

MEMORANDUM OF UNDERSTANDING

between the

PLUMAS COUNTY OFFICE of EDUCATION (“COUNTY”)

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PLUMAS COE CHAPTER NO. 230 (“CSEA”)

The Plumas County Office of Education (“County”) and the California School Employees Association and its Plumas COE Chapter 230 (“CSEA” and together the “Parties”), have negotiated and reached a tentative agreement on the 2025-2026 successor negotiations as described below:

- Updates to Section 1 to clarify language
- Updates to Section 3 regarding negotiations prep and reopeners.
- Updates to Section 5 regarding bargaining unit lists and new employee orientations.
- Updates to Section 8 adding language surrounding summer work.
- Updates to Section 14 to clarify language surrounding vacation.
- Updates to Section 15 adding language surrounding reproductive loss leave.
- Updates to Section 24 clarifying disciplinary language.
- Updates to Section 27 establishing a new contract term. Section 29 moved to Section 27
- No sooner than April 1, 2026, the Parties agree to meet and discuss Sections 12, 20 and new language surrounding AI/Technology.
- The Parties agree to make formatting and correct grammatical errors throughout the contract to ensure consistency. This will in no way change the language of any part of the contract.

The Parties agree that this closes successor negotiations for the 2025-2026 school year. Except as set forth above, all the articles and provisions of the parties July 1, 2022, to June 30, 2025, Collective Bargaining Agreement shall be carried over unchanged into the new July 1, 2025, to June 30, 2028, Collective Bargaining Agreement.

This agreement shall be effective upon ratification of both parties.

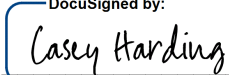
For District:

Signed by:

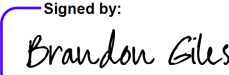
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Andrea White
Superintendent
Plumas County Office of Education

2/24/2026
Date

For CSEA:

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Casey Harding
Chapter President
CSEA Plumas COE #230

2/24/2026
Date

Signed by:

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Brandon Giles
Labor Relations Representative
California School Employees Association

2/24/2026
Date

SECTION 1 AGREEMENT

1.01 This Agreement is entered into ~~this 1st day of June, 2019~~ between the Superintendent of the Plumas ~~County~~PCOE Office of Education, hereinafter called "PCOE", and the Plumas P~~C~~OE Chapter No. 230 of the California School Employees Association, hereinafter called "CSEA."

1.02 This Agreement is entered into pursuant to Chapter 10.7, Section 3540 through 3549.3 of the Government Code.

~~1.03 This Agreement shall remain in full force and effect from July 1, 2022 to June 30, 2025. Each party may open two sections exclusive of Sections 13 and 23. Section 13.01 and 13.02 are considered settled through the 2023/2024 fiscal year.~~

SECTION 3 NEGOTIATION PROCEDURES

3.01 Not later than the first meeting of October of each calendar year, pursuant to Section 3547 of the Government Code, all initial proposals of CSEA and PCOE relating to matters within the scope of representation for the ensuing contract period or year shall be presented at a public meeting of the PCOE Board of Education.

Meeting and negotiating shall take place on any proposal only after a reasonable time has elapsed after submission of the proposal(s), in order that the public may be informed and have the opportunity to express itself regarding proposals of both CSEA and PCOE.

3.02 Any agreement(s) reached between the parties shall be reduced to writing and signed by them.

3.03 Negotiations shall take place at mutually agreeable times and places.

3.04 CSEA shall designate ~~fourthree~~(4) representatives who shall each receive a reasonable amount of time without loss of compensation to attend negotiations ~~prep, negotiations,~~ and impasse proceedings. CSEA and PCOE may each include one professional advisor upon prior notice to the other.

~~3.05~~ ~~Multi-year Re-opener Clause.~~ During the life of this Agreement, and pursuant to the provisions of the negotiation procedures section of this contract, each party may present, for purposes of negotiation, two ~~sections~~~~areas~~ under the contract, plus salary and health and welfare benefits. ~~Areas are defined as follows:~~

~~3.06~~ _____

~~3.07~~ _____ ~~Wages, health and welfare (Sections 6, 8, 10, 13, 14, 22, 23, 28, 29)~~

~~3.08~~ _____

~~3.09~~ _____ ~~Hours of employment (Sections 8, 20, 25, 26)~~

~~3.10~~ _____ ~~Leave and transfer (Sections 15, 17, 18)~~

~~3.11~~ _____

~~3.12~~ _____ ~~Safety conditions of employment (Section 21)~~

~~3.13~~ _____

~~3.14~~ _____ ~~Class size~~

~~3.15~~ _____

~~3.16~~ _____ ~~Employee evaluation procedures (Sections 9, 24)~~

~~3.17~~ _____

~~3.18~~ _____ ~~Grievance processing procedures (Section 7)~~

~~3.19~~ _____

~~3.20~~ _____ ~~Organizational security (Sections 4, 5, 11, 12, 16, 19)~~

3.213.05 Should negotiation procedures fail to produce a new agreement prior to the conclusion of this Agreement, this Agreement shall remain in effect until a new agreement is reached.

SECTION 5 ORGANIZATIONAL RIGHTS

5.01 through 5.04 STATUS QUO

5.05 Bargaining Unit List. In compliance with CA Government Code 3558, the District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of each month. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- First Name;
- Middle initial;
- Last name;
- Suffix (e.g. Jr., III)
- Job Title;
- Department;
- Primary worksite name;
- Work telephone number;
- Work Extension;
- Home Street address (incl. apartment #)
- City
- State
- ZIP Code (5 or 9 digits)
- Home telephone number (10 digits);
- Personal cellular telephone number (10 digits);
- Personal email address of the employee;
- Last four numbers of the social security number;
- Birth date;
- Employee ID;
- CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- Hire date.

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

5.07 The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. The notice shall include the following information: full legal name, date of hire, classification, and site.

5.08 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- i. In the event the District conducts an individual or group new employee orientation, the District shall provide CSEA mandatory access to any such orientation. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- ii. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- iii. In the event the District conduct one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- iv. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

5.09 CSEA shall have thirty (30) minutes of uninterrupted time to meet with each new hire at their assigned worksite during any period of their regular working hours for a CSEA orientation. The new hire shall be relieved of their duties for the purpose of attending the orientation on paid time. The District shall provide CSEA a minimum of thirty (30) minutes of paid release time, in addition to reasonable travel time, for one (1) CSEA representative to attend the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation. During the orientation, no District manager or other non-unit employee shall be present.

5.10 The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

SECTION 8 HOURS AND OVERTIME

8.01 Status Quo

- 8.02 A. Work Year. The length of any bargaining unit employee's work year shall be a 10-month appointment, 12-month appointment, or school-calendar appointment, relative to the needs of PCOE and in agreement with CSEA. School-calendar appointment will include one hundred eighty-two (182) paid days (in addition to paid holidays and vacations), one of which is a non student day for professional development.
- B. The work year for anyone working less than twelve (12) months will include one hundred eighty-two (182) paid days (in addition to paid holidays and vacations). In the event the work days for the year exceed two hundred sixty (260) days for 12-month employees; those affected unit members will receive time off for excess work days beyond two hundred sixty (260). The excess days will be calendared as follows:
- Two hundred sixty-one (261) workdays – One (1) day off; the day after Christmas (December 26).
 - Two hundred sixty-two (262) workdays – Two (2) days off; one after Christmas Day (December 26) and New Years Eve (December 31).
 - Notification of specific days will be sent annually.
 - In the event the above days fall on a non-work day, PCOE and CSEA will pick a mutually agreeable day instead.

8.03 to 8.14 Status Quo

- 8.15 Summer Work. PCOE shall provide by the end of the month of April a list of jobs, by job site, of proposed temporary summer jobs. Brief job descriptions and approximate duration will be included in the announcement. Also included will be a response sheet to be returned to the site supervisor on or before the final day of school. The provisions of Section 17, Transfer, shall

apply, except for 17.03, which shall not apply. Any permanent employee employed for summer work shall be entitled to the same benefits enjoyed during the school year as per California Education Code.

- A. Summer employees whose summer job is within their current, regular-year classification shall receive their regular pay.
- B. Summer employees whose summer job is within a classification held during or after the 2001/2002 school year shall be paid at their previously-held salary step for that classification.
- C. Summer employees whose summer job is within a classification they have never held during the regular school year will be paid at step A in that classification.
- D. Consistent with the provisions in Education Code 45102, any permanent employees who work during a time that they are not normally assigned (i.e. Summer School, Winter/Spring Breaks) will accumulate sick and vacation accruals during this time as well as be eligible for paid holidays assuming that they are in paid status the day before or day after a holiday.

8.16 Status Quo

SECTION 14 VACATIONS

14.01 Through 14.04 STATUS QUO

14.05 Vacations - Full-time Employees. Full-time employees shall be expected to take their vacation. At the end of fiscal year, accumulation of vacation in excess of 30 working days will result in the employee being required to take excess vacation or to be paid for the excess vacation days. This decision is to be made by first working with your immediate supervisor, and if agreed upon, requires final approval of the superintendent.

Regular employees on a 10-month basis are expected to take their vacations during the employment year. ~~School vacations, while allowed to pupils and certificated personnel, are not allowed to full-time classified employees. Classified employees, however, may arrange with their administrative supervisor to take accrued vacation time or part of it during the Christmas and spring school recesses and on other days agreed upon, providing that the effective operation of the school is not hindered thereby.~~

14.06 Vacations - Part-time Employees. Part-time employees shall accrue vacation credit on a pro-rated basis of a full-time employee, as outlined in Section 14.03.

~~14.07 Vacations - School-Year Employees. School-year employees shall not be granted vacations outside of the school year because their employment period coincides generally with the period schools are in session and their workdays are generally school days.~~

14.078 Holidays. Holiday that fall during the scheduled vacation of any bargaining unit employee shall not be counted as vacation days.

14.08 Vacation Scheduling.

- A. Vacations shall be scheduled at times when the employee's absence will not have an undue negative effect on the County's operations. If there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the supervisor shall approve vacations based on date of request.
- B. If an employee's vacation is cancelled or interrupted by the county, the employee will be compensated for any unrecoverable costs incurred by the employee.

"Unrecoverable costs" include, but are not limited to:

Cancelled non-refundable rental vehicle, plane, and/or transit tickets

Increased cost due to rebooking of accommodations and transportation

Travel expenses related to returning to work exceeding regular home-to-work travel

14.~~09+0~~ Interruption of Vacation. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

SECTION 15 LEAVES

15.01 Bereavement Leave. Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family, designated person as defined by the California Family Rights Act. A designated person can be any person related by blood to the employee – such as the employee's aunt, uncle, or cousin. A designated person can also be any person who is like family to the employee, such as the employee's unmarried partner or best friend (when in a relationship equitant equivalent

to family). The employee may identify the designated person at the time they request leave from work. Employers have the right to limit ~~employessemployees~~ to using CFRA leave to care for one designated person per 12 month period; such leave not to exceed five days. Member of the immediate family, as used in this section, means the mother, father, sibling, child, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee (includes steps, fosters, and in-laws) or any relative living in the immediate household of the employee.

A. “Spouse” as used in this section shall include a domestic partner registered with the California Secretary of State by the filing of a Declaration of Domestic Partnership per California Family Code section 297.

B. Bereavement shall encompass mourning, preparation, attendance at services, or other related matters. Bereavement leave shall be taken within twelve months of the date of death.

B.C. The leave described in Section 15.01 above shall be available to Unit members that experience a reproductive loss, including but not limited to miscarriage, stillbirth or a failed adoption by the Unit member or partner. The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.

Remainder of Section 15 remains Status Quo

SECTION 24 DISCIPLINARY ACTION

24.01 STATUS QUO

24.02 A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

12. Destruction or misuse of district property

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

~~14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law~~

~~15.~~14. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

~~16.~~15. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

~~17.~~16. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Remainder of Section 24 remains STATUS QUO

SECTION 29 SIGNATURES For PCOE:

William Roderick

Date

Superintendent of Schools

For GSEA 230:

Chris Retalack

Date

GSEA Chapter 230 President

Jeff Otter

Date

GSEA LRR

