



AGREEMENT
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
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Walker Creek Ranch Unit



2021-2022

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ARTICLE 1

AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Marin County Superintendent of Schools/Marin County Board of Education (“Superintendent/Governing Board”) and the California School Employees Association/Marin County Office of Education, (“Association”) Walker Creek Ranch Unit.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code (“Act”).

ARTICLE 2

RECOGNITION

- 2.1 The Superintendent/Governing Board recognizes the Association as the exclusive representative for employees in the designated classified unit of the Walker Creek Ranch.
- 2.2 The designated classified unit consists of classified employees excluding: any position designated management/confidential, bus drivers, substitutes, employed on a day-to-day hourly basis to replace absent employees and who work less than seventy-five percent (75%) of the regular school year or limited term employees.
- 2.3 All newly created positions except certificated, management, confidential or supervisory positions shall be assigned by the Superintendent to the appropriate bargaining unit.

ARTICLE 3

ORGANIZATIONAL SECURITY

3.1 Organizational Security

- 3.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 3.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 3.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 3.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying services fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- a. The Marin Chapter of The United Way
 - b. Marin Abused Women Services (MAWS)
 - c. Make a Wish Foundation
- 3.1.5 Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemptions from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made.

3.2 Dues and Service Fee Deductions

- 3.2.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
- 3.2.2 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- 3.2.3. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of the employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA.
- 3.2.4. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 3.2.5 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA. In such event, the employer will not deduct the service fee from the employee's salary.
- 3.2.6 The employer shall immediately notify the CSEA chapter treasurer if any employee in the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.
- 3.2.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.
- 3.2.8 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

3.3 Hold Harmless

- 3.3.1 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
- 3.3.2 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.
- 3.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.3.4 No part of this article shall be subject to a grievance by a unit member pursuant to **ARTICLE 13: GRIEVANCE PROCEDURE** of this Agreement.

Revised 4/10/01 (3.1)

ARTICLE 4

NEGOTIATING PROCEDURES

4.1 Proposals and Meetings:

- 4.1.1 The Association shall present its annual proposal to the Superintendent/Governing Board no later than July 1, 2007 and March 1, 2008.
- 4.1.2 The Superintendent/Governing Board shall adopt its initial proposals no later than August 30, 2007 and April 15, 2008.
- 4.1.3 Negotiations shall take place at mutually agreeable times and places.
- 4.1.4 Consultants may be present and participate at the direction of the Association or the Superintendent/Governing Board representative.
- 4.1.5 Caucuses may be called during the negotiation sessions at the request of the chief spokesperson of the Association or the chief spokesperson of the Superintendent/Governing Board.
- 4.1.6 All supporting material used during negotiating sessions shall be prepared by the presenting party in sufficient copies for all representatives of each party.

4.2 Agreement:

- 4.2.1 Agreement reached on agenda items shall be initialed or signed by representatives of the Association and the Superintendent/Governing Board. However, each agreement reached shall be tentative until agreement can be reached finally on all of the proposal and subjects which have been submitted.
- 4.2.2 A binding, bilateral contract shall be signed by representatives of the Association and of the Superintendent/Governing Board covering those matters within the scope of negotiations that have been mutually agreed upon, when ratified by the members of the bargaining unit and adopted by the Superintendent/Governing Board.

4.3 Release Time:

- 4.3.1 The Superintendent/Governing Board will provide a maximum of one hundred (100) hours of release time per school year (July 1 - June 30).
- 4.3.2 Such release time shall be used by Association representatives for table talk, negotiation sessions, and other Association business.
- 4.3.3 Release time shall be paid time or time in paid status for any time outside normal work hours. All release time will be paid at the regular hourly rate and not subject to overtime or other provisions of Article 6, Hours of Employment.

4.4 Distribution of Contract

- 4.4.1 After the ratification of this contract, the Superintendent/Governing Board shall print or duplicate and provide without charge, copies of this contract to the Association for distribution to every employee in the bargaining unit.
- 4.4.2 In addition, the Association shall receive, without charge, sufficient copies of the contract to distribute to new employees who are members of the unit.
- 4.4.3 The Association and each employee in the bargaining unit shall be provided by the Superintendent/Governing Board, without charge, with a copy of any written changes agreed to by the parties to this agreement during the life of this agreement.

Revised 5/12/98 (4.1.1)

Revised 4/17/07 (4.1.1; 4.1.2; 4.3.1)

ARTICLE 5

SALARIES AND FRINGE BENEFITS

- 5.1 The salary schedule for 2021-2022 shall be set forth in Appendix A. This represents a 3% increase effective on July 6, 2021 and retroactive to July 1, 2021.

Effective July 1, 2013 permanent and probationary ranch employees are eligible for fringe benefits if they work .66 FTE or more.

- 5.2 Less than .66 employees will receive pro-rated benefits.
Example: For a .60 FTE, 91% benefits would be paid by MCOE and the employee would pay 9%.

- 5.3 The Superintendent/Governing Board will provide medical/dental/vision/life insurance in an amount not to exceed \$954.00 per .66 FTE or more employee, effective October 1, 2021. The actual amount of coverage is dependent upon the coverage selected by the employee. With the exception of dental coverage, it is understood that members of the bargaining unit shall request only that coverage actually needed.

Effective October 1, 2004, employees will no longer receive a maximum of \$30 per month not subject to proration with the following exception: Only between October 1, 2004 and September 30, 2005, only those full time employees who must pay a share of premium costs, will continue to receive a maximum of \$30.00 per employee per month, not subject to proration. For example: an employee who owes up to \$30.00 would owe nothing. An employee who owes more than \$30.00 would have that amount reduced by \$30.00.

Employees working full-time and who are able to certify that they have comparable health coverage through another source shall receive \$100 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. The waiver and certification will be placed in the employee's personnel file. Each employee who is participating understands that the \$100 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.

Employees 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 April 1, 2005, there will be no compensation in lieu of benefits for unit members hired after April 1, 2005. Only employees receiving cash-in-lieu of benefits as of March 31, 2005 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.

5.4 State Disability Insurance Benefits

5.4.1 The State Disability Insurance (SDI) program will be made available for all CSEA unit members, in accordance with State Disability Insurance regulations.

5.4.2 State Disability Insurance premiums shall be paid by the employee.

5.5 The Superintendent/Governing Board will provide the IRS 125 Plan for Walker Creek Ranch employees to be effective on or before October 1, 1992.

5.6 Effective on and retroactive to July 1, 2015, the following additional steps* will be added to career service increments based on date of hire as follows:

\$80 per month beginning the sixth (6th) year of service and increasing to
\$90 per month, beginning the seventh (7th) year of service and increasing to
\$100 per month beginning the eighth (8th) year of service and increasing to
\$110 per month beginning the ninth (9th) year of service and increasing to
\$120 per month beginning the tenth (10th) year of service and increasing to
\$130 per month, beginning the eleventh (11th) year of service and increasing to
\$140 per month, beginning the twelfth (12th) year of service and increasing to
\$150 per month, beginning the thirteenth (13th) year of service and increasing to
\$160 per month, beginning the fourteenth (14th) year of service and increasing to
\$170 per month beginning the fifteenth (15th) year of service and increasing to
\$180 per month, beginning the sixteenth (16th) year of service and increasing to
\$190 per month, beginning the seventeenth (17th) year of service and increasing to
\$200 per month beginning the eighteenth (18th) year of service and increasing to
\$210 per month, beginning the nineteenth (19th) year of service and increasing to
\$240 per month beginning the twentieth (20th) year of service and increasing to
\$250 per month, beginning the twenty-first (21st) year of service and increasing to
*\$260 per month beginning the twenty-second (22nd) year of service and increasing to
\$270 per month beginning the twenty-third (23rd) year of service and increasing to
\$280 per month beginning the twenty-fourth (24th) year of service and increasing to
\$290 per month beginning the twenty-fifth (25th) year of service and increasing to
\$300 per month beginning the twenty-sixth (26th) year of service.

An employee will receive only one career service increment. Employees who work less than full time will receive a prorated amount.

5.7 When permanent employees work in extra hire positions they shall retain their current step at the appropriate pay grade for the classification in which they are working.

Revised: 5/12/98, 4/11/00, 4/10/01, 6/25/03, 4/19/05, 11/8/05 (5.1, 5.4) (5.1; 5.3; 5.4)
(5.1;5.3;5.4) (5.1;5.2;5.3) (5.1)

Revised: 3/14/06; 12/8/09, 9/24/10, 2/10/15 (5.1)

Revised: 4/17/07; 12/11/07; 11/8/11; 6/12/12 (5.1; 5.3)

Revised: 6/11/13 (5.1, 5.2, 5.3)

Revised: 5/12/98, 6/25/03, 4/19/05 (5.7) (5.3)

Revised: 12/11/07, 2/10/15 (5.6)

Revised: 2/10/15 (5.7)

Revised: 9/8/15 (5.1) (5.6)

Revised: 7/6/21 (5.1) (5.3)

ARTICLE 6

HOURS OF EMPLOYMENT

- 6.1 Full-time employment for a unit member will be 40 hours per week 12 months per year.
- 6.2 Employee work shifts will be assigned on a weekly basis. Normally the assignments will be posted on Wednesday for the following week. Assignments may be adjusted due to unforeseen circumstances up to seventy-two (72) hours prior to the assignment.
- 6.3 A work week is defined as five consecutive days.
- 6.4 A scheduling of a regular 40-hour workweek may be but is not limited to the following: four 10-hour days; five 8-hour days; two 5-hour days and three 10-hour days.
- 6.5 The arrival time, departure time, scheduling of work hours, and length of workday for each employee in the bargaining unit shall be determined by management.
- 6.6 The length of the workday for each unit member shall be designated by management. Each unit member shall be assigned a fixed regular and ascertainable minimum number of hours per day which shall not be less than four (4) hours per day. Unit members may elect to work extra shifts of less than four (4) hours per day with the approval of management.
- 6.7 There will be the equivalent of a 15-minute paid rest break at approximately the middle of each four (4) hour work period. Rest breaks shall be provided for evening or special work shifts. The break times will be posted at each work station (kitchen, office, maintenance shop, naturalists' work area).
- 6.8 Nothing shall restrict the ability of management to extend the hours of the regular workday or workweek on an overtime basis when such is deemed necessary by the management except in cases of personal emergency.
- 6.9 Contract language related to compensatory time will be consistent with Education Code Section 45129.

Compensation for overtime will be paid in wages or in compensatory time off as determined by management. Compensatory time off will be computed at one and one-half times the overtime worked and must be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services of the Marin County Office of Education. Overtime wages will be computed at one and one-half times the normal rate of pay.

For work on holidays, overtime wages will be paid at the rate of two and one-half times the normal rate of pay. Compensatory time off will be computed at two and one-half times the number of overtime hours worked. Compensatory time off must be taken in the same pay period in which it was earned.

- 6.10 For the purpose of layoff, seniority will be determined by date of hire. In the event of the same date of hire, seniority will be determined by drawing of lots.
- 6.11 Subject to the needs of the Ranch and at the discretion of management, work that may result in an employee being eligible for overtime pay will be rotated among employees in that department.

Revised: 4/11/00 (6.6, 6.11)

Revised 11/8/05 (6.11)

Revised 4/17/07 (6.2)

Revised 12/11/07 (6.6)

Revised 2/10/15 (6.3)

Revised 9/8/15 (6.9)

ARTICLE 7

HOLIDAYS

7.1 Two additional Winter Recess Days are added.

In an effort to allow for variations with holiday calendar days, Article 7.1 is amended to list holiday descriptions only (e.g. New Year's Day, Independence Day, etc.) and all references to holiday calendar dates will be removed from the contract.

Unless otherwise provided by the Superintendent/Governing Board or by law, holidays with full pay shall be granted annually for all full-time permanent employees on the following days:

New Year's Day
Martin L. King, Jr. Day
Lincoln Day
Washington Day
Memorial Day
Independence Day
Labor Day
Admission Day (to be taken on December 31)
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas
Six Winter Recess Days

7.2 Actual holidays, and Winter Recess Days, will be placed on the work calendar by the Superintendent/Governing Board.

7.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

7.4 When a holiday falls on a normal day off a substitute holiday will be established either the week before or the week after the scheduled holiday. The substitute holiday schedule shall be posted at least one month in advance.

Revised 4/17/07, 12/11/07 (7.1)

Revised 9/8/15 (7.1) (7.2)

ARTICLE 8

LEAVES OF ABSENCE

8.1 Vacation Leave:

- 8.1.1 Each full-time bargaining unit employee, other than emergency or limited-term employee, shall accrue vacation leave with full pay as provided herein. Full-time for purposes of this article means forty (40) hours per week, twelve (12) months per year. Each accrual may accumulate to a maximum of thirty (30) working days of unused vacation leave as of September 1 of each year. Employees having more than thirty (30) days accrued after this date shall lose those days except as provided in paragraph 8.1.4 below. Except in special cases as determined by the Superintendent, no employee may take such leave, or receive payment in lieu thereof until he/she has completed six (6) months of continuous service in the Marin County Office of Education. No employee shall accrue any paid vacation leave for any period of leave without pay, absence without leave, or suspension without pay.
- 8.1.1.1 Each full-time employee shall accrue vacation leave at the rate of twelve (12) working days per year until completion of three (3) years of service.
- 8.1.1.2 Each full-time employee who has completed three (3) years of service shall accrue vacation leave at the rate of fourteen (14) working days per year until completion of five (5) years of service.
- 8.1.1.3 Each full-time employee who has completed five (5) years of service shall accrue vacation at the rate of seventeen (17) working days per year until completion of ten (10) years of service.
- 8.1.1.4 Each full-time employee who has completed ten (10) years of service shall accrue vacation at the rate of twenty-two (22) working days per year.
- 8.1.1.5 Each part-time employee will receive vacation credit pro rata to full-time employees.
- 8.1.2 Vacation schedules shall be arranged by Department Managers with particular regard to the needs of the service and, whenever possible, with regard to the wishes of the employee. Sincere effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrued to him/her in that year.

Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation leave without advance approval of the Superintendent or his/her designee. No employee may take vacation leave in advance of that actually accumulated by him/her at the time such leave is taken without the written recommendation of the Department Manager concerned and approval of the Superintendent.

- 8.1.3 Each employee who is separated from employment after completing six (6) months of continuous service shall be entitled to payment in lieu of all unused vacation leave which he/she may have accumulated as of his/her last day of work. In the event of a deceased employee, payment shall be made to his/her estate or as otherwise provided by probate law, or court order.
- 8.1.4 When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the Superintendent may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.
- 8.1.5 Any permanent classified employee who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved such as defined in this Article, Section 8.4, before his/her vacation period has been completed, may at the employee's option, be placed on sick leave to the extent he/she has accumulated sick leave, under the following conditions:
 - 8.1.5.1 If the illness or bereavement is for three (3) consecutive days or more.
 - 8.1.5.2 If the illness or bereavement is such that had the employee been working he/she would have been absent on sick or bereavement leave.
 - 8.1.5.3 If the employee, normally, is required to return to duty immediately following the vacation period.
 - 8.1.5.4 If the request is filed with the Superintendent within two weeks of the illness or bereavement or within, at the latest, one week of the employee's return to duty unless extraordinary extenuating circumstances exist which prevent such filing
 - 8.1.5.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

8.1.5.6 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases, the Superintendent may, at his/her discretion, authorize payment as described in paragraph 8.1.4 above.

8.1.6 Emergency and limited-term employees shall not earn vacation credit unless they are subsequently appointed into permanent positions without a break in service. If an emergency or limited-term employee is appointed to a permanent position without a break in service, he/she shall receive accrued vacation leave from the first date in such limited-term appointment.

8.2 Paid Sick Leave:

8.2.1 Sick leave is the authorized absence of an employee due to disabilities caused by illness, injury, exposure to contagious disease, pregnancy, childbirth, and recovery therefrom.

8.2.2 At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.

When an employee is separated from employment prior to the end of the fiscal year if he/she has taken sick leave amounting to more than he/she has already earned pursuant to this article, that amount shall be subtracted from his/her final paycheck.

8.2.3 Full-time employees shall be entitled to earn sick leave without loss of pay at the rate of one working day per month. Employees who work less than five days per week shall receive sick leave in that proportion that their number of work days bears to a full-time workweek of five (5) days. Unused sick leave shall be cumulative.

Any employee who is not a permanent employee may use no more than six (6) days of paid leave during the first six months of employment.

- 8.2.4 An employee who is absent due to a disability and receives full pay because of accrued sick leave or receives differential pay as specified in paragraph 8.2.5 shall be entitled to accrued sick leave and vacation, and receive normal paid health, dental, and life insurance fringe benefits.
- 8.2.5 When a permanent employee is absent due to a non-industrial disability and has used all of his/her entitlement to sick leave, vacation compensation, compensatory time or other available paid leave, the employee shall be paid the difference between his/her current salary and the sum which is actually paid a substitute employee to fill his/her position during his/her absence for the period remaining through the fifth month of disability. Under this section, in no case shall an employee receive less than the difference between his/her current salary and the first step of his/her position on the salary schedule, except where Marin County Superintendent of Schools/Marin County Board of Education adopts a salary schedule for substitute employees. For purposes of this paragraph, sick leave, vacation compensation, compensatory time, other available paid leave, including SDI, shall be allowed for a maximum of not more than five (5) months.
- 8.2.6 A permanent employee whose disability extends beyond the five month period may, upon written advice from a licensed medical advisor, be granted by the Superintendent a leave of absence without pay, not to exceed one year. No health, dental, or life insurance benefits will be provided by the Superintendent/Governing Board during this period. However, the employee may at his/her option, purchase such benefits at the actual cost to the Superintendent/Governing Board by submitting all necessary payments to the Marin County Office of Education prior to the date such payments become due. Upon his/her return to work, the anniversary date of his/her salary increments will be changed to make adjustments for time not worked and not covered by sick leave.
- 8.2.7 Emergency and limited-term employees will not earn sick leave credit unless they are subsequently appointed into permanent positions without a break in service. If any emergency or limited-term employee is subsequently appointed into a permanent position without a break in service, he/she shall receive accrued sick leave from first date in such limited-term appointment.
- 8.2.8 Each employee shall record his/her sick leave on a time sheet. The Superintendent/Governing Board may require a physician's written verification of the reason for absence due to illness or accident for any absence greater than three (3) consecutive days.
- 8.2.9 Unlimited accumulations of sick leave shall be allowed. The cumulative aspect of sick leave from year-to-year is based on accrual at the rate specified in paragraph 8.2.3 above.

- 8.2.10 If an employee leaves the employment of the Marin County Office of Education, accumulated unused sick leave will not be credited to the employee's final payment.
- 8.2.11 If the employee has used all sick leave and additional leave available and is still unable to assume the duties of his/her position, his/her employment will be deemed to be terminated; however, the employee shall then be placed on a reemployment list for a period of thirty-nine (39) months and shall have employment rights in the same manner as if he/she had been laid off for lack of work or lack of funds, except that employees laid off for lack of funds or lack of work shall have precedence in reemployment.

8.3 Industrial Accident and Industrial Sick Leave:

- 8.3.1 Leaves resulting from an industrial accident or industrial sickness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Section 8.3.

For purposes of this contract, workers' compensation insurance is defined as the insurance program provided by the Superintendent/Governing Board for state-mandated workers' compensation purposes.

- 8.3.2 An employee in the classified service, who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the workers' compensation insurance law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from workers' compensation provided that:

8.3.2.1 He/she has probationary or permanent status.

8.3.2.2 In the opinion of the Superintendent or his/her designee the illness or injury constitutes an industrial accident or illness, or if contested, it is ultimately determined to be work connected.

- 8.3.3 Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year.

- 8.3.4 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled.

- 8.3.5 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid sick leave if he/she is eligible therefor. Accumulated sick leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from workers' compensation insurance.
- 8.3.6 After all paid sick leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the workers' compensation insurance.
- 8.3.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class/position title ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class/position title, he/she may displace the most recently appointed employee in the class/position title with less seniority. If an employee's former class/position title has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- 8.3.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- 8.3.9 An employee who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class/position title, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a reemployment list under this Article may appeal the removal to the Personnel Commission.
- 8.3.10 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the Office shall not, when added to a normal temporary disability allowance award without penalties granted to the employee under workers' compensation insurance laws exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the

number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.

During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the Superintendent of the Marin County Office of Education all temporary benefit checks received under workers' compensation insurance. The Superintendent shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions. With the concurrence of the employee, the Superintendent/Governing Board may waive the requirement that temporary disability checks be endorsed payable to the Superintendent of the Marin County Office of Education and may in lieu thereof, permit the employee to retain his/her disability check, providing that notice be given to the Office that such check has been delivered to the employee. In such cases, the Office shall then cause the employee to receive his/her normal wage or salary less appropriate deductions, including, but not limited to, the face amount of the temporary disability check, which the employee has been permitted to retain.

In all cases, employee benefits are to be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the Office under this Article.

Eligibility for purposes of accruing vacation and sick leave will be suspended during disability leave without pay.

8.4 Bereavement Leave:

- 8.4.1 A regular employee shall receive necessary leave of absence with full pay, not to exceed three days, or five days if out-of-state or if more than 250 miles of one-way travel is required, in the event of the death of a member of the immediate family. Members of the immediate family means the mother, father, step-mother, step-father, legal foster parents, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other relative living in the immediate household of the employee, or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions.

If additional time is needed, the employee may use accrued vacation time or available personal necessity or request a leave of absence without pay. The Superintendent may or may not, at his/her discretion, grant a leave of absence without pay.

Revised 4/17/07, 6/11/13 (8.4.1)

8.5 Personal Necessity:

In order to receive leave under this provision, the person requesting the leave must notify his/her most immediate supervisor who is management.

8.5.1 A classified employee may elect to use, not to exceed a total of seven (7) days in any one fiscal year, sick leave which has been earned for personal necessities which fall into the following categories.

8.5.1.1 Bereavement leave which may be necessary beyond that authorized in this Article.

8.5.1.2 Accident or emergency involving his/her person or property, or the person or property of a member of his/her immediate family, as defined under Bereavement Leave.

8.5.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this Article.

8.5.1.4 Serious illness in the immediate family as defined under Bereavement Leave.

8.5.1.5 Observance of major religious holidays.

8.5.1.6 Association business as needed by members of the Association Executive Committee.

8.5.1.7 Matters of compelling personal importance.

8.5.1.8 Leave for any classified employee for the birth or adoption of a child to his/her spouse or registered domestic partner. This leave shall be taken immediately before, during or after the birth or adoption of the child.

Revised 5/12/98 (8.5.1; 8.5.1.7)

Revised 4/10/01, 4/19/05, 11/8/05 (8.5.1.7)

Revised 12/8/09 (8.5.1.8)

8.5.1.9 Fulfillment of the requirements for adoption of a child.

8.5.1.10 The Superintendent may allow additional days to be used (out of available sick leave) in special circumstances.

8.6 Jury Duty and Witness:

8.6.1 Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena of court certification is filed with the Superintendent. Request for jury service leave shall be made by presenting the official court summons to jury service to the Director of Classified Personnel as soon as possible after receipt of such summons.

8.6.2 Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the Superintendent. Request for leave of absence to serve as a witness shall be made by presenting the official court summons to the Department Manager as soon as possible after receipt of such summons.

8.6.3 The jury service fee and witness fee referred to in 8.6.1 and 8.6.2 respectively, do not include reimbursement for transportation expenses.

8.6.4 An employee who has received leave of absence under this Article shall make himself/herself available for work during hours when his/her presence is not required in court. Availability for work under this section, when taken together with requirements for jury and witness duty, shall not exceed the employee's regular work assignment.

8.7 Absence for Examination:

8.7.1 Every employee in the classified service shall be permitted to be absent from his/her duties during working hours in order to take any examination for promotion in the Marin County Office of Education without deduction of pay or other penalty, provided that he/she gives two days' notice to his/her immediate supervisor.

8.8 Military Leave:

8.8.1 Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code.

8.9 Leave of Absence Without Pay:

8.9.1 Leave of absence without pay may be granted to a permanent classified employee, upon the written request of the employee and the approval of the Superintendent or his/her designee subject to the following restrictions:

8.9.1.1 Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service and leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed two years.

8.9.1.2 The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties, and provided that a position in his/her class still exists and the employee has seniority rights to the position. The position may be filled only for the duration of the leave, and the employee must be released or reassigned upon completion of the leave and return of the regular employee.

8.9.1.3 Upon granting leave, the Superintendent may request a letter of intent to return by one (1) month before expiration of leave.

8.9.2 An employee may make a written request to the Superintendent to return to work prior to the expiration date of the leave. The Superintendent may approve or reject the request.

8.9.3 Failure to report for duty within five (5) working days after a leave has expired shall be considered abandonment of the position and the employee may be terminated by the Superintendent. This provision is not applicable to military leaves.

8.9.4 If an employee cannot be placed in a vacant position in his/her class position title upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.

8.10 Maternity Disability Leave:

8.10.1 An employee shall be granted leave with pay for any period of disability contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as confirmed by a physician and in accordance with the provisions of Sections 8.2 and 8.9 of this Article:

8.10.1.1 An employee who becomes pregnant shall advise her supervisor of that fact as early as possible giving an estimate of the dates (as confirmed by a physician's statement) the employee anticipates being absent on account of disability related to the pregnancy.

8.10.1.2 The employee is entitled to use accumulated sick leave and other salary continuance benefits and extended disability pay (upon termination of accrued sick leave and other available paid leave) for the period of disability.

8.10.1.3 The employee shall request a maternity leave from the Superintendent/Governing Board in writing supported by a physician's statement attesting to the disability and specifying the anticipated period of absence. The Marin County Office of Education may, at its option, obtain other medical opinions, in addition to the employee's own physician.

8.10.1.4 A leave of absence longer than the period of disability is a general leave of absence, not a maternity leave or a disability leave to which benefits are attendant and must be requested separately.

8.10.1.5 During a period of leave without pay no health, dental, vision, or life insurance benefits will be provided by the Superintendent/Governing Board. However, the employee may, at her option, purchase such benefits at the actual cost to the Superintendent/Governing Board by submitting all necessary payments to the Marin County Office of Education prior to the date such payments become due.

8.10.1.6 Ability of an employee to return to work following childbirth shall be determined by the employee in consultation with her physician, subject to the right of the Superintendent to receive a physician's opinion in writing as to the physical ability of the employee to perform duties.

8.10.1.7 A personal leave of absence, without compensation or other benefits, shall be granted by the Superintendent/Governing Board for the following:

8.10.1.7.1 A rest prior to or after childbirth, such rest not to exceed two (2) months; or, in the alternative,

8.10.1.7.2 To the end of the school year in which the birth occurs, or

8.10.1.7.3 For the entire academic year in which the birth occurs, or

8.10.1.7.4 For the school year following childbirth.

In the event that an employee receives a personal leave of absence due to pregnancy prior to actual disability, the employee 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.

8.10.1.8 The employee shall be returned to the same position she held at the time of leave, providing the program or position has not been terminated, and if the duration of the entire leave, both compensated and uncompensated, occurs within one school year. If the leave occurs during more than one school year, the employee has no right to any particular position and will be placed according to the needs of the Superintendent/Governing Board.

8.11 Transfer of Sick Leave from Another District:

8.11.1 A classified employee of any California school district who has been an employee of that district for a period of one calendar year or more and who terminates employment with that district for the sole purpose of accepting a classified position with the Superintendent/ Governing Board, within one year of such termination of his/her former employment, shall be credited with all of the earned unused sick leave which was properly credited to him/her in his/her former school district.

8.12 Leave Reporting:

8.12.1 The Superintendent/Governing Board shall maintain a record of all leave taken and the leave balance accumulated by each employee.

8.12.2 Any absence of fifteen (15) minutes or less will be charged as one-quarter hour. Any absence over fifteen (15) minutes, but less than thirty (30) minutes, will be charged as one-half hour, etc.

8.12.3 Absences from work required in order to have fingerprints recorded and physical examinations for employment purposes, written or oral examinations or tests, appointments and interviews which may serve to advance the employee's status or position within the Marin County Office of Education, will not be chargeable against accrued leave. Such absences must be cleared with his/her most immediate supervisor who is management prior to the absence so that the supervisor may make any arrangement necessary.

8.12.4 Absences from work taken by permanent employees for the purpose of doctor or dentist appointments will be reported and charged against employee's accrued sick leave totals, if any. If the employee has no accrued sick leave, such time absent will be deducted from the employee's wages.

8.12.5 Every absence of each employee shall be reported and recorded in a manner prescribed by the Superintendent/Governing Board.

8.13 Return to Work After Illness or Disability:

8.13.1 When an employee is absent due to illness or disability, the Superintendent may require that the employee obtain written doctor's approval prior to return to work or may require that the employee pass a medical examination prior to his/her return to work.

8.14 Family Medical Leave

8.14.1 Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act of 1993 (Government Code Section 12945.2) an employee may be eligible for family care and medical leave, for family and medical purposes, depending on each employee's particular circumstances. The Marin County Office of Education will comply with all mandated provisions under these acts and reserves the right to act within the dictates of the law.

Revised 5/12/98 (8.14)

ARTICLE 9

SAFETY

- 9.1 All employees shall endeavor to maintain safe and sanitary conditions in their work areas of responsibility.
- 9.2 All employees will report to the immediate supervisor, in writing, any practice or condition which poses a threat to the health or safety of any person associated with the Office.
- 9.3 Upon receipt of a safety report, the Superintendent/Governing Board shall, as soon as possible, take any corrective procedures deemed necessary or advisable by the Superintendent/Governing Board.
- 9.4 No employee shall be reprimanded in any way for reporting any practice or condition which poses a threat to the health or safety of any person associated with the Superintendent/Governing Board.
- 9.5 The Association will receive a copy of any Occupational Safety and Health Admin. (OSHA) reports made about any of the facilities where members of the bargaining unit work.
- 9.6 If, in the opinion of the Superintendent/Governing Board, the employment duties of an employee in the bargaining unit requires the use of any equipment or gear to insure the safety of the employee or others, the Superintendent/Governing Board agrees to furnish such equipment or gear.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A grievance is an allegation by a grievant that he/she has been affected by a violation of the specific provisions of this Agreement.

10.1.2 A grievant is one or more employees of the Marin County Office of Education who are members of this bargaining unit.

10.1.3 A business day is one in which the Marin County Office of Education is open for business.

10.1.4 Immediate supervisor is the lowest level administrator who has been designated by management to adjust grievances and who has immediate jurisdiction over the grievant.

10.2 Levels

10.2.1 Informal Level

10.2.1.1 Within five (5) business days of an instance of an alleged violation of this Agreement, the employee will present the grievance to his/her immediate supervisor during working hours. The employee will apprise his/her immediate supervisor that a grievance is being processed.

10.2.1.2 Within ten (10) business days after the presentation of a grievance, the immediate supervisor shall give his/her answer orally to the employee.

10.2.2 Formal Level

10.2.2.1 Step I

10.2.2.1.1 Within twenty (20) business days of the oral answer at the informal level, if the grievant is not satisfied, the grievance shall be stated in writing and signed by the grievant and lodged with the Superintendent or his/her designee, on the prescribed form (Appendix C).

Revised 4/19/05 (10.2.1.1)

- 10.2.2.1.2 The Statement of Grievance shall name the employee 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.
- 10.2.2.1.3 After receipt of the grievance on the prescribed form and within twenty (20) business days, a meeting to discuss and seek to resolve the grievance with representatives of the Superintendent/Governing Board, not to exceed one (1) hour, shall be held with the grievant and, if requested, one Association representative.
- 10.2.2.1.4 The Superintendent, or his/her designee, shall communicate to the grievant his/her decision in writing within twenty (20) business days after the meeting. Failure by a grievant to request the Association to consider submitting the grievance to arbitration within ten (10) business days of receipt of the decision shall be deemed an acceptance of the decision.

10.2.2.2. Step II

- 10.2.2.2.1 In the event the grievant is not satisfied with the decision at Step I, he/she may, within ten (10) business days after receipt of the decision from the Superintendent, or his/her designee, request in writing to both the Association and the Superintendent/Governing Board that the Association consider submitting the grievance to arbitration. The Association by written notice to the Superintendent, or his/her designee within fifteen (15) business days after receipt of the request from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Step I shall become final.
- 10.2.2.2.2 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within ten (10) 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. If the Association representative and the Superintendent or his/her designee cannot agree on the arbitrator from the list, each party shall alternately strike names until one name remains.

10.2.2.2.3 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 decision for resolution. This report shall be sent to the Superintendent/Governing Board, with copies to the grievant, the Association, and the Superintendent, or his/her designee. The cost of the arbitrator shall be borne equally by the Association and the Superintendent/Governing Board.

10.2.2.2.4 The decision of the arbitrator shall be accepted by both parties excepting, however, that the Superintendent/Governing Board, within ten (10) business days of the receipt of the arbitrator's report, 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 grievance and the transcript of the arbitrated hearing. 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.

10.3 Miscellaneous

10.3.1 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

10.3.2 At any point in the grievance procedure the grievant may elect, in writing to the Superintendent/Governing Board and the Association, to represent himself/herself rather than have the Association provide representation; he/she may then proceed through the grievance through Step I without intervention by the Association. If the grievant elects to represent himself/herself, the Association shall be relieved of any further obligation of representation and shall be relieved of any obligation to share in any further expenses of the grievance procedure, including the cost of arbitration. Prior to final resolution of Step I, the Association will be given a copy of the grievance and proposed resolution for comment within ten (10) business days, relative to the proposed decision's impact on the contract.

10.3.3 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.

- 10.3.4 All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- 10.3.5 The grievant and any necessary witness shall appear at any hearing required by these grievance procedures during working hours. The preparation of the grievance shall be on the employee's own time.
- 10.3.6 Any time limit may be extended only by mutual agreement in writing.
- 10.3.7 The Association representative shall be provided with release time, as indicated in Article 4, Section 4.3 of Release Time, to assist in the preparation and process of grievance.

ARTICLE 11

EVALUATION

- 11.1 All regular classified employees shall be evaluated by their most immediate supervisor who is management in accordance with the following schedule:
- 11.1.1 Regular probationary employees shall receive, during the probationary period, a formal written evaluation at approximately the end of the third month and again at approximately the end of the fifth month of service.
 - 11.1.2 Regular permanent employees shall receive a formal written evaluation each year on or about their anniversary date.
 - 11.1.3 Notwithstanding provisions of Sections 11.1.1 and 11.1.2 herein, any employee whether probationary or permanent, may be evaluated for unsatisfactory service at any time.
 - 11.1.4 For purposes of this Section 11.1.3 only, the employee may request a representative of CSEA to be present during the evaluation conference. Such representative shall be given paid release time for attendance at the evaluation conference.
- 11.2 Evaluations shall be made on the forms attached to this Agreement as Appendix C. Performance evaluations will be prepared by the employee's most immediate supervisor who is management.
- Evaluations shall be reviewed with the employee for comments, response, and signature. The employee may attach comments to the evaluation form if he/she does so within ten (10) business days following the evaluation interview.
- 11.3 A copy of the completed evaluation form will be given to the employee. The original evaluation form will be filed in the employee's personnel record.
- 11.4 Negative evaluations must be accompanied by specific recommendations for improvement.
- 11.5 All evaluations shall provide an opportunity for discussion between the employee and evaluator.
- 11.6 If the employee feels that the evaluation of his/her job performance is not factual he/she may request a meeting with the Superintendent or designee prior to finalization of the evaluation.

ARTICLE 12

SAVINGS

- 12.1 If during the life of this Agreement there exists any applicable law or any applicable rule or regulation or order issued by governmental authority other than the Superintendent/Governing Board which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE 13

COMPLETION OF AGREEMENT

- 13.1 This document comprises the entire Agreement between the Superintendent/Governing Board and employees on the matters within the lawful scope of negotiation. Any term or condition not modified herein shall remain in full force and effect. Neither the Superintendent/Governing Board nor the Association shall have any further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

Article 14
Term

14.1 The term of this Agreement shall be from July 1, 2015 to and including June 30, 2018.

14.2 Reopeners:

This Agreement may be reopened for the 2018-2019 school year by the Superintendent/Governing Board or the Association by notifying the other party of the desire to negotiate.

Negotiations will be limited to:

14.2.I **By the Association:**
Article 5: Salaries and Fringe Benefits
Two (2) additional articles

14.2.2 **By the Superintendent/Governing Board:**
Article 5: Salaries and Fringe Benefits
Two (2) additional articles

This Agreement represents the completion of Collective Bargaining for 2015-2018. All other issues subject to Collective Bargaining are hereby withdrawn by both parties. All other provisions of the 2012-2015 Collective Bargaining Agreement will remain in effect.

Revised: 5/12/98, 411 1100 (14.1; 14.2.1; 14.2.2)

Revised: 4/10/01 (14.2.1)

Revised: 6/25/03 (14.1; 14.2.1)

Revised: 3/16/05 (14.2.1)

Revised: 11/8/05 (14.1)

Revised: 4/17/07 (14.1; 14.2.1; 14.2.2)

Revised: 12/11/07 (14.1; 14.2; 14.2.1; 14.2.2)

Revised: 12/8/09 (14.1; 14.2; 14.2.1; 14.2.2; 14.2.3)

Revised: 9/24/10 (14.1; 14.2; last two paragraphs)

Revised: 11/8/11 (14.1; 14.2; 14.2.1; 14.2.2)

Revised: 6/12/12 (14.2)

Revised: 9/8/15 (14.1) (14.2)

Memorandum of Understanding

Between the

California School Employees Association, and its Green Unit (Walker Creek Ranch) 327 ("CSEA")

and

Marin County Office of Education ("MCOE")

The parties agree to a 3% on salary increase for the bargaining unit, and a \$50.00/month increase to the District's contribution to health and welfare for the bargaining unit. The parties recognize that until the MCOE, guided by Marin Public Health, determines to resume operations at Walker Creek Ranch, that this increase only affects the two (2) current unit members - Pam Gambonini, Ranch Administrative Assistant; and Alejandro Contreras, Ranch Helper.

If bargaining unit members currently in laid-off status are recalled from layoff after July 1, 2021, those recalled employees will resume work for MCOE pursuant to the attached salary schedule reflecting the 3% increase, and receive the \$50/month increase to the District's contribution to health and welfare.

CSEA and the MCOE agree to a new term for the Green Unit collective bargaining agreement of one year for the period July 1, 2021 through June 30, 2022. The parties further agree that this completes all negotiations for the new term, except for possible negotiations related to effects of COVID-19, including changes in public health guidelines, and effects related to possible resumption of operations during this term.

Tentatively agreed June 25th, 2021

TA

[Redacted Signature]
Vicki Ascher, Chapter President

[Redacted Signature]
Mary Jane Burke, County Superintendent of Schools

[Redacted Signature] July 6, 2021

[Redacted Signature]
Stanley Bransgrove, Labor Relations Representative

**MARIN COUNTY OFFICE OF EDUCATION
SALARY SCHEDULE
WALKER CREEK RANCH
CLASSIFIED EMPLOYEES
FY 2021-2022
EFFECTIVE JULY 1, 2021**

LABOR GRADE	POSITION	SALARY RANGE #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1		24	15.12	15.88	16.67	17.50	18.38	19.30
2		26	15.88	16.67	17.50	18.38	19.30	20.26
3		28	16.67	17.50	18.38	19.30	20.26	21.28
4		30	17.50	18.38	19.30	20.26	21.28	22.34
5	RANCH HELPER	32	18.38	19.30	20.26	21.28	22.34	23.46
6		34	19.30	20.26	21.28	22.34	23.46	24.63
7	RANCH COOK	36	20.26	21.28	22.34	23.46	24.63	25.86
8	RANCH NATURALIST RANCH WORKER	38	21.28	22.34	23.46	24.63	25.86	27.15
9	RANCH ADMNISTRATIVE ASSISTANT	40	22.34	23.46	24.63	25.86	27.15	28.51
10		42	23.46	24.63	25.86	27.15	28.51	29.94

**MARIN COUNTY OFFICE OF EDUCATION
SALARY SCHEDULE
WALKER CREEK RANCH
CLASSIFIED EMPLOYEES
FY 2021-2022
EFFECTIVE JULY 1, 2021**

LABOR GRADE	POSITION	SALARY RANGE #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1		24	2,619 15.12	2,750 15.88	2,888 16.67	3,032 17.50	3,184 18.38	3,343 19.30
2		26	2,750 15.88	2,888 16.67	3,032 17.50	3,184 18.38	3,343 19.30	3,510 20.26
3		28	2,888 16.67	3,032 17.50	3,184 18.38	3,343 19.30	3,510 20.26	3,686 21.28
4		30	3,032 17.50	3,184 18.38	3,343 19.30	3,510 20.26	3,686 21.28	3,870 22.34
5	RANCH HELPER	32	3,184 18.38	3,343 19.30	3,510 20.26	3,686 21.28	3,870 22.34	4,063 23.46
6		34	3,343 19.30	3,510 20.26	3,686 21.28	3,870 22.34	4,063 23.46	4,267 24.63
7	RANCH COOK	36	3,510 20.26	3,686 21.28	3,870 22.34	4,063 23.46	4,267 24.63	4,480 25.86
8	RANCH NATURALIST RANCH WORKER	38	3,686 21.28	3,870 22.34	4,063 23.46	4,267 24.63	4,480 25.86	4,704 27.15
9	RANCH ADMINISTRATIVE ASSISTANT	40	3,870 22.34	4,063 23.46	4,267 24.63	4,480 25.86	4,704 27.15	4,939 28.51
10		42	4,063 23.46	4,267 24.63	4,480 25.86	4,704 27.15	4,939 28.51	5,186 29.94



MARIN COUNTY SCHOOLS OFFICE
Performance Appraisal – Classified Personnel

Name:	Position:
Department:	Range & Step:
Anniversary Date:	

Type of Appraisal

- 1st 3 months
 1st 5 months
 Annual
 Other

GUIDELINES

Classified employees will be evaluated during the 3rd and 5th months of the probationary period and annually thereafter on their anniversary date. The following guidelines are to assist the supervisor to evaluate the employee's performance and discuss the employee's effectiveness in a **positive** two way communication.

- Using the appropriate job description as a guide, the rater will evaluate the employee's performance of responsibilities and tasks which the rater has regularly and directly observed during the rating period. Consider the way tasks or duties were performed and/or the consequences of their performance.
- Use the scale below to rate the employee in **each** area, as related to the employee's specific position responsibilities. After reviewing the indicators for success in the areas as well as the employee's duties and responsibilities, check with (X) which best describes the employee's performance **during the rating period**.

(1) Your work **exceeds** established performance standards

(2) Your work **meets** established performance standards

(3) Your work **is below** established performance standards and needs to be improved as follows:

- A space for recommendations is provided in each area which is rated below established performance standards so that ratings are explained in narrative form. Documentation and explanations of ratings is important for employee job satisfaction and upward mobility as well as employee counseling and disciplinary action if improvement is not evidenced. The rater must cite examples of ineffective performance, specify improvement required and offer recommendations.

4. Unscheduled Evaluations: Additional unscheduled evaluations may be requested by the supervisor to indicate a significant change in performance.
5. Follow-up Action: Employee evaluations indicating “below standard” will require a follow-up evaluation in accordance with contract provisions.

A. INTERPERSONAL RELATIONS/COMMUNICATIONS.

<u>INDICATORS FOR SUCCESS</u>	<u>COMMENDATIONS/RECOMMENDATIONS</u>
1. You communicate effectively in situations requiring patience, tact and diplomacy.	1 - exceeds
2. You establish and maintain effective and cooperative working relationships with Marin County Office of Education Personnel, other agencies and the public.	1 - exceeds
3. You demonstrate flexibility and adaptability to change.	1 - exceeds
4. You maintain a positive attitude toward assignments and Marin County Office of Education goals.	1 - exceeds
5. You express ideas effectively verbally; and in writing express ideas effectively and use correct English; use correct spelling and punctuation.	1 - exceeds

B. WORK ORGANIZATION AND PLANNING

1. You accept responsibility and work independently, with given supervision and direction.	1 - exceeds
2. You plan work effectively, set priorities, define tasks and complete work assignments within acceptable timelines.	1 - exceeds
3. You produce an acceptable volume of work.	1 - exceeds
4. You work effectively under pressure of deadlines and/or interruptions.	1 - exceeds

5. You maintain a well-organized work flow. 1 - exceeds

C. PROBLEM SOLVING/DECISION MAKING (within realm of job possibilities)

1. You recognize and acquire appropriate data for solution to problems.	1 - exceeds
2. You analyze and evaluate appropriate data.	1 - exceeds
3. You arrive at conclusions based on logical thinking.	1 - exceeds
4. You are consistent and reliable in work judgments.	1 - exceeds

5. You accept the consequences of decisions. 1 - exceeds

D. TECHNICAL EXPERTISE AND PERFORMANCE

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1. You demonstrate job related technical expertise and satisfactory performance of duties as described in the job description.	1 - exceeds
2. You display necessary knowledge for the job as represented by job-related education, skills, and experience.	1 - exceeds
3. You produce work generally with a high degree of accuracy.	1 - exceeds
4. You are aware of safety, emergency, health and hygienic practices as they apply to your position.	1 - exceeds
5. You are tactful in the execution of your assigned tasks and are able to maintain confidential information in a professional manner.	1 - exceeds

E. WORKEFFECTIVENESS	
1. You execute job tasks in an acceptable manner.	1 - exceeds
2. You maintain a good attendance record.	1 - exceeds
3. Your personal appearance is appropriate for your job.	1 - exceeds
4. You persevere in the pursuit of job objectives.	1 - exceeds
5. You participate in activities promoting professional growth as is appropriate for your position.	1 - exceeds

General Comments:

For Supervisor (Administrator)

Ratings in the “is below Established Performance Standards” category must state specific items and be accompanied by recommendations and timeline(s) for improvement – Attach memo to employee.

Memo attached

I have discussed this appraisal with the employee on _____
Date

(For Paraeducators and other classroom personnel only). I have discussed this rating with the appropriate teacher(s) listed below:

Immediate Supervisor Date
(Administrator)

Reviewed by Date

For Employee

Employee comments may be attached as desired and become a part of this appraisal.

- Comments Attached
- I have requested the presence of the teacher with whom I work at the evaluation conference.

I have read the evaluation/recommendation and:

- Agree
- Disagree

with the appraisal. If you disagree, please attach comments.

Employee Date

For Unsatisfactory Evaluation

- I have requested the presence of a C.S.E.A. representative at the evaluation conference.

C.S.E.A. Representative Date

**MARIN COUNTY OFFICE OF EDUCATION
California School Employees Association – Walker Creek
UNIT EMPLOYEE GRIEVANCE FORM**

Employee _____ Classification _____

Dept. or School _____ Supervisor _____

Organization Representing Grievant _____

Date Grievance Occurred _____ Contract Section Alleged to be Violated _____

I discussed this with my supervisor on (date) _____

My supervisor responded on (date) _____

Employee signature _____

Description of problem:

Action Requested:

Grievance Review – Step 1: _____ Date received _____

Signature _____ Title _____ Date _____

Employee Statement of Appeal to Step II: _____ Date received _____

Employee signature _____ Date _____

Association Request of Appeal to Step II: _____ Date received _____

Employee signature _____ Date _____

Association Representative Signature _____ Date _____

MEMORANDUM
OF
UNDERSTANDING
BY AND BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
WALKER CREEK RANCH UNIT
AND
MARIN COUNTY OFFICE OF EDUCATION

The California School Employees Association, Walker Creek Ranch Unit, ("Association") and the Marin County Office of Education ("MCOE") hereby agree as follows:

1. MCOE will keep a record of all assignments posted offering additional hours to unit members. The record will include information on the date of posting, the specific assignment, who signed-up for the assignment and who finally performed the work. This record will be reviewed during the course of negotiations in 2007-2008 if the Association so requests.
2. MCOE will make available any other information that exists relative to extra hire work at the Walker Creek Ranch upon specific requests by the Association.
3. MCOE will not be required to produce information in a form that does not exist as a matter of regular business practices and records.

This Agreement represents the completion of Collective Bargaining for 2007-2008. All other issues subject to Collective Bargaining are hereby withdrawn by both parties. All other articles of the 2006-2009 Collective Bargaining Agreement continue into the 2006-2009 Agreement in full force except as noted in this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the dates and year written below:

DATE: March 12 2008

DATE: March 10, 2008 **M**

California School Employees Association,
Walker Creek Ranch Unit

Marin County Office of Education
Superintendent/Governing Board



BENJAMIN ABRAHAM
Employee Representative



JAMES SERBENT
Employee Representative



ROBIN ROBINSON
Employee Representative



RICK HARDY
Employee Representative



DAVID M. HELLMAN, President
Marin County Board of Education



MARY JANE BURKE
Marin County Superintendent of Schools