Ratified 09/18/2026

TENTATIVE AGREEMENT

BETWEEN

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its

MIGRANT ED/SPECIAL ED CHAPTER #436 ("CSEA")

The parties agree to the following modification to Article 7. The parties further agree that changes will be effective in the Collective Bargaining Agreement the Monday following ratification:

ARTICLE 7

WORKDAY, WORKWEEK, WORK YEAR

A. Workday

The workday is the full-time equivalency number of hours worked and is defined in the approved job description.

1. The following positions are designated as full time at six (6.0) hours per day: Assistive Technology Assistant, Educational Braille Interpreter, Educational Sign Language Interpreter, Instructional Paraprofessional, Migrant Education Instructional Support Paraprofessional, Parent and Family Engagement Liaison, Garden Coordinator, and Orientation and Mobility Assistant.
2. The following position is designated as full time at six and a half (6.5) hours per date: Intensive Behavior Intervention Paraprofessional and Registered Behavior Technician.
3. The following positions are designated as full time at seven (7.0) hours per day: Braille Transcriber, Family Support Paraprofessional, Instructional Paraprofessional (Table Mountain School), Intervention Specialist, Parent Education Specialist, Speech Language Pathology Assistant, Transition Specialist I&II, and Wellness Coach I.
4. All other positions on Salary Schedule 5 are designated as full-time at seven and one-half (7.5) hours per day.

B. Workweek

The full-time workweek, exclusive of Migrant Education (ME) (see D below), shall be a schedule of workdays Monday through Friday, within a seven (7) consecutive day period.

C. Work Year

The work year is the number of total days paid and months worked and is defined in the approved job description. Eleven-month positions that are extended over 12 months due to program need receive additional paid holidays (July 4 and Juneteenth paid in accordance with the provisions of EdCode 45203).

D. Days/Hours of Employment for Migrant Education

1. To fit program needs, the regular workday will be a flexible seven or seven and a half-hour workday, depending on the job description, with two consecutive days off. Managers will work with unit members to establish work hours that allow them to deliver migrant services after school and evenings. Distribution of an altered work schedule will be based upon program need and within each area.
2. The regular work year will be 218 contract days spread over twelve (12) months.
3. No later than May 31st, Employment Records (ER) for the following fiscal year (regular year and summer school) will be developed collaboratively between the employee and the manager.
4. The Employment Record (ER) is an agreement between management and the employee to establish a work calendar with the expectation that it is adhered to throughout the year. The following are the ER expectations:
    a. All Migrant Education unit members will complete an ER in order to project duty days, vacation days, and non-duty days.
    b. Changes to ERs will be made between managers and unit members based on mutual agreement and program need.
    c. Unit members will be paid for approved additional work following State law, BCOE policies and bargaining staff agreements.
    d. Unit members may be asked to schedule up to five (5) Saturdays as a workday on their ER, based on program needs. During a week where staff have a scheduled Saturday, the staff member will schedule a non-duty day on at least one weekday in that week. Any additional Saturdays will be compensated following 4.c. above.
    e. Changes to ERs cannot be made retroactively.
    f. Changes to ERs cannot be made in order to avoid using sick days, PC, PN or vacation days if the changes disrupt the delivery of the Migrant Education Program.

g. Unit members will have four opportunities each year to review and revise an ER. Unit members will be responsible to submit any agreed-upon changes to the Regional Office according to the schedule below:
   - Prior to August 1 (changes made for August 15– June 30)
   - Prior to October 15 (changes made for October 30–June 30)
   - Prior to January 1 (changes made for January 15– June 30)
   - Prior to March 15 (changes made for April 1 – June 30)

h. Should schedule changes be required due to ME program changes outside of these opportunities, managers will follow the bargaining unit agreement contract to schedule changes.

i. ERs will be approved no later than June 15 of each year.

5. Migrant Education CSEA 436 employees who worked a 7.5-hour day prior to the Migrant Education Reorganization in April 2014, will continue to work 7.5 hours per day.

E. Days and Hours of Employment
The regular workday hours and/or assigned days of an employee being placed in a new or vacant position will be scheduled by the Superintendent or designee and announced by job vacancy notice.

F. Involuntary Reassignment Hours
1. Once scheduled, a change in the regular assigned days or hours of an employee holding a given position may be made at the Superintendent's or designee's discretion.
2. Notice of involuntary reassignment of workdays or hours shall be given in writing to the unit member(s). Advance notice of at least fourteen (14) working days shall be given. By mutual agreement, the parties can agree to less than (14) working days' notice.
3. The Superintendent or designee shall notify the unit member who has been identified for reassignment of workdays or hours. At the request of the unit member, they shall be given the opportunity to meet with the Superintendent and/or designee(s) to discuss the reason for the transfer prior to the implementation of the reassigned workdays or hours. If the transfer or reassignment is not based on seniority, the Superintendent or designee shall, upon request from the unit member, provide the unit member with a written statement describing the criteria used in making the determination.

G. Temporary Involuntary Reassignment of Hours
1. A temporary reassignment of hours is one initiated by management without the concurrence of the unit member.
2. A temporary reassignment is defined as no more than three (3) consecutive work weeks.

3. Temporary reassignments may be made at the discretion of the Superintendent or designee upon a determination that the transfer or reassignment serves the best interest of the Superintendent.
4. Notice of involuntary reassignment shall be given in writing to the unit member(s). Advance notice of at least fourteen (14) calendar days shall be given, except in an emergency situation where safety is a concern.

H. Meal/Rest Periods

Unit members shall be entitled to meal and rest periods as follows:

- 2.5 to less than 4.0 hours/day - One 10-minute rest period
- 4.0 to 5.0 hours/day - One 15-minute rest period
- 6.0 hours/day - One 15-minute rest period and one 10-minute rest period
- 7.0 to 7.5 hours/day - Two 15-minute rest periods

Any employee whose assignment is more than 5.0 hours must be allowed a half-hour meal period, except that employees may, by agreement with the supervisor, voluntarily give up their meal period if the workday does not exceed 6.0 hours. Employees whose assignment is 6.0 hours or more will be allowed a half-hour or hour meal period.

1. Meal Period: Meal periods will be unpaid and duty-free. Meal periods shall not be used to shorten the workday.
2. Rest Period: Rest periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

I. Professional Development

Unit members shall be provided at least fifteen (15) business days' advance notice of a required in-service training program, if it is not a regular duty day or within regular duty hours. If such notice is not provided, the training activity shall be voluntary with pay if attended.

Mary Sakuma, Superintendent
Butte County Office of Education

8/19/2026
Date

Sandra Rodriguez, President
CSEA #436

8/19/2026
Date

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Mary Sakuma — 8/19/2026

Mary Sakuma, Superintendent
Butte County Office of Education
Date

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Sandra Rodriguez, President
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Date