superintendent, or his/her designee.
  - 2. The request must include a signed, dated, physician's certification of the illness or injury, including an estimated date of return.
- b. Employees cannot receive more than 120 work days of donated time from the CLB in any fiscal year. In no case may the employee receive more than the time actually excused from work. Paid leaves, such as sick leave, vacation leave, compensatory time, including the benefits received under the CLB program, will not exceed twelve (12) months. An employee who receives paid leave pursuant to the CLB program, shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave from the CLB program.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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- c. The Superintendent will determine if the CLB criteria have been met. The employee requesting the CLB program benefits will be notified of the decision. If the request is denied, an explanation of the reasons for the denial will be provided.
- d. In some instances, an employee may have a catastrophic illness which requires continuous treatment but does not meet the policy criteria of being absent for ten consecutive days. In such a case, the County Superintendent of Schools has the right to approve an individual's request for catastrophic illness or injury leave.

9.9.3 Termination of CLB Program Benefits

- a. Donated leave has been exhausted.
- b. Employee has been in paid catastrophic leave status for six (6) consecutive months.
- c. Resignation, layoff, or termination.
- d. Service or disability retirement.
- e. Death of the employee or family member.
- f. Notification from the employee that the leave is no longer needed or the employee returns to work.

9.10 LEAVE FOR PREGNANCY, BIRTH, AND ADOPTION

9.10.1 PREGNANCY DISABILITY LEAVE

- 9.10.1.1 Pregnancy Disability Leave (PDL): pregnant employees of LCOE may use Pregnancy Disability Leave for up to four (4) months per pregnancy for disabling conditions related to pregnancy, childbirth, or related medical condition. (CA Gov. Code 12945)
- 9.10.1.2 PDL is available to all classified employees who are disabled by pregnancy, childbirth, or related medical condition.
- 9.10.1.3 An employee utilizing PDL may use any accrued leave to maintain pay during the leave. Their available leave will be reduced accordingly.
- 9.10.1.4 PDL maybe used intermittently as health conditions require.

**ARTICLE 9**  
***Leave of Absence (Continued)***

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9.10.1.5 When the employee receives a medical release to return to work, they will be restored to their position and the time lost will not be considered a break in service.

9.10.1.6 The LCOE will maintain health and welfare benefits throughout PDL under the same terms as if the employee were working.

9.10.1.7 Use of PDL will not reduce the amount of unpaid leave available to an employee for bonding with an infant pursuant to the California Family Rights Act (CFRA).

9.10.2 PARENTAL LEAVE UNDER CFRA

9.10.2.1 “Parental leave” is understood to mean leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. (Ed. Code, § 45196.1, subd. (f).)

9.10.2.2 Parental leave shall have the same eligibility requirements as other CFRA leaves, except that there shall not be a requirement to have worked 1250 hours in the 12 months preceding taking the leave. (Ed. Code, § 45196.1, subd. (d).)

9.10.2.3 Parental leave shall be granted for up to twelve (12) weeks, in a twelve (12) month period, runs concurrently.

9.10.2.3.1 These weeks may be used in a single block or intermittently.

9.10.2.3.2 These twelve (12) weeks must be used within a year from the birth or placement of the child.

9.10.2.4 When the employee returns to work, they will be restored to their position, if required by law, and the time lost will not be considered a break in service.

9.10.2.5 The LCOE will maintain health and welfare benefits throughout parental leave under the same terms as if the employee were working.

9.10.2.6 For employees who do not qualify under CFRA, leave not to exceed 10 working days will be granted, for parental leave purposes. Leave with pay, personal or personal necessity may be used.



**ARTICLE 9**  
***Leave of Absence (Continued)***

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9.11 CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND FAMILY MEDICAL LEAVE ACT (FMLA) BENEFITS

9.11.1 CFRA/FMLA benefits will run concurrently with Catastrophic Leave Bank (CLB) program benefits. CFRA/FMLA benefits will be available to eligible employees after all available leaves have been exhausted, including leave from the CLB program.

9.11.2 CFRA and FMLA may be used for:

Eligible employees shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (B) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (C) In order to care for the spouse, domestic partner, son, daughter, parent, parent in-law, or grand parent of the employee, if such family member has a serious health condition.
- (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- (E) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (29 U.S.C.A. § 2612.)
- (F) Because of reproductive loss or failed adoption.

9.11.3 The term “eligible employee” means an employee who has been employed:

- (i) for at least 12 months by the employer with respect to whom leave is requested under section 2612 of this title; and
- (ii) for at least 1,250 hours of service with such employer during the previous 12-month period. (29 U.S.C.A. § 2611.)

9.12 LEAVE FOR NON-FAMILY EMERGENCY SITUATIONS

In a non-family emergency situation, where the LCOE is open and, through no fault of his/her own, an employee cannot make it to work for a non-family emergency, employees will have the option of using any of the following leave, if available: Personal Day, Personal Necessity Day, Vacation Day, or Compensatory Time. If the LCOE is closed by the Superintendent or designee due to weather conditions and/or loss of power, etc., the day(s) or hour(s) would be considered as work.

**ARTICLE 10**  
**Holidays**

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10.1 The following shall be recognized as paid holidays for the classified service for each fiscal year:

- Independence Day
- \* Labor Day
- \* Columbus Day
- \* Admission Day (floating holiday, including eleven-pay, school year employees per Education Code §45206.5)
- \* Veterans' Day
- \* Thanksgiving Day
- \* The day following Thanksgiving
- Christmas Eve Day
- \* Christmas Day
- Two or three days, depending on number of "work" days, following Christmas and prior to New Year's Eve holidays. (Applies only to full-time, 12-month employees).
- New Year's Eve Day
- \* New Year's Day
- \* Martin Luther King Day (3rd Monday in January)
- \* Lincoln's Birthday
- \* Washington's Birthday (3rd Monday in February)
- \* Memorial Day
- \* Juneteenth
- \* Birthday Holiday (floating holiday, including eleven-pay, school-year employees)

(\*Holidays paid to eleven-pay, school-year employees.)

The LCOE Central Office will close at 12:00 noon on Good Friday. The formalization of this release time shall not be construed to offer any additional benefits. Employees assigned to school sites will follow the school schedule and will be compensated for assigned work hours according to Article 10.1.6.

10.1.1 All days appointed by the Governor, or President, for a public fast, Thanksgiving, holiday, day of mourning, and all special or limited holidays on which the Governor, or President, provides that California schools shall be closed, shall be observed and considered a paid work day.

If school is not in session, (due to an existing holiday, summer recess, or weekend), then neither a proclamation by the Governor, or President, shall be deemed a holiday for work purposes. If the day appointed occurs during a workday for Central Office and CFR staff, the day shall be recognized as a one-time paid holiday.

10.1.2 Holidays falling on a Saturday or Sunday shall be observed on the Friday preceding, or the Monday following the holiday, respectively.

**ARTICLE 10**  
**Holidays (Continued)**

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- 10.1.3 For employees who accrue vacation a holiday falling within an employee's paid vacation period shall be deemed a holiday and shall not be chargeable as vacation. This does not apply to school-year, eleven-pay employees whose vacation pay is a part of their monthly pay.
- 10.1.4 To be eligible for holiday pay, the employee must be in a paid status on either the day before or the day after the holiday. An employee who is terminated or resigns the day before a holiday is not an employee and is not entitled to the holiday pay. A person accepting initial employment on the day after a holiday is not entitled to pay for that holiday.
- 10.1.5 Holiday pay for part-time employees (whether 11- or 12-month employees) will be based on the following formula:
- Number of hours per week worked divided by 40 hours multiplied by 8 hours *or*  
number of hours worked per week divided by 5 (work days per week).
- Example: A 10-hour-per-week employee would earn the following:  
 $10/40 = .25 \times 8 = 2$  hours holiday pay  
(or)  
 $10/5 = 2$  hours holiday pay
- 10.1.6 Any employee required to work during a designated holiday shall be paid compensation or given compensation time at the regular rate of pay plus 1-1/2 times the employee's regular rate of pay in accordance with Education Code Section 45203.
- 10.1.7 In order to be eligible for Admissions Day, employee must be hired before September 9 (actual Admission Day). Admission Day Holiday must be taken before June 30 of each year (or holiday shall be lost).
- 10.1.8 Birthday Holiday must be taken before June 30 of each year (or holiday shall be lost).

**ARTICLE 11**  
**Release Time**

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**11.1 RELEASE TIME**

- 11.1.1 Negotiations: For purposes of scheduled negotiation meetings with the Superintendent, a maximum of five (5) members of the Classified Negotiating Team will receive release time for hours of work, including travel time. Overtime or compensatory time shall not be applicable. One (1) hour caucus time prior to each negotiating session will be provided to the CSEA negotiating team. In addition, three (3) hours of negotiation preparation per fiscal year shall be allowed during the scheduled workday with any additional negotiation preparation occurring after work hours.
- 11.1.2 Chapter Officers/State Officers/Conference/Training:
- a. Release time shall be granted for any State CSEA officer, one (1) Regional Representative, and two (2) elected CSEA representatives from the bargaining unit to attend the CSEA Annual Conference. Names of those attending will be submitted on the "Absence from Duties" form to the employee's supervisor, along with the dates of the CSEA Conference, thirty (30) days prior to the beginning of the Conference. The LCOE shall compensate the employee at his/her daily rate for days during the conference that the employee would be in paid status (Monday – Friday). However, all conference costs shall be the responsibility of CSEA or the individual.
  - b. Training for CSEA members will be considered on an individual basis as per current practice.
  - c. Any available reimbursement by CSEA for conferences or training shall be requested on behalf of the LCOE.
- 11.1.3 Grievance Processing: Release time from duty will be granted for the processing of grievances at the informal and formal level to members of the bargaining unit who are designated CSEA representatives.

CSEA shall designate in writing to the County Superintendent or designee the current names of two (2) job stewards, as well as the Chapter President.

**ARTICLE 12**  
***Salary Schedule and Related Matters***

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**12.1 SALARY SCHEDULE**

Employees covered by this Agreement will be paid wages as provided in the salary schedule of this Agreement as Appendix A. Advancement on the salary schedule will occur on July 1 for all employees who have completed 75% of their work year the previous year. For example, a new employee who was employed in a twelve-month position must complete 195 days of paid status before advancement can take place. An eleven-pay employee must complete 135 days in paid status.

12.1.1 Effective July 1, 2017, annual stipends will be paid as follows:

- 12.1.1.1 \$100 to unit members who have successfully passed the CODESP test and employed prior to July 1, 2009.
- 12.1.1.2 \$200 to unit members who have successfully attained 48 college units and employed prior to July 1, 2009.
- 12.1.1.3 \$300 to Unit members who have an Associate's Degree from an accredited institution.
- 12.1.1.4 \$500 to unit members who have a Bachelor's Degree from an accredited institution.

12.1.2 Effective July 1, 2018, degree stipends shall be paid in accordance with the provisions outlined below:

- 12.1.2.1 Employees must file with the Human Resources by November 1 the appropriate transcripts of courses or copy of degree to establish the granting of the stipend. The employee shall have completed the 10-month probationary period and be currently employed to receive stipend.
- 12.1.2.2 The stipend will be paid, for the highest degree awarded to the employee, in a lump sum on the November 30 payroll.
- 12.1.2.3 In the instance that an employee possesses multiple equivalent degrees, only one stipend will be paid.

**12.2 CLASSIFICATION AND OUT-OF-CLASS PAY**

Employees temporarily assigned duties for a period of five days shall be paid on the appropriate level listed in the bargaining unit salary schedule for that period of time worked. Employees shall move laterally on the salary schedule to the same step at which he/she is currently being paid.

12.2.1 Classification: Each position in the classified unit shall have a designated title and job description.

**ARTICLE 12**  
***Salary Schedule and Related Matters (Continued)***

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12.3 PROMOTION

Effective July 1, 2006, all changes between columns due to position promotion shall be done laterally—staying on the same step.

**ARTICLE 13**  
***Promotion, Layoff, and Transfer***

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**13.1 PROMOTED EMPLOYEES**

Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in the LCOE and mailed or e-mailed to employees.

- 13.1.1 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees within the unit may file for the vacancy. Any bargaining unit employee who will be on leave or layoff during the period of the posting shall be mailed a copy of the notice by First Class Mail or e-mailed on the date the position is posted, pending the preference of the employee.
- 13.1.2 When a permanent employee is promoted to a new classification, he/she shall serve a six-month probationary period and, if not successful, will revert to his/her former classification and step status.”
- 13.1.3 An employee who has received a promotion who subsequently fails to complete the required probationary period, shall be, upon his/her request, returned to the class which he/she had attained permanency and was serving at the time of promotion. Assignment to a position within the class shall be made by the Superintendent. The period of time served in the position to which promoted will be counted, for seniority purposes, as time served in the class to which the employee is being returned.
- 13.1.4 By mutual agreement between the employee and the Superintendent, a person released from a probationary status in a promoted position may be placed in a vacant position in a class in which the employee has not previously served. In such a case, the employee shall be treated as if he/she had been returned to his/her original class.
- 13.1.5 For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits, and burdens as if the employee had not been promoted.

**13.2 LAYOFF AND EMPLOYMENT**

Reason for Layoff: Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee’s date of hire will be used to determine the length of service. The employee who has been employed the shortest time in the class, plus higher classes shall be laid off first.

**ARTICLE 13**  
***Promotion, Layoff, and Transfer (Continued)***

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- 13.2.1 Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- 13.2.2 Bumping Rights: An employee laid off from his or her present classification may bump into any classification which the employee has previously held.
- 13.2.3 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by the Superintendent.
- 13.2.4 Reemployment Rights: Laid off persons are eligible for reemployment, in the class from which laid off, for a thirty-nine (39) month period and shall be reemployed in the reverse order of lay off. Employees who take voluntary demotions or reductions of time in lieu of layoff shall be eligible for an additional twenty-four (24) months of reemployment in accordance with Education Code Section 45298.

Undefined: The reemployment of the laid off employee shall take precedence over any other type of employment undefined in this agreement. In addition, they have the right to apply for promotional positions.

### 13.3 INVOLUNTARY TRANSFER

An involuntary transfer of probationary or permanent unit members may be initiated by the District at any time. A conference between the bargaining unit member and administration will take place prior to the transfer. A written notice shall be given to the unit member and CSEA ten calendar days prior to the effective date of the transfer and will not be used for disciplinary reasons.

- 13.3.1 Involuntary transfers may be made for, but are not limited to, the following reasons:
  - 13.3.1.1 financial/staffing needs, program needs;
  - 13.3.1.2 change of enrollment or workload;
  - 13.3.1.3 significant personality conflicts;
  - 13.3.1.4 results of restructuring



**ARTICLE 14**  
***Professional Growth***

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**14.1 PROCEDURE**

This shall be a voluntary plan for classified employees to provide for the betterment of the LCOE and the Employee.

**14.2 REIMBURSEMENT**

The Superintendent shall reimburse the actual cost of registration and books for any classified employee enrolling in an accredited community college completing professional growth classes under the following terms and conditions:

- 14.2.1 Selected courses must be related to employee's job description.
- 14.2.2 Prior approval of the Superintendent is needed before taking any course. Applications for approval can be obtained at the LCOE.
- 14.2.3 Course work is to be verified by transcript; all other work is to be verified by the appropriate official and is to include attendance verification and/or grade earned.
- 14.2.4 Passing grade or attendance verification must be submitted prior to reimbursement by the Superintendent.

**14.3 PROFICIENCY REQUIREMENTS**

Pursuant to Education Code Section 45330, all Paraeducators, shall fulfill or have been deemed to have fulfilled one of the requirements listed below:

- 14.3.1 A Paraeducator possesses or will possess an Associate's Degree or higher from an accredited institution of higher education.
- 14.3.2 A Paraeducator has completed or will complete at least 48 semester hours of study at an accredited institution of higher education.
- 14.3.3 A Paraeducator has, through a proficiency assessment test, been deemed to possess the knowledge and the ability to assist in instructing reading, writing, and mathematics. The parties have agreed to use the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) assessment test. The parties agree that 70% (seventy percent) constitutes a passing grade.
- 14.3.4 The LCOE will accept proof of passage of any other compliant assessment from any other educational institution in place of the CODESP test.

**ARTICLE 15**  
***Payroll Deductions***

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**15.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE**

The premium paid by the LCOE is \$1,100.00 per month (hard cap amount), effective October 1, 2020, for all eligible employees of the bargaining unit and their dependents for the comprehensive programs as stated in this section:

- a. Medical/hospital/surgical/prescription drug coverage
- b. Dental coverage
- c. Vision care coverage (Effective January 2006 change plan from “Vision Plan B” with \$0.00 deductible to “Vision Plan C” with \$5.00 deductible, allowing for frames every year instead of every other year.)
- d. Orthodontia (improved program covering employee, spouse and dependent children).

Effective October 1, 2024, LCOE Benefit Contribution will increase to \$18,540 annually, \$1,545 monthly.

Effective October 1, 2025, LCOE Benefit Contribution will increase to \$19,200 annually, \$1,600 monthly.

Employees can choose to use a pre-tax (IRS 125 Plan) deduction for their portion of the health benefit premium.

15.1.1 All employees in the bargaining unit who work at least thirty (30) hours per week shall be covered under the programs in medical/hospital/surgical/prescription drug coverage of this Article in accordance with those sections. Employees shall be enrolled in insurance programs on the first day of the month following fulfillment of eligibility requirements.

15.1.2 All employees working 20 hours or more per week, 1,000 hours in a fiscal year, are subject to PERS contributions.

**15.2 LIFE INSURANCE**

Any classified employee receiving health benefits shall be eligible for a \$25,000 life insurance from New York Life. Said total premium to be paid by the LCOE.

**15.3 RETIREMENT INCENTIVE**

15.3.1 In lieu of Golden Handshakes, a 3% increase will be added to the final year of compensation if an irrevocable “letter of retirement” is received fourteen (14) months before the individual retires. Per CalPERS Regulation 571(b)(7), said 3% increase only results in additional last year income to the employee and will not be reported to CalPERS to determine the employee’s final compensation for retirement purposes.

**ARTICLE 15**  
***Payroll Deductions (Continued)***

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If the employee provides the County Superintendent with an irrevocable letter of retirement anytime after the 14 months, the 3% will be applied for only the months remaining in the final year and will start in the month following notification. The 3% will not be retroactive.

If an employee asks to delay their retirement notice after receiving a portion of the 3%, and if the County Superintendent agrees to the delay, the 3% will still continue to be paid for the remaining portion of the school year, but will not be paid in the actual year of retirement.

**ARTICLE 16**  
***Job Stewards***

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**16.1 PURPOSE**

The Superintendent recognizes the need and affirms the right of CSEA to designate a representative from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the Superintendent and employees by helping to settle problems at the lowest level of supervision.

**16.2 SELECTION**

CSEA reserves the right to designate two job stewards and shall notify the Superintendent in writing the name of the job stewards. If a change is made, the Superintendent shall be advised in writing of such change.

**ARTICLE 17**  
***Disciplinary Action***

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**17.1 DEFINITIONS**

- 17.1.1 Disciplinary Action: "Disciplinary action" includes any action whereby a permanent bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.
- 17.1.2 Suspension: "Suspension" means temporary removal of any bargaining unit member from his/her position with loss of pay as a disciplinary measure.
- 17.1.3 Progressive Discipline: "Progressive discipline" includes but may not be limited to verbal warning, written warning, written reprimand, suspension.

**17.2 PROCEDURES**

- 17.2.1 Bargaining unit members may be disciplined for violation of the rules and regulations of LCOE, this Agreement, and the law.
- 17.2.2 Bargaining unit members shall be progressively disciplined. For these levels of discipline, a bargaining unit member may respond in writing within ten (10) workdays and have it attached to any materials placed in the personnel file.
  - 17.2.2.1 Actions of a major nature or serious misconduct may bypass the progressive discipline procedures.
- 17.2.3 Recommendations for discipline shall be for "just cause".

**17.3 INITIATION AND NOTIFICATION OF CHARGES**

- 17.3.1 The Superintendent or their designee may initiate a disciplinary action as defined herein against a permanent classified bargaining unit member. The Notice of Intent of Disciplinary Action shall include the following:
  - 17.3.1.1 A statement of the nature of the disciplinary action (e.g., suspension without pay, demotion, reduction of pay step in class, or dismissal).
  - 17.3.1.2 A statement of cause or causes for the disciplinary action, as set forth above.
  - 17.3.1.3 A statement of the specific acts or omission upon which the causes are based. If a violation of a rule, policy, or regulation of LCOE is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

**ARTICLE 17**  
***Disciplinary Action (Continued)***

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17.3.1.4 A statement that the bargaining unit member, upon request, is entitled to appear personally (Skelly Meeting) before the Superintendent or their designee (Skelly Officer) regarding the matters raised in the written notice.

17.3.1.5 A form to be completed by the bargaining unit member requesting the Skelly meeting, which must be returned to the Superintendent or their designee within five (5) workdays following the date the written notice was served.

17.3.1.6 A copy of the Notice of Intent of Disciplinary Action shall be provided at the same time to the CSEA Labor Relations Representative.

17.3.2 At the Skelly meeting the bargaining unit member shall be granted a reasonable opportunity to make any representations the bargaining unit member believes are relevant to the case.

17.3.2.1 The bargaining unit member shall be served in writing the decision of the Skelly Officer regarding the recommendation of proposed disciplinary action.

17.3.2.2 A copy of the Skelly Officer's decision shall be provided at the same time to the CSEA Labor Relations Representative.

17.3.3 The bargaining unit member shall receive a Notice of Recommended Disciplinary Action. This notice shall include a statement that, upon written demand, the bargaining unit member is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is filed. This notice shall indicate that the proposed disciplinary action may commence after ten (10) workdays following the date the written notice was served if a hearing is not requested. A form, the signing and filing of which shall constitute a demand for hearing and a denial of all charges, shall be included with the Notice of Recommended Disciplinary Action. A copy of the Notice of Recommended Disciplinary Action decision shall be provided at the same time to the CSEA Labor Relations Representative.

**17.4 RIGHT TO APPEAL**

17.4.1 Within ten (10) workdays after receiving the Notice of Recommended Disciplinary Action described above, the bargaining unit member may appeal by signing and filing the form included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the bargaining unit member shall constitute sufficient notice of appeal.

**ARTICLE 17**  
***Disciplinary Action (Continued)***

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17.4.2 If the bargaining unit member fails to file a notice of appeal within ten (10) workdays, he/she shall be deemed to have waived his/her right to appeal, and the hearing officer may order the recommended disciplinary action into effect immediately. A copy of the hearing officer's decision shall be provided to the CSEA Labor Relations Representative.

17.4.3 LCOE shall bear the burden of proof by the preponderance of the evidence.

**17.5 EMPLOYMENT STATUS PENDING APPEAL OR WAIVER**

17.5.1 Except as provided herein, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active-duty status and responsible for fulfilling the duties of the position or on paid administrative leave, pending his/her appeal or waiver thereof.

17.5.2 If the Superintendent or designee determines that a permanent classified bargaining unit member should be dismissed and that his/her continuing in active-duty status would present an unreasonable risk of harm to students, staff or property while proceedings are pending, the Superintendent or designee may order the bargaining unit member immediately suspended from duty without pay in conjunction with the recommendation of the disciplinary action.

17.5.3 This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the bargaining unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.

17.5.4 Except in cases of emergency when the bargaining unit member must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

17.5.5 This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and the proposed immediate suspension without pay, materials upon which the proposed action is based, and the bargaining unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendations or order are issued. A copy of the Superintendent's decision shall be provided to the CSEA Labor Relations Representative.

**ARTICLE 17**  
***Disciplinary Action (Continued)***

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**17.6 HEARING PROCEDURES**

17.6.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The bargaining unit member shall be entitled to appear personally, produce evidence, and have counsel.

**17.6.2 Conduct of Hearing**

17.6.2.1 Notice of Hearing: the Superintendent shall set the matter for hearing and shall give the unit member at least five (5) business days' notice in writing of the date and place of such hearing.

17.6.2.2 Rights of Unit Member: the unit member shall attend any hearing unless excused by the Superintendent and shall be entitled to:

- 1) Be represented by counsel or any other person at such a hearing.
- 2) Testify under oath.
- 3) Compel the attendance of other employees of LCOE to testify on his/her behalf to the extent allowed by law.
- 4) Cross-examine all witnesses appearing against him/her and all employees of LCOE whose actions are in question or who have investigated any of the matters involved in the hearings and whose reports are offered in evidence before the Superintendent.
- 5) Present such affidavits, exhibits, and other evidence, as the Superintendent deems pertinent to the inquiry.

17.6.2.3 LCOE Rights: the party attempting to substantiate the charges (LCOE) shall be entitled to the same privileges as the unit member.

17.6.2.4 Evidence: the hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.

17.6.2.5 Exclusion of Witnesses: the Superintendent may, at its discretion, exclude witnesses not under examination except the unit member and the party attempting to substantiate the charges against the unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

17.6.2.6 Burden of Proof: the burden of proof shall be upon LCOE.



**ARTICLE 17**  
***Disciplinary Action (Continued)***

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17.6.2.7 Findings and Decision: The superintendent shall consider the oral and documentary evidence introduced by the unit member and shall determine whether or not the proposed discipline will be imposed. After completion of the hearing the superintendent shall issue a written decision on the matter.

**17.7 CAUSES**

17.7.1 In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of LCOE, each of the following constitutes cause for disciplinary action against a permanent bargaining unit member:

17.7.1.1 Falsifying any information supplied to LCOE, including, but not limited to, information supplied on application forms, employment records, or any other school LCOE records.

17.7.1.2 Incompetency

17.7.1.3 Inefficiency

17.7.1.4 Neglect of duty

17.7.1.5 Insubordination

17.7.1.6 Dishonesty

17.7.1.7 Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her.

17.7.1.8 Possessing, or being under the influence of, a controlled substance at work or furnishing alcohol or a controlled substance to a minor.

17.7.1.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), is deemed to be a conviction for this purpose.

17.7.1.10 Absence without leave.

17.7.1.11 Discourteous treatment of the public, students or other employees.

**ARTICLE 17**  
***Disciplinary Action (Continued)***

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- 17.7.1.12 Political activity that interferes with the performance of the bargaining unit member's job duties.
- 17.7.1.13 Willful disobedience
- 17.7.1.14 Misuse of LCOE property
- 17.7.1.15 Violation of LCOE, Board or departmental rule, policy, or procedure.
- 17.7.1.16 Failure to possess or keep in effect any required license, certificate, or other similar requirement specified in the bargaining unit member's class specifications or otherwise necessary for the bargaining unit member to perform the duties of the position.
- 17.7.1.17 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, or age against the public or other employees while acting in the capacity of a LCOE employee.
- 17.7.1.18 Unlawful retaliation against any other LCOE officer or employee or member of the public who, in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- 17.7.1.19 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to LCOE or his/her employment.

**ARTICLE 18**  
***Grievance Procedures***

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**18.1 DEFINITIONS**

- 18.1.1 A "grievance" shall mean an alleged violation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of LCOE which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law.
- 18.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance or the Association.
- 18.1.3 A "conferee" shall mean any Association representative provided to the grievant to assist the grievant in presenting and processing the grievance.
- 18.1.4 A "day" shall mean any day on which LCOE is open for business.
- 18.1.5 An "Immediate Supervisor" shall mean the first level supervisor having immediate jurisdiction over the grievant (who has been designated to adjust grievances).
- 18.1.6 A grievance form shall be completed in writing by the grievant at Level 2 within Twenty (20) days of the occurrence or within Twenty (20) days of when the employee could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

**18.2 GENERAL PROVISIONS**

- 18.2.1 The purpose of the grievance process is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential, and that the grievant and Immediate Supervisor should attempt to resolve the grievance at the informal level.
- 18.2.2 The filing of a grievance shall in no way interfere with the rights of LCOE to proceed in carrying out its management responsibilities subject to the final decision regarding the grievance. If the alleged grievance involves an order, requirement, or other direction, the grievant shall fulfill such order, requirement, or other directive pending a final decision on the grievance.
- 18.2.3 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort will be made to comply with the time limits contained in the grievance procedure, but upon written consent of both parties, the time limit for any step of the grievance process may be extended.
- 18.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant.

**ARTICLE 18**  
***Grievance Procedures (Continued)***

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- 18.2.5 The employee and his/her immediate supervisor or other LCOE administrator shall have the right to include in grievance meetings at Level 2 or higher such individuals as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request.
- 18.2.6 Failure by a grievant to meet any deadline set forth in this Article shall immediately terminate the grievance and the grievant shall not have a right to re-file on the same set of facts. Failure by the LCOE to meet a deadline set forth in this Article shall give the grievant the right to proceed to the next step in the grievance process. The timelines set forth in this Article may be extended upon mutual agreement of both parties in writing.

**18.3 REPRESENTATION**

- 18.3.1 No employee shall be required to be represented by CSEA in processing a grievance.
- 18.3.2 An employee may request CSEA to represent him/her in all stages of the grievance procedure. Neither CSEA nor LCOE shall take any reprisals or unilaterally discriminate against any employee for exercising their rights under this article.
- 18.3.3 If an employee pursues a grievance without the intervention of CSEA the grievance shall not be considered resolved until CSEA has received notice of the grievance solution and has been given an opportunity to file a written response. The solution cannot change or modify the existing CBA without written agreement from the CSEA exclusive representative.
- 18.3.4 An employee may not pursue a grievance beyond Level 1 without CSEA representation.

**18.4 PROCEDURE**

- 18.4.1 Level 1-*Informal Meeting*. The employee must meet with his/her immediate supervisor within twenty (20) days of the occurrence, or within twenty (20) days of when the employee could reasonable have known of the occurrence of the act or omission giving rise to the grievance, to discuss the grievance in an attempt to resolve it informally at the lowest possible level. If the employee is unable to meet with his/her immediate supervisor or if a grievance is not resolved at Level 1, CSEA may proceed to Level 2.
- 18.4.2 Level 2-*Immediate Supervisor*. Within ten (10) days of the Level I *Informal Meeting*, CSEA must present grievance to the Immediate Supervisor in writing. The grievance shall contain a clear and concise statement of the grievance, the

**ARTICLE 18**  
***Grievance Procedures (Continued)***

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circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The Immediate Supervisor shall communicate a decision to CSEA in writing within ten (10) days after receiving the written grievance. Within the foregoing time limit, either party may request a conference to discuss the grievance.

- 18.4.3 Level 3-Superintendent/Designee. If CSEA is not satisfied with the decision at Level 2, CSEA may, within ten (10) days, appeal the decision to the Superintendent or his/her designee. This written appeal statement shall include a copy of the original grievance, the appeals, and the decisions rendered at the previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate a written decision within ten (10) days. Within the foregoing time limit, either party may request a conference to discuss the grievance.
- 18.4.4 Level 4-Mediation. In the event that CSEA is not satisfied with the decision at Level 4, CSEA and the LCOE request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) days. CSEA and the LCOE shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.
- 18.4.4.1 If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by CSEA and LCOE. This agreement shall be non-precidential and shall constitute a settlement of the grievance.

**ARTICLE 19**  
***Term of Agreement***

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19.1 TERM:

This Agreement shall be effective July 1, 2024 to June 30, 2027.

19.2 COMPLETE AGREEMENT:

The CSEA agrees that it has had a full and unrestricted right to meet, advance, and discuss all matters properly within the scope of meeting and negotiating according to state law. This Agreement constitutes the full and complete Agreement of the parties and there are no other, oral or written, except as herein contained.

19.3 REOPENERS:

For the 2025-26 and 2026-27 school years, either party may re-open negotiations regarding two articles by giving written notice to the other party by February 1 of each year. If the proposed COLA in January is 3% or less, salary and health and welfare, will not be reopened.

No other changes to the collective bargaining agreement are made by this Agreement except as stated herein.

This agreement shall not be effective until and unless it has been approved by the Superintendent and the CSEA. The parties' bargaining team members acknowledge that by their signatures below they are entering into a good faith commitment to secure approval of this Agreement.

Executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024.

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

LASSEN COUNTY SUPERINTENDENT  
OF SCHOOLS

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Cody Waltman, President  
CSEA Chapter #550

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Patricia A. Gunderson  
County Superintendent of Schools

Ratified June 21, 2024