

Side Letter of Agreement (SLA)
between the
Yolo County Office of Education ("YCOE")
and the
California School Employees Association
and its
YCOE Chapter #639 ("CSEA")
Regarding
2025-2026 Compensation

The Yolo County Office of Education ("YCOE") and the California School Employees Association, and its YCOE Chapter #639 ("CSEA") (YCOE and CSEA collectively the "Parties") agreed on June 11, 2025 on compensation for the 2025-2026 school year (Attachment 1), as stated in part below:

Article 9 Pay and Allowances
2025-2026

The 2024-2025 salary schedule will be increased by 1.0 % for the 2025-2026 school year, effective July 1, 2025;

The Parties agree that if the YEA unit receives a greater increase in salary and benefits for the 2025-2026 school year than provided above, CSEA will receive the same increase.

The YEA unit and YCOE reached agreement for a 2% salary schedule increase for the 2025-2026 school year. Accordingly, CSEA shall receive an *additional* 1% increase to the salary schedule, for a total of 2%, retroactive to July 1, 2025.

This shall fully resolve compensation for the 2025-2026 school year.



Sonia Pizano
CSEA #639 President



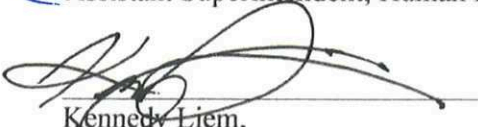
Date



Cindy Nguyen
Assistant Superintendent, Human Resources



Date



Kennedy Liem,
CSEA Labor Relations Representative



Date

TENTATIVE AGREEMENT

June 11, 2025

The Yolo County Office of Education ("YCOE") and the California School Employees Association and its Chapter No. 639 ("CSEA") (YCOE and CSEA collectively the "Parties") agree on June 11, 2025 to conclude successor contract negotiations for the 2025-2026, 2026-2027, and 2027-2028 school years as follows.

(1) Article 9 Pay and Allowances, and Article 11 Fringe Benefits.

For 2025-2026

The 2024-2025 salary schedule will be increased by 1.0 % for the 2025-2026 school year, effective July 1, 2025; AND

A \$25 increase to the monthly employer contribution for health benefits (increase monthly from \$825 to \$850; annually from \$9,900 to \$10,200); AND

A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2024-2025 school year that continue their employment with YCOE throughout the 2025-2026 school year. The stipend shall be paid in two payments, the first in November 2025 and the second in May 2026. Employees must be in active status when payments are issued.

The Parties agree that if the YEA unit receives a greater increase in salary and benefits for the 2025-2026 school year than provided above, CSEA will receive the same increase.

(2) Article 2 – Term of Agreement. *The Parties agree to revise Article 2 as attached.*

(3) Article 8 – Hours and Overtime. *The Parties agree to revise Article 8 as attached.*

(4) Article 12 – Holidays. *The Parties agree to revise Article 12 as attached.*

(5) Article 13 – Vacation. The Parties agree to revised Article 13 as attached.

(6) Article 14 – Leaves. *The Parties agree to revise Article 14 as attached.*

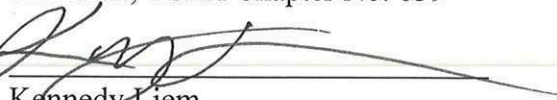
The Parties agree this Tentative Agreement is subject to ratification by the unit and approval of the Superintendent.

For YCOE


Cindy Nguyen
Assistant Superintendent, Human Resources

For CSEA


Austin Creamer
President, CSEA Chapter No. 639


Kennedy Liem
CSEA Labor Representative

YCOE LAST BEST FINAL PROPOSAL TO CSEA 6.11.25

Article 9 Pay and Allowances, and Article 11 Fringe Benefits.

For 2025-2026

The 2024-2025 salary schedule will be increased by 1.0 % for the 2025-2026 school year, effective July 1, 2025; AND

A \$25 increase to the monthly employer contribution for health benefits (increase monthly from \$825 to \$850; annually from \$9,900 to \$10,200); AND

A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2024-2025 school year that continue their employment with YCOE throughout the 2025-2026 school year. The stipend shall be paid in two payments, the first in November 2025 and the second in May 2026. Employees must be in active status when payments are issued.

The YCOE agrees that if the YEA unit receives a greater increase in salary and benefits for the 2025-2026 than provided above, CSEA will receive the same increase.

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Article 2. TERM OF AGREEMENT

2.1 Term of Agreement

This Agreement shall remain in full force and effect ~~up to~~ from July 1, 2025 through and ~~including June 30, 2025~~28.

2.2 Reopener

~~The parties agree the contract is closed.~~

2.2.1 For 2026-2027, the parties agree to reopen salaries, benefits and two (2) additional items chosen by each party upon notification prior to November 1, 2026.

2.2.2 For 2027-2028, the parties agree to reopen salaries, benefits and two (2) additional items chosen by each party upon notification prior to November 1, 2027.

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Article 8. HOURS AND OVERTIME

8.1 Workweek

The workweek for regular full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Superintendent, except as provided for in section 8.6. The workweek beginning Monday and ending Friday may be changed by mutual agreement of the employee and his/her supervisor but the five (5) workdays must be consecutive. When a position is vacated or created, the current workweek of Monday through Friday may also be changed by the Superintendent providing the five (5) workdays are consecutive.

8.1.1 Four Consecutive Day Workweek

Notwithstanding the provisions of section 8.1, the Superintendent may establish a 10 hour per day, 40 hour, four consecutive day workweek for all, or certain classes of employees, or for employees within a class when by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days. When a four day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to one and a half times the regular rate of pay of the employee designated and authorized to perform the work. The provisions of sections 8.6 and 8.6.1 shall not apply to employees assigned a four day, ten hour work schedule.

8.2 Workday

The length of the workday shall be designated by the Superintendent for each classified Assignment in accordance with the provisions set forth in this Agreement. At the time of employment, each employee in the bargaining unit shall be assigned a fixed, regular, and ascertainable minimum number of hours. The specific fixed hours (not including the number of hours) may be changed by the Superintendent or designee on thirty (30) days advance notice to the employee.

8.2.1 Notwithstanding the foregoing, new employees hired pursuant to section 16.2.5 shall be assigned a temporary minimum number of hours for the remainder of the school year and shall be assigned a fixed, regular number of hours for the following school year based on their assignment for that year.

8.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Article 19. CSEA does not waive their rights to negotiate the decision to reduce hours.

8.4 Adjustment of Assigned Time

A classified employee who works a minimum of 30 minutes per day in excess of his/her assignment for a period of 20 consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours for the remainder of the fiscal year in order to acquire fringe benefits on a properly prorated basis as provided in the Collective Bargaining Agreement. At the end of the fiscal year, YCOE may reassign the employee to the regular hours of his/her previous basic assignment. The hours become permanent if the employee is reassigned to those hours at the start of the next fiscal year.

8.5 Rest Periods and Meal Periods

- 8.5.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3.75) hours worked or major fraction thereof.
- 8.5.2 Specified rest periods may be designated when the operations of the Superintendent require someone to be present at the employee's work site at all times. The times of such staggered rest periods shall be mutually agreed upon between employees and their Supervisors.
- 8.5.3 All bargaining unit employees working six (6) hours or more per day shall have a scheduled unpaid meal period of not less than thirty (30) minutes at approximately the middle of the workday.
- 8.5.4 The Superintendent may designate staggered lunch breaks when the operations of the Superintendent require someone to be present at the employee's work site at all times.

8.6 Overtime

All overtime hours as defined in this section shall **require prior manager approval which will** be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work required or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week. **[CSEA accepts YCOE's Counter 6.11.25]**

- 8.6.1 All employees regularly assigned less than eight (8) hours per day shall be paid overtime in accordance with sections 45128 and 45131 of the Education Code.
- 8.6.2 When a classified employee is requested to work on any paid holiday, he/she shall be paid compensation, or given compensatory time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one half his regular rate of pay.

YCOE COUNTER PROPOSAL 6.11.25

- 8.6.3 An employee does not have a right to compensatory time in lieu of overtime pay. However, Aa manager may offer the employee the opportunity to take compensatory time off in lieu of overtime pay and the employee has the choice of pay or compensatory time, if offered. ~~An employee does not have a right to compensatory time in lieu of overtime pay. If mutually agreed upon, Any~~ compensatory time ~~in lieu of overtime pay~~ shall be *granted* at the rate of time and a half. [Consensus reached 6.10.25] ~~Compensatory time off shall be coordinated by the unit member with their supervisor.~~ [YCOE accepts CSEA's counter 6.11.25] Compensatory time off shall be taken by the last day of the month following the month in which it was accrued, except any compensatory time off accrued in June must be taken by June 30, the end of the fiscal year. Any compensatory time off accrued but not taken as set forth above shall be reflected as overtime on a time sheet and submitted to payroll by the first working day of the next month. Each manager who offers compensatory time off will keep a record of compensatory time accrued and compensatory time taken.

8.7 Minimum Call-In Time

Any regular employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

8.8 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime, or call back or call-in time except when no qualified employee agrees to a request for overtime. Any employee of the bargaining unit who does not desire to work overtime or be called back or called in shall so inform his/her supervisor. After reasonably looking at available alternatives, the supervisor may require an employee to work overtime.

8.8 Any employee may decline to discuss work with a supervisor on the telephone, email, or by text messaging during non-work hours, without fear of retribution.

8.9 Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

8.10 Off Site Program Schedules

Employees working in an off site program shall work the number of days prescribed in their employment contract. The specific days of work shall be prescribed by their supervisor.

8.11 Classroom Instructional Support Staff Work Year

Effective July 1, 1999, the regular work year for Paraeducators shall be 182 days.

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Article 12. HOLIDAYS

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12.1 Scheduled Holidays

The Superintendent agrees to provide all employees in the Bargaining unit with the following paid holidays:

- 12.1.1 New Year's Day
- 12.1.2 Martin Luther King Day
- 12.1.3 Lincoln Day
- 12.1.4 President's Day
- 12.1.5 Memorial Day
- 12.1.6 Juneteenth
- 12.1.7 Independence Day
- 12.1.8 Labor Day
- ~~12.1.9 Admission Day or other substitute holiday pursuant to Education Code §45206.5 and §45205~~
- 12.1.9 Veteran's Day
- 12.1.10 The Wednesday before Thanksgiving Day (in observance of Cesar Chavez Day)
- 12.1.11 Thanksgiving Day
- 12.1.12 The Friday following Thanksgiving Day
- 12.1.13 Christmas Eve
- 12.1.14 Christmas Day
- 12.1.15 New Year's Eve (in lieu of Admission Day or other substitute holiday pursuant to Education Code §45206.5 and §45205)

12.2 Substitute Holidays

The Superintendent may designate other days for holidays set forth in sections 12.1.3, 12.1.4, 12.1.5 and 12.1.9 in accordance with Education Code section 45205.

~~12.2.1 Off Site School Programs~~

~~Employees in year round school programs shall receive the same number of holidays as employees in the same positions in regular school programs.~~

12.3 Holidays on Saturday or Sunday

- 12.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 12.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

YCOE COUNTER PROPOSAL 6/11/25

12.4 Staff Development Day

One (1) staff development day, in addition to the regular work schedule for Paraeducators, may be scheduled by YCOE. Paraeducators who actually attend the staff development day will be paid a stipend at their regular hourly rate provided that they sign in and sign out at the beginning and end of the day and are actually in attendance for the full day of the session. To be eligible for the stipend, the Paraeducator must be in actual attendance for the entire session.

12.5 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 12.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, 25 and January 1, shall be paid for those 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.

YCOE Counter Proposal CSEA

Article 13: Vacation Plan

6.10.25

Bold/Underline: New Language

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13.2 Paid Vacation

Paid vacation shall be granted to employees in the bargaining unit no later than the fiscal year immediately following the fiscal year in which it is earned. When requested by the employee, the paid vacation may be granted in the fiscal year in which it is earned. Unit members with a vacation reserve from the prior school year of at least five (5) days may request to be paid out their vacation, once per fiscal year, up to a maximum of five (5) days ~~fifty (50) percent~~ of the member's reserve for personal hardship. Requests for vacation pay outs are subject to the approval of the Superintendent or their designee, with payment issued by no later than the end of the subsequent monthly payroll period (e.g., request in April to be paid in May). [YCOE agreeable with CSEA 6.10.25 "no later than" proposal] However, if an employee is terminated and has been granted vacation which was not yet earned at the time of termination, the Superintendent shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

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Article 14. LEAVES

14.1 Bereavement Leave

Employees shall be granted a leave with full pay in the event of a death in the employee's immediate family. The leave shall be for a period not to exceed five (5) days (three (3) days are without loss of pay with the additional two (2) days from the employees other available and qualifying leaves) unless the death occurs out of state or outside a radius of 300 miles from the YCOE office in which case the leave shall be for not more than five (5) days without loss of pay. For purposes of this section, The immediate family is shall be defined to include husband, wife spouse, domestic partner, mother (including foster or adoptive), father (including foster or adoptive), legal guardian or other person who stood in loco parentis to the employee when the employee was a child, sister, or brother (including related by adoption or common legal parent), son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, grandparent, grandchild, any relative of either spouse living in the immediate household of the employee, or any designated person related by blood or whose association with the unit member is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave. A unit member may designate only one such person as an "immediate family" member per 12-month period (rolling forward). Within ten (10) days of returning, the employee shall provide the name of the deceased, city and state, date of death, and relationship to employee. This may be accomplished by including the information in the comments section on the Absence Request Form. [Consensus 6.10.2025]

14.2 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance paid to the employee by the County for jury duty need not be turned over to the Superintendent.

14.3 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.4 Sick Leave

Unit members shall be entitled to paid sick leave benefits.

14.4.1 A twelve (12) month employee employed five (5) days a week shall be granted twelve (12) days paid leave of absence for each fiscal year of service for illness or injury, exclusive of all days he/she is not required to render service to the Superintendent.

14.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

14.4.3 A twelve (12) month employee employed less than five (5) days per week shall be entitled

CSEA Counter Proposal to YCOE 6/11/2025

to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When 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.

14.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee serviced during the day of illness.

14.4.5 At the beginning of each fiscal year, the full amount of eligible sick leave granted under this section shall be credited to each eligible employee with the following exceptions:

14.4.5.1 A new employee shall not be eligible to take more than six (6) days sick leave until the first day of the calendar month after completion of six (6) months of active service with the Yolo County Office of Education.

14.4.5.2 An employee who has exhausted all accrued sick leave may elect to use vacation time for sick leave if the employee elects to do so at the beginning of each fiscal year. The employee must document the request by submitting the appropriate leave form within ten (10) working days of the start of the new fiscal year. Article 14.14.3 "Sick Leave" will apply to this article.

14.4.6 Disabilities because of pregnancy shall be treated as an illness for the purpose of sick leave. Such leave shall not be used for child-caring, child-rearing or preparation for child-bearing but shall be limited to those disabilities set forth above.

14.4.7 If an 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.

14.4.8 Effective January 1, 1999, all employees are eligible to convert any accumulated unused sick leave upon retirement to retirement credit in accordance with Government Code section 20882.5 and the Rules and Regulations of the Public Employees Retirement System.

14.4.9 Each employee may use any of his/her accrued sick leave in the case of illness or injury of a member of the employee's family as defined in section 14.1 when the presence of the employee is necessary. Such leave shall be charged to the employee's sick leave. In addition, an employee may utilize sick leave for the illness of a relative other than those included in section 14.1, or a person permanently residing in the home of the employee if the Director of Human Resources gives prior approval.

14.5 Industrial Accident and Illness Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:

14.5.1 An employee suffering an injury or illness arising out of, and in the course and scope of, his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when leave will overlap a fiscal year, the employee shall be entitled to

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only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- 14.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage of the day.
- 14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 14.5.4 Any employee absent from duty because of an Industrial Accident or Illness Leave, who has used all available leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.
- 14.5.5 Any time an employee in Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position.

14.6 Entitlement to Other Sick Leave

~~*When a classified employee Unit members shall once a year be credited with One Hundred (100) days of paid sick leave, which includes the annually earned sick leave in section 14.4. The leave provided under this section may be used after exhausting all earned and accumulated sick leave under Section 14.4, if the unit member continues to be*~~ is absent from duties on account of illness or accident ~~*for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee,*~~ ~~*the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence.*~~ The amount paid to the ~~*unit member using other sick leave shall be 50% of the employee's regular salary. The paid sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. substitute employee during any month shall be less than the salary due the employee absent from his/her duties. If YCOE hires a substitute employee at a rate higher than the regular employee salary, "the sum actually paid a substitute" shall be interpreted to mean the amount which would have been paid had the YCOE substitute salary schedule been used.*~~
[Consensus 6.11.25]

14.7 Break in Service

- 14.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 14.7.2 No period of voluntary absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

14.8 Personal Necessity Leave

Any seven (7) days of ~~absence~~ earned ~~for of accumulated~~ sick leave under section 14.4 of this Article may be used by the ~~employee~~unit member, at ~~his/her~~ their election, in cases of personal necessity on the following basis: *[Consensus 6.11.25]*

14.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in section 14.1 of this Article.

14.8.2 As a result of an accident or illness involving ~~an employee's~~ a unit member's person or property or ~~the person or property of his/her~~ their immediate family's person or property. *[Consensus 6.11.25]*

14.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

14.8.4 Verified emergencies which were beyond the control of the individual.

14.8.5 Inability to get to the unit member's assigned place of duty because of circumstances beyond their control.

14.8.6 Traditionally recognized religious holidays and observances.

14.8.7 Such other reasons approved by the Superintendent, or designee, prior to taking the leave.

14.9 Personal Business Leave

Each employee shall be entitled to a total of three (3) days paid leave annually for the purpose of conducting personal business (e.g., appointments, meetings, or other personal business engagements during the work day). This leave may be taken with the prior approval of the employee's supervisor, which has been requested a minimum of three (3) business days in advance. This leave may not be taken consecutively without prior approval of the employee's supervisor. The employee's supervisor will take action on the leave request within the three (3) business days requested notification period. The three (3) business days may be waived at the discretion of the supervisor; on a case-by-case basis for unforeseen circumstances. These days shall not be deducted from sick leave. *[CSEA Accepts YCOE's status quo 6.11.25]*

14.10 Parental Leave

The YCOE shall provide parental leave consistent with the requirements set forth in Assembly Bill 2393 and Education Code section 45196.1. Specifically, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. When the employee has exhausted all available and accumulated sick leave, and continues to be absent for parental leave, the employee may then use differential leave (Article 14.6) for the remainder of the 12 workweek period of parental leave, if needed. Parental leave is defined as "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." This leave is commonly referred to as "bonding leave". Pursuant to Education Code section 45196.1.

An employee who must be absent from duty because of disability as a result of pregnancy,

CSEA Counter Proposal to YCOE 6/11/2025

miscarriage, childbirth, and recovery therefrom is eligible for leave which shall be taken first from available sick leave. Disabilities of this nature shall be treated as temporary disabilities for all job related purposes and shall be treated as such under any health plan available in connection with employment.

- 14.10.1 The YCOE shall not refuse to do any of the following solely because of an employee's pregnancy:
 - 14.10.1.1 Hire or employ
 - 14.10.1.2 Bar or discharge her from employment
 - 14.10.1.3 Bar her from training programs, reassignment or promotion
 - 14.10.1.4 Discriminate against her in compensation or in terms, conditions, or privileges of employment.
- 14.10.2 An employee who is absent from duty for the placement of a child with an employee in connection with the adoption or foster care is eligible for parental leave.
- 14.10.3 An employee who is absent from duty to care for his/her child or the mother of his/her child at the time of birth is eligible for parental leave.
- 14.10.4 An employee does not have to be married in order to qualify for the benefits provided in this section.
- 14.10.5 Upon request, the Superintendent may as an alternative to or in combination with parental leave, provide an employee who is a natural, adopting or foster parent an unpaid leave of absence for the purpose of bonding with his/her child. Such leave shall remain in effect no longer than the end of the sixth month following the birth, adoption or initial foster care period of the child. An employee shall notify the Superintendent that he/she desires to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

14.11 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the Superintendent and the employee, the final approval of such leave to be made by the Superintendent.

14.12 Retraining and Study Leave

Unit members may request unpaid leave for the purposes of study and/or retraining. This leave shall be a permissive benefit.

- 14.12.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 14.12.2 The Superintendent shall prescribe standards of service which shall entitle the employee to the leave a absence.
- 14.12.3 Any leave of absence granted under this policy shall not be deemed a break in service

CSEA Counter Proposal to YCOE 6/11/2025

for seniority purposes; however, such leave shall not be included in computing service for the granting of any subsequent leave of this type, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

14.13 Family Care Leave

Employees may apply for Family Care Leave pursuant to the Family Care Leave Policy.

14.14 Prior Notice, Permission and Verification of Absences

14.14.1 Bereavement Leave

14.14.1.1 Employee shall notify the employee's supervisor on or before the first day of leave.

14.14.1.2 Verification shall be provided as set forth in section 14.1.

14.14.2 Jury Duty

14.14.2.1 Employees shall notify the employee's supervisor at least three (3) days in advance (or as soon as notified if notice is received less than three days before the commencement) of jury duty.

14.14.2.2 Employee must attach verification of jury duty (e.g. notice or other documentation) to the absence request form.

14.14.3 Sick Leave

14.14.3.1 Employee shall notify the personnel office prior to the commencement of the workday for each day of absence because of illness. Illness is defined as a disease or period of sickness affecting the body or mind.

14.14.3.2 If the employee expects to be absent more than five (5) consecutive workdays because of illness, the employee shall notify the supervisor of the expected length of absence no later than the fifth day of absence.

14.14.3.3 Any employee absent because of illness for five (5) consecutive workdays shall provide a physician's certification that the employee was ill and unable to work, which will also include a release to return to work on the day they return to work.

14.14.4 Personal Necessity Leave

14.14.4.1 Personal necessity leave absences for death of an immediate family member accident or illness, or appearance in court must be verified by providing information explaining the reason in the comment section of the absence request form and a subpoena or other verification must be attached for court appearances.

14.14.4.2 Personal necessity leave for other reasons must be approved by the Human Resources Office prior to taking the leave. Employees are not authorized to take personal necessity leave for other reasons unless they have received prior approval in advance. Notice of approval must be in writing.

14.14.5 Personal Business Leave

14.14.5.1 Personal business leave is not authorized unless the employee receives prior approval of the immediate supervisor. Notice of approval must be given in writing.

14.14.6 Maternity Leave

14.14.6.1 Requests for maternity leave shall be submitted as far in advance of the commencement of the leave as possible and shall include the duration of the leave. Appropriate verification of disability shall be submitted for use of any sick leave during maternity leave.

14.14.7 General Leaves

- 14.14.7.1 Requests for general leave must be submitted as far in advance as possible and shall include the reasons for the request. Written approval of the Superintendent or designee is required before such leave can be granted.

14.14.8 Abuse of Leave

- 14.14.8.1 YCOE may request verification of reasons for any absence if there is reason to believe there has been abuse of leave.

14.16 Reproductive Loss Leave. [Consensus 6.11.2025]

14.16.1 An eligible unit member may take up to five (5) days of unpaid reproductive loss leave following a reproductive loss event (as defined in Government Code 12945.6) that would have made the unit member a parent if successful. A unit member must have been employed for at least thirty (30) days prior to the commencement of the leave to be eligible. The thirty (30) days need not be consecutive.

14.16.2 Documentation confirming a unit member's reproductive loss event will be kept confidential.

14.16.2.1 Days for reproductive loss leave may be taken nonconsecutively.

14.16.2.2 Such leave must be completed within three months of the reproductive loss event, or the final day of a reproductive loss event for a multiple-day event.

14.16.2.3 If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.

14.16.2.4 A unit member may use paid bereavement leave, accrued and available sick leave, personal leave, vacation or compensatory time off for reproductive loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.

14.16.2.5 The parties intend for this Section to be interpreted consistent with Government Code section 12945.6.

14.17 Crime Victim Leave. Unit members are entitled to 12 weeks of unpaid leave if they are the victim of a "qualifying act" as defined in Government Code section 12945.8, or up to ten (10) days unpaid leave if a family member is a victim of a "qualifying act of violence."

14.17.2 "Family Member," for purposes of this section, shall follow the same definition of immediate family as outlined in 14.1. [Consensus 6.11.2025]

14.17.4 Crime Victim Leave may be used to:

14.17.4.1 To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim;

14.17.4.2 To seek, obtain, or assist a family member to seek or obtain: medical attention for or to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency; or psychological counseling or mental health services; related to qualifying acts of violence (as defined above);

14.17.4.3 To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;

14.17.4.4 To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare. In circumstances where the employee is not the victim and the family member who is a victim is not deceased as a result of a crime, leave taken for this reason is limited to five days;

14.17.4.5 To provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or

14.17.4.6 To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings; or to provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.

14.17.5 Employees may use paid leave "that is otherwise available to the employee," including sick leave (when the employee/victim requires time off for a medical reason), personal necessity leave, and/or personal business leave.

14.17.6 Crime Victim Leave taken by the employee runs concurrently with leave taken pursuant to the federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"), if the employee would be eligible for such leave(s).

14.17.6 If a unit member requests an accommodation for the safety of the employee while at work, the County will engage in a timely, good faith, interactive process with, and provide reasonable accommodations for, an employee who is a victim or whose family member is a victim of a qualifying act of violence for the safety of the employee while at work.

14.17.7 The parties intend for this Section to be interpreted consistent with Government Code section 12945.8.

[Consensus 6.11.2025]