

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

July 1, 2026 - June 30, 2029

July 1, 2026 - June 30, 2029 Year 1 of 3

TABLE OF CONTENTS

Article 1.	AGREEMENT	3
Article 2.	RECOGNITION	3
Article 3.	SEVERABILITY	3
Article 4.	COMPLETION OF MEET AND NEGOTIATE	4
Article 5.	CONCERTED ACTIVITIES.....	4
Article 6.	ORGANIZATIONAL SECURITY	5
Article 7.	ORGANIZATIONAL RIGHTS	6
Article 8.	NONDISCRIMINATION.....	8
Article 9.	PHYSICAL EXAMINATIONS	8
Article 10.	PERSONAL PROPERTY	8
Article 11.	SAFETY.....	9
Article 12.	EVALUATION	10
Article 13.	EMPLOYEE PERSONNEL FILE	11
Article 14.	LEAVES.....	12
Article 15.	TRANSFERS.....	14
Article 16.	HOURS WORKED.....	15
Article 17.	WORK DAY, WEEK, MONTH, AND YEAR.....	16
Article 18.	SALARIES.....	17
Article 19.	FRINGE BENEFITS	21
Article 20.	CALENDAR/HOLIDAYS.....	21
Article 21.	ANNUAL VACATIONS	22
Article 22.	WORK IN HIGHER CLASSIFICATION	23
Article 23.	FLEXIBLE WORK SITES	23
Article 24.	SENIORITY	23
Article 25.	LAYOFF	24
Article 26.	GRIEVANCE PROCEDURE	24
Article 27.	CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS	27
Article 28.	EXTENDED YEAR.....	27
Article 29.	BUS DRIVERS.....	28
Article 30.	MANAGEMENT RIGHTS	28
APPENDIX		30

1 **Article 1. AGREEMENT**

2 **1.1.** This agreement is made and entered into by and between the Tehama County
3 Superintendent of Schools/Tehama County Board of Education, hereinafter
4 referred to as the Department; and California School Employees Association
5 (CSEA) Tehama County Chapter No. 406, hereinafter referred to CSEA.

6 **1.2.** This agreement is entered into pursuant to G.C. Chapter 10.7, Sections 35403549,
7 Educational Employment Relations Act.

8 **1.3.** The term of this agreement shall be from November 1, 2023 through October 31,
9 2026.

10 **1.4.** Each party shall have the option of opening articles on Salary and Benefits each
11 year for negotiations and two other articles of choice.

12 **2. RECOGNITION**

13 The Department recognizes CSEA as the exclusive representative for the unit.

14 **2.1.** Positions in the Unit shall include all instructional and operational support
15 employees. All other classified positions designated as management, supervisory,
16 confidential, or office/technical shall be excluded.

17 **2.2.** Disputed positions may be submitted to the Public Employment Relations Board
18 for resolution.

19 **2.3.** New unit positions added during the duration of this agreement shall be noticed
20 to the Unit.

21 **3. SEVERABILITY**

22 **3.1.** It is understood and agreed that the specific provisions contained in this
23 Agreement shall prevail over Department practices and procedures and over
24 federal and state laws where the provisions exceed federal and state laws and
25 that in the absence of specific provisions in this Agreement, such practices and
26 procedures are within the discretion of the County Superintendent, unless they
27 are mandatory subjects of bargaining, then both parties agree to meet and
28 negotiate on the subject.

29 **3.2.** If, during the life of this Agreement, there exists any applicable law or any
30 applicable rule, regulations, or order issued by governmental authority other than
31 the Department which shall render invalid or restrain compliance with or
32 enforcement of any provision of this Agreement, such provision shall be
33 immediately suspended and of no effect hereunder so long as such law, rule,
34 regulations, or order shall remain in effect. Such invalidation of a part or portion
35 of this Agreement shall not invalidate any remaining portions which shall continue
36 in full force and effect.

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) days after
3 such determination for the purpose of arriving at a mutually satisfactory
4 replacement for such article or section.

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

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

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

19 **4.4.** Employees shall submit the necessary form in sufficient time prior to a negotiations
20 session so that suitable Department approved substitutes can be obtained. If the
21 Department is unable to obtain substitutes for the scheduled meeting, the
22 meeting shall be rescheduled at a mutually agreeable time and place.

23 **4.5.** The Unit shall present its initial letter of intent to the Superintendent in sufficient
24 time to be placed on an agenda no later than the August board meeting.

25 **4.6.** The Department will adhere to its Educational Employment Relations Act ("EERA")
26 obligations to negotiate the effects and impacts of any Department decision that
27 impacts the working conditions of unit members.

28 **4.7.** All public disclosure legal requirements shall be complied with.

29 **5. CONCERTED ACTIVITIES**

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

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 employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall

not be required to join or financially support Chapter #406 of the California School Employees Association as a condition of employment; except that such employee shall pay in lieu of service fee, sums equal to such service fee to a nonreligious, non-labor organization charitable fund exempt from taxation under Section 503/c (3) of Title 26 of the Internal Revenue Code.

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

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

6.8. Association Responsibilities

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

6.9. Indemnification and Hold Harmless

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

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

6.9.3. The association shall have the exclusive right to decide and 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.

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.

1 **7.2.** CSEA shall have the right to access at reasonable times to areas in which
2 employee's work, the right to use Department bulletin boards, mailboxes, and
3 other means of communication, subject to reasonable regulation, and the right
4 to use Department facilities at reasonable times for the purpose of meetings
5 concerned with the exercise of the rights guaranteed by this chapter.

6 **7.3.** The Department agrees to make a computer station available to current unit
7 members for work-related purposes.

8 **7.4.** Employee information

9 7.4.1. The Department agrees to comply with AB119 with employee information
10 as follows:

11 7.4.1.1. Monthly on the last working day of the month:

12 7.4.1.1.1. Full report which includes new hires.

13 7.4.2. The Department agrees to provide the following information:

14 7.4.2.1. First Name;

15 7.4.2.2. Middle initial;

16 7.4.2.3. Last name;

17 7.4.2.4. Suffix (e.g. Jr., III)

18 7.4.2.5. Job Title;

19 7.4.2.6. Department;

20 7.4.2.7. Primary worksite name;

21 7.4.2.8. Work telephone number;

22 7.4.2.9. Work Extension;

23 7.4.2.10. Home Street address (incl. apartment #)

24 7.4.2.11. City

25 7.4.2.12. State

26 7.4.2.13. ZIP Code (5 or 9 digits)

27 7.4.2.14. Home telephone number (10 digits);

28 7.4.2.15. Personal cellular telephone number (10 digits);

29 7.4.2.16. Personal email address of the employee;

30 7.4.2.17. Last four numbers of the social security number;

31 7.4.2.18. Birth date;

32 7.4.2.19. Employee ID;

33 7.4.2.20. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);

1 7.4.2.21. Hire date.

2 **7.5. New Employee Orientation**

3 7.5.1. The Department and CSEA mutually agree to provide CSEA with monthly
4 scheduled orientation meetings.

5
6 7.5.2. The Department and CSEA mutually agree to provide one CSEA
7 representative release time to attend orientation meetings. In the event
8 that CSEA cannot attend a regularly scheduled Department orientation,
9 the Department and CSEA mutually agree to allow for release time for
10 one CSEA representative and new employees so that CSEA can conduct
11 a CSEA new employee orientation. The structure, time and manner of
12 CSEA representative access shall be determined through mutual
13 agreement between the Department and CSEA.

14 **7.6.** Upon approval of the Chapter President, the Department shall release one (1) full
15 time unit member with pay, for up to five (5) work days to attend the CSEA Annual
16 Conference. CSEA shall notify the Department no later than May 1st of each year
17 of the name of the unit member to be released. The Department may deny
18 release time based on operational need. The Chapter shall reimburse the
19 Department for the cost of any substitute employee hired to replace the unit
20 member.

21 **8. NONDISCRIMINATION**

22 **8.1.** Neither the Department nor the Association shall interfere with, threaten, restrain,
23 coerce, or discriminate against employees or the Department because of the
24 exercise of their rights under this Agreement.

25 **9. PHYSICAL EXAMINATIONS**

26 **9.1.** The Department agrees to provide the full cost of any medical examination
27 required as a condition of continued employment. Such examination shall be by
28 a physician designated by the Department.

29 **10. PERSONAL PROPERTY**

30 **10.1.** The Department will pay the costs of replacing or repairing eyeglasses, hearing
31 aids, other prosthetics, and/or clothing necessarily worn or carried by the Unit
32 member when any such property is damaged in the line of duty without fault
33 of the Unit member. Limit of payment shall be \$500.

34 **10.2.** The Department will also reimburse any Unit member for the loss, destruction,
35 damage by arson, burglary, accident, or vandalism of personal property used
36 in the special education classrooms or any Department facility, including
37 administrative offices only under the following conditions: Prior written
38 approval to use and determination of value of the Unit member's property
39 must be made by the program director before use of such personal property.

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

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

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

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

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

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

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

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

11. SAFETY

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

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

11.3. If a Unit employee is attacked, assaulted, or menaced by any pupil, it shall be the duty of such Unit employee, and the duty of any person under whose direction or supervision such Unit member is employed in the Department who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities of the county or city in which the same occurred.

1 **11.4.** Any condition in a facility utilized by the Department deemed to be unsafe
2 by a Unit employee shall be reported in writing to the Department. An action or
3 response in writing shall be provided within twenty (20) working days by the
4 Department, who shall maintain records of safety reports and subsequent actions.

5 **12. EVALUATION**

6 **12.1.** A written evaluation on the form (Appendix 3) shall be made by the direct
7 supervisor on or before May 15, each year for permanent employees and at least
8 twice during the probationary period for new employees.

9 12.1.1. Probationary employees shall be evaluated as frequently as necessary and
10 at least once during the first two months and again after five months of
11 service.

12 12.1.2. The normal probationary period for employees shall be at least six months
13 or 130 work days.

14 **12.2.** The evaluation shall be made in duplicate with one copy to the employee,
15 and one copy placed in the employee's personnel file following a conference
16 between supervisor and employee.

17 **12.3.** Any unsatisfactory evaluation for permanent employees shall include rec-
18 ommendations for how improvement can be accomplished and documentation
19 regarding how the unsatisfactory performance had been addressed with the
20 employee prior to the evaluation.

21 12.3.1. Any evaluation indicating unsatisfactory shall include specific deficiencies
22 and specific recommendations for improvement and provisions for assisting
23 the employee in implementing any recommendations made.

24 12.3.2. If the employee feels that the evaluation might lead to discipline at any
25 meeting to discuss an evaluation, the bargaining unit member is entitled to
26 the right to representation by CSEA. Such representation shall have the right
27 to speak on behalf of the employee.

28 **12.4.** Any employee shall have the right to respond in writing to any
29 unsatisfactory comment.

30 **12.5.** Any employee may, if he/she wishes, discuss the evaluation at the next ad-
31 ministrative level(s) within 30 calendar days.

32 **12.6.** Matters to be evaluated shall not go beyond the last evaluation unless an
33 employee has been rated unsatisfactory or it was not applicable at the time.

34 **12.7.** Matters to be evaluated shall not include activities based on an
35 employee's participation in California School Employees Association.

1 **12.8.** No evaluation shall be based on statements or events which cannot be
2 substantiated. Evaluations shall be made based upon the professional judgment,
3 including direct observation, and cumulative knowledge of the evaluator.

4 **12.9.** The signing of an evaluation by an employee only means that the
5 employee has received a copy of the evaluation, not that the employee agrees
6 with the contents of the evaluation.

7 **13. EMPLOYEE PERSONNEL FILE**

8 **13.1.** Inspection. An employee may inspect material in his/her personnel file
9 except for materials which:

10 13.1.1.1.1. are obtained prior to his/her employment;

11 13.1.1.1.2. were prepared by identifiable examination committee
12 members; or

13 13.1.1.1.3. were obtained in connection with a promotional
14 examination.

15 **13.2.** Procedures. An employee may inspect such materials in his/her personnel
16 file, with the exception of the above specified items, during normal business hours
17 of the Department office at times other than when the employee is required to
18 render service. Such inspection shall take place under the supervision of a
19 Department Administrator or designee. Unit representatives may so inspect an
20 employee's personnel file in the company of the employee or with the written
21 authorization of the employee.

22 **13.3.** File Contents

23 13.3.1. No materials of a derogatory nature, except the above specified items,
24 may be placed in an employee's personnel file without allowing employee
25 an opportunity to review and comment thereon during a ten (10) working
26 day period.

27 13.3.2. An employee shall have the right to enter, and have attached to any
28 derogatory statement, his/her own comments thereon. The review and
29 comment upon materials of derogatory nature shall take place during the
30 normal business hours of the Department office and times when the
31 employee can be spared from duty, as determined by the supervisor. The
32 employee shall be released from duty without loss of pay. The employee shall
33 submit a request in advance to the supervisor to leave the normal place of
34 work during assigned duty times for such review and comment.

35 13.3.3. All materials placed in an employee's personnel file shall be dated and
36 signed by the contributor.

1 13.3.4. Non-verifiable or unsubstantiated (hearsay) materials may not be placed
2 in an employee's personnel file.

3 **14. LEAVES**

4 **14.1.** Leave of Absence. The County Superintendent of Schools may grant
5 leaves of absence, with or without pay, to Unit members.

6 **14.2.** Jury Duty. When employees are called for jury duty, such absence shall be
7 without loss of pay. A copy of the jury summons shall be attached in Frontline.
8 The employee shall endorse the jury duty check to the Department and will be
9 reimbursed by the Department for mileage, if any, that is included in the check.
10 A unit member whose work shift assignment starts at 2:00 or after shall not be
11 required to return to work after fulfilling his/her obligation for jury duty.

12 **14.3.** Family Leave. The Department shall grant leave of absence to unit
13 members according to law and per Department policy.

14 **14.4.** Bereavement Leave (Includes reproductive loss). Employees are entitled to
15 a leave of absence up to five (5) days upon the death of any member of the
16 employee's immediate family, as defined below. Three (3) days are without the
17 loss of salary with an additional two (2) days that can be used utilizing other
18 qualifying leaves. When out of state travel is required, five (5) days of
19 bereavement leave is allotted without loss of salary, and proof of travel shall be
20 submitted with the bereavement leave request. All bereavement leaves shall be
21 taken within three (3) months of the qualifying death. The immediate family is
22 defined as mother, father, grandmother, grandfather, aunt, uncle, niece,
23 nephew, or grandchild of the employee or the spouse of the employee; or the
24 spouse, domestic partner, son, stepson, son-in-law, daughter, stepdaughter,
25 daughter-in-law, brother or sister, brother-in-law or sister-in-law, of the employee
26 or any relative living in the immediate household of the employee. (Mother and
27 father are defined to include stepmother and stepfather.)

28 **14.5.** Military Leave. Members of the Unit shall be granted any military leave to
29 which they are entitled, under law, as classified Department employees.

30 **14.6.** Industrial Accident and Illness Leave. Unit members who are absent
31 because of industrial (job-related) accident or illness shall be granted up to sixty
32 (60) working days in any one fiscal year for the same accident. This leave will
33 commence on the first day of absence due to industrial accident or illness.
34 Payment for wages lost on any day shall not, when added to an award granted
35 the Unit member under the workers' compensation laws of this state, exceed the
36 normal wage for the day. Industrial accident leave will be reduced by one day
37 for each day of authorized absence regardless of a compensation award made
38 under workers' compensation. When an industrial accident or illness occurs at a
39 time when the full sixty (60) days will overlap into the next fiscal year, the Unit
40 member shall be entitled to only that amount remaining at the end of the fiscal
41 year in which the injury or illness occurred for the same illness or injury.

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

22 **14.7.** Family Care and Medical Leave. Unit members may be granted unpaid
23 leave consistent with the federal (Appendix 4) and state law (Appendix 5), and
24 Department Policy (Appendix 6).

25 14.7.1. During this unpaid leave, the Department will continue its regular payment
26 of group insurance premiums for up to 12 weeks. Employee is responsible for
27 their portion of the premium.

28 **14.8.** Sick Leave. Every Unit member employed five days a week by the
29 Department shall be entitled to twelve (12) days leave of absence for illness or
30 injury and such additional days, in addition thereto, as the governing board may
31 allow for illness or injury, exclusive of all days he is not required to render service
32 to the Department, with full pay for a fiscal year of service. A unit member,
33 employed five days a week, who is employed for less than a full fiscal year is
34 entitled to that proportion of 12 days leave of absence for illness or injury as the
35 number of months he/she is employed bears to 12 and the proportionate
36 amount, thereto, authorized by the governing board for Unit employees
37 employed five days a week for a full fiscal year of service.
38 A Unit member employed less than five days per week shall be entitled, for a fiscal
39 year of service, to that proportion of 12 days leave of absence for illness or injury
40 as the number of days he/she is employed per week bears to five and is entitled
41 to the proportionate amount, consistent with this formula, of such additional days,
42 in addition thereto, authorized by the governing board for Unit employees
43 employed five days a week for a full fiscal year of service. When such persons
44 are employed for less than a full fiscal year of service, this and the preceding
45 paragraph shall determine that proportion of leave of absence for illness or injury

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

9 If a Unit member does not take the full amount of leave of absence in any year
10 under this section, the amount not taken shall be accumulated from year to year
11 with such additional days as the governing board may allow. The governing
12 board shall adopt rules and regulations requiring and prescribing the manner of
13 proof of illness or injury for the purpose of this section. Such rules and regulations
14 shall not discriminate against evidence of treatment and the need therefore by
15 the practice of the religion of any well-recognized religious sect, denomination,
16 or organization.

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

24 **14.9.** Personal Necessity Leave. Personal Necessity Leave may be granted to
25 Unit members in compliance with the Education Code (Appendix 7) and
26 Department Policy (Appendix 8).

27 **14.10.** Additional Use of Sick Leave. During any fiscal year, unit members are
28 entitled to use up to one-half of their annual entitlement to sick leave described
29 in Section 14.8 to attend to an illness of a child, parent, or spouse of the employee.
30 For the purposes of this provision, the term "child" is as defined in the labor code
31 (Appendix 9). All conditions and restrictions regarding the use of sick leave shall
32 also apply to this section.

33 **14.11.** Leave for Study and Training. Leaves without pay for study and training
34 may be granted subject to the approval of the Superintendent and the
35 governing board.

36 **15. TRANSFERS**

37 **15.1.** A transfer is a lateral move from one position to another that requires the
38 same classification and identical job description. A transfer may be unit member
39 initiated (voluntary) or Department initiated (involuntary). A transfer may occur
40 as a result of a reassignment by the Department or assignment of an employee
41 returning from leave (involuntary) or when a vacancy is posted by the personnel
42 office (voluntary).

1 15.1.1. VOLUNTARY. The Department shall offer the opportunity to transfer to unit
2 employees who shall be interviewed with other current employee applicants
3 for a position that requires the same classification and identical job
4 description.

5 a) The job will be awarded based on all of the following: Seniority,
6 qualifications of the employee, approval of the vacant
7 position's supervisor, and subject to final approval of the
8 Superintendent.

9 b) Any employee assigned to work in a work location other than
10 the employee's normal work site for a period in excess of five
11 working days may present a written request for review of the
12 assignment by the immediate supervisor.

13 c) Notice of vacancy will be posted for a period of five (5) working
14 days prior to filling the position. Posting shall be on the
15 Department's bulletin board and by personal notice to off-site
16 classified employees.

17 15.1.2. INVOLUNTARY. If a voluntary transfer is not requested, the superintendent
18 or designee may elect to initiate an administrative transfer. Such a transfer
19 shall be based exclusively on the legitimate, educationally-related needs of
20 the Department. These needs shall be stated in writing to the Unit member.
21 Involuntary transfers shall not be made arbitrarily or capriciously or for punitive
22 or disciplinary purposes. If the Unit member desires, a conference shall be
23 held with the superintendent or designee. Notice of at least five (5) working
24 days shall be provided for an involuntary transfer.

25 a) Upon conclusion of interviews, should two or more applicants be
26 equally qualified, the internal applicant will be given hiring
27 preference.

28 **16. HOURS WORKED**

29 **16.1.** For the purpose of computing the number of hours worked, time during
30 which an employee is excused from work because of holidays, sick leave,
31 vacation, compensating time off, or other paid leave of absence shall be consid-
32 ered as time worked by the employee.

33 **16.2.** Probationary employees will become permanent employees after the
34 employee has been employed 6 months or 130 work days. At that time the
35 employee shall be considered permanent and a member of the classified
36 service.

37 **16.3.** Probationary employees may be terminated without cause and without
38 thirty (30) day notice.

1 **16.4.** If a classroom, program, or student requires additional staff time and the
2 Department determines it is feasible to do so, the additional time may be first
3 offered to one or more of the current employees in that program on a short-term
4 basis for up to 90 calendar days. If the employee(s) accepts the offer of
5 additional time and the need for the additional time ceases to exist prior to 90
6 calendar days, the increased work day shall be reduced to its original level, with
7 one week prior notice. If the need for additional time ceases to exist after 90
8 calendar days, the reduction in the work day shall be pursuant to the layoff
9 procedures in Section XXV.

10 **17. WORK DAY, WEEK, MONTH, AND YEAR**

11 **17.1.** Work day, work week, work month, and work year shall be designated by
12 the Superintendent.

13 **17.2.** Meal Period. A non-compensated, scheduled, uninterrupted meal period
14 between thirty (30) to sixty (60) minutes shall be provided all Unit employees who
15 render service of at least six (6) hours. The length of the meal period shall be
16 determined by the Supervisor. The Supervisor shall assign the meal period to be
17 taken at or about the midpoint of each work shift. The meal period for six-hour
18 Unit employees may be waived by written mutual agreement between the Unit
19 employee and supervisor with approval of the appropriate administrator.

20 **17.3.** Rest Period. A fifteen (15) minute compensated rest period shall be
21 provided members of the Unit for each four (4) hour period of service.

22 **17.4.** Overtime. Overtime pay or compensatory time off shall be provided
23 employees who are directed by their supervisor to work in excess of eight (8) hours
24 in any one (1) day, or in excess of forty (40) hours in any workweek. Employees
25 with a work week of five (5) consecutive workdays averaging four (4) hours or
26 more per day shall receive overtime compensation for work directed and
27 authorized by the immediate site administrator to be performed on the sixth (6th)
28 and seventh (7th) day following the commencement of the workweek. Employees
29 whose average workday is less than four (4) hours shall receive
30 overtime compensation for work directed and authorized by the site
31 administrator to be performed on the seventh (7th) day following the
32 commencement of the workweek. Upon request of the Unit member, the
33 Department may grant compensatory time equal to time and one-half of the
34 employee's regular rate of pay or compensatory time off at time and one-half of
35 the employee's regular rate of pay. Employees authorized by the Department to
36 work overtime shall take the compensatory time off or be paid, as approved by
37 the Department. If the employee is unable to take the time, or if the Department
38 rejects the employee's request for compensatory time, the Unit member shall be
39 compensated. All overtime shall be recorded on the Unit member's regular time
40 card within the month earned.

41 **17.5.** Extra Time. Extra time is any time worked within the five-day workweek by
42 a part- time Unit member over and above her/his normal part-time work

assignment, up to eight (8) hours per day, as directed by the immediate supervisor. Extra time shall be paid at the regular rate of pay, or shall be taken as time off on an hour for hour basis at the request of the Unit member and as approved by the immediate supervisor. All extra time shall be recorded on the Unit member's extra time tracking sheet within the month earned.

18. SALARIES

18.1. The classified salary schedule for CSEA shall be increased 2.75 % effective July 1, 2026.

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

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

18.3. Effective July 1, 2014, longevity steps will become salary steps included on the salary schedule

18.4. 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.

18.5. 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.

18.6. Mileage Reimbursement and Insurance Stipend

18.6.1. Mileage reimbursement. An itinerant employee is someone:

18.6.1.1. whose assignment requires him/her to serve more than one school site per day on a regularly scheduled basis, or

1 18.6.1.2. who is given a special assignment by the
2 director which qualifies them for mileage reimbursement
3 under this policy.

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

7 a) for miles driven between school sites.

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

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

14 18.6.2. Insurance Stipend. A stipend shall be paid for automobile insurance
15 reimbursement for maintaining insurance coverage at the recommended
16 level of the department's insurance carrier. The stipend shall be \$400.00 per
17 year for full-year itinerant service. For purposes of the insurance stipend, an
18 itinerant employee is a unit member whose assignment requires him/her to
19 serve more than one school site per day on a regularly scheduled basis or on
20 a given day serves a school site which is in excess of 25 miles distance from
21 the County Office. Any change in assignment may result in a proration.
22 Schedules subject to changes within the school year will be reviewed by the
23 Department, the employee, and the designated unit representative by April
24 30. The parties will review the log of the year's assignment and calculate the
25 itinerant proration. Payment shall be made as a lump sum with the June
26 payroll. In order to receive the insurance stipend, a unit member serving in
27 an itinerant status and using any privately-owned vehicle, shall be annually
28 required to provide the Human Resource Services office proof of insurance
29 and coverage, on the Privately-Owned Vehicle Insurance Certification Form
30 with a copy of the declaration sheet, or insurance card on or before August
31 15. This form shall cover all privately-owned vehicles driven by the employee
32 during the course of their duties. A revised form shall be submitted within 30
33 days of any change in insurance coverage.



**Tehama County Department of Education
Classified School Employees Association
(CSEA)
2026-2027**

<u>Range</u>	<u>Position</u>
22	Braille Transcriber - Entry Level Car Driver
25	Deaf Mentor Paraeducator - Alternative Education
27	Day Custodian/Light Maintenance Paraprofessional - Special Education
28	Educational Sign Language Interpreter - Entry Level Night Custodian/Light Maintenance
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 Intervention Assistant - Adapted PE Skilled Maintenance Worker
40	Licensed Vocational Nurse (LVN)
43	Heating, Ventilation & Air Conditioning (HVAC) Mechanic
46	Braille Transcriber III Certified Occupational Therapy Assistant Educational Sign Language Interpreter III Speech-Language Pathologist Assistant
48	Lead Interpreter
49	Mechanic



**Tehama County Department of Education
Classified School Employees Association (CSEA)
2026-2027 Salary Schedule**

Hourly Range	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	
22	\$17.42	\$17.86	\$18.31	\$18.76	\$19.23	\$19.71	\$20.21	\$20.71	\$21.23	\$21.76	\$22.41	\$23.09	\$23.78	\$24.49	\$25.23	\$25.98	\$26.76	
23	\$17.86	\$18.31	\$18.76	\$19.23	\$19.70	\$20.20	\$20.70	\$21.22	\$21.75	\$22.29	\$22.85	\$23.65	\$24.36	\$25.09	\$25.84	\$26.62	\$27.42	
24	\$18.31	\$18.76	\$19.22	\$19.71	\$20.20	\$20.70	\$21.22	\$21.75	\$22.29	\$22.85	\$23.42	\$24.00	\$24.72	\$25.47	\$26.23	\$27.02	\$27.86	
25	\$18.76	\$19.23	\$19.70	\$20.20	\$20.71	\$21.23	\$21.76	\$22.30	\$22.86	\$23.43	\$24.14	\$24.86	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82	
26	\$19.23	\$19.70	\$20.19	\$20.71	\$21.22	\$21.75	\$22.29	\$22.85	\$23.42	\$24.00	\$24.72	\$25.47	\$26.23	\$27.02	\$27.83	\$28.66	\$29.52	
27	\$19.70	\$20.19	\$20.71	\$21.22	\$21.76	\$22.30	\$22.86	\$23.43	\$24.02	\$24.62	\$25.35	\$26.11	\$26.90	\$27.71	\$28.54	\$29.39	\$30.27	
28	\$20.19	\$20.71	\$21.21	\$21.75	\$22.30	\$22.85	\$23.43	\$24.01	\$24.61	\$25.23	\$25.98	\$26.76	\$27.57	\$28.39	\$29.24	\$30.12	\$31.03	
29	\$20.71	\$21.21	\$21.75	\$22.29	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.84	\$26.62	\$27.42	\$28.24	\$29.09	\$29.96	\$30.86	\$31.78	
30	\$21.21	\$21.75	\$22.30	\$22.85	\$23.43	\$24.01	\$24.61	\$25.23	\$25.86	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.65	\$32.60	
31	\$21.75	\$22.28	\$22.84	\$23.42	\$23.98	\$24.58	\$25.20	\$25.83	\$26.47	\$27.14	\$27.95	\$28.79	\$29.65	\$30.54	\$31.46	\$32.40	\$33.37	
32	\$22.28	\$22.83	\$23.42	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.66	\$29.51	\$30.40	\$31.31	\$32.25	\$33.22	\$34.22	
33	\$22.83	\$23.42	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.52	\$29.37	\$30.25	\$31.16	\$32.10	\$33.06	\$34.05	\$35.07	
34	\$23.42	\$23.99	\$24.60	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.51	\$29.23	\$30.10	\$31.01	\$31.94	\$32.90	\$33.88	\$34.90	\$35.95	
35	\$23.99	\$24.59	\$25.20	\$25.85	\$26.48	\$27.14	\$27.82	\$28.52	\$29.23	\$29.96	\$30.86	\$31.78	\$32.74	\$33.72	\$34.73	\$35.77	\$36.85	
36	\$24.59	\$25.20	\$25.85	\$26.48	\$27.16	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.65	\$32.59	\$33.57	\$34.58	\$35.62	\$36.69	\$37.79	
37	\$25.20	\$25.85	\$26.48	\$27.16	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.44	\$33.41	\$34.41	\$35.44	\$36.51	\$37.60	\$38.73	
38	\$25.85	\$26.48	\$27.16	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.28	\$33.25	\$34.24	\$35.27	\$36.33	\$37.42	\$38.54	\$39.70	
39	\$26.48	\$27.16	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.28	\$33.09	\$34.08	\$35.10	\$36.15	\$37.24	\$38.36	\$39.51	\$40.69	
40	\$27.16	\$27.83	\$28.53	\$29.24	\$29.98	\$30.73	\$31.50	\$32.29	\$33.10	\$33.92	\$34.94	\$35.99	\$37.07	\$38.18	\$39.33	\$40.51	\$41.72	
41	\$27.83	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.28	\$33.09	\$33.91	\$34.76	\$35.80	\$36.88	\$37.98	\$39.12	\$40.30	\$41.51	\$42.75	
42	\$28.53	\$29.24	\$29.97	\$30.72	\$31.49	\$32.28	\$33.09	\$33.91	\$34.76	\$35.63	\$36.62	\$37.62	\$38.74	\$39.91	\$41.10	\$42.34	\$43.61	
43	\$29.23	\$29.97	\$30.72	\$31.49	\$32.28	\$33.09	\$33.91	\$34.76	\$35.63	\$36.52	\$37.43	\$38.56	\$39.71	\$40.90	\$42.13	\$43.40	\$44.70	
44	\$29.97	\$30.72	\$31.49	\$32.28	\$33.09	\$33.91	\$34.76	\$35.63	\$36.52	\$37.43	\$38.37	\$39.52	\$40.71	\$41.93	\$43.19	\$44.48	\$45.82	
45	\$30.72	\$31.49	\$32.28	\$33.09	\$33.91	\$34.76	\$35.63	\$36.52	\$37.43	\$38.37	\$39.52	\$40.71	\$41.93	\$43.19	\$44.48	\$45.82	\$47.19	
46	\$31.49	\$32.28	\$33.08	\$33.90	\$34.77	\$35.64	\$36.53	\$37.44	\$38.38	\$39.34	\$40.52	\$41.73	\$42.98	\$44.27	\$45.60	\$46.97	\$48.38	
47	\$32.28	\$33.08	\$33.91	\$34.77	\$35.62	\$36.51	\$37.42	\$38.36	\$39.32	\$40.30	\$41.51	\$42.75	\$44.04	\$45.36	\$46.72	\$48.12	\$49.56	
48	\$33.08	\$33.90	\$34.75	\$35.63	\$36.50	\$37.42	\$38.35	\$39.31	\$40.29	\$41.30	\$42.54	\$43.81	\$45.13	\$46.48	\$47.88	\$49.31	\$50.79	
49	\$33.91	\$34.77	\$35.62	\$36.51	\$37.43	\$38.36	\$39.32	\$40.30	\$41.31	\$42.34	\$43.61	\$44.92	\$46.27	\$47.66	\$49.09	\$50.56	\$52.08	
50	\$34.76	\$35.62	\$36.51	\$37.43	\$38.37	\$39.32	\$40.31	\$41.32	\$42.35	\$43.41	\$44.71	\$46.05	\$47.43	\$48.86	\$50.32	\$51.83	\$53.39	

\$ 300.00 A.A.
 Stipends* \$ 500.00 B.A.
 \$1,250.00 M.A.
 \$1,500.00 Ph.D.

*Only one stipend at the highest level will be awarded.

TCDE contributes a maximum of \$22,548 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.

Effective 7/1/2026 2.75% was added to the 2025-2026 salary schedule.

Approved and Effective: 07/01/2026

Official:

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	\$712
Employee plus one	\$1,391
Employee and family	\$1,879

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.

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	Juneteenth
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	Additional holiday at Christmas
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.

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

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

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

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

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

22. WORK IN HIGHER CLASSIFICATION

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

23. FLEXIBLE WORK SITES

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

24. SENIORITY

- 24.1.** Seniority shall be based on hire date within the classification. The Department shall provide California School Employees Association with a hire date seniority list each October. In case of layoff, the Department shall provide California School Employees Association with an updated list of classifications affected forty-five (45) days prior to layoff.

25. LAYOFF

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

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

26. GRIEVANCE PROCEDURE

26.1. Section 1: Definitions

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

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

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

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

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

26.2. Section 2: Conditions

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

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

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

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

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

1 26.2.6. A conference may be requested by either party at each level of the
2 procedure.

3 **26.3.** Section 3: Appearance and Representation

4 26.3.1. Hearings under this procedure shall be conducted at a time and place
5 which will afford a fair and reasonable opportunity for all persons, including
6 witnesses entitled to attend. If any grievance meeting or hearing must be
7 scheduled during the work day, any employee required by either party to
8 participate as a grievant, witness, or representatives of a grievant in such
9 meeting or hearing shall be released from his/her duties without loss of pay
10 for a reasonable amount of time.

11 26.3.2. A grievant may be represented at any step of the grievance procedure by
12 the exclusive representative.

13 26.3.3. Any employee may present grievances without the intervention of the
14 Association provided the resolution of the grievance is not inconsistent with
15 the terms of this Agreement. The Board, the Superintendent, Associate
16 Superintendent, or immediate Supervisor(s) shall not agree to the resolution
17 of a grievance until the Association exclusive representative has received a
18 copy of the grievance and the proposed resolution and has been given the
19 opportunity to file a response. If the Association chooses to respond, it shall
20 do so within ten (10) days.

21 26.3.4. At any level of the grievance procedure the grievant may elect in writing
22 to represent himself/herself rather than have California School Employees
23 Association provide representation. If the grievant elects to represent
24 himself/herself at any step, California School Employees Association shall be
25 relieved of any further obligation of representation and shall be relieved of
26 any further obligation to share in any further expense of the grievance
27 procedure including the costs of arbitration.

28 **26.4.** Section 4: Procedures

29 26.4.1. Informal Level. An employee who believes he/she has a grievance may
30 discuss the situation with his/her immediate supervisor with the objective of
31 resolving the matter informally.

32 26.4.2. Level One. (a) The formal grievance procedure shall begin with the
33 presentation in writing of the grievance on the grievance form to the
34 immediate supervisor or submit pursuant to Section 26.2.1 of this article by the
35 employee within fifteen (15) days after the employee knew of the grievable
36 situation. (b) If the aggrieved person is not satisfied with the disposition of the
37 grievance at Level One, or if no written decision has been given in ten (10)
38 days after presentation of the grievance, he/she may within ten (10) days file
39 the grievance with the next level supervisor.

1 26.4.3. Level Two. (a) If the grievant is not satisfied with the disposition of the
2 grievance at Level One, he/she may file the grievance in writing with the
3 Associate Superintendent according to Level One, (b). (b) If the aggrieved
4 person is not satisfied with the disposition of the grievance at level Two, or if
5 no written decision has been given in ten (10) days after the presentation of
6 the grievance, he/she may within ten (10) days thereafter, file the grievance
7 with the County Superintendent.

8 26.4.4. Level Three. If the grievant is not satisfied with the disposition of the
9 grievance at Level Two, or if no written decision has been given in ten

10 26.4.5. (10) days after the presentation of the grievance, he/she may within ten
11 (10) days thereafter file the grievance in writing to the County
12 Superintendent.

13 26.4.6. Level Four: Option A—If the aggrieved person is not satisfied with the
14 disposition of the grievance at Level Three, or if no written decision has been
15 given in ten (10) days after the presentation of the grievance, he/she may
16 within ten (10) days thereafter file the grievance with the County Board of
17 Education. The grievant shall notify the County Superintendent by 1 p.m.
18 Wednesday preceding the monthly board meeting and shall be placed on
19 the agenda. The board shall then hold a hearing at the board meeting.
20 Within ten (10) days after the hearing, the board will issue its decision in writing
21 to the grievant.

22 26.4.7. Level Four. Option B—In the event the grievance is not satisfactorily
23 adjusted with the County Superintendent, the grievant may within ten (10)
24 days request in writing to the County Superintendent that the grievance be
25 submitted to advisory arbitration. The parties shall immediately attempt to
26 select a mutually acceptable arbitrator either from lists to be developed by
27 the parties, or request the State Conciliation Service to supply a list of five
28 persons. Each party shall alternately strike a name until one remains who shall
29 become the arbitrator. After a hearing of the evidence and after both
30 parties have had an opportunity to make written arguments, the arbitrator
31 shall submit his recommendations containing findings and facts to the
32 grievant and the County Board. The County Board shall give its decision at
33 the first regular board meeting after receiving the arbitrator's
34 recommendations provided a minimum of ten (10) days can elapse between
35 receipt of the recommendations and the board meeting. Advisory
36 arbitration is not mandatory and does not prohibit the grievant from pursuing
37 the grievance to the County Board. If the grievant chooses to proceed
38 directly to the County Board, he/she shall waive his/her right to advisory
39 arbitration. The cost of the arbitration and his/her miscellaneous costs shall
40 be born equally by the parties.

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.

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

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

29. BUS DRIVERS

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

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

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

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

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

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

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

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

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 2026 -2027 school year:

3

For the Department of Education:

For the Association:



JARED CAYLOR
County Superintendent of Schools

8.6.26

Date



CSEA, Chapter #406

8-4-2026

Date



CSEA Labor Representative

8-5-2026

Date

4

APPENDIX

The following are the materials as referenced in the 2026 – 2027 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
- APPENDIX 13** Education Code 45194: Bereavement Leave

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.

SELPA Guideline

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.

- I. 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.

SELPA Guideline

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

SELPA Guideline

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.

SELPA Guideline

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);

SELPA Guideline

- 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.

SELPA Guideline

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.

SELPA Guideline

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 Guideline**Extinction**

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 Interventions**Redirection**

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.

SELPA Guideline

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.

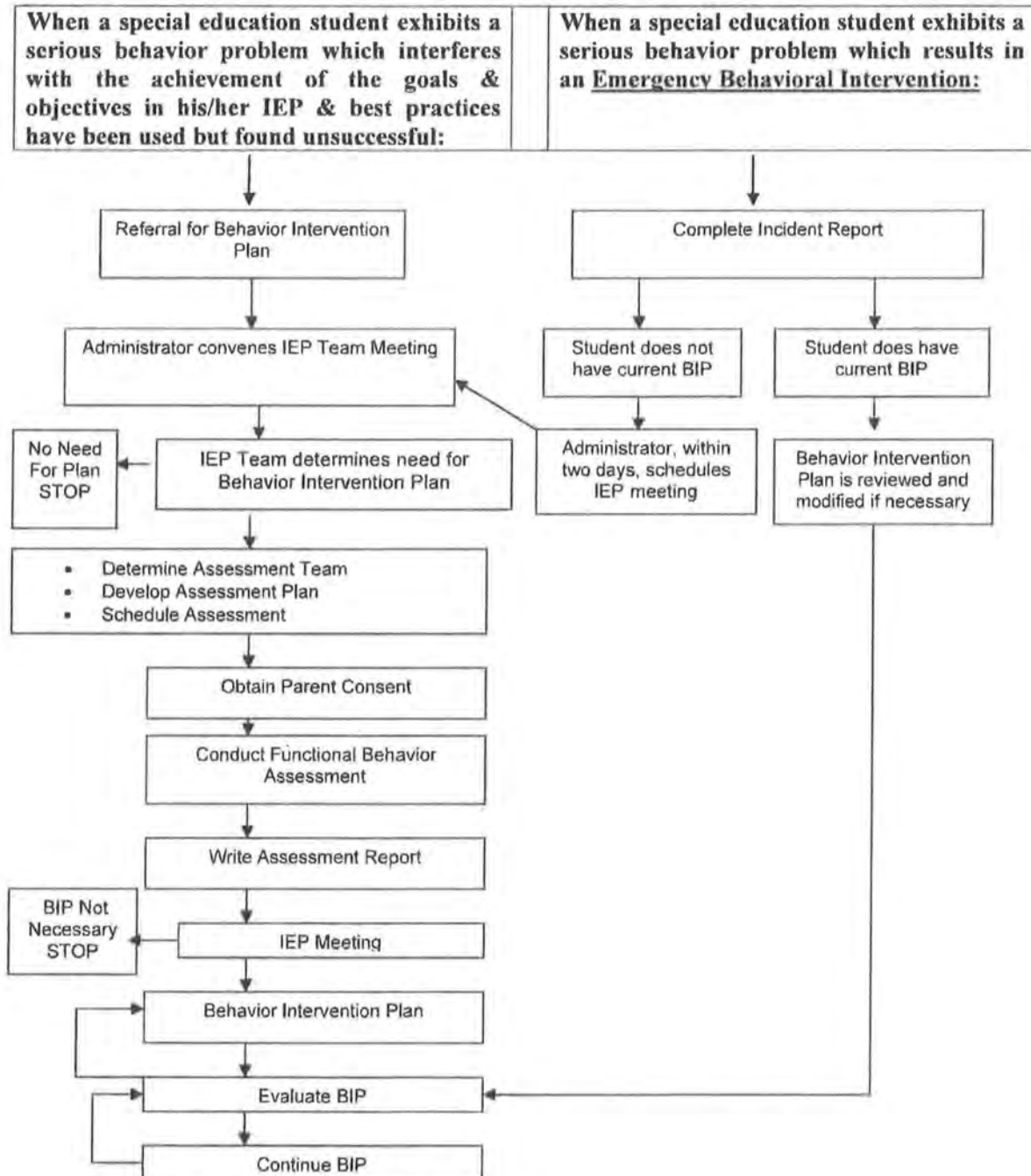
Team Approved Emergency Interventions

- 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 ☐ ☐ ☐ ☐ ☐
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 ☐ ☐ ☐ ☐ ☐
3. Teamwork: Works with others to improve work processes and systems. Comments:	1 2 3 4 5 ☐ ☐ ☐ ☐ ☐
4. Organization: Organizes, sets priorities, plans work, and utilizes time effectively. Follows through with assigned tasks. Comments:	1 2 3 4 5 ☐ ☐ ☐ ☐ ☐
5. Communication: Writes, speaks, and listens with skill required to perform duties effectively and efficiently. Comments:	1 2 3 4 5 ☐ ☐ ☐ ☐ ☐
6. Technology: Effectively operates required tools/equipment of the job. Comments:	1 2 3 4 5 ☐ ☐ ☐ ☐ ☐

Name: _____

Date: _____

7. Professional Growth: Accepts new ideas and/or procedures. Takes additional training/education. Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
8. Productivity: Work product/assignment (end result) reflects high quality. Work product is accurate, reliable, presentable, thorough, and reflects job knowledge. Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
9. Safety: Performs job assignments safely, protecting people and property. Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
10. Decision-making: Makes timely and reasonable decisions and takes necessary action, even in stressful situations. Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
11. Flexibility: Performs other job related tasks as assigned, willingly, timely, and effectively. Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
12. All department forms are submitted as required and on time (Absence from Duty, timesheets, etc.) Comments:	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
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. ☐ Unsatisfactory-Below Standard				
	2. ☐ Needs to Improve				
	3. ☐ At Standard				
	4. ☐ At Times Above Standard				
	5. ☐ 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)

State of California

GOVERNMENT CODE

Section 12945.2

12945.2. (a) It shall be an unlawful employment practice for any employer, as defined in paragraph (4) of subdivision (b), 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 or who meets the requirements of subdivision (r), 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 council shall adopt a regulation specifying the elements of a reasonable request.

(b) For purposes of this section:

(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.

(2) "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

(3) "Domestic partner" has the same meaning as defined in Section 297 of the Family Code.

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

(A) Any person who directly employs five 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.

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

(A) 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.

(B) Leave to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person 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.

(D) Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent

in the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.

(6) "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.

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

(8) "Grandchild" means a child of the employee's child.

(9) "Grandparent" means a parent of the employee's parent.

(10) "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.

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

(12) "Parent-in-law" means the parent of a spouse or domestic partner.

(13) "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.

(14) "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

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

(d) 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, grandparent, grandchild, sibling, spouse, domestic partner, or designated person with a serious health condition, unless mutually agreed to by the employer and the employee.

(e) (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 the employer’s 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.

(f) 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.

(g) 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.

(h) 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.

(i) (1) An employer may require that an employee's request for leave to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person 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.

(j) (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 the employee's 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 the employee's 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 the employee's 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.

(k) 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 the individual's 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.

(l) 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.

(m) 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.

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

(o) 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.

(p) 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.

(q) 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.

(r) (1) An employee employed by an air carrier as a flight deck or cabin crew member meets the eligibility requirements specified in subdivision (a) if all of the following requirements are met:

(A) The employee has 12 months or more of service with the employer.

(B) The employee has worked or been paid for 60 percent of the applicable monthly guarantee, or the equivalent annualized over the preceding 12-month period.

(C) The employee has worked or been paid for a minimum of 504 hours during the preceding 12-month period.

(2) As used in this subdivision, the term “applicable monthly guarantee” means both of the following:

(A) For employees described in this subdivision other than employees on reserve status, the minimum number of hours for which an employer has agreed to schedule those employees for any given month.

(B) For employees described in this subdivision who are on reserve status, the number of hours for which an employer has agreed to pay those employees on reserve status for any given month, as established in the collective bargaining agreement or, if none exists, in the employer’s policies.

(3) The department may provide, by regulation, a method for calculating the leave described in subdivision (a) with respect to employees described in this subdivision.

(Amended by Stats. 2022, Ch. 748, Sec. 1. (AB 1041) Effective January 1, 2023.)

County Office Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 04/17/2024 | **Last Reviewed Date:** 04/17/2024

Tehama County Department of Education (TCDE) shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. TCDE shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall TCDE discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. A designated person may be identified by the employee at the time of the employee's request for the leave. The employee may only designate one person per 12-month period. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with TCDE for at least 12 months and who has at least 1,250 hours of service with TCDE during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or

transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

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. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - 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, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

TCDE shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. 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 (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position
4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

In addition, TCDE shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

The 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs

first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

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. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for TCDE.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

TCDE and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, TCDE shall limit leave increments to the shortest period of time that TCDE's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, TCDE shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

TCDE may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule
3. TCDE agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

TCDE shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make TCDE aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee 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 Tehama County Superintendent of Schools or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

TCDE shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

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. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if TCDE is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide TCDE with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide TCDE with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the County Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to TCDE operations. (Government Code 12945.2; 2 CCR 11050, 11091)

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. TCDE may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the County Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving TCDE's request, the employee shall provide the certification within 15 calendar 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. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

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 an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or 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 related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable TCDE to determine whether the employee's leave request is FMLA/CFRA-eligible, the County Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The County Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the County Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the County Superintendent or designee may require the employee to obtain a second opinion from a TCDE-approved health care provider, at TCDE 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 TCDE, again at TCDE expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The County Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the County Superintendent or designee shall request the medical certification within two business days after the leave commences. The County Superintendent or designee may request certification at some later date if the County Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the County Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, TCDE may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the County Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

TCDE may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

TCDE may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with TCDE 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. (Government Code 12945.2; 2 CCR

11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, TCDE shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse TCDE for premiums paid during the leave if the employee fails to return to TCDE employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee 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 would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the TCDE shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by TCDE in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

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

1. Address issues arising from short notice deployment of 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 covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a 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. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and TCDE 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 leave for qualifying exigencies shall provide the County Superintendent or designee with a copy of the 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 work or leave schedule basis. (29 CFR 825.302)

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

Military Caregiver Leave

TCDE shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period 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 servicemember may be: (29 CFR 825.127)

1. A current 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 was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

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

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

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 current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
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 and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

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 servicemember with a serious injury or illness shall provide the County Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical 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 TCDE 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, TCDE's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

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

1. General Notice: Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and employees' rights and obligations shall be posted in a conspicuous place on TCDE premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)
2. 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 requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)
3. Eligibility Notice: When an employee requests leave, including PDL, 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 eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
4. 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 applicable: (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 use paid leave, whether TCDE will require use of paid leave, conditions related to any use of paid leave, 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 premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
 - e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

- f. The employee's potential liability for health insurance premiums paid by TCDE during the employee's unpaid FMLA leave should the employee not return to service after the leave. Any time the information provided in the above notice changes, the County Superintendent or designee shall, within five business days of 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)
5. 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, the County Superintendent or designee 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. (2 CCR 11091; 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)

6. If TCDE requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If TCDE requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

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 FMLA or CFRA leave or PDL in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

State of California

EDUCATION CODE

Section 45191

45191. (a) (1) 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 the classified employee is not required to render service to the school district, with full pay for a fiscal year of service.

(2) 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 the classified employee 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.

(3) 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 the classified employee 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.

(4) Pay for any day of absence described in paragraphs (1) to (3), inclusive, 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 before 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 school district shall not be eligible to take more than six days, or the proportionate amount to which the employee 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.

(b) If the 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.

(c) 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.

(d) 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 school districts is in excess of 250,000, provided those school districts maintain sick leave policies not less than those in effect in those school districts on January 1, 1961.

(e) This section shall apply to school 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.

(Amended by Stats. 2022, Ch. 920, Sec. 9. (SB 913) Effective January 1, 2023.)

County Office Regulation 4161.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 04/17/2024 | **Last Reviewed Date:** 04/17/2024

Personal leaves granted to Tehama County Department of Education (TCDE) employees shall be used as permitted in this administrative regulation, other Tehama County Superintendent of Schools-approved policy or TCDE regulation, or applicable collective bargaining agreement.

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 any 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 instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

Employees are entitled to a leave of absence up to five days upon the death of any member of the employee's immediate family, as defined below. Three (3) days are without loss of salary with an additional two (2) days that can be used utilizing other qualifying leaves. When out of state travel is required, five (5) days of bereavement leave is allotted without loss of salary, and proof of travel shall be submitted with the bereavement leave request. All bereavement leaves shall be taken within three (3) months of the qualifying death.

Immediate Family means a parent, parent-in-law, grandparent, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, or sibling of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194)

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

Personal Necessity

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

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; Government Code 12945.7)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)
4. A classified 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.

Leave for personal necessity may be allowed for other reasons at the discretion of the County Superintendent or designee. However, personal necessity leave shall not 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.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall request the leave in advance through the Frontline Absence Management system notify the County Superintendent or designee in advance. In all other circumstances, the employee shall request the leave through the Frontline Absence Management system as soon as practicable.

**Immediate Family* means a parent, parent-in-law, grandparent, grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, child, child-in-law, or sibling of the employee, or any relative living in the immediate household of the employee. (Education Code 44985, 45194)

Leave to Perform Legal Duties

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 with the absence request when requesting leave.

A classified employee 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)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

An employee shall be granted leave with pay to appear in court as a witness other than a litigant 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 an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (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, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the County Superintendent or designee 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)

TCDE shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is

otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. 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 the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the County Superintendent or designee, 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: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

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

The County Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by TCDE. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems

- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to TCDE. Simultaneous absence by another parent/guardian of the child 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 child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

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

Employee Organization Activities

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a TCDE employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

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 on which the employee serves as an officer. (Education Code 44987, 45210)

Upon request of an employee organization in TCDE or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the County Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse TCDE within 10 days after receiving TCDE's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

The County Superintendent or designee may grant an employee 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 TCDE expenditures, the neglect of assigned duties, or any other unreasonable hardship on TCDE.

The County Superintendent or designee shall deduct the cost of hiring 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 the employee's 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)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the County Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's 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)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel 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, law enforcement, or emergency rescue 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 the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by TCDE for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single 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 TCDE 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)

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 paragraphs (11) and (12) of subdivision (a) 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. For purposes of this section, "appointed by the President" includes the President signing into law legislation that creates a nationwide federal holiday, including the legal public holidays listed in subsection (a) of Section 6103 of Title 5 of the United States Code, but does not include Columbus Day. This definition is declaratory of existing law.

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, they 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,” a paid holiday on April 24 known as “Genocide Remembrance 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. 2022, Ch. 761, Sec. 4.5. (AB 1801) Effective January 1, 2023.)

State of California

EDUCATION CODE

Section 45117

45117. (a) (1) No later than March 15 and before a classified employee is given notice by the governing board of a school district that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent's designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

(2) Until the classified employee has requested a hearing as provided in subdivision (b) or has waived their right to a hearing, the notice and the reasons for the notice shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duties. However, a violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of a hearing conducted pursuant to this section.

(b) A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in subdivision (a), which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The notice provided for in subdivision (a) shall advise the employee of the provisions of this subdivision.

(c) If a hearing is requested by a classified employee under subdivision (b), the proceeding shall be conducted and a decision made in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and the governing board of a school district shall have all the power granted to an agency in that chapter, except that all of the following shall apply:

(1) The respondent shall file their notice of participation, if any, within five days after service upon the respondent of the District Statement of Reduction in Force and the respondent shall be notified of this five-day period for filing in the District Statement of Reduction in Force.

(2) The discovery authorized by Section 11507.6 of the Government Code shall be available only if a request is made for discovery within 15 days after service of

the District Statement of Reduction in Force, and the notice required by Section 11505 of the Government Code shall so indicate.

(3) (A) The hearing shall be conducted by an administrative law judge who shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils of the schools. The proposed decision shall be prepared for the governing board of the school district and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board of the school district shall make the final determination as to the sufficiency of the cause and disposition. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board of the school district. Nonsubstantive procedural errors committed by the school district or governing board of the school district shall not constitute cause for dismissing the charges unless the errors are prejudicial errors. Copies of the proposed decision shall be submitted to the governing board of the school district and to the classified employee on or before May 7 of the year in which the proceeding is commenced. All expenses of the hearing, including the cost of the administrative law judge, shall be paid by the governing board of the school district from school district funds. Any notice or request shall be deemed sufficient when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid, and addressed to the last known address of the employee. Notice of termination shall be given to the employee before May 15. If a continuance was granted after a request for hearing was made, the deadlines described in this section shall be extended for the number of days of that continuance.

(B) For purposes of this section, "cause" for layoff includes school district compliance with the seniority requirements of this code, including Section 45308.

(4) An employee may be represented at a hearing by an attorney or by a nonattorney representative of the employee organization designated as the exclusive representative of the employees in the employee's classification, if any.

(d) (1) Notwithstanding subdivisions (a) to (c), inclusive, or any other law, during the time period between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the governing board of a school district determines that its total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2 percent, and if the governing board of a school district determines it is therefore necessary to decrease the number of classified employees of the school district due to lack of work or lack of funds, the governing board of the school district may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the governing board of the school district.

(2) Paragraph (1) shall be inoperative during any period that Section 44955.5 is inoperative as it applies to certificated employees.

(e) (1) If a permanent classified employee is not given the notices and a right to a hearing as provided for in this section, the employee shall be deemed reemployed for the ensuing school year, except that nothing in this section shall be construed to interfere with the right of a district to release probationary employees who never become permanent without notice or hearing.

(2) For purposes of this subdivision, “permanent employee” includes an employee who was permanent at the time the notice or right to a hearing was required and an employee who became permanent after the date of the required notice.

(f) (1) A classified employee shall 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 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.

(g) Notwithstanding the other requirements of this code respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

(h) If, after January 1, 2021, the Legislature provides certificated employees with any additional rights to notice or hearing as to layoffs, then permanent classified employees and those who become permanent classified employees shall be afforded the same rights by the school district.

(i) The governing board of the school district may adopt from time to time rules and procedures not inconsistent with this section as may be necessary to effectuate this section.

(j) 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. 2022, Ch. 571, Sec. 27. (AB 185) Effective September 27, 2022.)

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.)

State of California

EDUCATION CODE

Section 45194

45194. Every person employed in the classified service of any school district shall be granted necessary leave 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 immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or provided by the governing board of the district. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

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.)