

COLLECTIVE BARGAINING

CONTRACT

Pursuant to Sections 3540-3549

of the

Government Code

of the

State of California



BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS

MARIN COUNTY BOARD OF EDUCATION

and

MARIN COUNTY EDUCATORS ASSOCIATION

An affiliate of the California Teachers

Association and the National Education Association

2021 - 2024

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ARTICLE 1

AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") between the Marin County Superintendent of Schools/Marin County Board of Education ("Superintendent/Governing Board") and the Marin County Educators Association/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 If any part of this contract conflicts with any Board policy, this Contract shall prevail.

ARTICLE 2

RECOGNITION

- 2.1 The Superintendent/Governing Board recognizes the Association as the exclusive representative for unit members in the certificated unit.
- 2.2 The certificated unit consists of all certificated unit members excluding:

any position listed on the Administrative/Support Staff Salary Schedule, substitutes who are employed on a day-to-day hourly basis to replace absent teachers, casual teachers employed on a day or hourly basis, including, but not limited to, home/hospital instruction, Regional Occupational Program unit members who have other full-time employment, GED testers in the County Jail Program, and summer school employees.

ARTICLE 3

HOURS OF EMPLOYMENT

- 3.1 The workday for full-time unit members assigned to Special Education programs shall be seven (7) hours, which includes at least a thirty (30) minute duty free lunch. The workday for all other full-time unit members shall be seven and a half (7.5) hours, which includes at least a thirty (30) minute duty free lunch.
 - 3.1.1 No later than October 1, the immediate supervisor who is management will provide unit members with a memo delineating the start and end times for unit members within their workday.
 - 3.1.2 In the event that there may be a potential change in a unit member's start and end times, individual discussion about potential changes in start and end times will be held at the unit member's request.
 - 3.1.3 All parties recognize unit members have professional duties and activities that fall outside of the established hours, including but not limited to annual evaluations, conferences, and school community events, such as parent conferences, back to school nights, and open houses.
- 3.2 It is recognized by both parties that established hours of employment may result in different student contact time, on site time, and professional responsibilities across unit members due to the unique and varied nature of the student programs served.
 - 3.2.1 For unit members assigned to a classroom, student contact time shall be in alignment with host or MCOE sites as required by the Individuals with Disabilities Education Act (IDEA) or state instructional minute requirements.
 - 3.2.2 Itinerant and DIS unit members shall have no more than 1,800 minutes per week of student contact time.
- 3.3 Unit members may leave their sites of employment during the established hours of employment outside of their duty-free lunch with the approval of the immediate supervisor who is management.
- 3.4 Unit members are entitled to at least a thirty (30) minute duty-free lunch period scheduled as close to noon as possible. Unit members may leave the school site during their duty-free lunch without requesting approval of the immediate supervisor who is management.
- 3.5 The number of hours of part-time unit members will be determined by multiplying the percentage of service by the number of full-time posted hours at that site or in the case of multiple sites, by determining a weekly average based on the established hours of full-time unit members who have similar assignments.
- 3.6 When requested by management, unit members shall be paid \$45 per hour when choosing to work in an activity that is determined to be limited in scope and benefit or strengthen the MCOE program.

- 3.7 Management shall strive to schedule staff and IEP meetings within an eight and a half (8.5) hour period inclusive of unit members' established hours and thirty (30) minute duty free lunch.
- 3.8 IEP meetings shall be scheduled to end no later than 5:00 P.M. unless unit members agree to a later end time. IEP team members may agree to continue to conduct an IEP meeting past 5:00 P.M. or elect to reschedule the remaining portions of the meeting for a later date.
- 3.9 Elementary, middle, high, transition/post-secondary and alternate education classroom teachers shall have the option of taking paid release days per school year for professional visitation and IEP related duties with the approval of the unit member's immediate supervisor who is management.
- 3.10 Each itinerant unit member shall consult with their immediate supervisor who is management to determine a calendar of days to be worked and an approved work assignment schedule that remains consistent with all other provisions of Article 3, and consistent with provisions of Article 4.

Revised 8/12/03 (3.1.2)

Revised 3/8/22 (3.1 – 3.7), Added 3/8/22 (3.8 – 3.10)

ARTICLE 4

WORK-YEAR CALENDAR

- 4.1 The work year for unit members with more than two years of employment with MCOE shall be 187 days. The work year for unit members shall be 189 days for the first two years of employment. The scheduling of the two additional days shall be at the discretion of the Superintendent.
- 4.2 Student contact days for unit members shall be 180 days. All other work year days are for professional development, preparation, and other professional duties.
- 4.3 A Marin County Office of Education committee shall be established to develop and consult on a work-year calendar for the following year. The committee shall be composed of the Executive Committee to the Association and three members selected by the Superintendent. The committee shall report to the Superintendent/Governing Board by June 1st of each year. Final placement of the work year days on the calendar will be determined by the Superintendent/Governing Board after receiving a report from the committee.
- 4.4 Unit members working on district sites with differing calendars may work on an individual work-year calendar, as determined by their immediate supervisor and the Deputy/Assistant Superintendent, following consultation and discussion with the unit member. Except for new teachers working 189 days in the first two years employment, the work year shall not exceed 187 days nor shall the student contact days exceed 180 days.
- 4.5 The calendar shall include up to three (3) contingency contract days, to be utilized in the event of one or more emergency school closure days, when the school closure prevents the unit member from working their regular work year day(s).
- 4.5.1 On a cancelled contract day, no affected unit member will be required to be present at a school or MCOE facility or perform any job duties, except as otherwise required by law outside of this collectively bargained agreement as referenced in Government Code 3100. Cancelled contract days shall be made-up during an alternate contingency contract day.
- 4.5.2 Starting with the 2021-2022 calendar, the Parties shall consult regarding the addition of these contingency contract days to MCOE calendars.
- 4.5.3 Unit members assigned to work at a non-MCOE site shall comply with any needed contingency contract days so long as the required number of work days in a work year is not increased beyond those required in sections 4.1 and 4.2.

Revised 5/12/98, 8/10/99 (4.1, 4.3, 4.4)

Revised 3/8/22 (4.1, 4.2), Added 3/8/22 (4.5)

ARTICLE 5

UNIT-MEMBER TRANSFER

5.1 POLICY

The Superintendent has the final authority to transfer unit members subject to the procedures here to agreed upon in ARTICLE 5.

5.2 DEFINITIONS

5.2.1 Transfer refers to any action which results in a movement of a teacher from his/her current assignment. If the action is taken during the summer, a change from the assignment during the preceding regular school year shall be deemed a transfer.

5.2.2 Teacher refers to any unit member who is included in the appropriate unit.

5.2.3 Voluntary Transfer refers to any transfer requested by a teacher in writing and submitted to the Personnel Office during the designated period of time in which voluntary transfers may be requested.

5.2.4 Involuntary Transfer refers to a transfer that was not requested by the unit member.

5.2.5 Institutional Incompatibility refers to a situation wherein the personnel of a host institution request the transfer of a Marin County Office of Education teacher because of incompatibility between the host agency and the county office teacher.

5.2.6 Vacancy refers to an unfilled position as declared and described by the Superintendent in a posted Notice of Vacancy.

5.2.7 Business Day is any day the Marin County Office of Education is open for business.

5.3 PROCEDURES

5.3.1 VACANCY

5.3.1.1 Initial notices of vacancies for positions covered by the Agreement shall be prepared by the Personnel Office and sent via electronic mail (email) to the work email address of all permanent and probationary unit members. Each vacancy notice will list all positions reasonably anticipated to be open for transfer for the subsequent school year. Subsequent notices will be sent out as additional vacancies result. Copies of notices shall be sent to the Association.

- 5.3.1.2 Unit members desiring a transfer for the subsequent school year must complete and return a transfer request form postmarked or personally delivered within 10 business days from the date of the mailing. Failure to do so will constitute a waiver of the opportunity to request a voluntary transfer for the subsequent year.
- 5.3.1.3 Voluntary transfer requests will be considered only through June of each school year. If a vacancy or opening occurs after the noticing process, only a temporary assignment will be made to fill the position for the remainder of the school year.
- 5.3.1.4 All requests for transfer shall be considered on the basis of, but not limited to, the following criteria:
 - 5.3.1.4.1 Appropriate certification
 - 5.3.1.4.2 Seniority of employment with the Marin County Office of Education
 - 5.3.1.4.3 Academic preparation and/or past teaching experience of applicants
 - 5.3.1.4.4 Extenuating circumstances such as, but not limited to, discontinuation of current classroom assignment or return from leave of absence
 - 5.3.1.4.5 The needs of the Marin County Office of Education
- 5.3.1.5 Should applicants with approximately equal qualifications request the same vacant position, seniority will determine the choice.
- 5.3.1.6 Before making a decision, the receiving program administrator and the applicant(s) may meet and interview about the proposed transfer, if such a meeting is desired by either party.
- 5.3.1.7 A timeline describing the various deadlines and activities of the transfer process will be developed by the Personnel Office annually and distributed to permanent and probationary unit members with the first Notice of Vacancy memo.
- 5.3.1.8 It is the intention of this process that vacancies be noticed in an ongoing and timely manner to permanent and probationary members of the bargaining unit within the guidelines stated herein.

5.4 INVOLUNTARY TRANSFER

- 5.4.1 Unit members who are being involuntarily transferred shall have the right to submit a transfer request as provided in 5.3.1.2 of this Article.

- 5.4.2 A unit member who is being involuntarily transferred shall, upon request, be given the opportunity to discuss and/or receive in writing the reasons for the transfer.
- 5.4.3 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits to the unit member being transferred, at the time of the transfer.
- 5.4.4 When appropriate certification and other criteria for transferring unit members are approximately equal: (a) unit members-initiated requests to accept the vacancy created by the involuntary transfer will be considered first; and (b) if no unit member-initiated requests are made, the selection of a unit member will be based upon, but not limited to, the following:
 - 5.4.4.1 Seniority
 - 5.4.4.2 Past teaching experience and/or academic preparation.
- 5.4.5 Seniority will be considered first if unit members initiating requests to transfer to the vacated position have approximately equal qualifications. If there are no unit member-initiated requests to transfer to the vacated position, the persons who are being considered by the administration for transfer into the vacated position will have all or most of the qualifications listed, and will be the lowest on the seniority list.
- 5.4.6 Any unit member who is being transferred will be given a ten (10) day notice by mail to his/her last address of record provided. In urgent and unusual situations which may arise, such notice shall be given as the circumstances permit. During said ten-day period, the unit member has the right to discuss the proposed transfer with the program administrator.
- 5.4.7 The unit member being transferred shall, upon request, be given reasons for the transfer in writing.
- 5.4.8 During the regular school year, the unit member shall be given one (1) release day to visit the new assignment and one (1) release day to prepare for the first day of instruction.

5.5 INSTITUTIONAL INCOMPATIBILITY TRANSFER:

- 5.5.1 When the involuntary transfer is due to institutional incompatibility, the program administrator shall request from the host institution a statement of the reasons for the request in writing.
- 5.5.2 If the host institution offers the written reasons, these shall be shared with the unit member being transferred.
- 5.5.3 A notice of the created vacancy will be posted to encourage unit member-initiated transfer requests.
- 5.5.4 Should there be no unit member-initiated requests to transfer to the position left vacant, persons with the lowest seniority, but with

institutional qualifications, will be selected to transfer into the vacancy.

- 5.5.5 Any unit member who is being transferred will be given a ten (10) day notice by mail to his/her last address of record provided. In urgent and unusual situations which may arise, such notice shall be given as the circumstances permit. During said ten (10) day period, the unit member has the right to discuss the proposed transfer with the program administrator.
- 5.5.6 The unit member being transferred shall, upon request, be given the reasons for transfer.
- 5.5.7 During the regular school year, the unit member shall be given one (1) release day to visit the new assignment and one (1) release day to prepare for the first day of instruction.

5.6 EXEMPTIONS:

- 5.6.1 This provision does not apply to itinerant personnel such as, but not limited to: itinerant teachers of the Visually and Hearing Handicapped, Mobility Instructors, Nurses, Resource Specialists and Speech Therapists, as long as his/her itinerant assignment in one of these categories is maintained.

Revised 8/12/03 (5.2.4, 5.3.1.1, 5.3.1.3, 5.4.7)

Revised 7/5/18 (5.3.1.1)

ARTICLE 6

LEAVES

6.1 SICK LEAVE:

- 6.1.1 Full-time certificated unit members on a 187 or 189 work day contract are entitled to ten (10) work days' sick leave each work year, commencing on the first day of employment.
- 6.1.2 Unit members who work less than a full year shall receive one (1) day of sick leave per month worked. Unit members who work less than a full day shall receive sick leave on a prorated basis.
- 6.1.3 If a unit member does not take the full amount of sick leave allowed in any work year, and if there is no break in service, the amount not taken shall be accumulated from year to year and shall be credited toward retirement in the manner specified by law.
- 6.1.4 In case of absence, no payment shall be made for the work day until submission by the unit member of the form specified by the Superintendent/Governing Board and signed by the unit member and the immediate supervisor.
- 6.1.5 Each unit member will be informed of his/her accumulated sick leave balance each regular payday.
- 6.1.6 A sick leave day once commenced shall not be reinstated as a working day.
- 6.1.7 For full-time unit members, an absence of up to one-half work day will be charged as one-half day of sick leave. An absence of more than one-half day will be charged as a full day of sick leave.
- 6.1.8 A physician's statement that the unit member is physically and mentally fit to return to duty may be required of any unit member who has been absent from duty on sick leave for more than five (5) consecutive work days. The Superintendent/Governing Board may require the unit member to see a physician of its choice. If the Superintendent/Governing Board physician's determination is contrary to the unit member's physician, the two physicians will select a third physician, whose cost is to be borne by the Superintendent/Governing Board, to meet with them to determine whether the unit member is fit to return to duty. The decision of the majority of the three (3) physicians shall be final and binding on both the Superintendent/Governing Board and the unit member.

6.2 MATERNITY DISABILITY LEAVE:

- 6.2.1 A unit member will be granted a disability leave of absence when required to be absent from duties due to disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

- 6.2.2 A unit member shall inform her program manager and the Personnel Director, as appropriate, of any pregnancy at least four (4) months prior to the expected birth of the child. The unit member shall inform the Personnel Director of the date she anticipates she will return to work.
- 6.2.3 The length of the leave of absence will be for the period of actual disability as determined by the unit member and her physician. The Superintendent/Governing Board may require the physician's statement or other proof to be updated from time to time.
- 6.2.4 A unit member who is disabled due to pregnancy, miscarriage, abortion, childbirth and recovery therefrom is entitled to use her accumulated disability or sick leave benefits and is entitled to other health or sick leave benefits as are received by other certificated unit members who are temporarily disabled, but only to the extent that such benefits are received by other temporarily disabled unit members.
- 6.2.5. In the event that a unit member receives a personal leave of absence due to pregnancy prior to actual disability, she shall be entitled to transfer to sick leave status to receive the benefits thereof upon becoming disabled by pregnancy, miscarriage, abortion, childbirth, or recovery, but only if the personal leave was specifically requested for this reason and if the resulting disability was caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
- 6.2.6. The ability of a unit member to return to her teaching position after pregnancy shall be determined by the unit member in consultation with her physician.

6.3 CHILD REARING LEAVE:

- 6.3.1 A personal leave of absence, without compensation or other benefits, shall be granted to male or female unit members by the Superintendent/Governing Board for the following:
 - 6.3.1.1 To the end of the school year in which the birth occurs, or
 - 6.3.1.2 For the entire academic year in which the birth occurs, or
 - 6.3.1.3 For the school year following childbirth.
- 6.3.2 A unit member may continue any or all benefit plans for the period of the leave without pay. Payments to the Marin County Office of Education shall be made no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage due March 1, to continue these plans in effect.
- 6.3.3 The unit member shall be returned to the same position he/she held at the time of leave, providing the program or position has not been terminated, and if the duration of the entire leave occurs within one school year. If the leave occurs during more than one school year, the unit member has no rights to any particular position and will be placed according to the needs of the Superintendent/Governing Board.

6.4 PERSONAL NECESSITY LEAVE:

- 6.4.1 A unit member may use a maximum of seven (7) days of sick leave per school year for cases of personal necessity.
- 6.4.2 Personal necessity leave will be granted for the following reasons:
 - 6.4.2.1 Death or serious illness of a member of the immediate family (in excess of Bereavement Leave).
 - 6.4.2.2 Accident or emergency involving the unit member's person or property, or the person or property of a member of the immediate family.
 - 6.4.2.3 Appearance in court as litigant.
 - 6.4.2.4 Fulfillment of the requirements for adoption of a child.
 - 6.4.2.5 Major religious holidays.
 - 6.4.2.6 Paternity leave for any male unit member for the birth of a child to his wife or for the birth of a child whom he fathered. Paternity leave shall be taken immediately before, during, or after the birth of the child.
 - 6.4.2.7 Matters of compelling personal importance. This leave will be available on a "first come first served" basis and no more than 20 (twenty) unit members may use this provision on any given day.
 - 6.4.2.8 The Superintendent may allow additional days to be used (out of available sick leave) in special circumstances.
- 6.4.3 The unit member shall be required to secure at least one (1) week advance permission for leaves of absence that are for more than one (1) day for personal necessity of a type other than 6.4.2.1 or 6.4.2.2 enumerated above. The request for such leave shall be submitted in writing, clearly identify the type of personal necessity, and shall be signed by the unit member.
- 6.4.4 For purposes of this Article, immediate family shall be defined as: mother, father, stepmother, stepfather, legal foster parents, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

6.5 BEREAVEMENT LEAVE:

- 6.5.1 Any unit member is entitled to a leave of absence, not to exceed three (3) work days, or five (5) work days if more than 250 miles of one-way travel is required, on account of the death of any member of his/her immediate family.

- 6.5.2 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Superintendent/Governing Board.
- 6.5.3 Members of the immediate family means the mother, father, stepmother, stepfather, legal foster parents, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, domestic partner or any relative living in the immediate household of the unit member or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions.

6.6 JURY DUTY/SUBPOENAED WITNESSLEAVE:

- 6.6.1 A leave with pay may be allowed to unit members to appear as a witness in court, other than as a litigant, in response to a subpoena duly served or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member. The allowed leave shall be for the number of days specified in the subpoena, or for all days in court as certified by the Clerk or other authorized officer of such court or Grand Jury.
- 6.6.2 A leave with pay may be allowed to unit members regularly called for jury duty in the manner provided for by law.
- 6.6.3 Compensation for leave with pay granted according to subsections 1 and 2, above, shall be the amount of the difference between the unit member's regular earnings and any amount he/she receives for jury or witness fees.

6.7 INDUSTRIAL ACCIDENTLEAVE:

- 6.7.1 Unit members who are absent from duty because of injury or illness which results from industrial accidents, which qualify under worker's compensation insurance, shall be allowed leave with full salary from the first day of absence to and including the last day of absence caused by such accidents. Allowable leave for each injury or illness shall not exceed 60 working days in any one fiscal year for any one accident or illness. Industrial accident leave shall be charged at the rate of one full day of authorized absence, regardless of compensation from worker's compensation insurance.
- 6.7.2 This leave is not accumulative from year to year and if the industrial accident or illness overlaps into a new school fiscal year the unit member shall have only that amount of leave which was not used in the prior year for the same accident or illness.
- 6.7.3 This Article further provides:
 - 6.7.3.1 Periods of absence caused by industrial accident or illness shall not be considered a break in service.
 - 6.7.3.2 During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall retain his/her disability

check. The Office shall then cause the unit member to receive his/her normal wage or salary less appropriate deductions including, but not limited to, unit member retirement contributions, and an amount equivalent to the face amount of the temporary disability check, which the unit member has retained. In all cases, unit member benefits are to be computed on the basis of the unit member's regular wage or salary prior to the deduction of any amounts received for temporary disability payments.

6.7.3.3 The unit member must remain in California during his/her absence unless the Superintendent grants him/her permission to leave the State.

6.7.3.4 After the industrial accident leave has been used, the unit member shall be entitled to use any of his/her sick leave, vacation time, or other available leave provided by law or by action of the Superintendent/ Governing Board to cover the illness or injury which resulted from an industrial accident while performing Marin County Office of Education work.

6.8 MILITARY LEAVE:

6.8.1 Unit members shall be entitled to military leaves of absence as provided in the applicable provisions of the Military and Veteran's Code and Education Code. Unit members will make every effort to schedule military leaves during the summer recess or on weekends.

6.9 UNCOMPENSATED LEAVE

6.9.1 At the discretion of the Superintendent/Governing Board, a unit member may be granted an unpaid leave of absence for a period not to exceed two years.

6.9.1.1 Short-Term:

A unit member desiring a short-term (less than 50% of a school year) uncompensated leave may make application to the Superintendent/Governing Board for approval.

6.9.1.2 Long-Term:

6.9.1.2.1 A unit member with no less than three years' service at the Marin County Office of Education may be granted a long-term leave of absence (50% or more of a school year).

6.9.1.2.2 The unit member shall submit a written request to the Superintendent/Governing Board no later than January 15th prior to the year in which the leave is requested. The request shall state the reasons for and duration of the leave desired.

6.9.1.2.3 A unit member granted such leave of absence shall notify the Superintendent/Governing Board prior to January 15th of the year during which the leave is being taken that the unit member will return for duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the unit member effective at the close of the school year in which unit member is on leave. The Marin County Office of Education shall notify the unit member, in writing, of this provision of the Agreement at the time the leave is granted.

6.9.2 Provisions:

6.9.2.1 In the event of special circumstances the Superintendent may waive the time periods designated for uncompensated leave.

6.9.2.2 Unit members on unpaid leave of absence are eligible to retain fringe benefits by paying necessary premiums to the Superintendent/ Governing Board, no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage is due March 1.

6.9.2.3 At the expiration of the uncompensated leave, the unit member shall be reinstated to a position as determined by the Superintendent.

6.9.2.4 Unit members on unpaid leave of absence shall, on their return, retain seniority rights and the position on the salary schedule which they held at the beginning of the leave. Such unit members shall retain accrued sick leave but shall not earn sick leave credit.

6.10 CATASTROPHIC SICKLEAVE

6.10.1 A catastrophic illness or injury is defined as a severe illness or injury which incapacitates an employee due to injury or prolonged illness and which creates a financial hardship.

6.10.2 When a unit member who is a permanent or probationary teacher, or a temporary teacher commencing the third year of service for the Marin County Office of Education, has a catastrophic illness or injury as confirmed by a physician and has exhausted his/her sick leave, she/he may request the Association to take the necessary steps to implement the Catastrophic Illness Leave provision.

6.10.3 The Association will present the request to the Superintendent or his/her designee. The request will consist of the following documents:

6.10.3.1 A written request by the employee or his/her designee including the number of days requested which may not exceed 30 work days during the year.

6.10.3.2. A physician's verification of the unit member's catastrophic illness or injury, including the anticipated date of return to work.

6.10.4 In no case, may the number of days requested cause the employee to exceed the total of 100 days permitted for extended sick leave under the California Education Code.

6.10.5 In order to participate in the Catastrophic Illness Leave Program as a donor, probationary/permanent unit members must retain 20 days in their own sick leave bank.

6.10.6 Probationary/permanent unit members may donate a maximum of thirty (30) days.

6.10.7 The Superintendent or his/her designee will verify the sick leave for unit members making the request to access sick leave days as well as potential donors.

6.10.8 The Association will inform unit members of individual requests and secure written donations.

6.10.9 The Superintendent or his/her designee will make the necessary transfers of sick leave.

6.11 GENERALPROVISION

6.11.1 Provision of Sick Leave, Maternity Disability, Personal Necessity, Study Leave Industrial Accident/Illness, Bereavement, Jury Duty/Subpoenaed Witness Leave and Sabbatical Leave shall not be construed to apply to any unit member during any period when the unit member would not normally be performing services for the Marin County Office of Education.

Revised 8/10/99 (6.10.7, 6.10.9)

Revised 8/12/03 (6.9.1.2.2, 6.9.1.2.3, 6.10.3.1, 6.10.6)

Revised 11/1/18 (6.5.1, 6.5.3)

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1 A grievance is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Collective Bargaining Agreement.
- 7.1.2 A grievant is one or more members of the Bargaining unit.
- 7.1.3 A business day is one in which the Marin County Office of Education is open for business.
- 7.1.4 Immediate Supervisor is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

7.2 MISCELLANEOUS

- 7.2.1 A grievant may present his/her grievance to the Superintendent/Governing Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of Agreement.
- 7.2.2 A grievant may choose to be represented at all stages of the grievance procedure by an Association representative if he/she wishes. Grievances will be presented in the steps listed in the procedure.
- 7.2.3 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 7.2.4 At each formal step of the grievance, the Association President will be furnished a copy of the documents exchanged between the grievant and the Superintendent/Governing Board regarding the grievance.
- 7.2.5 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept with the grievant's personnel office file.

7.3 PROCEDURE

7.3.1 Informal Level

- 7.3.1.1 Within ten (10) business days of the first time a grievance is alleged to arise, the grievant will present the grievance to his/her immediate supervisor during non-instructional hours.
- 7.3.1.2 Within ten (10) business days after the presentation of a grievance, the immediate supervisor shall give his/her answer orally to the grievant.

7.3.2 Formal Level

7.3.2.1 Step I.

7.3.2.1.1 Within ten (10) business days of the oral answer, if the grievance is not resolved, it shall be stated in writing and signed by the grievant and lodged with the immediate supervisor on the prescribed form.

7.3.2.1.2 The Statement of Grievance shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this agreement alleged to be violated, and shall indicate the specific relief requested.

7.3.2.1.3 The immediate supervisor shall communicate to the grievant his/her decision in writing ten (10) business days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

7.3.2.2 Step II

7.3.2.2.1 In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the form prescribed to the Superintendent, or his/her designee, within five (5) business days after receiving a decision from Step I.

7.3.2.2.2 This statement shall include a copy of the original grievance filed, the decision rendered at the previous step, a clear and concise statement of the appeal, and the reasons for the appeal.

7.3.2.2.3 The Superintendent, or his/her designee, shall communicate his/her decision, in writing, to the grievant within five (5) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

7.3.2.3 Step III

7.3.2.3.1 In the event the grievant is not satisfied with the decision at Step II, he/she may, within ten (10) business days after receipt of the decision from the Superintendent, or his/her designee, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent, or his/her designee, within ten (10) business days after receipt of the request form from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Step II shall become final.

- 7.3.2.3.2 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within five (5) business days of the Association's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the California State Conciliation Service or American Arbitration Association. If the grievant and the Superintendent, or his/her designee, cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.
- 7.3.2.3.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This report shall be sent to the Superintendent/Governing Board with copies to the grievant, the Association, and Superintendent, or his/her designee. The cost of the arbitrator shall be borne equally by the Association and the Superintendent/Governing Board.
- 7.3.2.3.4 The proposed decision of the arbitrator shall be accepted by both parties, provided, however, that the Superintendent/ Governing Board, within ten (10) business days of the receipt of the arbitrator's award/decision may, by written notice to the grievant and the Association, decide to conduct a review of the grievance. Said review shall be based on the documents submitted at the lower levels of the grievance and the arbitrator's award/decision. As a result of such review the Superintendent/Governing Board may not overturn the arbitrator's decision except when the vote to overturn is supported by at least five votes of a seven-member Board.

Revised 5/12/98 (7.3.1.1,7.3.1.2,7.3.2.1.3)

Revised 8/12/03 (7.3.1.1, 7.3.1.2)

ARTICLE 8

FRINGE BENEFITS

- 8.1 The Superintendent/Governing Board shall provide, for full-time unit members, medical/dental/vision and life insurance coverage in an amount not to exceed \$974.47 monthly per employee beginning October 1, 2021, \$1,024.47 beginning October 1, 2022, and \$1,074.47 beginning October 1, 2023. The coverage shall include, but is not limited to, two medical plan options.
- 8.1.1 SISC Medical plans currently available
- 8.1.1.1 Anthem PPO
- 8.1.1.2 Kaiser
- 8.2 The actual amount of the employee's contribution is dependent upon the coverage selected by the employee. With the exception of dental, vision, and life insurance coverage, it is understood that the members of the bargaining unit shall request only that coverage actually needed. If a unit member chooses a Health and Welfare Benefit option which exceeds the maximum monthly benefit amount, the excess cost shall be deducted from the unit member's salary.
- 8.3 Retired unit member health benefits. Medical coverage only will be provided for the retired unit member and dependents on the following basis:
- 8.3.1 After ten (10) years of continuous employment with the Marin County Office of Education, not to exceed \$100 per month.
- 8.3.2 After fifteen (15) years of continuous employment with the Marin County Office of Education, not to exceed \$200 per month.
- 8.3.3 Benefits will be paid between the ages of 55 and 65.
- 8.3.4 A retiree is a person who has retired from employment by the Marin County Office of Education and is receiving retirement benefits from either PERS or STRS.
- 8.3.5 To be eligible for this coverage the unit member must be at least 55 years of age when he/she retires.
- 8.3.6 In the event that a retired unit member moves out of the service area for all current health care providers, the medical-only payment allowed for in 8.3.1 or 8.3.2 shall be paid directly to the medical insurance provider of the retiree's choice.
- 8.3.7 The retiree can apply the retiree benefits to a medical plan of his/her choice and receive reimbursement monthly with proof of payment.

- 8.4 Employees working half time or more and who are able to certify that they have comparable health coverage through another source shall receive \$300.00 per month beginning October 1, 2003 in compensation in lieu of such benefits. Employees shall sign a form waiving health benefits and certifying that they have comparable health coverage through another source. Each Unit Member who is participating understands that the \$300.00 per month compensation in lieu of health benefits is considered for income tax purposes, although the employee may place these funds into a tax sheltered annuity of their choice. Unit Members who participate in this option and who subsequently lose their health coverage will be able to re-enroll in Marin County Office of Education health benefit coverage as provided in section 1357.50 of the Health and Safety Code or during the next open enrollment period.

Effective January 1, 2012, there will be no compensation in lieu of benefits for unit members hired after January 1, 2012. Only employees receiving cash-in-lieu of benefits as of December 31, 2011 shall be allowed to continue to receive this payment. Once an employee discontinues cash-in-lieu of benefits, the employee is no longer eligible to apply for cash-in-lieu of benefits. With the exception of dental coverage and vision, it is understood that members of the bargaining unit shall request only that coverage actually needed.

Revised 8/12/03 (8.1, 8.1.1, 8.1.1.1, 8.1.1.2, 8.4)

Revised 6/12/07 (8.3.8)

Revised 11/8/11 (8.1, 8.4)

Revised 6/12/12 (8.1)

Revised 7/5/18 (8.1, 8.1.1, 8.1.1.1)

Revised 3/8/22 (8.1, 8.3)

ARTICLE 9

SALARIES

- 9.1 The salary schedule shall be set forth in Exhibit A. The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) installments payable on the last work day of each month with appropriate deductions as mutually agreed between the Association and the Superintendent/Governing Board.

Payments for services in addition to the unit member's regular assignment shall be made not later than the last work day of the month following the payroll period in which the service was performed. Unit members shall provide timesheets for additional services performed no later than the 10th of the month following the service(s) performed. Unit members submitting timesheets by the 10th of the month following the service(s) performed shall be paid at the next regularly occurring date of pay.

- 9.1.1 Unit members selecting payment of wages in twelve (12) paychecks, upon request, may receive their June, July, and August pay warrants on the last three (3) working days in June.
- 9.1.2 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, including Federal and State Income Tax and State Teachers Retirement System.
- 9.1.3 Optional deductions which the unit member may elect to have taken from their gross earnings must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the Superintendent/Governing Board receives from the unit member a written notice withdrawing the authorization for a particular deduction.
- 9.2 Effective July 1, 2021 the salary schedule shall be increased by 3.0%. Effective July 1, 2022 the salary schedule shall be increased by 3.0%. Effective July 1, 2023 the salary schedule shall be increased by 3.0%.
- 9.3 If a unit member is required by his/her supervisor, who is management, to work packing or unpacking on a non-work day the unit member will be compensated \$150.00 per day.
- 9.4 All unit members hired after January 1, 1990, will have his/her salary automatically deposited by the Marin County Office of Education to his/her checking or savings account with an approved Accredited Clearing House (ACH) member bank, savings & loan, or credit union.
- 9.5 For initial step placement on the salary schedule, credit for professional experience outside of the MCOE shall be allowed at the rate of one (1) step for one (1) year of service up to a maximum of thirteen (13) years based upon a regular credential or professional license for the state in which the experience occurred. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement on the salary schedule. Initial placement credit beyond 12 years of

service is open only to certificated staff possessing an accredited post graduate degree. Course credit for horizontal/column salary placement shall be given for post-graduate, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission; or other programs approved by the Superintendent/Governing Board.

- 9.5.1 Courses that are deemed by a college or university to be applicable to a graduate degree and that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts.
- 9.5.2 Unit members who have been laid off from the MCOE and are subsequently reemployed shall be granted a reinstatement of previous experience credit in addition to any service credit earned following the period of layoff and prior to being reemployed with MCOE.
- 9.6 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% in paid status of the regularly scheduled work year. Staff members in paid status less than 75% may advance on the salary schedule when the accumulation of consecutive work year percentages exceeds 75%, at which point the unit member shall advance to the next step on the salary schedule to be effective for the start of the subsequent work year.
- 9.7 Salary advancement on the salary schedule shall be granted upon completion of course credits or units of study for professional growth/Continuing Education Units (CEU) received for post-graduate, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the Superintendent/Governing Board. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
- 9.8 Unit members requesting to be reclassified (moved) on the salary schedule from one class (column) to another must file such requests with the Superintendent/Governing Board no later than July 1 of each year to be effective for the start of the subsequent school year. Supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification must be filed with the Superintendent/Governing Board as soon as it becomes available or no later than September 1. If by September 1, the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification, which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement.
- 9.9 Unit members who hold an accredited Master's Degree or Doctorate Degree shall receive a one-time payment of \$500.
- 9.10 Step 13 is open to certificated unit members who qualify for placement in Classes IV, V,

or VI.

- 9.11 *Longevity Increments.* Each unit member shall receive, in addition to the regular scheduled salary, an annual longevity increment. This increment shall accrue at the beginning of the 15th year of service with \$3000 in addition to the annual salary. The increment shall increase at the beginning of the 18th year of service to \$6000 in addition to the annual salary. The increment shall increase at the beginning of the 20th year of service to \$9000 in addition to the annual salary. The increment shall increase at the beginning of the 25th year of service to \$12,000 in addition to annual salary. All such longevity increments shall become an integral part of the salary schedule and accrue from year to year. For the purposes of this provision, unit members in paid status less than 75% may receive an annual longevity increment when the accumulation of consecutive work year percentages exceeds 75%, at which point the unit member shall receive an annual longevity increment to be effective for the start of the subsequent work year. Uncompensated leaves will not be considered a break in service. All leaves for which the employee receives compensation from the MCOE will be counted as a period of service. The full amount of longevity increments shall be paid to all unit members who work 50% or more and prorated for those who work less than 50%.
- 9.12 *Mileage Rate.* The Superintendent/Governing Board agrees to pay unit members the IRS rate for the use of personal vehicles in the performance of work assignments or other direct related business. The Superintendent/Governing Board will notify all unit members annually of the IRS mileage reimbursement rate.

Revised 8/12/03, 3/8/05, 3/14/06, 12/11/07, 10/12/10, 11/8/11, 6/12/12, 6/11/13, 8/12/14, 7/7/15 (9.1, 9.2)
Revised 6/12/07 (9.1,9.2,9.3)
Revised 6/12/12, 6/11/13 (9.1)
Revised 7/5/18 (9.1, 9.2)
Revised 3/8/22 (9.1, 9.2), Added (9.5 – 9.12, language from salary schedule, Exhibit A, moved to Article 9)

ARTICLE 10

CONCERTED WORK STOPPAGE

- 10.1 It is the intent of the parties that during the term of this Agreement the members of the unit shall faithfully and diligently perform all the duties normally associated with their positions. There shall be no strike, slow-down, "work to rule", work stoppage, sick-out, withdrawal of services, or lockout by either party during the term of this Agreement.
- 10.2 In the event that members of the unit take any steps in violation of the provisions of this Article, the organization shall make every effort to prevent such activities and to induce the employees to comply with the terms of this agreement.
- 10.3 In the event of violation of this Article, the Superintendent/Governing Board may terminate any right granted by this Agreement or by other provisions of the Superintendent/Governing Board rules, regulations or policy from the employee or from the organization, and may take steps to appropriately discipline the employee, which discipline may include termination of employment.

Revised 8/10/99, (10.1)

ARTICLE 11

CONSULTATION

- 11.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, the development of the Local Control Accountability Plan (LCAP) or changes in written Board policies and/or written Administrative Rules and Regulations which affect employees covered by the terms of this Agreement. Nothing in this provision shall be construed to limit the right of management to consult with any unit member in any matter outside the scope of representation.
- 11.2 The Superintendent/Governing Board shall provide written notice to the Association that action on any matter of consultation, as defined herein and by the Educational Employment Relations Act (EERA), is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- 11.3 The Association may exercise its right to consult on proposed Board action(s) by initiating a demand to consult on the subject(s). The Association may also initiate the consult process on any matter within the scope defined by the EERA.
- 11.4 Upon the Association exercising its right to consult, the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.
- 11.5 The Superintendent/Governing Board shall give full consideration to such presentations, proposals, opinions, and requests made by the Association prior to arriving at a decision of policy or course of action.

Revised 3/8/22 (11.1), Added (11.2 – 11.5)

ARTICLE 12

NEGOTIATING PROCEDURES

- 12.1 The Association shall present its initial proposal to the Superintendent/Governing Board no later than February 1st of each year in which negotiations are to commence.
- 12.2 The Superintendent/Governing Board shall adopt its initial proposal no later than March 1st of each year in which negotiations are to commence.
- 12.3 Negotiations shall take place at mutually agreeable times and places.
- 12.4 If meetings cannot be agreed to mutually, the meetings shall be held within ten (10) business days from receipt of a written request from either party.
- 12.5 The negotiation teams for each party shall be comprised of a reasonable number of members chosen at the direction of the Association or the Superintendent/Governing Board Representative. MCOE and MCEA shall be permitted to include outside counsel or Association (CTA/NEA) representatives on their negotiation teams as determined by either party.
- 12.6 Caucuses may be called during the negotiating sessions at the request of the Association or the Superintendent/Governing Board.
- 12.7 All supporting materials used during the meet and negotiate sessions shall be prepared by the presenting parties in sufficient copies for all representatives of each party or shall be shared electronically.

Revised 3/8/22 (12.1), Added (12.2 – 12.7)

ARTICLE 13

COMPLETION OF AGREEMENT

- 13.1 This document comprises the entire agreement between the Superintendent/Governing Board and the Association on the matters within the lawful scope of negotiation. Any term or condition not modified herein shall remain in full force and effect. By this Agreement, the parties resolve all outstanding bargaining issues. Except as provided elsewhere in this Agreement or by mutual consent of the parties, this Agreement excludes all matters expressly provided herein from further negotiations for the duration of this Agreement. The provisions of this Agreement shall not be amended, modified, abridged, waived, or changed in any way without the written, signed agreement of the parties to this Agreement.

Revised 3/8/22 (13.1)

ARTICLE 14

POSITIONS OF LESS-THAN-FULL-TIME SERVICE

14.1 Shared Contract

14.1.1 General Conditions

- 14.1.1.1 A shared contract is defined as the situation when two unit members render the same service to either individual students or individual classes. The shared contract shall be for not more than one (1) full-time equivalent full-time position.
- 14.1.1.2 Approval of requests for shared contracts shall be at the sole discretion of the Superintendent.
- 14.1.1.3 Requests for shared contract shall be considered only if two (2) full-time, probationary or permanent employees holding appropriate credentials apply.
- 14.1.1.4 If either one of the participating unit members withdraw from the program during the school year the program will be considered canceled for both teachers.
- 14.1.1.5 Shared contracts are authorized by the Superintendent for one (1) school year at a time and must be renewed each year.
- 14.1.1.6 Provisions of sick leave, extended disability leave, maternity disability, personal necessity, industrial accident/illness, bereavement and jury duty/subpoenaed witness leaves shall not be construed to apply to any participant during any day when the participant would not normally be performing services.

14.1.2 Shared Contract/Full Year Part-Time

- 14.1.2.1 A shared contract/full year part-time position is when two (2) unit members agree to share (1) one full-time position and work the entire school year. Each unit member will work 50% of the student contact days as set out in the school calendar. Both unit members will work on the designated "teacher work days".
- 14.1.2.2 Unit members in order to participate in the shared contract/full year part-time position must apply for a 50% uncompensated leave as provided in Article 6.

14.1.2.3 Compensation

- 14.1.2.3.1 Participants in the shared contract/full year parttime position shall receive fifty percent (50%) of his/her

annual salary paid in ten (10) equal monthly installments.

14.1.2.3.2 The two (2) participants involved shall receive salary credit for one-half (1/2) year of service.

14.1.2.3.3 Each participant shall receive one-half (1/2) of fringe benefits listed in Article 8, Fringe Benefits. Each participant shall be able to retain full fringe year by having additional premiums deducted from his/her monthly salary.

14.1.2.3.4 Each participant will receive fifty percent (50%) credit for retirement and sick leave.

14.1.2.4 Application Procedure

14.1.2.4.1 Written requests for participation in the shared contract/full year part-time positions shall be submitted to the Superintendent by February 1, of the year preceding the shared contract. The written request must include:

1. a specific work day schedule,
2. a plan for communication with parents, aides, DIS staff, etc., where appropriate.
3. a plan for assessment and Individual Development Plan (IEP) development for students if appropriate
4. a plan for the development of specific strategies and monitoring and implementation of I.E.P.s if appropriate,
5. a plan for the notification of students/parents regarding the shared contract and its implications, and
6. a plan for conflict resolution between the two (2) unit members involved in the shared contract or any other possible conflicts.

14.1.2.4.2 By March 1, the Superintendent will notify employees of acceptance or rejection of the proposed shared contract.

14.1.2.5 Other Conditions

14.1.2.5.1 Hours of employment for unit members in the shared contract/full year part-time position will be determined in accordance with Article 3.

- 14.1.2.5.2 Both participants will be responsible for attendance relating to professional duties and events such as, but not limited to, staff meetings, Educational Assessment Services meetings, School Appraisal Team meetings, back-to-school night, open house, inservice meetings, and parent conferences.
- 14.1.2.5.3 In the event of the absence of one of the two teachers involved the other will serve in the substitute capacity whenever possible; however, no trading of days will be allowed.

14.1.3 Shared Contract/One Semester

- 14.1.3.1 A shared contract/one semester position is one in which two (2) unit members agree to share one full time position by each working continuously full time for one semester of the school year.
- 14.1.3.2 A unit member, in order to participate in the shared contract/one semester position, must apply for a 50% uncompensated leave as provided in Article 6.

14.1.3.3 Compensation

- 14.1.3.3.1 Participants in the shared contract/one semester program shall receive fifty percent (50%) of his/her annual salary paid in five (5) equal monthly installments during the actual employment period.
- 14.1.3.3.2 Participants shall receive salary credit for one-half (1/2) year of service.
- 14.1.3.3.3 Participants shall receive full fringe benefits as listed in Article 8, Fringe Benefits, for six months. Participants shall be able to retain full fringe benefits for the entire year by paying premiums to the Marin County Office of Education during the non-employment period. Premiums must be received no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage due March 1.

14.1.3.4 Application Procedure

- 14.1.3.4.1 Written requests for participation in a shared contract/one semester position shall be submitted to the Superintendent by February 1 of the year preceding the shared contract. The written request must include:

1. a specific calendar,

2. a plan for communication with parents, aides, DIS staff, etc. where appropriate,
3. a plan for assessment and Individual Education Plan (I.E.P.) development for students if appropriate,
4. a plan for the development of specific strategies for monitoring and implementation of I.E.P.s if appropriate,
5. a plan for the notification of students/parents regarding the shared contract, or any other possible conflicts.
6. a plan for the transition between semesters which includes both unit members working together for three (3) days.

14.1.3.4.2 By March 1, the Superintendent will notify employees of acceptance or rejection of the proposed shared contract.

14.2 Part-Time Positions

14.2.1 General Provisions

14.2.1.1 Approval of requests for part-time service shall be at the sole discretion of the Superintendent.

14.2.1.2 Part-time service shall be defined as any position which is contracted with the County Office of Education for the full work year calendar, but which requires the unit member to serve less than the full number of hours or days as set forth in Article 3, Hours of Employment and Article 4, Work Year Calendar, of this contract.

14.2.1.3 Part-time service shall not result in more than one (1) unit member rendering the same service to either individual students or individual classes.

14.2.2 Compensation

14.2.2.1 Participants in the part-time position program shall receive the portion of his/her annual salary in proportion to the percentage of a full time position worked.

14.2.2.2 Unit members hired prior to March 10, 1993 working in part-time positions shall receive the fringe benefits listed in Article 8, Fringe Benefits, on the following schedule:

14.2.2.2.1 75% or more of a full-time position will receive full fringe benefits.

- 14.2.2.2.2 Less than 75% of a full-time position will receive that percentage of fringe benefits equivalent to the percentage of a full-time position worked. Example: 60% position = 60% of fringe benefits
- 14.2.2.2.3 Unit members receiving less than full fringe benefits are eligible to retain full fringe benefits by paying premiums to the Marin County Office of Education. Premiums will be deducted from the unit member's salary.
- 14.2.2.3 Unit members hired after March 10, 1993 working in part-time positions of 50% or more shall receive prorated benefits. Example: 80% position = 80% fringe benefits. Those who work less than 50% receive no fringe benefits but are eligible to purchase fringe benefits by paying premiums to the Marin County Office of Education. Premiums will be deducted from the unit member's salary.
- 14.2.2.4 Unit members in part-time positions shall receive retirement credit and sick leave credit in proportion to the percentage of a full-time position worked.
- 14.2.2.5 Salary step advancement will be given for any part-time position of 75% or more.
- 14.2.2.6 In part-time positions less than 75%, salary step advancement will occur when the accumulation of the % worked equals 75% or more, at which time the % for step advancement begins again at 0%.
- 14.2.2.7 Provisions of sick leave, extended disability leave, maternity disability, personal necessity, industrial accident/illness, bereavement and jury duty/subpoenaed witness leaves shall not be construed to apply to any unit members during any period when the employee would not normally be performing services for the Marin County Office of Education programs.
- 14.2.3 Application Procedures
 - 14.2.3.1 Written requests for positions of part-time service shall be submitted annually to the Superintendent by February 1 of the year preceding the part-time service.
 - 14.2.3.2 By March 1st, the Superintendent will notify unit members of the acceptance or rejection of the request for a part-time position.
- 14.2.4 Continuation in Part-Time Status or Return to Full-Time Status
 - 14.2.4.1 Continuation of part-time service will be at the sole discretion of the Superintendent.

14.2.4.2 Prior to February 1st, unit members wishing to continue in part-time service, for the following year, shall request such a continuance in writing.

14.2.4.3 Prior to February 1, unit members who have rights to a full-time position and who wish to return to a full-time position shall request such a return in writing.

14.2.4.4 The full-time position to which the unit member will return will be determined by the Superintendent.

14.2.5 Other Conditions

14.2.5.1 Hours of employment for unit members in part-time positions will be determined in accordance with Article 3, Hours of Employment.

14.2.5.2 Unit members in part-time positions may be responsible for a maximum of 50 hours of attendance relating to professional duties and events such as, but not limited to, staff meetings, School Appraisal Teams meetings, back-to-school night, open house, inservice meetings, and parent conferences. With reasonable notice by the Immediate Supervisor, such attendance may be required on days, and times, other than those when the unit member is regularly scheduled to work.

Revised 3/8/22 (formerly Article 15)

ARTICLE 15

CLASS SIZE AND CASELOAD

- 15.1 To support a mutual goal of providing a quality and supportive education for our students, the parties recognize the importance of considering class composition and severity of educational needs when determining class sizes and caseloads.
- 15.2 The MCOE will utilize the class size and caseload guidelines in Article 15.3 for the purpose of establishing, monitoring and/or evaluating educational programming services.
 - 15.2.1 The Staffing Guidelines and Ratios provide approximate guidelines.
 - 15.2.1.1 Class size enrollment and staffing needs vary by classroom and may fall outside the guidelines depending on the unique needs of the classroom, such as but not limited to student attendance, service(s), accommodation(s), and modification(s) specified in each student’s IEP or educational plan.
 - 15.2.1.2 Itinerant and DIS caseloads may vary and may fall outside of the guidelines depending on the unique needs of the students, such as but not limited to geographic location(s), service(s), accommodation(s), and modification(s) specified in each student’s IEP or educational plan, unless otherwise restricted by state education code as noted below.
- 15.3 Class Size and Caseload Guidelines

AUTISM PROGRAMS

Age Band	Class Size Guidelines
Early Intervention	8
Elementary	8
Middle School	9
High School	10
Post-Secondary	10

MODERATE EDUCATIONAL NEEDS/SKILLS DEVELOPMENT ACADEMY (SDA) PROGRAMS

Age Band	Class Size Guidelines
Elementary	9
Middle School	10
High School	10
Post-Secondary	14

SEVERE EDUCATIONAL NEEDS PROGRAMS

Age Band	Class Size Guidelines
Early Intervention	8
Elementary	8
Middle School	8
High School	9
Post-Secondary	10

SOCIAL, EMOTIONAL, BEHAVIORAL PROGRAMS/COMPASS

Age Band	Class Size Guidelines
Elementary	8
Middle School	10
High School	10

EARLY INTERVENTION: MILD/MODERATE EDUCATIONAL PROGRAMS

Class	Class Size Guidelines
Non-Severe SDC	10

ALTERNATIVE EDUCATION PROGRAMS

Grade Level Band	Class Size Guidelines
7 th – 8 th Grades	20
9 th – 12 th Grades	25

ITINERANT AND DIS SERVICES

Designated Instructional Services (DIS) unit members and Program Managers will work collaboratively to develop specific caseloads using the following caseload guidelines.

<u>Program</u>	<u>Caseload Guidelines</u>
Resource Specialist Program	Caseloads of resource specialists shall be developed considering all factors outlined in Article 15.2.1, and no resource specialist shall have a caseload which exceeds 28 pupils, pursuant to Education Code 56362(c). This guideline also applies to Early Intervention Non-Intensive classes.
Speech and Language Grades TK – 12+	Caseloads of full-time speech and language pathologists shall be developed considering all factors outlined in Article 15.2.1 and Article 15.8.1, and no speech and language pathologist caseload shall exceed an average of 55 students, unless prior written approval has been provided by the unit member,

pursuant to California Code of Regulations (CCR) § 3051.1.

Speech and Language Early Intervention

Caseloads of full-time speech and language pathologists shall be developed considering all factors outlined in Article 15.2.1 and Article 15.8.1 and no speech and language pathologist caseload shall exceed 40 students, pursuant to Education Code 56441.7.

Deaf and Hard of Hearing

Caseloads of full-time DHH teachers shall follow a guideline of 1500 minutes of student services weekly according to all factors in Article 15.2.1 and Article 15.8.1.

Visual Impairment and Orientation & Mobility

Caseloads of full-time TVI/O&M shall follow a guideline of 1500 minutes of student services weekly according to all factors in Article 15.2.1 and Article 15.8.1.

15.4 The immediate supervisor or program administrator shall annually inform all members of the Class Size Review Process and Caseload Review Process as outlined in Article 15.

15.5 A unit member shall discuss a concern of class size with their immediate supervisor prior to initiating the Class Size Review Process in section 15.6. The supervisor will make every effort to address and resolve the concern.

15.6 CLASS SIZE REVIEW PROCESS

15.6.1 If the unit member perceives that the class size is too large, the unit member shall describe the problem on the Class Size Form (Appendix C) and present the form to the immediate supervisor.

15.6.2 The immediate supervisor shall state their recommendations and rationale in writing on the Class Size Form (Appendix C).

15.6.2.1 If unable to resolve the situation with the immediate supervisor, the unit member may request, on the Class Size Form (Appendix C), a review by the Assistant Superintendent or designee, stating the reasons for disagreeing with the recommendation of the immediate supervisor.

15.6.2.2 As soon as practical and no later than twenty (20) teaching days (a day when students and the unit member are present), the Assistant Superintendent or designee will visit and/or evaluate the classroom in question as well as other classrooms with similar student groupings. They will meet with the classroom teacher and immediate supervisor to review the specific class size. The Assistant Superintendent or designee will state their recommendation and rationale on the Class Size Form (Appendix C), which may include referring student(s) to the IEP team for consideration of alternative placement options.

15.6.2.3 If still not resolved, unit members may appeal under 15.6.3

15.6.3 APPEAL PROCESS

If unable to resolve the situation satisfactorily the unit member may request a review by a committee composed of no more than three (3) MCOE Administrators appointed by the Superintendent or designee, and no more than three (3) special education unit members appointed by the Association President or designee.

15.6.3.1 The committee shall have equal representation from both parties.

15.6.3.2 A school district special education administrator and the Association President or designee may serve in an advisory role in the appeal process.

15.6.3.3 The committee shall meet as soon as practical and no later than twenty (20) days.

15.6.3.4 Committee members shall each hold one vote, and the committee's resolution will be final. In the event of a tie vote, the decision of the voting members of the administration shall prevail.

15.7 A DIS unit member shall discuss a concern of caseload with their immediate supervisor prior to initiating the Caseload Review Process in section 15.8. The supervisor will make every effort to address and resolve the concern.

15.8 CASELOAD REVIEW PROCESS

15.8.1 If a DIS unit member is not in agreement with their caseload, a DIS unit member may notify the immediate supervisor that DIS caseloads require further review. Upon notification, the immediate supervisor or program administrator shall convene a review process as soon as practical and no later than twenty (20) workdays (a contract workday for the unit member), consisting of the immediate supervisor and any affected DIS member(s). The review process shall consider relevant factors including but not limited to:

- Assigned sites: geographic location, travel time, frequency of need to be physically on site
- Service minutes
- Severity of individual student needs
- Time required for specialized care
- Impact of intensive curricular, assessment or methodological demands
- Number of IEP/IFSP/Triennials per student

- Consult versus direct service
- Number of or amount of time spent on referrals/assessments
- Number of or amount of time spent on consultations, involving coordination of services with other professionals and service providers
- Substitute availability
- Scheduling demands
- Equipment management

15.8.1.1 If agreement is reached that a caseload needs adjustment, Resolution Steps 1 through 4 shall be considered with at least one step implemented:

Resolution Steps (taken in order)

1. Realignment of existing caseloads
2. Provide additional supports
3. Increase DIS FTE
 - a. If required, initiate request through Advisory Steering Committee (ASC)
4. Pause on accepting new referrals into the impacted program

15.8.1.2 If not resolved, the DIS unit member may appeal under 15.8.2.

15.8.2 APPEAL PROCESS

If a) there is not agreement that the caseload needs adjustment (in 15.8.1); or b) the resolution is not satisfactory to the unit member (in 15.8.1.1); then the unit member may request a review by a committee that is composed of no more than three (3) MCOE Administrators appointed by the Superintendent or designee, and no more than three (3) DIS unit members appointed by the Association President or designee.

15.8.2.1 The committee shall have equal representation from both parties.

15.8.2.2 A school district special education administrator and the Association President or designee may serve in an advisory role in the appeal process.

15.8.2.3 The committee shall meet as soon as practical and no later than twenty (20) days.

15.8.2.4 Committee members shall each hold one vote, and the committee's resolution will be final. In the event of a tie vote, the decision of the voting members of the administration shall prevail.

Revised 3/8/22 (formerly Article 16) (15.1, 15.2), Added (15.3 – 15.8)

ARTICLE 16

ASSOCIATION RELEASE DAYS

- 16.1 A total of ten (10) days of release time shall be provided to the Association President or his/her designee to conduct Association business with the following conditions:
 - 16.1.1 Scheduling of days will be by mutual agreement between the Superintendent or his/her designee and the Association President.
 - 16.1.2 The Association shall reimburse the Marin County Office of Education for the cost of substitute personnel.

Revised 3/8/22 (formerly Article 17)

ARTICLE 17

HEALTH AND SAFETY

- 17.1 The Superintendent/Governing Board shall comply with all applicable State and Federal safety regulations as they relate to the health and safety of unit members.

Revised 3/8/22 (formerly Article 18)

ARTICLE 18

EVALUATION

18.1 POLICY

18.1.1 The Superintendent or his/her designee has the sole authority to evaluate unit members subject to the procedures hereto agreed upon in this article and in Appendix D Evaluation Forms.

18.1.2 Only the procedures of this **ARTICLE** shall be subject to the provisions of **ARTICLE 7: GRIEVANCE PROCEDURE** of this contract. The evaluation of the Superintendent or his/her designee shall be final. A unit member shall have the right to initiate a written response or reaction to the evaluation. This response shall become a permanent attachment to the unit member's personnel file.

18.1.3 Temporary, probationary and categorical unit members shall be evaluated each school year. Unit members with permanent status will be evaluated every other school year. Unit members who have been employed by the Marin County Office of Education for at least ten (10) years and who have permanent status will be evaluated every five (5) years on the following basis:

1. Are "highly qualified" if serving in a position required to be filled by a "highly qualified" unit member ("highly qualified" as defined in 20 U.S.C. Sec. 6301, et seq.)
2. Whose previous evaluation rated the unit member as meeting or exceeding standards.

The unit member or Superintendent or his/her designee may withdraw agreement for the every five-year evaluation at any time.

Regional Occupational Program (ROP) unit members will be evaluated on an annual basis for the first two years of employment and then every other year. ROP unit members with unsatisfactory overall performance will be evaluated each school year until a satisfactory overall rating is achieved.

18.1.4 Unit members with unsatisfactory overall performance will be evaluated each school year until a satisfactory overall rating is achieved.

18.1.5 Nothing in this article shall limit the ability of the Superintendent or his/her designee from notifying permanent unit members that they will be evaluated in the subsequent year.

18.2 PROCEDURES

18.2.1 Unit members will be notified by October 1st of each school year if they are to be evaluated that year.

- 18.2.2 Evaluator and evaluate will participate in an Evaluation Planning Conference by November 1st.
- 18.2.3 Prior to the Planning Conference, unit members shall receive all necessary evaluation materials, including Evaluation Process and Procedures, Evaluation Plan form, Observation Report form, Summative Evaluation Report form, California Standards for the Teaching Profession, and CSTP annotated Job Description.
- 18.2.4 The Planning Conference shall be held before the first formal observation. At this Planning Conference the unit member and evaluator shall:
1. Review the Evaluation Process and Procedures;
 2. Review the criteria upon which the evaluation is based, and identify 2 standards for emphasis during the evaluation year. The selection of 2 standards for emphasis does not preclude the observation or evaluation of any other standards by the evaluator. Additionally, a professional development goal will be mutually agreed upon during each evaluation year.
 3. Develop the evaluation plan on the Evaluation Plan form.
- 18.2.5 Two formal observations shall be scheduled with the unit member. Additional observations may be scheduled to address identified areas of concern or unacceptable performance.
1. Prior to each formal observation the evaluator will meet with the unit member at a Pre-Observation Conference to discuss the objective(s) of the activity(ies) to be observed and within the context of the identified standards. The Pre-Observation conference will be scheduled as close to the formal observation as is practicable.
 2. Following each formal observation the evaluator and unit member will meet at a Post-Observation Conference to discuss the observation.
 3. Evaluator shall prepare a written report on the Observation Report form and provide a copy to the unit member within 15 work days of the formal observation.
- 18.2.6 The sources for evaluating performance may include, but are not limited to the following:
- Observations (scheduled and unscheduled)
 - Conferences
 - Review of student files
 - Review of employee written materials

Review of personnel file

Input from the employee being evaluated

Input received/requested from other sources

(All sources will be directly relevant to the evaluation of the unit member's job performance during the course of the evaluation year. Documentation of the evaluation sources will be included and shared with the unit member prior to the Summative Evaluation Report.)

18.2.7 Informal observations may be utilized to gather additional evaluation information which shall be shared with unit member prior to the Summative Evaluation Report.

18.2.8 The evaluator shall provide the unit member with a written Summative Evaluation Report not later than 30 days before the last school day scheduled on the adopted calendar. This report will summarize the information collected during the implementation of the evaluation plan. Before the last day of student attendance, the evaluator shall meet with the unit member to discuss the summative evaluation.

Revised 7/14/09

Revised 3/8/22 (formerly Article 19)

ARTICLE 19

SAVINGS

- 19.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Revised 3/8/22 (formerly Article 20)

ARTICLE 20

TERM

- 20.1 The term of this Agreement shall be from July 1, 2021 to and including June 30, 2024.
- 20.2 This Agreement completes bargaining for the 2021-2022 and 2022-2023 school years. All modifications in this agreement will be included into the Collective Bargaining Agreement, and other provisions of the Collective Bargaining Agreement will remain in effect.
- 20.2.1 This Agreement may be reopened for bargaining the 2023-2024 school year regarding Article 8 Fringe Benefits.

Revised 8/12/03 (20.1, 20.2, 20.3) 3/8/05 (20.1, 20.2)

Revised 3/14/06, 6/12/07 (20.1, 20.2)

Revised 12/11/07 (20.1) (21.1, 21.2)

Revised 7/14/09, 10/12/10, 11/8/11, 6/12/12, 6/11/13, 8/12/14, 7/7/15 (21.1; 21.2)

Revised 7/5/18 (21.1, 21.2)

Revised 3/8/22 (formerly Article 21) (20.1, 20.2)

**MARIN COUNTY OFFICE OF EDUCATION
TEACHERS' SALARY SCHEDULE
2021 – 2022
EFFECTIVE JULY 1, 2021
TRAINING LEVEL CLASS**

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	54,693	59,615	64,538	68,913	72,742	76,570
2	59,068	63,991	68,913	73,289	77,117	80,946
3	63,444	68,366	73,289	77,664	81,493	85,321
4	67,819	72,742	77,664	82,040	85,868	89,697
5	71,101	76,023	80,946	85,321	89,150	92,978
6	74,382	79,305	84,227	88,603	92,431	96,260
7	77,664	82,586	87,509	91,884	95,713	99,541
8	80,946	85,868	90,790	95,166	98,994	102,823
9	83,133	88,056	92,978	97,354	101,182	105,011
10	85,321	90,243	95,166	99,541	103,370	107,198
11	87,509	92,431	97,354	101,729	105,557	109,386
12	89,697	94,619	99,541	103,917	107,745	111,574
13	--	--	--	106,104	109,933	113,761

Article 9 of the Collective Bargaining Contract/Agreement specifies initial placement and advancement on the salary schedule.

SALARY COMPUTATION: The unit member's salary schedule is based upon the decimal matrix printed below. A unit member's annual salary is determined by multiplying the decimal appearing in their appropriate placement on the matrix by the dollar amount in Column 1, Step 1.

EXAMPLE: A unit member's appropriate placement is Column VI, Step 10.

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$54,693

$$\text{\$54,693} \times 1.96 = \text{\$107,198} \text{ annual salary}$$

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	1.00	1.09	1.18	1.26	1.33	1.40
2	1.08	1.17	1.26	1.34	1.41	1.48
3	1.16	1.25	1.34	1.42	1.49	1.56
4	1.24	1.33	1.42	1.50	1.57	1.64
5	1.30	1.39	1.48	1.56	1.63	1.70
6	1.36	1.45	1.54	1.62	1.69	1.76
7	1.42	1.51	1.60	1.68	1.75	1.82
8	1.48	1.57	1.66	1.74	1.81	1.88
9	1.52	1.61	1.70	1.78	1.85	1.92
10	1.56	1.65	1.74	1.82	1.89	1.96
11	1.60	1.69	1.78	1.86	1.93	2.00
12	1.64	1.73	1.82	1.90	1.97	2.04
13	--	--	--	1.94	2.01	2.08

**MARIN COUNTY OFFICE OF EDUCATION
TEACHERS' SALARY SCHEDULE
2022 – 2023
EFFECTIVE JULY 1, 2022
TRAINING LEVEL CLASS**

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	56,334	61,404	66,474	70,981	74,924	78,868
2	60,841	65,911	70,981	75,488	79,431	83,374
3	65,347	70,418	75,488	79,994	83,938	87,881
4	69,854	74,924	79,994	84,501	88,444	92,388
5	73,234	78,304	83,374	87,881	91,824	95,768
6	76,614	81,684	86,754	91,261	95,204	99,148
7	79,994	85,064	90,134	94,641	98,585	102,528
8	83,374	88,444	93,514	98,021	101,965	105,908
9	85,628	90,698	95,768	100,275	104,218	108,161
10	87,881	92,951	98,021	102,528	106,471	110,415
11	90,134	95,204	100,275	104,781	108,725	112,668
12	92,388	97,458	102,528	107,035	110,978	114,921
13	--	--	--	109,288	113,231	117,175

Article 9 of the Collective Bargaining Contract/Agreement specifies initial placement and advancement on the salary schedule.

SALARY COMPUTATION: The unit member's salary schedule is based upon the decimal matrix printed below. A unit member's annual salary is determined by multiplying the decimal appearing in their appropriate placement on the matrix by the dollar amount in Column 1, Step 1.

EXAMPLE: A unit member's appropriate placement is Column VI, Step 10.

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$56,334

$$\text{\$56,334} \times 1.96 = \text{\$110,415} \text{ annual salary}$$

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	1.00	1.09	1.18	1.26	1.33	1.40
2	1.08	1.17	1.26	1.34	1.41	1.48
3	1.16	1.25	1.34	1.42	1.49	1.56
4	1.24	1.33	1.42	1.50	1.57	1.64
5	1.30	1.39	1.48	1.56	1.63	1.70
6	1.36	1.45	1.54	1.62	1.69	1.76
7	1.42	1.51	1.60	1.68	1.75	1.82
8	1.48	1.57	1.66	1.74	1.81	1.88
9	1.52	1.61	1.70	1.78	1.85	1.92
10	1.56	1.65	1.74	1.82	1.89	1.96
11	1.60	1.69	1.78	1.86	1.93	2.00
12	1.64	1.73	1.82	1.90	1.97	2.04
13	--	--	--	1.94	2.01	2.08

**MARIN COUNTY OFFICE OF EDUCATION
TEACHERS' SALARY SCHEDULE
2023 – 2024
EFFECTIVE JULY 1, 2023
TRAINING LEVEL CLASS**

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	58,024	63,246	68,468	73,110	77,172	81,234
2	62,666	67,888	73,110	77,752	81,814	85,876
3	67,308	72,530	77,752	82,394	86,456	90,517
4	71,950	77,172	82,394	87,036	91,098	95,159
5	75,431	80,653	85,876	90,517	94,579	98,641
6	78,913	84,135	89,357	93,999	98,061	102,122
7	82,394	87,616	92,838	97,480	101,542	105,604
8	85,876	91,098	96,320	100,962	105,023	109,085
9	88,196	93,419	98,641	103,283	107,344	111,406
10	90,517	95,740	100,962	105,604	109,665	113,727
11	92,838	98,061	103,283	107,925	111,986	116,048
12	95,159	100,382	105,604	110,246	114,307	118,369
13	--	--	--	112,567	116,628	120,690

Article 9 of the Collective Bargaining Contract/Agreement specifies initial placement and advancement on the salary schedule.

SALARY COMPUTATION: The unit member's salary schedule is based upon the decimal matrix printed below. A unit member's annual salary is determined by multiplying the decimal appearing in their appropriate placement on the matrix by the dollar amount in Column 1, Step 1.

EXAMPLE: A unit member's appropriate placement is Column VI, Step 10.

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$58,024

$$\text{\$58,024} \times 1.96 = \text{\$113,727} \text{ annual salary}$$

STEP	I A.B.	II A.B. + 15	III A.B. + 30	IV M.A. or A.B. + 45	V M.A. + 15 or A.B. + 60	VI M.A. + 30 or A.B. + 75
1	1.00	1.09	1.18	1.26	1.33	1.40
2	1.08	1.17	1.26	1.34	1.41	1.48
3	1.16	1.25	1.34	1.42	1.49	1.56
4	1.24	1.33	1.42	1.50	1.57	1.64
5	1.30	1.39	1.48	1.56	1.63	1.70
6	1.36	1.45	1.54	1.62	1.69	1.76
7	1.42	1.51	1.60	1.68	1.75	1.82
8	1.48	1.57	1.66	1.74	1.81	1.88
9	1.52	1.61	1.70	1.78	1.85	1.92
10	1.56	1.65	1.74	1.82	1.89	1.96
11	1.60	1.69	1.78	1.86	1.93	2.00
12	1.64	1.73	1.82	1.90	1.97	2.04
13	--	--	--	1.94	2.01	2.08

TRANSFER REQUEST

Appendix A

NAME: _____

ADDRESS NOTICE TO BE SENT TO: _____

PHONE: _____

PRESENT LOCATION: _____

PRESENT POSITION: _____

HOURS NOW: _____ HOURS WANTED: _____

I hereby request a transfer to the following:

First Choice: Position: _____ located at: _____

Second Choice: Position: _____ located at: _____

Third Choice: Position: _____ located at: _____

I request a transfer ___ during this school year ___ at the beginning of the next school year.

I hold the following valid California teaching credentials:

Comments and other information: _____

Signature: _____ Date: _____

CERTIFICATED EMPLOYEE GRIEVANCE FORM

Grievant's Name: _____

Address: _____

City: _____ Zip: _____

I want this grievance processed with/without (cross out one) the assistance of the Marin County Educators Association (CTA/NEA). Please note the grievance cannot be submitted to arbitration without the agreement of the Association.

Date cause of grievance occurred: _____

Date grievance informally presented to supervisor: _____

Section(s) of Contract alleged to have been violated: _____

Step 1

Statement of alleged violation of Contract: _____

Specific relief requested: _____

Grievant's Signature: _____ Date: _____

Received by immediate Supervisor

Signature: _____ Date: _____

Supervisor's response: _____

Supervisor's Signature: _____ Date: _____

Received by Grievant

Signature: _____ Date: _____

Grievant's appeal to Superintendent: _____

Grievant's Signature: _____ Date: _____

Received by Superintendent/Designee

Signature: _____ Date: _____

Superintendent's Response: _____

Superintendent/Designee Signature: _____ Date: _____

Received by Grievant

Signature: _____ Date: _____

Step 3

Arbitration Initiated by the Association

I hereby request the Association submit this grievance to Arbitration.

Grievant's Signature: _____ Date: _____

We hereby request that this grievance be submitted to Arbitration.

Association Signature: _____ Date: _____

Name of Association Representative: _____

Phone: _____

Name of Arbitrator: _____

Date Selected: _____

Superintendent/Designee Signature: _____

Association/Designee Signature: _____

Date of Arbitrator's Report Received: _____

We hereby notify the Grievant we intend to conduct a review of this grievance on:

Date

Marin County Board of Education

By: _____

Date: _____

Arbitrator's decision upheld/overturned (cross out one).

Article 15
CLASS SIZE FORM

Name of Unit Member: _____ Date: _____

Program: _____

Name of Immediate Supervisor: _____

Location of class(es): _____ Phone: _____

Type of class(es): _____

Number of students in class(es)/caseload: _____

LEVEL I

Describe how the class size/caseload creates a problem (to be completed by unit member):

Summarize the efforts made to resolve the class size/caseload (to be completed by unit member):

Form available from Personnel Office

Recommendation and rationale of immediate supervisor (to be completed by immediate supervisor):

Immediate Supervisor

Date

LEVEL II

I request a review by the Designee of the Assistant Superintendent (Special Education)/(Education Services) as described in Article 15 and disagree with the recommendation of my immediate supervisor for the following reasons:

Unit Member

Date

Recommendation and rationale of Assistant Superintendent Designee (Special Education)/(Education Services):

Designee (Special Education)
Designee (Education Services)

Date

LEVEL III

I request a review by the Assistant Superintendent (Special Education)/(Education Services) and disagree with the recommendations of the Designee (Special Education)/Designee (Education Services) for the following reasons:

Unit Member

Date

Final Decision of Assistant Superintendent (Special Education)/(Education Services):

Assistant Superintendent
(Special Education)/(Education Services)

Date



CERTIFICATED EVALUATION PLAN FOR SCHOOL YEAR

EVALUATEE:

EVALUATOR:

YEAR LAST EVALUATED:

ASSIGNMENT:

LOCATION:

YEARS IN POSITION: Choose an item.

- Reviewed California Standards for the Teaching Profession (CSTP)
- Select 2 Standards for emphasis for evaluation year: 1 2 3 4 5 6 7
- Reviewed Evaluation documents, including Classroom observation form(s)
- Reviewed applicable Job Description (CSTP annotated): ROP AltEd SDC
 RSP DIS Nurse

SCHEDULE:

1ST Observation/ Conference setting:

Date: Click or tap to enter a date.

2nd Observation/ Conference setting:

Date: Click or tap to enter a date.

(Evaluator and evaluatee will agree to specific dates of observation at a later time, if not identified at planning conference.)

PROFESSIONAL DEVELOPMENT GOAL:

Evaluatee will complete the following goal for the evaluation year related to CSTP Standard 6: Developing as a Professional Educator:

Evidence of completion of goal:

EVALUATION SOURCES:

The sources for evaluating employee performance may include, but are not limited to the following:

- Observations (scheduled / unscheduled)
- Conferences
- Review of student files
- Review of employee written materials
- Review of personnel file
- Evaluatee input
- Input received / requested from related sources relevant to work duties

(All sources will be directly relevant to the evaluation of the evaluatee job performance during the course of the evaluation year. Documentation of evaluation sources will be included and shared with the employee prior to the Summative Evaluation Report.)

ADDITIONAL EVALUATION COMPONENTS:

- Identified areas needing improvement from previous year are attached.
- Improvement Plan is attached.

EVALUATOR: _____ **DATE:** Click or tap to enter a date.

I certify that we have met, discussed the evaluation criteria, methods, schedule, goals, and additional evaluation components.

I have attached comments.

EVALUATEE: _____ **DATE:** Click or tap to enter a date.



Certificated Observation/Conference Form

Employee:

Evaluator:

Date: Click or tap to enter a date.

Observation / Conference notes:

Rating: **Exceeds Standard** rating demonstrates performance that exceeds the standard.

Satisfactory rating demonstrates acceptable performance.

Area of Concern rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the evaluator.

Does not Meet Standard rating demonstrates unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the evaluator.

1	Engaging and Supporting All Students in Learning	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
1.1	Using knowledge of students to engage them in learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Connecting subject matter to meaningful, real-life contexts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Promoting critical thinking through inquiry, problem solving, and reflection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6	Monitoring student learning and adjusting instruction while teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

2	Creating & Maintaining Effective Environments for Student Learning	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Developing, communicating, and maintaining high standards for individual and group behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7	Using instructional time to optimize learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

3	Understanding and Organizing Subject Matter for Student Learning	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Organizing curriculum to facilitate student understanding of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4	Utilizing instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5	Addressing the needs of English learners and students with special needs to provide equitable access to the content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

4	Planning Instruction & Designing Learning Experiences for all Students	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

5	Assessing Students for Learning	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Reviewing data, both individually and with colleagues, to monitor student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Involving all students in self-assessment, goal setting, and monitoring progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Using assessment information to share timely and comprehensible feedback with students and their families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

6	Developing as a Professional Educator	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
6.1	Reflecting on teaching practice in support of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Working with families to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.5	Engaging local communities in support of the instructional program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.6	Managing professional responsibilities to maintain motivation and commitment to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.7	Demonstrating professional responsibility, integrity, and ethical conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

7	Other Areas	Exceeds Standards	Satisfactory	Area of Concern	Does not Meet Standard
7.1	Maintaining student confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Observes specific state and local reporting requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3	Maintains appropriate school records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.4	Observes legal timelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Evaluator: _____ **Date:** Click or tap to enter a date.

This report has been discussed with me in conference with the Evaluator. I understand my signature does not necessarily indicate agreement.

A check in this box indicates that I have attached comments.

Evaluatee: _____ **Date:** Click or tap to enter a date.



CERTIFICATED SUMMATIVE EVALUATION REPORT

Employee: _____

Evaluator: _____

Assignment: _____

School Year _____

Employment Status: Select a Status

Date of Report: Click or tap to enter a date.

Date of Summative Conference: Click or tap to enter a date.

I. AREAS OF EVALUATION:

	Area of Emphasis	Unsatisfactory	Satisfactory
1. Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Creating & Maintaining Effective environments for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Understanding and Organizing subject matter for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Planning instruction & Designing learning experiences for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Assessing student for learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Developing as a Professional Educator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Evidence of Professional Development Goal Submitted			
7. Other Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. COMMENDATIONS:

III. AREAS OF UNSATISFACTORY PERFORMANCE:

(Improvement plan required if an area is checked unsatisfactory.)

IV. IMPROVEMENT PLAN:

Attached Improvement Plan (Shall include improvement, suggestions, and directions, as well as identification of management support that will be provided.)

V. OVERALL EVALUATION

Unsatisfactory **Satisfactory**

Evaluator: _____

Date: Click or tap to enter a date.

This report has been discussed with me in conference with the Evaluator. I understand my signature does not necessarily indicate agreement.

I have attached comments

I AGREE

I DISAGREE

Evaluatee: _____

Date: Click or tap to enter a date.