COVID-19

Prevention and Response Health and Safety Protocols

MARIN'S COMMUNITY SCHOOL



Cal/OSHA COVID-19 Safety Program (CSP)

Documentation

COVID-19 Prevention and Response Health and Safety Protocols

Overview

On March 16, 2020 site-based classroom instruction was suspended by order of the Marin County Public Health Officer in all Public and Private Schools in Marin County to help mitigate the spread of COVID-19 in the local community. All schools were forced to develop remote instruction for students, including all schools in the Marin County Office of Education District. Under the guidance of the Marin County Public Health Officer, Marin County School Guidelines (30 Point Plan) and School Site Specific Protection Plans (SSSPPs) have been developed for all Marin County Office of Education Schools, Programs and offices. These SSSPP's meet all requirements of and serve as the Cal/OSHA COVID Prevention Plan (CPP), and along with the COVID-19 School Guidance Checklist serve as the Marin County Office of Education COVID-19 Safety Plan (CSP) for Inperson Instruction. All District SSSPPs are consolidated and posted on the Marin County Office of Education Website, and individual SSSPP's for school sites are posted on the school web sites and made available to staff, students and families as required.

A copy of this entire document will be posted on the Marin County Office of Education Homepage as required, and will also be included in the updated Marin County Office of Education Injury Illness & Prevention Program as Appendix XXX.

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- Marin County School Guidelines 30 Point Plan
- COVID-19 School Guidance Checklist
- All Marin County Office of Education School Site Specific Protection Plans (SSSPP's) –
 Combined
- Marin County Office of Education MOU with Teachers
- Marin County Office of Education MOU with Classified Staff

When complete, this must be posted on your District and LEA website on the home page by February 1, 2021. Posting it on the school webpage is recommended.

Marin County School Guidelines

A Public Health Guided Return to Site-Based Classroom Instruction

Dr. Matt Willis, Marin County Public Health Officer and Mary Jane Burke, Marin County Superintendent of Schools

Issued June 18, 2020 / Revised August 12, 2020 (#6, #7, #9 & #19)
Revised December 8, 2020 (#8, #19 & #24)

The purpose of this document is to provide guidelines to Marin County educational institutions — including public, private, independent and parochial TK-12 schools—to facilitate and return to site-based classroom instruction for the Fall 2020-2021 school year. The evolving nature of the COVID-19 pandemic requires the need to rethink common protocols and practices in the classroom setting with the understanding that these guidelines could change as the situation evolves.

- 1. All activities are consistent with and will adjust to changing applicable state and local Public Health orders.
- 2. Health and safety practices and protocols are in place, including hand washing, appropriate face coverings, access to essential protective equipment, and up to date student and staff attendance tracking.
- 3. Training is provided to all staff, students and families reinforcing the importance of health and safety practices and protocols.
- 4. A primary and secondary point of contact are established, identified and trained at each school site to direct questions or concerns around practices, protocols, or potential exposure. These points of contact will serve as liaisons to Public Health, and contact information is identified in the School Site-Specific Protection Plan.
- 5. Plans are implemented for intensified cleaning and disinfecting, including training for all staff and access to cleaning supplies and essential protective equipment, and regular disinfecting of frequently touched surfaces.
- 6. Health screening for students and staff are conducted as advised and updated by Public Health. On July 23, 2020 the Centers for Disease Control and Prevention (D) provided updated guidance on screening K-12 students emphasizing that parents and caregivers must monitor their children for signs of infectious illness every day at home, and universal symptom screening for K-12 students is not required. Staff should conduct daily health screening self-assessment, which may be completed through an online survey. (Sample MCOE Staff Daily Health Screening)

- 7. Staff and students who are sick are expected to stay home, and an isolation area is identified for students who begin to exhibit symptoms during the school day, until they can be picked up.
- 8. Schools and districts will cooperate with Public Health to support testing strategies to mitigate transmission of COVID-19, including testing of staff who have regular daily contact with students before site-based classroom instruction is resumed, and then no less than once every month. This may include testing of students with appropriate parental permissions obtained in advance.
- Protocols, actions and template communications are in place for the following COVID-19 related scenarios (link: Marin County Public Health Exposure Protocols & Communication Templates Purple Tier/Stay Home Order "Red Tier" Orange Tier)
 - a. A student or staff member either exhibits COVID-19 symptoms or has a temperature of 100.4 or above.
 - b. A family member or someone in close contact with a student or staff member tests positive for COVID-19.
 - c. A student or staff member tests positive for COVID-19.
 - d. A student or staff member tests negative for COVID-19 after symptoms or confirmed close contact.
- 10. Where practicable, physical distancing of six feet is maintained between adults and between adults and students; four feet distance is permissible between students within a classroom or instructional area where requirements herein are in practice.
- 11. For elementary schools, stable classroom cohorts (up to standard class size at each respective grade level) are maintained throughout each school day, and through each quarter or semester, with an assigned primary cohort teacher, and systems are in place to prevent the mixing of classroom cohorts.
- 12. For middle and high schools, larger cohorts made up of students from more than one classroom may be arranged as long as accurate attendance data for students and adults is maintained on a daily basis while avoiding school wide mixing of students and staff.
- 13. Where practicable, desks are arranged facing forward to minimize face to face proximity between students.
- 14. School staff are permitted to visit and instruct more than one classroom cohort, following physical distancing and face covering protocols, and must document/record visits to classrooms that are not identified as their primary classroom cohort.
- 15. Routes for entry and exit to the campus will be designated for each classroom cohort, using as many entrances/exits as feasible.

- 16. Schedules for arrivals, recess and lunch will be strategically coordinated to prevent mixing of classroom cohorts.
- 17. Congregate movement through hallways will be minimized as much as practicable.
- 18. Large gatherings (i.e., school assemblies) are currently prohibited.
- 19. The use of outdoor space for instructional purposes is maximized, shared, and coordinated to ensure students remain in their cohort. Schools should assess indoor air quality and implement strategies that increase the amount of outdoor air brought into buildings, optimize current HVAC systems and supplement with portable air cleaners when practicable. Keep windows and other sources of natural ventilation open to the greatest extent possible.
- 20. Use of shared playground equipment will be limited in favor of physical activities that require less contact with surfaces, and shared equipment will be cleaned between uses.
- 21. Use of non-classroom space for instruction such as gymnasiums and multi-use rooms should be considered to support physical distancing with cleaning between uses.
- 22. Meals will be served outside as much as possible or in classrooms instead of cafeterias or dining rooms with individually plated or bagged meals as much as practicable.
- 23. Routines and schedules will be developed to enable students and staff to regularly wash their hands at staggered intervals.
- 24. All staff as well as all students are required to wear face coverings while in the classroom and on campus, unless there is a medical or behavioral contraindication or exemption. Students from grades TK 2 should be supported and taught how to wear them properly, and specific outdoor and appropriately distanced activities may be scheduled for students at all grade levels to remove face coverings for brief periods of time.
- 25. Training will be provided for staff and students on proper use of face coverings which will include instruction to minimize touching of face coverings.
- 26. Sharing of supplies, manipulatives, toys, sports equipment, and other learning and recreational materials will be limited and each student will have separate individually labeled boxes or cubbies.
- 27. Sharing of electronic devices, clothing, books and other games or learning aids will be avoided as much as practicable.
- 28. Use of privacy boards or clear screens will be considered as much as practicable.

- 29. Non-essential visitors, including parent volunteers will be limited and essential workers will be required to adhere to all health and safety guidelines.
- 30. A <u>School Site-Specific Protection Plan</u>** outlining the above measures is completed, posted on school or district website and shared with all staff and families and will be updated as state and local Public Health guidance dictates.

**Please submit to SSSPP@marinschools.org.

Completed plans will be forwarded to Public Health for review.

*8.12.2020 Note: Based on updated guidance from the California Department of Public Health (CDPH), Governor Newsom, and Marin County Public Health, site-based classroom instruction cannot resume until a waiver is granted by Public Health, which, if granted would apply to grades TK-6 only, or Marin County has been off of the state monitoring list for 14 days. During this time, teachers / staff may meet small cohorts of students (15 or fewer) onsite to onboard students to virtual learning and provide safety instruction to prepare for return to school (e.g., meet their teacher, obtain learning materials, receive hygiene instruction), and/or to participate in academic and emotional assessments. Students and staff must adhere to face covering, and physical distancing requirements described in these guidelines. While Marin remains on the CDPH county watch list, 6th grade students in schools who are granted waivers will be considered elementary school students during the waiver period.

12.8.2020 Note: If applicable and helpful, schools may update SSSPP's to reflect changes in guidelines #8, #19 and #24 and additional detail on implementation. Previously approved SSSPP's do not need to be re-submitted after making these revisions.

Resource Documents:

- August 3, 2020 California Health Officials Release Guidance on Youth Sports and Elementary School Waivers
- <u>July 15, 2020 News Release regarding Marin County Public Health Recommendations</u> and Guidance to Delay In-Classroom Learning
- July 17, 2020 Guidance from Governor Newsom and the California Department of Public Health
- Updated August 3, 2020: California Department of Public Health COVID-19
 Industry Guidance: Schools and School Based Programs
- July 23, 2020 Centers for Disease Control and Prevention Screening K-12 Students for Symptoms of COVID-19: Limitations and Considerations
- Marin County Health and Human Services COVID-19 Surveillance Data
- Marin County Health and Human Services COVID-19 Indicators
- Marin County Office of Education: Rethinking Schools
- <u>California Department of Education Stronger Together: A Guidebook for the Safe</u> <u>Reopening of California's Public Schools</u>
- California Blueprint for a Safer Economy
- September 4, 2020 CDPH Guidance Related Cohorts
- November 16, 2020 CDPH Guidance for the Use of Face Coverings

COVID-19 School Guidance Checklist

January 14, 2021





Date:	

2021 COVID-19 School Guidance Checklist

	iivalent:
Number of schools:	
Enrollment:`	
Address:	Phone Number:
	Email:
Date of proposed reopening:	
County:	Grade Level (check all that apply)
Current Tier:	\square TK \square 2 nd \square 5 th \square 8 th \square 11 th
(please indicate Purple, Red, Orange or	□ K □ 3 rd □ 6 th □ 9 th □ 12 th
Yellow)	□ 1st □ 4th □ 7th □ 10th
Type of LEA:	_, _, _, _,
This form and any applicable attachments	should be posted publicly on the
an LEA or equivalent has already opened the Purple Tier, materials must additionally officer (LHO), local County Office of Educatem prior to reopening. The email address for submission to the Stain Purple Tier is: K12csp@cdph.ca.gov LEAs or equivalent in Counties with a case submit materials but cannot re-open a schoper 100,000 (adjusted rate) for 5 consecutions.	or equivalent) prior to reopening or if for in-person instruction. For those in be submitted to your local health ation, and the State School Safety at the School Safety for All Team for LEAs are >=25/100,000 individuals can be sool until the county is below 25 cases
an LEA or equivalent has already opened the Purple Tier, materials must additionally officer (LHO), local County Office of Educate Team prior to reopening. The email address for submission to the Stain Purple Tier is: K12csp@cdph.ca.gov LEAs or equivalent in Counties with a case submit materials but cannot re-open a sch	or equivalent) prior to reopening or if for in-person instruction. For those in be submitted to your local health ation, and the State School Safety Ite School Safety for All Team for LEAs Ite >=25/100,000 individuals can at a cool until the county is below 25 cases are days.
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which satisfies requirements for the safe reopening of schools per CDPH <u>Guidance on Schools</u>. For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department: ☐ Stable group structures (where applicable): How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group. Please provide specific information regarding: How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?) If you have departmentalized classes, how will you organize staff and students in stable groups? If you have electives, how will you prevent or minimize in-person contact for members of different stable groups? ☐ Entrance, Egress, and Movement Within the School: How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts. ☐ Face Coverings and Other Essential Protective Gear: How CDPH's face covering requirements will be satisfied and enforced for staff and students. ☐ **Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately. ☐ **Healthy Hygiene Practices:** The availability of handwashing stations and hand sanitizer, and how their safe and appropriate use will be promoted

and incorporated into routines for staff and students.

there is a confirmed case persons to support contact of exposed students and standification of exposed per the local health department Physical Distancing: How for physical distancing of standing of the local health department.	ng of Contacts: Actions that staff will take when Confirm that the school(s) have designated staff at tracing, such as creation and submission of lists staff to the local health department and ersons. Each school must designate a person for ent to contact about COVID-19. We space and routines will be arranged to allow students and staff.
students in classrooms.	
Maximum:	_feet
	_feet. If this is less than 6 feet, please explain why in a minimum of at least 6 feet.
_	y Education: How staff will be trained and families application and enforcement of the plan.
who have symptoms of C COVID-19 will be rapidly to	nool officials will ensure that students and staff OVID-19 or have been exposed to someone with ested and what instructions they will be given ts. Below, please describe any planned periodic g cadence.
Staff asymptomatic testing differ by tier:	g cadence. Please note if testing cadence will
have symptoms of COVID- COVID-19 will be rapidly to	v school officials will ensure that students who -19 or have been exposed to someone with ested and what instructions they will be given ts. Below, please describe any planned periodic sting cadence.
Planned student testing coby tier:	adence. Please note if testing cadence will differ

☐ Identification and Reporting of Cases: At all times, reporting of confirmed positive and suspected cases in students, staff and employees will be consistent with <u>Reporting Requirements</u> .
☐ Communication Plans: How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA.
□ Consultation: (For schools not previously open) Please confirm consultation with the following groups □ Labor Organization Name of Organization(s) and Date(s) Consulted: Name: □ Date: □ Parent and Community Organizations Name of Organization(s) and Date(s) Consulted: Name: □ Date: □ Date:
If no labor organization represents staff at the school, please describe the process for consultation with school staff:
For Local Educational Agencies (LEAs or equivalent) in PURPLE: Local Health Officer Approval: The Local Health Officer, for (state
County) County has certified and approved the CSP on this date: If more than 7 business days have passed since the submission without input from the LHO, the CSP shall be deemed approved. Additional Resources:

Guidance on Schools

Safe Schools for All Hub



Marin County Schools COVID-19 Safety Plan Guidance 2021-22 School Year

Guidance for Developing Your School Site Specific Safety Plan (SSSPP) / COVID-19 Safety Plan (CSP)

- 1. Maintain and update a Multi-disciplinary Task Force formed during prior school year (ie, teachers, custodians, school secretaries, para-educators, parents, students, and administrators) to develop and support this COVID-19 Safety Plan who will meet regularly, will seek and gather input from stakeholders, and will monitor Public Health Information to help adjust and implement the plan based on input from all stakeholders as needed.
- 2. Perform a school site walkthrough with the Task Force of your campus, classrooms, multi-use rooms, and office spaces and use the protocols, guidance and best practices detailed in the Marin County Schools Health and Safety Guidelines as a guide for conducting your assessment.
- 3. Develop and finalize your CSP and train staff before site-based classroom instruction begins.
- 4. Use the template below to create your own CSP by filling in the required details, based on your individual school site/school or district office, to mitigate the transmission of COVID-19, under the guidance of the Marin County Public Health Officer.
- 5. Finalize your CSP to distribute widely to staff and families, and post on your school website, encouraging input, suggestions and questions. You may also post a copy at your school or office at a visible location, at or near the main entrance where students, staff and visitors can easily review it without touching the document. CSPs should be updated if protocols shift under the direction of Public Health.
- 6. Post signs at each of the primary staff and student entrances to inform all students, staff and visitors that they should:
 - Not enter the facility with any COVID-like symptoms; stay home if sick
 - Wear face coverings indoors; and
 - Practice good hand hygiene.

Tools for Developing Your COVID-19 Safety Plan (CSP)

1.COVID-19 Safety Plan Template

The Marin County Office of Education is providing this template that can be used by any school or district in Marin to create their own COVID-19 Safety Plan (CSP). It contains all of the standard content already written for you to apply the Health and Safety Guidelines to your school or school office and prompts you to "fill in the blank" where unique information is required in order to complete your CSP. The template has been reviewed and supported by Marin County's Public Health Officer.

2.School Specific Best Practices

The MCOE Rethinking Schools Task Force is monitoring updated guidance from the Center for Disease Control, the California Department of Public Health, the California Department of Education, and Marin County Public Health to support and promote emerging best practices to share with the school community in Marin. These best practices are based on alignment with local, state and federal guidelines in coordination with the county's Public Health Officer.

*** This COVID-19 Safety Plan has been developed with significant opportunity for public comment and input over the course of the 2020-21 School Year. Ongoing and additional public comment is welcome and encouraged for any future revisions by contacting a site administrator and/or one of the Public Health and Safety Liaisons identified on the CSP. Any comments, questions or concerns may also be forwarded to the Marin County Office of Education's Rethinking Schools Task Force at rapidresponse@marinschools.org.



CONTACT INFORMATION

School Name	Marin's Community	School		
School Type (selec	t One)			
 ☑ Traditional/Alternative Public School ☐ Charter School ☐ Private, Independent or Parochial 				
Public Health and (List Primary and S	Safety Liaisons econdary Contact Info	ormation: Names, En	nails and Office Phon	ne)
Katy Foster kfostermarinschools.org, (415) 491-0581 Lucia Echeverria Madera lemadera@marinschools.org, (415) 491-0581				
	plinary Task Force Modians, secretaries, pai			
Katy Foster, Co-Principal Lucia Echeverria Madera, Administrative Assistant Melina Boyd, MCOE Representative Amie Carter, MCOE Administrator Candice Aguirre, Teacher We are a small school and when our plan needs to be changed, we will consult with staff at our staff meetings and with other stakeholders at regular School Site Council meetings and parent meetings as necessary.				
Principal/ Administrator Name Katy Foster				
Contact Email	kfoster@marinscho	ols.org	Contact Phone	(415) 491-0581

The above Principal/Administrator certifies that all staff and parents have been provided a copy of this CSP, which is posted on the school/district website, and that staff have received training as described in this CSP.

Signature	Katy Foster	Date	08/13/2021
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SPECIFIC CONTROL MEASURES

Please provide as much detail as possible for how you intend to implement each guideline or check the box to indicate that you will adhere to the corresponding Guideline. If you need additional space, please provide an attachment.

Enter your School's protocols below each Guideline. If a Guideline is 'Not currently applicable' or not relevant to your student population, you may enter N/A. Even if 'Not currently applicable', protocol information is welcome.

- 1. All activities are consistent with and will adjust to changing applicable state and local Public Health orders.
 - We will follow MCOE Rethinking Schools team guidelines and monitor and adjust the plan in our staff meetings and/or School Site Council meetings as appropriate.
- 2. Health and safety practices and protocols are in place, including hand washing, appropriate face coverings, and access to essential protective equipment, and up to date student and staff attendance tracking.
 - Any person entering campus must wear a face covering, practice proper physical distancing and wash their hands after passing the health screening. Signage reminding students and staff of Health and Safety Protocols are posted. Access to EPE is available in the front office and all classrooms.
- 3. Training is provided to all staff, students and families reinforcing the importance of health and safety practices and protocols.
 - Staff have been trained on current Health and Safety Protocols set forth by the Marin County Office of Education, including proper hand hygiene and EPE use in the classroom. Students are informed on and instructed to follow all protocols at the beginning of each semester with consistent reminders regarding hand washing, proper facial covering etiquette and physical distancing.
- 4. A primary and secondary point of contact are established, identified and trained at each school site to direct questions or concerns around practices, protocols, or potential exposure. These points of contact will serve as liaisons to Public Health, and contact information is identified in the School Site-Specific Protection Plan (COVID-19 Safety Plan).
 - **Lucia Echeverria Madera,** Administrative Secretary | lemadera@marinschools.org (415) 491-0581 **Katy Foster,** Principal | kfoster@marinschools.org (415) 491-0581
- 5. Plans are implemented for intensified cleaning and disinfecting, including training for all staff and access to cleaning supplies and essential protective equipment, and regular disinfecting of frequently touched surfaces.
 - Staff has been trained on proper EPE use, provided all necessary cleaning items and have access to suggested cleaning schedules. MCS also collaborates with the Maintenance and Operations staff from Marin County Office of Education in order to sanitize and disinfect all necessary areas on the site campus, like bathrooms, classrooms and all high touch areas.



- 6.Parents, caregivers, or guardians should monitor students for symptoms of infectious illness every day through home-based symptom screening, and staff should conduct daily health screening self-assessment.
 - All students, staff and essential visitors are required to pass a Health Screening Questionnaire. Strict guidelines indicate that anyone who does not pass the screening questionnaire or has a temperature of 100.4 or above will need to stay home and asked to monitor symptoms.
- 7. Staff and students who are sick are expected to stay home, and an isolation area is identified for students who begin to exhibit symptoms during the school day, until they can be picked up.
 - <u>Isolation Area 1:</u> Weather and student health permitting, a table and bench outside the main office.
 - Isolation Area 2: If symptoms are extreme or the weather is bad, inside the Motivation Room in Building D.
- 8. Schools and districts will cooperate with Public Health to support testing strategies to mitigate transmission of COVID-19 and provide options for symptomatic testing for students and staff, exposure response testing, and testing for modified quarantine. Testing of students must include appropriate parental permissions obtained in advance. If a fully vaccinated student or staff member develops COVID-like symptoms or has close contact with someone confirmed with COVID-19, testing is recommended.
 - MCOE has provided opportunities to be tested or receive vaccination through Marin Public Health. Staff are not required to be vaccinated, but they are encouraged to be vaccinated or test if symptomatic. Information about testing and vaccination opportunities are shared with our students and family.
- 9. Protocols, actions and template communications are in place for the following COVID-19 related scenarios (link: Marin County Public Health Protocols & Communication Templates for Each Scenario By Tier)
 - A student or staff member either exhibits COVID-19 symptoms or has a temperature of 100.4 or above.
 - A family member or someone in close contact with a student or staff member tests positive for COVID-19.
 - A student or staff member tests positive for COVID-19. Non-vaccinated close contacts need to quarantine. Fully vaccinated close contacts do not need to quarantine.
 - A student or staff member tests negative for COVID-19 after symptoms or confirmed close contact.
- 10. **Not currently applicable:** Physical distancing of six feet is maintained between adults and between adults and students, where practicable; three feet distance is permissible between students within a classroom or instructional area where requirements herein are in practice. Seating charts and attendance records will be maintained.
- 11. **Not currently applicable:** For elementary schools, stable classroom groups (up to standard class size at each respective grade level) are maintained throughout each school day. Limited mixing of students is permissible as long as accurate attendance data is maintained on a daily basis.
- 12. **Not currently applicable:** For middle and high schools, larger stable groups made up of students from more than one classroom may be arranged as long as accurate attendance data for students and adults is maintained on a daily basis while avoiding school wide mixing of students and staff.



- 13. **Not currently applicable:** Where practicable, desks are arranged facing forward to minimize face to face proximity between students.
- 14. **Not currently applicable:** School staff are permitted to visit and instruct more than one classroom group, following physical distancing and face covering protocols, and must document/record visits to classrooms that are not identified as their primary classroom.
- 15. **Not currently applicable:** Routes for entry and exit to the campus will be designated for each classroom group, using as many entrances/exits as feasible.
- 16. **Not currently applicable:** Schedules for arrivals, recess and lunch will be strategically coordinated to prevent mixing of classroom groups.
- 17. Not currently applicable: Congregate movement through hallways will be minimized as much as practicable.
- 18. Not currently applicable: Large gatherings (i.e., school assemblies) are currently prohibited.
- 19. **Not currently applicable:** The use of outdoor space for instructional purposes is maximized, shared, and coordinated to ensure students remain in their classroom groups. **Applicable:** Schools should assess indoor air quality and implement strategies that increase the amount of outdoor air brought into buildings, optimize current HVAC systems and supplement with portable air cleaners when practicable. Keep windows and other sources of natural ventilation open to the greatest extent possible. In the event of poor air quality updated School Air Quality Recommendations should be followed.
- 20. **Not currently applicable:** Use of shared playground equipment will be limited in favor of physical activities that require less contact with surfaces. If used, outdoor playgrounds/natural play areas only need routine maintenance.
- 21. **Not currently applicable:** Use of non-classroom space for instruction such as gymnasiums and multi-use rooms should be considered to support physical distancing with cleaning between uses.
- 22. **Applicable:** Meals will be served outside as much as possible. **Not currently applicable:** Classrooms or other spaces in addition to cafeterias or dining rooms will be utilized to maximize physical distancing while eating, with individually plated or bagged meals as much as practicable.
 - Students at MCS routinely eat outside and have ample room to be physically distant.
- 23. **Not applicable:** Routines and schedules will be developed to enable students and staff to regularly wash their hands at staggered intervals.
- 24. All staff as well as all students are required to wear face coverings based on the direction of public health (indoors and outdoors), unless there is a medical or behavioral contraindication or exemption. Students from grades TK 2 should be supported and taught how to wear them properly, and specific outdoor and appropriately distanced activities may be scheduled for students at all grade levels to remove face coverings for brief periods of time.
 - All staff and students are required to wear a masks at all times with no exceptions. During breaks, while outside and with ample physical distancing, students are allowed to remove their masks for a short period.



- 25. Training will be provided for staff and students on proper use of face coverings which will include instruction to minimize touching of face coverings, and how to ensure a proper fit.
 - Videos from Marin Health and Human Services that show how to properly wear face coverings have been shared with students and staff. Select students also participated in student videos stressing the importance of wearing a face covering. Signage and resources from the CDC are also available to students and staff.
- 26. **Not currently applicable:** Sharing of supplies, manipulatives, toys, sports equipment, and other learning and recreational materials will be limited and each student will have separate individually labeled boxes or cubbies.
- 27. **Not currently applicable:** Sharing of electronic devices, clothing, books and other games or learning aids will be avoided as much as practicable.
- 28. **Not currently applicable:** Use of physical barriers (e.g. privacy boards or clear screens) may be considered but should not replace other measures herein.
- 29. Non-essential visitors, including parent volunteers will be limited. Essential workers will be required to adhere to all health and safety guidelines. Any substitutes, contractors, visitors or volunteers working directly with students should be fully vaccinated.
 - Should an essential outside visitor need to access the campus or office, they would need to wear a face covering, practice proper physical distancing and follow all protocols. Vaccination verification is done prior to their arrival to the campus. The Health Screening questions will be asked and a list of staff members that had possible close contact will be documented. Any substitutes, contractors, visitors or volunteers working directly with students will be asked if they are fully vaccinated and will not work face-to-face with students unless they are.
- 30. All eligible students and staff should get vaccinated as soon as possible and are required to verify their vaccination status. Staff that are not fully vaccinated are required to be tested weekly. Staff and student vaccination rate data (the percentage of staff and students who are fully vaccinated) should be published and posted on the school website no later than October 1, 2021, and will be updated no less than on a monthly basis. Vaccination status of individual students and staff will not be made public. (Note: State Public Health Order for vaccination requirement is anticipated).
 - We are sending out communication to our parents, students and staff about vaccination opportunities as well as information regarding testing. We will collect the vaccination status verification as students complete the fall enrollment process. Our HR department has collected information for staff.
- 31. Other School related youth activities (ie. student transportation, sports, music, drama, after school care, etc.) will follow updated CDPH guidance (pending).
- 32. A <u>School Site-Specific Protection Plan</u> (SSSPP) / COVID Safety Plan (CSP) outlining the above measures is completed, posted and updated on school or district websites and shared with all staff and families. Schools should update SSSPPs / CSPs as state and local Public Health guidance changes.

MCS SSSPP_Rev. 08.13.2021

Final Audit Report 2021-08-27

Created: 2021-08-26

By: Lucia Echeverria Madera (lemadera@marinschools.org)

Status: Signed

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AGREEMENT

Pursuant to Sections 3540-3549

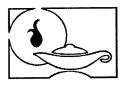
of the

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 CHAPTER #327



2018-2021

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AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by an 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, Chapter #327 ("Association").
- 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.
- 2.2 The designated classified unit consists of all classified employees excluding: anyposition designated management/confidential as shown in Appendix "A"; 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.
- All newly created positions except certificated, management, confidential, or supervisory positions shall be assigned by the Superintendent to the appropriate bargaining unit.

ORGANIZATIONAL SECURITY

3.1 <u>Organizational Security</u>

- 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 paydues 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 service 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 exemption 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 or shall authorize payroll deduction of such payments.

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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 employees 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 a 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: 12/12/00

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 June 1st.
- 4.1.2 The Superintendent/Governing Board shall adopt its initial proposals no later than July 30th.
- 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 Agenda

- 4.2.1 The agenda for each meeting shall be determined at the previous meeting.
- 4.2.2 Each agenda item shall remain on subsequent agendas until resolved or tabled by mutual consent.

4.3 Reporting

4.3.1 Each party shall keep its own notes and no attempt shall be made to jointlywork out complete minutes of the meetings.

4.4 Agreement

4.4.1 Agreement reached on agenda items shall be initialed or signed byrepresentatives 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.

4.4.2 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.

4.5 Release Time

- 4.5.1 The Superintendent/Governing Board will provide a maximum of one-hundred seventy-five (175) hours of release time per school year (July 1-June 30).
- 4.5.2 Such release time shall be used by Association representatives for tabletalk, negotiation sessions, and other Association business.
- 4.5.3 The Association will notify the Superintendent/Governing Board, in writing, prior to each use in adequate time to provide for supervisor notification and substitutes.
- 4.5.4 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.

4.6 Distribution of Contract

- 4.6.1 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.
- 4.6.2 In addition, the Association shall receive, without charge, sufficient copies of the contract to distribute to new employees who are members of the unit.
- 4.6.3 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 12/14/04 (4.1.1;4.1.2)

SALARIES AND FRINGE BENEFITS

- 5.1 The salary schedule for 2018-2019, 2019-2020 and 2020-2021 shall be set forth in Exhibit B. This represents a 3% increase effective July 1, 2018, a 3% increase effective July 1, 2019 and a 3% increase effective July 1, 2020.
- 5.2 The Superintendent/Governing Board will pay the premium, for unit members working half-time or more, for medical/dental/vision/life insurance coverage, in an amount not to exceed \$1,105.00 per employee per month effective October 1, 2018. The actual amount is dependent upon the coverage selected by the employee. With the exception of dental coverage and vision, it is understood that members of the bargaining unit shall request only that coverage actually needed.

Effective January 1, 2005, the Superintendent/Governing Board will pay the premium for medical, dental, vision, life for unit members working 30 hours per week or more hired after January 1, 2005 in an amount not to exceed \$1,105.00 per employee per month. For those unit members hired after January 1, 2005 working less than 30 hours, premium for medical, dental, vision, life will be paid at a prorated rate to the 30 hours. (ie: for unit members working 27 hours/week the Superintendent/Governing Board will pay 90% of said premium; for unit members working 25 hours/week, the Superintendent/Governing Board will pay 83% of said premium, etc.) With the exception of dental coverage and vision, it is understood that members of the bargaining unit shall request only that coverage actually needed.

Eligibility for medical/dental/vision/life insurance coverage shall begin the first of the month following two full months of employment.

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. The waiver and certification shall be placed in the employee's personnel file. Each Association 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. Association 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, 2005, there will be no compensation in lieu of benefits for unit members hired after January 1, 2005. Only employees receiving cash-in-lieu of benefits as of December 31, 2004 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.

- 5.3 The employee's share of dependent coverage of 10 month employees will be collected in 10 months for 12 months coverage.
- 5.4 Effective July 1, 2003, career service increments, based on date of hire, shall be paid to all unit members on the following basis:

\$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

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

\$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 (1) career service increment. Any employee will receive a career service increment only in a month in which they are in paid status. The full amount of the career service increment shall be paid all regular employees who work one-half time or more and pro-rated for those who work less than half time.

- 5.5 The Superintendent/Governing Board will provide medical coverage only for the retired employee only on the following basis:
 - 5.5.1 After ten (10) years of continuous employment with the Marin County Office of Education, fifty percent (50%) of the annual premium not to exceed \$51.06 per month.
 - 5.5.2 After fifteen (15) years of continuous employment with the Marin County Office of Education, one-hundred percent (100%) of the annual premium not to exceed \$102.12 per month.
 - 5.5.3 Benefits will be paid between the ages of 55 and 65.
 - 5.5.4 This article must be renegotiated each year and will not be considered one of the reopeners allowed in Article 16, <u>TERM</u>, for either party.
 - 5.5.5 A retiree is a person who is receiving retirement benefits from either PERS, STRS, or the Marin County Retirement System.
 - 5.5.6 In the event that a retired employee moves out of the service area for all current health care providers, the medical-only payment allowed for in 5.5.1 or 5.5.2 shall be paid directly to the medical insurance provider of the retiree's choice.
- An employee who, after employment, is required to gain specific skills to continue in an assignment shall receive compensation as follows:
 - 5.6.1 When training occurs during the employee's regularly assigned working hours, the employee shall be paid his/her regular rate of pay and regular benefits.
 - 5.6.2 When the training occurs at any other than the regularly assigned working hours or workdays, the employee shall receive compensation at his/her regular rate of pay.
 - 5.6.3 The employee shall be reimbursed for instructional fees.
 - 5.6.4 This provision shall take effect only upon prior approval and written direction by the Superintendent. The request shall be made by the employee in writing.

5.7 Professional and Personal Growth

5.7.1 MCOE shall annually contribute zero point one percent (0.1%) of classified salaries (for 1993-94 = \$2,329) to a fund for Professional and Personal growth, effective July 1, 1993. All bargaining unit employees who are permanent shall be eligible to request funds to cover fees associated with the attendance of seminars, trainings, adult education programs, or college courses.

5.7.2 A joint committee of CSEA and management will be established for the purpose of developing application and fee approval rules. This committee may also convene as the need arises to review applications for fund disbursement.

5.8 State Disability Insurance Benefits

- 5.8.1 The State Disability Insurance (SDI) program will be made available for all CSEA unit members, in accordance with State Disability Insurance regulations.
- 5.8.2 State Disability Insurance premiums shall be paid by the employee.
- 5.8.3 State Disability Insurance benefits will be integrated with other benefits in the following manner: An employee's sick leave pay shall be reduced by the amount received from SDI. In order to determine the amount of reduction a copy of the check(s) and stub(s), as received by the employee from SDI, shall be immediately submitted to the Business Office. The adjustment will be made at the next pay period unless it is estimated that the pay will not be sufficient to cover the cost. In such case, the employee will submit a check to the Business Office to bring their account current. Sick leave will be charged proportionate to the amount paid by the Superintendent/Governing Board. No SDI reduction will be made from vacation pay.
- 5.8.4 An employee may choose not to receive any sick leave pay in addition to SDI benefits. In such case the employee would continue to receive fringe benefits for the period that the employee receives SDI benefits.
 - This shall not work to extend the differential sick leave provided for in Article 8, Section 8.2.5.
- 5.9 Current regular employees who work less than eight hours a day, twelve months a year hired for substitute or extra-hire assignments in the same class shall be paid at their regular rate of pay and accrue proper seniority for limited term hours worked.

Revised 7/13/99, 7/7/15 (5.1, 5.4) Revised 12/12/00, 12/14/04, 7/14/09, 11/8/11, 6/12/12, 8/12/14 (5.1, 5.2) Revised 11/18/03 (5.1, 5.2, 5.4) Revised 12/11/07, 9/24/10, 6/11/13, 2/10/15 (5.1) Revised 6/29/18 (5.1 and 5.2)

HOURS OF EMPLOYMENT

- 6.1 The workweek for full-time employees shall consist of five (5) consecutive days, eight (8) hours per day, exclusive of the daily lunch period, and forty (40) hours per week.

 Nothing in this contract 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.
- 6.2 The working hours of part-time employees shall be scheduled to fall within a consecutive five-day period.
- 6.3 The length of the workday for each classified assignment shall be designated by the management. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours per day which shall not be less than two hours per day.
- 6.4 The arrival and departure time for each employee in the bargaining unit shall be determined by management.
- 6.5 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.

6.6 Overtime

- 6.6.1 Overtime is defined as any time required bymanagement to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one workweek, or in excess of any five (5) consecutive days.
- 6.6.2 Any employee may be required to work in excess of the regular established hours of work when so requested by management, except in cases of personal emergency. This extra work may be required on any day, including Saturdays, Sundays, and holidays.
- 6.6.3 If any employee is called back to work after he/she has worked eight (8) hours and has left his/her place of employment, or if any employee is called to work after he/she has worked five (5) consecutive days, he/she is guaranteed a minimum of two (2) hours employment.
- 6.6.4 Compensation for overtime will be paid in wages or in compensatory time off. Scheduling of compensatory time off will be at the employee's discretion, and with the approval of management.

Compensatory time off will be computed at one and one-half times the overtime worked and must be taken within the same pay period in which it was earned. 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.

- 6.6.5 Part-time employees will be eligible for overtime as follows:
 - Overtime for part-time employees is defined as any time over five (5) consecutive days, or eight (8) hours per day, exclusive of the daily lunch period, or (40) hours per week. Part-time employees will receive compensation for overtime as set forth in sections 6.6.1, 6.6.2, 6.6.3, and 6.6.4.
- 6.7 For the purpose of layoffs, effective July 1, 2005, seniority will be determined by date of hire. In the event of the same day of hire, seniority will be determined by drawing lots.

For those employees hired prior to March 1, 2005, seniority list order shall remain the same as last listed on seniority list determined as of February 28, 2005. Employees hired after March 1, 2005 and prior to July 1, 2005 will be added to the appropriate job classification list, according to their number of hours.

HOLIDAYS/WINTER RECESS

7.1 Unless otherwise provided by the Superintendent/Governing Board or by law, holidays/ winter recess with full pay shall be granted annually for all regular employees on the following days:

July 4 Independence Day Holiday

September (1st Monday) Labor Day

September 9 Admission Day (to be taken on December 31)

November 11 Veteran's Day November (4th Thursday) Thanksgiving

November (4th Friday) Day after Thanksgiving

December 24 Winter Recess

December 25 Christmas Day Holiday

December 26 Winter Recess
December 27 Winter Recess
December 28 Winter Recess
December 29 Winter Recess
December 30 Winter Recess

December 31 In lieu of Admission Day
January 1 New Year's Day Holiday
January (3rd Monday) Martin Luther King, Jr. Day

February 19 Lincoln Day
February 23 Washington Day
May (last Monday) Memorial Day

- 7.2 Such other days, or portions of days as may be designated by the Superintendent/ Governing Board, the Governor of California, the President of the United States, or other proper authority. This provision shall not be interpreted to include regular holidays for state or federal employees such as Columbus Day, Admission Day, etc., unless specifically enumerated in this Article.
- 7.3 Except as provided in section 7.5 below, 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 Actual holidays will be placed on the school calendar by the Superintendent/Governing Board.
- 7.5 The Christmas, December 31, and New Year's Day holiday will be placed on the Marin County Office of Education calendar each year in combination with six (6) winter recess days and no more than two (2) vacation days to provide for the Marin County Office of Education to be closed for the two-week winter recess. Employees will be required to use accrued vacation during this time. If an employee does not have sufficient vacation accrual, the required time off will be unpaid. One additional vacation/unpaid day may be required for employees who were not in paid status on Admission Day.

LEAVES OF ABSENCE

8.1 Vacation Leave

- 8.1.1 Each 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 eight (8) hours per day, five (5) days per week, twelve (12) months per year. Part-time for purposes of this article means less than 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 school 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 (5) 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 eleven (11) 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 thirteen (13) 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 sixteen (16) 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-one (21) working days per year.
 - 8.1.1.5 Each part-time employee will receive vacation credit pro rata to full-time employees. (See Appendix E for examples.)
- 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.

The Christmas, December 31, and New Year's Day holiday will be placed on the Marin County Office of Education calendar each year in combination with six (6) winter recess days and no more than two (2) vacation days to provide for the Marin County Office of Education to be closed for the two-week winter recess. Employees will be required to use accrued vacation during this time. If an employee does not have sufficient vacation accrual, the required time off will be unpaid. One additional vacation/unpaid day may be required for employees who were not in paid status on Admission Day.

- 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 dutyimmediately 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.
 - 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 therate 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, compensatorytime, 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. In the event of the retirement of an employee, and pursuant to the statutes and regulations of the Public Employees Retirement System, accumulated unused sick leave may be used as a credit to the Public Employees Retirement System.
- 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 therefore 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 ofhours 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 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, domestic partner, 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, in his/her discretion, grant a leave of absence without pay.

8.5 <u>Personal Necessity</u>

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 Paternity leave for any male classified employee for the birth of a child to his wife or the birth of a child whom he fathered. Paternity leave shall be taken immediately before, during, or after the birth of the child.
- 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 <u>Leave of Absence Without Pay</u>

- 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 workprior 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 offfor lack of work or lack of funds on the date his/her leave expires.

8.10 Maternity 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:
 - 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 to be 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.
 - 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.
 - 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; <u>or</u>, 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 (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.

8.15 Catastrophic Leave

- 8.15.1 When a unit member has a catastrophic illness or injury as confirmed by a physician and has exhausted his/her sick leave, he/she may request the Association to take the necessary steps to implement the Catastrophic Illness Leave Program.
- 8.15.2 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.

- 8.15.3 The Association will present the request to the Superintendent or her Designee. The request will consist of the following documents:
 - 8.15.3.1 A written request by the employee or his/her Designee including the number of days requested which may not exceed 160 hours during a school year.
 - 8.15.3.2 A physician's verification of the unit member's catastrophic illness or injury including an anticipated date of return to work.
- 8.15.4 In no case, may the number of days requested cause the employee to exceed the total of 100 days of extended sick leave under California Education Code.
- 8.15.5 In order to participate in the Catastrophic Illness Leave Program as a donor, Probationary/Permanent unit members must retain 160 hours or the equivalent of 20 work days in their sick leave bank.
- 8.15.6 Probationary/Permanent unit members may donate a minimum of 4 hours and a maximum of 40 hours per school year.
- 8.15.7 MCOE will verify the sick leave for unit members making the request to access sick leave days as well as the potential donors.
- 8.15.8 The Association will inform unit members of individual requests and secure written donations.
- 8.15.9 MCOE will make the necessary transfers of sick leave.
- 8.15.10 The Superintendent or her Designee may allow modification of the definition of 8.15.2 defining catastrophic illness or injury under special circumstances.
- 8.15.11 Decisions of the Superintendent or her Designee shall not be subject to ARTICLE 13: Grievance Procedure of this Agreement.

Revised 6/9/98, 11/18/03, 6/11/13 (8.4.1)

Revised 11/18/03 (8.5.1.7)

Revised 7/7/15 (8.15)

TRANSFERS

9.1 Policy

9.1.1 The Superintendent has the final authority to transfer employees subject to the procedures hereto agreed upon in this Agreement.

9.2 Definitions

- 9.2.1 <u>Transfer:</u> A transfer is defined as movement from one position to another position within the same class/position title or a related class/position title within the same labor grade. The Director of Classified Personnel shall determine whether classes/position titles are sufficiently related to permit transfer between them. Decisions of the Director of Classified Personnel are subject only to appeal to the Personnel Commission.
- 9.2.2 <u>Employee:</u> Refers to any employee who is included in the bargaining unit covered by this Agreement.
- 9.2.3 <u>Business Day:</u> Any day the Marin County Office of Education is open for business.
- 9.2.4 <u>School Year:</u> From the first scheduled workday through the last scheduled workday as shown on the school year calendar adopted by the Superintendent/Governing Board.
- 9.2.5 <u>Institutional Incompatibility:</u> Refers to a situation wherein the personnel of a jail, hospital, or juvenile facility request the transfer of a Marin County Office of Education employee because of incompatibility between the host institution and the county office employee.

9.3 Conditions

- 9.3.1 Transfers may be initiated by either management or an employee as provided below.
- 9.3.2 Transfers shall not change the employee's salary rate, anniversary date, seniority, accumulated sick leave, accumulated vacation credit, or health, dental, vision, or life insurance benefits.

9.3.3 Vacancies shall be filled from transfer requests on file as provided below and/or from eligibility lists in accordance to the rules and regulations of the Personnel Commission.

9.4 Procedures

9.4.1 Employee-Initiated Transfer

- 9.4.1.1 Transfer requests shall be made in writing to the director of Classified Personnel using the transfer request form (Appendix F).
 - 9.4.1.1.1 Once offered a transfer opportunity, the employee must make a decision within three working days.
- 9.4.1.2 Any employee who has requested a transfer shall have his/her name considered for all transfers in the same class (same position, title and salary) for one year from the date of receipt of the written request.
- 9.4.1.3 All requests for transfer shall be considered on the basis of, but not limited to, the following criteria:
 - 9.4.1.3.1 Seniority of the employee in his/her current class/position title.
 - 9.4.1.3.2 Past working experience.
 - 9.4.1.3.3 Special qualifications or skills.
 - 9.4.1.3.4 Satisfactory job performance as identified by the performance appraisal.
- 9.4.1.4 Should applicants with approximately equal qualifications request the same vacant position, seniority will determine the choice.
- 9.4.1.5 If a transfer request is denied, the employee shall upon request made within ten (10) business days of the filling of the position, be provided with the specific reason(s) for the denial.

- 9.4.1.6 A permanent employee who transfers to a position in which he/she has not previously served may be returned within six (6) months by the Superintendent to his/her former position without right of appeal unless such action results in reduction in assigned time whereupon the employee will have the same appeal rights as an employee who is demoted or dismissed for cause.
- 9.4.1.7 Medical reassignment: The Superintendent may give alternate work, if the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral reassignment to a related class/position title.

9.4.2 <u>Administration-Initiated Transfer</u>

- 9.4.2.1 During the regular school year, before making an administrative transfer, the appropriate department head or administrator shall meet and discuss the proposed transfer with the affected employee(s). Release time for such a meeting shall be provided the employee(s) if necessary.
- In all cases other than the regular school year or when the employee(s) affected are not scheduled to be working, an employee to be administratively transferred shall be given ten (10) business days notice by mail to their last address of record provided, however, in urgent and unusual situations which may arise, such notice shall be given as circumstances permit. During said ten (10) business day period, the employee has the right to discuss the proposed transfer with the appropriate department head or administrator. In the event the employee will not be available during such non-work times, the employee may designate, in writing, another individual to represent them.
- 9.4.2.3 If the employee is transferred, the employee may upon written request within ten (10) business days of the transfer, be provided, in writing, the specific reason(s) for the transfer.

9.4.3 Institutional Incompatibility

9.4.3.1 When the involuntary transfer is due to institutional incompatibility, the program administrator shall request from the host institution a statement as to the reasons for the request in writing.

- 9.4.3.2 If the host institution offers the written reasons, these shall be shared with the unit member being transferred and the unit member shall have the opportunity to respond.
- 9.4.3.3 A notice of the created vacancy will be posted to encourage employee-initiated transfers.
- 9.4.3.4 Should no employee-initiated requests to transfer to the position left vacant be received, persons with the lowest seniority, but with institutional qualifications, will be selected to transfer into the vacancy.
- 9.4.3.5 Anyemployee 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 employee shall have the right to discuss the proposed transfer with the program administrator.
- 9.4.3.6 The employee being transferred may request to transfer to a vacant position after having the opportunity to review the new assignment.
- 9.4.3.7 During the regular school year, the employee shall be given one (1) release day to visit the new assignment.

Revised 6/9/98 (9.2.5, 9.4.3, 9.4.3.1, 9.4.3.2, 9.4.3.3, 9.4.3.4, 9.4.3.5, 9.4.3.6, 9.4.3.7) Revised 12/14/04 (9.4.1.3.4) Revised 9/13/05 (9.4.1.1, 9.4.1.1.1)

INSERVICE TRAINING

10.1 <u>Inservice Training</u>

- 10.1.1 All classified employees having a minimum of twelve (12) months of active employment, inclusive of summer school, with the Marin County Office of Education shall be entitled to (1) paid release day each school year for the purpose of Inservice Training.
- 10.1.2 Physical Therapists, Occupational Therapists and Licensed Vocational Nurses shall have available \$60.00 per year for authorized expenses to be used in conjunction with the Inservice Day.
- 10.2 For the purposes of this Article, a "business day" shall be defined as any day which the Marin County Office of Education is open. A "release day" is defined as the number of hours equivalent to the employee's current assignment.
- 10.3 Release for Inservice Training shall be subject to the following conditions:
 - A written request for an inservice release day shall be submitted by the employee to the supervisor at least fifteen (15) business days prior to inservice attendance. The request shall describe the inservice activity and the relevance of the inservice activity to the current job assignment.
 - The supervisor shall, within five (5) business days after receipt of the written request, recommend approval/disapproval and forward the request to the appropriate Assistant/Deputy Superintendent.
 - 10.3.3 The Assistant/Deputy Superintendent shall within five (5) business days of receipt of the request approve/disapprove the request. In the case of disapproval the Assistant/Deputy Superintendent shall indicate his/her reasons(s).
 - The decision of the Assistant/Deputy Superintendent shall be final and not subject to provisions of Article 13, Grievance Procedures.
- Inservice days shall be limited to one (1) day per year for eligible employees and shall not be cumulative from year to year.
- 10.5 Inservice Training release days may be denied if a substitute cannot be obtained.
- 10.6 Nothing in this article shall limit Management's rights to schedule or assign Inservice Training for employees covered by this agreement subject to other relevant articles in this contract.

Revised 6/9/98 (10.1.1), 12/12/00 (10.1.1)

SAFETY

- 11.1 All employees shall endeavor to maintain safe and sanitary conditions in their work areas of responsibility.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 The Association will receive a copy of any Occupational Safety and Health Administration (OSHA) reports made about any of the facilities where members of the bargaining unit work.
- 11.6 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.
- 11.7 All unit members will annually be offered the opportunity to participate in necessary health related safety trainings that may include, but is not limited to: Compression only CPR and safe lifting techniques.

Revised 6/29/18 (11.7)

EVALUATION

- 12.1 All regular classified employees shall be evaluated, by their most immediate supervisor who is management, in accordance with the following schedule:
 - 12.1.1 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.
 - 12.1.2 Regular permanent employees shall receive a formal written evaluation each year on or about their anniversary date.
 - 12.1.3 Notwithstanding provisions of Sections 12.1.1 and 12.1.2 herein, any employee whether probationary or permanent, may be evaluated for unsatisfactory service at any time.
 - 12.1.4 For purposes of this Section 12.1.3 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.
- 12.2 Evaluations shall be made on the forms attached to this Agreement as Appendix D. 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 request the teacher(s) with whom they work to be present during the evaluation conference. It is understood that it is at the teacher's discretion whether or not he/she will attend any such conference. The employee may attach comments to the evaluation form if he/she does so within ten (10) business days following the evaluation interview.
- 12.3 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.
- 12.4 Negative evaluations must be accompanied by specific recommendations for improvement.
- 12.5 All evaluations shall provide an opportunity for discussion between the employee and evaluator.
- 12.6 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.

GRIEVANCE PROCEDURE

13.1 Definitions

- 13.1.1 A grievance is an allegation by a grievant that he/she has been affected by a violation of the specific provisions of this agreement.
- 13.1.2 A grievant is one or more employees of the Marin County Office of Education who are members of this bargaining unit.
- 13.1.3 A business day is one in which the Marin County Office of Education is open for business.
- 13.1.4 Immediate supervisor is the lowest level administrator who has been designated by management to adjust grievances and who has immediate jurisdiction over the grievant.

13.2 Levels

13.2.1 Informal Level

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

13.2.2 Formal Level

13.2.2.1 Step I

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).

- 13.2.2.1.2 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.
- 13.2.2.1.3 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.
- 13.2.2.1.4 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.

13.2.2.2. Step II

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.

),

13.2.2.2.2 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 of his/her designee cannot agree on the arbitrator from the list, each party shall alternately strike names until one name remains.

13.2.2.2.3

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.

13.2.2.2.4

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.

13.3 Miscellaneous

- 13.3.1 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 13.3.2 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.
- 13.3.3 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.
- 13.3.4 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.
- 13.3.5 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.
- 13.3.6 Any time limit may be extended only by mutual agreement in writing.
- 13.3.7 The Association representative shall be provided with release time, as indicated in Article 4, Section 4.5 of Release Time, to assist in the preparation and process of grievance.

SAVINGS

14.1 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.

COMPLETION OF AGREEMENT

15.1 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.

TERM

16.1 The term of the agreement shall be from July 1, 2018 to and including June 30, 2021.

16.2 Reopeners:

This agreement may be reopened for the 2021-2022 school year by the Superintendent/Governing Board or the Association by notifying the other party by June 1, 2021. Negotiations will be limited to:

16.2.1 By the Association

Article 5: Salaries and Fringe Benefits Two

(2) additional articles

16.2.2 By the Superintendent/Governing Board

Article 5: Salaries and Fringe Benefits

Two (2) additional articles

This Agreement represents the completion of Collective Bargaining for 2018-2021. All other issues subject to Collective Bargaining are hereby withdrawn by both parties. All other provisions of the 2015-2018 Collective Bargaining Agreement will remain in effect.

Revised 7/13/99 (16.1)

Revised 12/12/00, 11/18/03, 12/14/04, 10/12/10, 11/8/11, 6/12/12, 7/7/15 (16.1, 16.2)

Revised 9/13/05 (16.1, 16.2, 16.2.1., 16.2.2)

Revised 7/14/09 (16.1, 16.2.1., 16.2.2) (16.2.3) Revised 6/28/18 (16.1 and 16.2)

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MARIN COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #327

The Marin County Superintendent of Schools/Marin County Board of Education and the California School Employees Association (CSEA Chapter #327) do hereby agree to the following changes to the 2018-2021 Agreement subject to the ratification by the members of the Association and approval by the Superintendent/Governing Board.

ARTICLE 5

SALARIES AND FRINGE BENEFITS

- 5.1 The salary schedule for 2018-2019, 2019-2020 and 2020-2021 shall be set forth in Exhibit B. This represents a 3% increase effective July 1, 2018, a 3% increase effective July 1, 2019 and a 3% increase effective July 1, 2020.
- 5.2 The Superintendent/Governing Board will pay the premium, for unit members working half-time or more, for medical/dental/vision/life insurance coverage, in an amount not to exceed \$1,105.00 per employee per month effective October 1, 2018. The actual amount is dependent upon the coverage selected by the employee. With the exception of dental coverage and vision, it is understood that members of the bargaining unit shall request only that coverage actually needed.

Effective January 1, 2005, the Superintendent/Governing Board will pay the premium for medical, dental, vision, life for unit members working 30 hours per week or more hired after January 1, 2005 in an amount not to exceed \$1,105.00 per employee per month. For those unit members hired after January 1, 2005 working less than 30 hours, premium for medical, dental, vision, life will be paid at a prorated rate to the 30 hours. (ie: for unit members working 27 hours/week the Superintendent/Governing Board will pay 90% of said premium; for unit members working 25 hours/week, the Superintendent/Governing Board will pay 83% of said premium, etc.) With the exception of dental coverage and vision, it is understood that members of the bargaining unit shall request only that coverage actually needed.

LEAVES OF ABSENCE

8.4 Bereavement Leave

8.4.1 A regular employee shall receive necessary leave of absence with pay, not to exceed three days or five days for 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 the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, domestic partner 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.

ARTICLE 11

SAFETY

11.7 All unit members will annually be offered the opportunity to participate in necessary health related safety trainings that may include, but is not limited to: Compression only CPR and safe lifting techniques.

ARTICLE 16

TERM

- 16.1 The term of this Agreement shall be from July 1, 2018 to and including June 30, 2021.
- 16.2 Reopeners:

This agreement may be reopened for the 2021-2022 school year by the Superintendent/Governing Board or the Association by notifying the other party by June 1, 2021. Negotiations will be limited to:

16.2.1 By the Association

Article 5: Salaries and Fringe Benefits

Two (2) additional articles

16.2.2 By the Superintendent/Governing Board

Article 5: Salaries and Fringe Benefits

Two (2) additional articles

The Agreement represents the completion of Collective Bargaining for 2018-2021. All other issues subjected to Collective Bargaining are hereby withdrawn by both parties. All other provisions of the 2015-2018 Collective Bargaining Agreement will remain in effect.

IN WITNESS WHERE OF, the parties hereto have executed the Agreement on the date and year written below.

California School Employee Association	Marin County Office of Education
Date:	Date: 6/3/8
Vicki Ascher, President	Mary Jane Burke
CSEA Chapter #327	Marin County Superintendent of Schools
Adriane Lommel,	David Hellman, President
Negotiations Team Member	Marin County Board of Education
Terri Nadell,	
Negotiations Team Member	
Christine Franceschi,	
Negotiations Team Member	
Markey Lees	

CSEA Labor Relations Representative

DESIGNATED MANAGEMENT/CONFIDENTIAL POSITIONS

In accordance with California Government Code Section 3540.1(g), the Superintendent/Governing Board designates the following positions as Management:

Superintendent

Deputy Superintendent

Assistant Superintendent

Assistant to the Superintendent

Director

Coordinator

Program Manager I

Program Manager II

Principal

Psychologist

Outdoor Education Leader

Management Assistant

Credentials Analyst

Senior Systems Programmer Analyst

Director, General Services

Accountant

Personnel Director

Business Services Manager

Project Director

Project Coordinator

Project Manager I

Project Manager II

Project Consultant

Project Specialist

Project Leader

In accordance with California Government Code Section 3540.1(c), the Superintendent/Governing Board designates the following positions as Confidential:

Secretaries to the Superintendent

Secretaries to the Deputy Superintendent

Secretaries to the Assistant Superintendent

Secretaries to the Assistant to the Superintendent

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2018-2019 EFFECTIVE JULY 1, 2018

LABOR GRADE		SALARY RANGE#	STEP I	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	2,794 16.12	2,934 16.92	3,081 17.77	3,235 18.66	3,397 19.59
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	2,934 16.92	3,081 17.77	3,235 18.66	3,397 19.59	3,567 20.58
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	3,081 17,77	3,235 18.66	3,397 19,59	3,567 20.58	3,745 21.6
4	RECEPTIONIST CLERK	30	3,235 18.66	3,397 19.59	3,567 20.58	3,745 21.6	3,933 22.68
5	(VACANT)	32	3,397 19.59	3,567 20.58	3,745 21.6	3,933 22.68	4,129 23.82
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	3,567 20.58	3,745 21.6	3,933 22.68	4,129 23.82	4,335 25.01
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/WELDING TECH. ORG/VOLUNTEER SERVICES NATURALIST	36 I.	3,745 21.61	3,933 22.69	4,129 23.82	4,335 25.01	4,553 26.27
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	3,933 22.69	4,129 23.82	4,335 25.01	4,553 26.27	4,780 27.58
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	4,129 23.82	4,335 25.01	4,553 26.27	4,780 27.58	5,019 28.95
10	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	4,335 25.01	4,553 26.27	4,780 27.58	5,019 28.95	5,269 30.41
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	4,553 26.27	4,780 27.58	5,019 28.95	5,269 30.41	5,533 31.92

12	(VACANT)	46	4,780	5,019	5,269	5,533	5,810
			27.58	28.95	30,41	31.92	33.52
13	OCCUPATIONAL TRAINING ASSISTAN	48	5,019	5,269	5,533	5,810	6,101
			28.95	30.41	31.92	33.52	35.2
14	IS SUPPORT TECHNICIAN	50	5,269	5,533	5,810	6,101	6,406
	BUSINESS EDUCATION LIAISON		30.41	31.92	33.52	35.2	36,96
15	(VACANT)	52	5,533	5,810	6,101	6,406	6,726
			31.92	33.52	35.2	36.96	38.8
16	(VACANT)	54	5,810	6,101	6,406	6,726	7,063
			33.52	35.2	36,96	38.8	40.75
17	IS SPECIALIST	56	6,101	6,406	6,726	7,063	7,415
			35.2	36.96	38.8	40.75	42,78
18	(VACANT)	58	6,406 36,96	6,726 38.8	7,063 40.75	7,415 42.78	7,786 44,92
			30,96	30.0	40.75	12.70	77.72
19	(VACANT)	60	6,726	7,063	7,415	7,786	8,175
			38.8	40.75	42.78	44.92	47.16
20	(VACANT)	62	7,063	7,415	7,786	8,175	8,584
			40.75	42.78	44.92	47.16	49.52
21	(VACANT)	64	7,415	7,786	8,175	8,584	9,014
			42.78	44.92	47.16	49.52	52
22	OCCUPATIONAL THERAPIST	66	7,786	8,175	8,584	9,014	9,464
			44.92	47.16	49.52	52	54.6

^{5%} SHIFT DIFFERENTIAL APPLIED TO ALL PERMANENT FULL TIME POSITIONS WHEN NORMAL WORKDAY COMMENCES AFTER 3:00 P.M.

^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2018-2019

EFFECTIVE JULY 1, 2018 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP I	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	4,780	5,019	5,269	5,533	5,810
2	(VACANT)	48	5,019	5,269	5,533	5,810	6,101
3	(VACANT)	50	5,269	5,533	5,810	6,101	6,406
4	(VACANT)	52	5,533	5,810	6,101	6,406	6,726
5	PHYSICAL THERAPIST	54	5,810	6,101	6,406	6,726	7,063
6	(VACANT)	56	6,101	6,406	6,726	7,063	7,415
7	(VACANT)	58	6,406	6,726	7,063	7,415	7,786
8	(VACANT)	60	6,726	7,063	7,415	7,786	8,175
9	(VACANT)	62	7,063	7,415	7,786	8,175	8,584
10	INFORMATION SYSTEMS ANALYST	64	7,415	7,786	8,175	8,584	9,014
11	(VACANT)	66	7,786	8,175	8,584	9,014	9,464
12	(VACANT)	68	8,175	8,584	9,014	9,464	9,937
13 •	(VACANT)	70	8,584	9,014	9,464	9,937	10,434
14	(VACANT)	72	9,014	9,464	9,937	10,434	10,956

CAREER SERVICE INCREMENT

CAREER SERVICE INCREMENTS, BASED ON DATE OF HIRE, SHALL BE PAID ALL

BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$ 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.

TO \$260 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.

TO \$270 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.

TO \$280 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.

TO \$290 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.

TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2019-2020 EFFECTIVE JULY 1, 2019

LABOR GRADE	POSITION TITLE	SALARY RANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	2,878 16.6	3,022 17.43	3,173 18.3	3,332 19.22	3,499 20.18
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	3,022 17.43	3,173 18.3	3,332 19.22	3,499 20.18	3,674 21.2
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	3,173 18.3	3,332 19.22	3,499 20.18	3,674 21.2	3,857 22.25
4	RECEPTIONIST CLERK	30	3,332 19.22	3,499 20.18	3,674 21.2	3,857 22.25	4,051 23.36
5	(VACANT)	32	3,499 20.18	3,674 21.2	3,857 22.25	4,051 23.36	4,253 24.53
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	3,674 21.2	3,857 22.25	4,051 23.36	4,253 24.53	4,465 25.76
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECPARAEDUCATOR/BUSINESS OFFICE TECPARAEDUCATOR/WIDEO OCCUP. PARAEDUCATOR/WELDING TECH. ORG./VOLUNTEER SERVICES NATURALIST	36 SH.	3,857 22.26	4,051 23.37	4,253 24.53	4,465 25.76	4,690 27.06
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	4,051 23.37	4,253 24.53	4,465 25,76	4,690 27.06	4,923 28.41
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	4,253 24.53	4,465 25.76	4,690 27.06	4,923 28.41	5,170 29.82
10	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	4,465 25.76	4,690 27.06	4,923 28.41	5,170 29.82	5,427 31.32
	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	4,690 27.06	4,923 28.41	5,170 29.82	5,427 31.32	5,699 32.88

12	(VACANT)	46	4,923	5,170	5,427	5,699	5,984
			28.41	29.82	31.32	32.88	34.53
13	OCCUPATIONAL TRAINING ASSISTAN	48	5,170	5,427	5,699	5,984	6,284
			29.82	31.32	32.88	34.53	36.26
14	IS SUPPORT TECHNICIAN	50	5,427	5,699	5,984	6,284	6,598
	BUSINESS EDUCATION LIAISON		31.32	32.88	34.53	36.26	38.07
15	(VACANT)	52	5,699	5,984	6,284	6,598	6,928
			32.88	34.53	36.26	38.07	39,96
16	(VACANT)	54	5,984	6,284	6,598	6,928	7,275
			34.53	36.26	38.07	39.96	41.97
17	IS SPECIALIST	56	6,284	6,598	6,928	7,275	7,637
			36.26	38.07	39.96	41.97	44.06
			ć 500	6.000	2.225	2 (22	8,020
18	(VACANT)	58	6,598 38.07	6,928 39.96	7,275 41.97	7,637 44.06	46.27
19	(VACANT)	60	6,928	7,275	7,637	8,020	8,420
19	(VACAIVI)	00	39.96	41.97	44.06	46.27	48.57
20	(VACANT)	62	7,275	7,637	8,020	8,420	8,842
	(///6/11/1/)		41.97	44.06	46.27	48.57	51.01
21	(VACANT)	64	7,637	8,020	8,420	8,842	9,284
	•		44.06	46.27	48.57	51.01	53,56
22	OCCUPATIONAL THERAPIST	66	8,020	8,420	8,842	9,284	9,748
			46.27	48.57	51.01	53,56	56.24

^{5%} SHIFT DIFFERENTIAL APPLIED TO ALL PERMANENT FULL TIME POSITIONS WHEN NORMAL WORKDAY COMMENCES AFTER 3:00 P.M.

^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2019-2020

EFFECTIVE JULY 1, 2019 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	4,923	5,170	5,427	5,699	5,984
2	(VACANT)	48	5,170	5,427	5,699	5,984	6,284
3	(VACANT)	50	5,427	5,699	5,984	6,284	6,598
4	(VACANT)	52	5,699	5,984	6,284	6,598	6,928
5	PHYSICAL THERAPIST	54	5,984	6,284	6,598	6,928	7,275
6	(VACANT)	56	6,284	6,598	6,928	7,275	7,637
7	(VACANT)	58	6,598	6,928	7,275	7,637	8,020
8	(VACANT)	60	6,928	7,275	7,637	8,020	8,420
9	(VACANT)	62	7,275	7,637	8,020	8,420	8,842
10	INFORMATION SYSTEMS ANALYST	64	7,637	8,020	8,420	8,842	9,284
11	(VACANT)	66	8,020	8,420	8,842	9,284	9,748
12	(VACANT)	68	8,420	8,842	9,284	9,748	10,235
13	(VACANT)	70	8,842	9,284	9,748	10,235	10,747
14	(VACANT)	72	9,284	9,748	10,235	10,747	11,285

CAREER SERVICE INCREMENT

CAREER SERVICE INCREMENTS, BASED ON DATE OF HIRE, SHALL BE PAID ALL

BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$ 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 S200 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.

TO \$260 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.

TO \$270 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.

TO \$280 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.

TO \$290 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE. TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2020-2021

EFFECTIVE JULY 1, 2020

LABOR GRADE	POSITION TITLE	SALARY RANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	2,964 17.1	3,113 17.95	3,268 18.85	3,432 19.8	3,604 20.79
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	3,113 17.95	3,268 18.85	3,432 19.8	3,604 20.79	3,784 21.84
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	3,268 18.85	3,432 19.8	3,604 20.79	3,784 21.84	3,973 22.92
4	RECEPTIONIST CLERK	30	3,432 19.8	3,604 20,79	3,784 21.84	3,973 22.92	4,173 24.06
5	(VACANT)	32	3,604. 20,79	3,784 21.84	3,973 22.92	4,173 24.06	4,381 25.27
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	3,784 21.84	3,973 22.92	4,173 24.06	4,381 25.27	4,599 26.53
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECT PARAEDUCATOR/BUSINESS OFFICE TECT PARAEDUCATOR/BUSINESS OFFICE TECT PARAEDUCATOR/WELDING TECH. ORG./VOLUNTEER SERVICES NATURALIST	36 H.	3,973 22.93	4,173 24.07	4,381 25.27	4,599 26.53	4,831 27.87
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	4,173 24.07	4,381 25.27	4,599 26.53	4,831 27.87	5,071 29.26
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	4,381 25.27	4,599 26.53	4,831 27.87	5,071 29.26	5,325 30.71
	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	4,599 26.53	4,831 27.87	5,071 29.26	5,325 30.71	5,590 32.26
	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	4,831 27.87	5,071 29.26	5,325 30.71	5,590 32.26	5,870 33.87

12	(VACANT)	46	5,071	5,325	5,590	5,870	6,164
	(29.26	30.71	32.26	33.87	35.57
13	OCCUPATIONAL TRAINING ASSISTAN	48	5,325	5,590	5,870	6,164	6,473
			30.71	32.26	33.87	35.57	37.35
14	IS SUPPORT TECHNICIAN	50	5,590	5,870	6,164	6,473	6,796
	BUSINESS EDUCATION LIAISON		32.26	33.87	35.57	37.35	39.21
15	(VACANT)	52	5,870	6,164	6,473	6,796	7,136
	,		33.87	35.57	37.35	39.21	41.16
16	(VACANT)	54	6,164	6,473	6,796	7,136	7,493
	,		35.57	37.35	39.21	41.16	43.23
17	IS SPECIALIST	56	6,473	6,796	7,136	7,493	7,866
			37.35	39.21	41.16	43,23	45.38
	(III GANT)	58	6,796	7,136	7,493	7,866	8,261
18	(VACANT)	38	39.21	41.16	43.23	45.38	47.66
19	(VACANT)	60	7,136	7,493	7,866	8,261	8,673
	,		41.16	43.23	45.38	47.66	50.03
20	(VACANT)	62	7,493	7,866	8,261	8,673	9,107
	•		43.23	45.38	47.66	50.03	52.54
21	(VACANT)	64	7,866	8,261	8,673	9,107	9,563
	•		45.38	47.66	50.03	52.54	55.17
22	OCCUPATIONAL THERAPIST	66	8,261	8,673	9,107	9,563	10,040
			47.66	50.03	52.54	55.17	57.93

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^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2020-2021

EFFECTIVE JULY 1, 2020 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	5,071	5,325	5,590	5,870	6,164
2	(VACANT)	48	5,325	5,590	5,870	6,164	6,473
3	(VACANT)	50	5,590	5,870	6,164	6,473	6,796
4	(VACANT)	52	5,870	6,164	6,473	6,796	7,136
5	PHYSICAL THERAPIST	54	6,164	6,473	6,796	7,136	7,493
6	(VACANT)	56	6,473	6,796	7,136	7,493	7,866
7	(VACANT)	58	6,796	7,136	7,493	7,866	8,261
8	(VACANT)	60	7,136	7,493	7,866	8,261	8,673
9	(VACANT)	62	7,493	7,866	8,261	8,673	9,107
10	INFORMATION SYSTEMS ANALYST	64	7,866	8,261	8,673	9,107	9,563
11	(VACANT)	66	8,261	8,673	9,107	9,563	10,040
12	(VACANT)	68	8,673	9,107	9,563	10,040	10,542
13	(VACANT)	70	9,107	9,563	10,040	10,542	11,069
14	(VACANT)	72	9,563	10,040	10,542	11,069	11,624

CAREER SERVICE INCREMENT

CAREER SERVICE INCREMENTS, BASED ON DATE OF HIRE, SHALL BE PAID ALL BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

JAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$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.

TO \$260 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.

TO \$270 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.

TO \$280 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.

TO \$290 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.

TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2018-2019

EFFECTIVE JULY 1, 2018

LABOR	POSITION TITLE SA	ALARY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GRADE		ANGE #	512.	0.2.2	312.0		
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	16.12	16.92	17.77	18.66	19.59
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	16.92	17.77	18.66	19.59	20.58
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	17.77	18.66	19.59	20.58	21.60
4	RECEPTIONIST CLERK	30	18.66	19.59	20.58	21.60	22.68
5	(VACANT)	32	19.59	20.58	21.60	22.68	23.82
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	20.58	21.60	22.68	23.82	25.01
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/VIDEO OCCUP. PARAEDUCATOR/WELDING TECH. ORG./VOLUNTEER SERVICES NATURALIST	36	21,61	22.69	23.82	25.01	26.27
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	22.69	23.82	25.01	26.27	27.58
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	23.82	25.01	26.27	27.58	28.95
10	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	25.01	26.27	27.58	28.95	30.41
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	26.27	27.58	28.95	30.41	31.92

12	(VACANT)	46	27.58	28.95	30.41	31.92	33.52
13	OCCUPATIONAL TRAINING ASSISTAN	48	28.95	30.41	31.92	33.52	35.20
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	30.41	31.92	33.52	35.20	36.96
15	(VACANT)	52	31.92	33.52	35.20	36.96	38.80
16	(VACANT)	54	33.52	35.20	36.96	38.80	40.75
17	IS SPECIALIST	56	35.20	36.96	38.80	40.75	42.78
18	(VACANT)	58	36.96	38.80	40.75	42.78	44.92
19	(VACANT)	60	38.80	40.75	42.78	44.92	47.16
20	(VACANT)	62	40.75	42.78	44.92	47.16	49.52
21	(VACANT)	64	42.78	44.92	47.16	49.52	52.00
22	OCCUPATIONAL THERAPIST	66	44.92	47.16	49.52	52.00	54.60

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^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2018-2019

EFFECTIVE JULY 1, 2018 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	27.58	28.96	30.40	31.92	33.52
2	(VACANT)	48	28.96	30.40	31.92	33.52	35.20
3	(VACANT)	50	30.40	31.92	33.52	35.20	36.96
4	(VACANT)	52	31.92	33.52	35.20	36.96	38.80
5	PHYSICAL THERAPIST	54	33.52	35.20	36.96	38.80	40.75
6	(VACANT)	56	35.20	36.96	38.80	40.75	42.78
7	(VACANT)	58	36.96	38.80	40.75	42.78	44.92
8	(VACANT)	60	38.80	40.75	42.78	44.92	47.17
9	(VACANT)	62	40.75	42.78	44.92	47.17	49.52
10	INFORMATION SYSTEMS ANALYST	64	42.78	44.92	47.17	49.52	52.00
11	(VACANT)	66	44.92	47.17	49.52	52.00	54.60
12	(VACANT)	68	47.17	49.52	52.00	54.60	57.33
13	(VACANT)	70	49.52	52.00	54.60	57.33	60.20
14	(VACANT)	72	52.00	54.60	57.33	60.20	63.21

CAREER SERVICE INCREMENT

CAREER SERVICE INCREMENTS, BASED ON DATE OF HIRE, SHALL BE PAID ALL BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$ 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

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TO \$260 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.

TO \$270 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.

TO \$280 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.

TO \$290 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.
TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2019-2020

EFFECTIVE JULY 1, 2019

LABOR	DOGITION TITLE		CEED 1	CETTO A	OTTER 2	CTED 4	OTTED 6
LABOR GRADE		ALARY ANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	16.60	17.43	18.30	19.22	20.18
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	17.43	18.30	19.22	20.18	21.20
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	18.30	19.22	20.18	21.20	22.25
4	RECEPTIONIST CLERK	30	19.22	20.18	21.20	22.25	23.36
5	(VACANT)	32	20.18	21.20	22.25	23.36	24.53
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	21.20	22.25	23.36	24.53	25.76
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/VIDEO OCCUP. PARAEDUCATOR/WELDING TECH. ORG./VOLUNTEER SERVICES NATURALIST	36	22.26	23.37	24.53	25.76	27.06
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	23.37	24.53	25.76	27.06	28.41
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	24.53	25.76	27.06	28.41	29.82
10	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	25.76	27.06	28.41	29.82	31.32
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	27.06	28.41	29.82	31.32	32.88

12	(VACANT)	46	28.41	29.82	31.32	32.88	34.53
13	OCCUPATIONAL TRAINING ASSISTAN	48	29.82	31.32	32.88	34.53	36.26
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	31.32	32.88	34.53	36.26	38.07
15	(VACANT)	52	32.88	34.53	36.26	38.07	39.96
16	(VACANT)	54	34.53	36.26	38.07	39.96	41.97
17	IS SPECIALIST	56	36.26	38.07	39.96	41.97	44.06
18	(VACANT)	58	38.07	39.96	41.97	44.06	46.27
19	(VACANT)	60	39.96	41.97	44.06	46.27	48.57
20	(VACANT)	62	41.97	44.06	46.27	48.57	51.01
21	(VACANT)	64	44.06	46.27	48.57	51.01	53.56
22	OCCUPATIONAL THERAPIST	66	46.27	48.57	51.01	53.56	56.24

^{5%} SHIFT DIFFERENTIAL APPLIED TO ALL PERMANENT FULL TIME POSITIONS WHEN NORMAL WORKDAY COMMENCES AFTER 3:00 P.M.

^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2019-2020

EFFECTIVE JULY 1, 2019 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	28.41	29.83	31.31	32.88	34.53
2	(VACANT)	48	29.83	31.31	32.88	34.53	36.25
3	(VACANT)	50	31.31	32.88	34.53	36.25	38.06
4	(VACANT)	52	32.88	34.53	36.25	38.06	39.97
5	PHYSICAL THERAPIST	54	34.53	36.25	38.06	39.97	41.97
6	(VACANT)	56	36.25	38.06	39.97	41.97	44.06
7	(VACANT)	58	38.06	39.97	41.97	44.06	46.27
8	(VACANT)	60	39.97	41.97	44.06	46.27	48.58
9	(VACANT)	62	41.97	44.06	46.27	48.58	51.01
10	INFORMATION SYSTEMS ANALYST	64	44.06	46.27	48.58	51.01	53.56
11	(VACANT)	66	46.27	48.58	51.01	53.56	56.24
12	(VACANT)	68	48.58	51.01	53.56	56.24	59.05
13	(VACANT)	70	51.01	53.56	56.24	59.05	62.00
14	(VACANT)	72	53.56	56.24	59.05	62.00	65.11

CAREER SERVICE INCREMENT

CAREER SERVICE INCREMENTS, BASED ON DATE OF HIRE, SHALL BE PAID ALL BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$ 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.

TO \$260 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.

TO \$270 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.

TO \$280 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.

TO \$290 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.

TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2020-2021

EFFECTIVE JULY 1, 2020

LABOR GRADE		ALARY ANGE#	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	17.10	17.95	18.85	19.80	20.79
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	17.95	18.85	19.80	20.79	21.84
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK OFFICE UTILITY WORKER	28	18.85	19.80	20.79	21.84	22.92
4	RECEPTIONIST CLERK	30	19.80	20.79	21.84	22.92	24.06
5	(VACANT)	32	20.79	21.84	22.92	24.06	25.27
6	ACCOUNT CLERK BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	21.84	22.92	24.06	25.27	26.53
7	COOK PARAEDUCATOR/AUTO TECH. PARAEDUCATOR/GRAPHICS PARAEDUCATOR/REST. OCCUP. PARAEDUCATOR/SMALL ENG. PARAEDUCATOR/SPEC. ED. PARAEDUCATOR/SPEC. ED THERAPEUTIC LEARNING CENTER PARAEDUCATOR/BUSINESS OFFICE TECH PARAEDUCATOR/VIDEO OCCUP. PARAEDUCATOR/WELDING TECH. ORG./VOLUNTEER SERVICES NATURALIST	36	22.93	24.07	25.27	26.53	27.87
8	ACCOUNTING TECHNICIAN GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	24.07	25.27	26.53	27.87	29.26
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	25.27	26.53	27.87	29.26	30.71
10	ACCOUNTING ASSISTANT SENIOR ADMINISTRATIVE SECRETARY	42	26.53	27.87	29.26	30.71	32.26
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	27.87	29.26	30.71	32.26	33.87

12	(VACANT)	46	29.26	30.71	32.26	33.87	35.57
13	OCCUPATIONAL TRAINING ASSISTAN	48	30.71	32.26	33.87	35.57	37.35
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	32.26	33.87	35.57	37.35	39.21
15	(VACANT)	52	33.87	35.57	37.35	39.21	41.16
16	(VACANT)	54	35.57	37.35	39.21	41.16	43.23
17	IS SPECIALIST	56	37.35	39.21	41.16	43.23	45.38
18	(VACANT)	58	39.21	41.16	43.23	45.38	47.66
19 .	(VACANT)	60	41.16	43.23	45.38	47.66	50.03
20	(VACANT)	62	43.23	45.38	47.66	50.03	52.54
21	(VACANT)	64	45.38	47.66	50.03	52.54	55.17
22	OCCUPATIONAL THERAPIST	66	47.66	50.03	52.54	55.17	57.93

^{5%} SHIFT DIFFERENTIAL APPLIED TO ALL PERMANENT FULL TIME POSITIONS WHEN NORMAL WORKDAY COMMENCES AFTER 3:00 P.M.

^{5%} SHIFT DIFFERENTIAL APPLIED TO SECRETARIAL POSITIONS WHEN SPANISH TRANSLATION IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY OR SUPERINTENDENT.

^{5%} SHIFT DIFFERENTIAL APPLIED TO INSTRUCTIONAL ASSISTANTS/SPECIAL EDUCATION POSITIONS WHEN SIGN LANGUAGE COMPETENCE IS A BONA FIDE PROGRAM REQUIREMENT AS DETERMINED BY THE DEPUTY SUPERINTENDENT OF SPECIAL EDUCATION.

MARIN COUNTY OFFICE OF EDUCATION CLASSIFIED SERVICE SALARY STRUCTURE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 2020-2021

EFFECTIVE JULY 1, 2020 (EXEMPT POSITIONS)

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	29.26	30.72	32.25	33.87	35.57
2	(VACANT)	48	30.72	32.25	33.87	35.57	37.34
3	(VACANT)	50	32.25	33.87	35.57	37.34	39.20
4	(VACANT)	52	33.87	35.57	37.34	39.20	41.17
5	PHYSICAL THERAPIST	54	35.57	37.34	39.20	41.17	43.23
6	(VACANT)	56	37.34	39.20	41.17	43.23	45.38
7	(VACANT)	58	39.20	41.17	43.23	45.38	47.66
8	(VACANT)	60	41.17	43.23	45.38	47.66	50.04
9	(VACANT)	62	43.23	45.38	47.66	50.04	52.54
10	INFORMATION SYSTEMS ANALYST	64	45.38	47.66	50.04	52.54	55.17
11	(VACANT)	66	47.66	50.04	52.54	55.17	57.93
12	(VACANT)	68	50.04	52.54	55.17	57.93	60.82
13	(VACANT)	70	52.54	55.17	57.93	60,82	63.86
14	(VACANT)	72	55.17	57.93	60.82	63.86	67.06

CAREER SERVICE INCREMENT

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TO \$300 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

MARIN COUNTY OFFICE OF EDUCATION California School Employees Association – Chapter #327 UNIT EMPLOYEE GRIEVANCE FORM

Employee	Classification	
Dept. or School	Supervisor	
Organization Representing Grievant		
Date Grievance	Contract Section	
Occurred	Alleged to be Violated	***************************************
I discussed this with my supervisor on (date)		
My supervisor responded on (date)		
	yee signature	
Description of problem:		
Action Requested:		
Grievance Review – Step 1:	Date received	
Signature		
Employee Statement of Appeal to Step II:		
Employee signature		
	Date received	
Employee signature	Date	
Association		
Representative		
Signature	Date	



MARIN COUNTY SCHOOLS OFFICE Performance Appraisal – Classified Personnel

Name:	Position:
Department:	Range & Step:
Anniversary Date:	·
Type of A 1st 3 mon 1st 5 mon Annual Other	ths

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.

- 1. 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.
- 2. Use the scale below to rate the employee in <u>each</u> 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 <u>during the rating period</u>.
 - (1) Your work <u>exceeds</u> established performance standards
- (2) Your work <u>meets</u> established performance standards
- (3) Your work <u>is below</u> established performance standards and needs to be improved as follows:
- 3. 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.

1

- 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.

Α.	INTERPERS	ONAL RELA	TIONS/CO	MMUNICATIONS.
				

INDICATORS FOR SUCCESS

COMMENDATIONS/RECOMMENDATIONS

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

- 1 exceeds

B. WORK ORGANIZATION AND PLANNING

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

- 1 exceeds
- 1 exceeds
- 1 exceeds

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

- 1. You recognize and acquire appropriate data for 1 exceeds solution to problems.
- 2. You analyze and evaluate appropriate data.

You accept the consequences of decisions.

- 1 exceeds
- 3. You arrive at conclusions based on logical 1-exceeds thinking.
- You are consistent and reliable in work 1-exceeds judgments.
 - 1 exceeds

D. TECHNICAL EXPERTISE AND PERFORMANCE

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

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.

	Mama	attached
1 1	Memo	attacheu

I have disc	cussed this appraisal with the em	ployee on	70-1-
			Date
	or Paraeducators and other classrong with the appropriate teacher(s		I have discussed this
	Immediate Supervisor (Administrator)	Date	
	Reviewed by	Date	
	For E	mployee	
Employee o	comments may be attached as de	sired and become a p	art of this appraisal.
	Comments Attached I have requested the particle the evaluation confer		er with whom I work at
	I have read the evaluation/red	commendation and:	
	Agree Disagree		
	with the appraisal. If you dis	sagree, please attach o	comments.
	Employee	Dat	<u>e</u>
For Unsatis	sfactory Evaluation		
	I have requested the pevaluation conference		. representative at the
	C.S.E.A. Representative	Date	e

VACATION LEAVE

Formula for Calculation

1. The vacation formula beginning November 1, 1996, and for subsequent years shall be:

```
11 days divided by 260 days = .04231 (daily vacation accrual) 13 days divided by 260 days = .05000 (daily vacation accrual) 16 days divided by 260 days = .06154 (daily vacation accrual) 21 days divided by 260 days = .08077 (daily vacation accrual)
```

2. The formula shall be applied as follows:

Number of paid days X daily accrual rate X the regular hours worked = vacation hours accrued.

- 3. Vacation hours earned by regular employees who work summer school shall be calculated using the same formula.
- 4. Employees taking unpaid leave shall not accrue vacation at the daily rate for each day of unpaid leave.

TRANSFER REQUEST

NAME:	TO THE TOTAL PROPERTY OF THE P	
PRESENT LOCA	TION	
PRESENT POSIT	TION	
		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 followin	g valid California teaching creder	ntials:
Signature:		Date:

CURRENT MEMORANDA OF UNDERSTANDING

- 1. Catastrophic Illness
- 2. Instructional Days
- 3. Professional Development
- 4. Exploration of Alternative Health Benefits

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/ MARIN COUNTY BOARD OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #327

This Memorandum of Understanding is by and between the Marin County Superintendent of Schools/Marin County Board of Education (hereinafter referred to as "Superintendent") and California School Employees Association, Chapter #327 (hereinafter referred to as "Association") to provide the guidelines for implementation of a Catastrophic Illness Leave Program. This program will allow unit members to donate their sick leave to another unit member subject to the following provisions:

- 1. When a unit member has a catastrophic illness or injury as confirmed by a physician and has exhausted his/her available leave, he/she may request the Association to take the necessary steps to implement the Catastrophic Illness Leave Program.
- 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.
- The Association will present the request to the Superintendent or his/her Designee. The request will consist of the following documents.

1

- 3.1 A written request by the employee or his/her designee including the number of days requested which may not exceed 160 hours during a school year.
- 3.2 A physician's verification of the unit member's catastrophic illness or injury including anticipated date of return to work.
- 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 California Education Code.
- 5. In order to participate in the Catastrophic Illness Leave Program as a donor, Probationary/Permanent unit members must retain 160 hours or equivalent of 20 work days in their sick leave bank.

- Probationary/Permanent unit members may donate a minimum of 4 б. hours and a monimum of 40 hours per school year.
- MCOE will verify the sick leave for unit members making the request to 7. accesa sick lenve daya as well as potential donors.
- CSEA will inform that members of individual requests and secure written 8. donations.
- 群 法国籍基金 医克里 MCOE will make the necessary transfers of sick leave. ġ.
- The Superintendent designee may allow modification of the definition of 10: #3 definitio catestrophio illuesa or injury under special circumstances.
- Questions which arise parlaining to this program, but not specifically 11. addressed above, will be disguesed.

This program will be evaluated at the end of the 2002-2003 school year.

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter #327

424 1 3

NANCY WEAVER

Labor Relations Representative California School Employees Association MARIN COUNTY OFFICE OF EDUCATION..

JAMES B. ORRELL

Stiperintendent/Governing Board

Représentative

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/

MARIN COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #327

This Memorandum of Understanding is by and between the Marin County Superintendent of Schools/Marin County Board of Education (hereinafter referred to as "Superintendent") and the California School Employees Association, Chapter #327 (hereinafter referred to as "Association").

The agreement relates to the days of work for full-time Instructional Assistants for 2000-2002. The "Superintendent" and "Association" agree as follows:

- 1. The work year for full-time Instructional Assistants for 2000-2002 shall be 185 days.
- 2. All provisions of the collectively bargained AGREEMENT shall apply to the 185 days.

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter #327

DATE: 11/30/00

NANCY WEAVER
Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE OF EDUCATION

DATE: 11/30/00

TAMES B. ORRELL

Superintendent/Governing Board

Representative

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/

MARIN COUNTY BOARD OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #327

The purpose of this Memorandum of Uniterstanding (MOU) by and between the Marin County Superintendent of Schools/Marin County Board of Education (hereinafter referred to as "Superintendent") and the California School Employees Association, Chapter #327 (hereinafter referred to as "Association") is to continue an orderly, thoughtful process to addressing the issue of professional development as it relates specifically to Instructional Assistants. The focus of this MOU is to help Instructional Assistants further their skills, advance their career opportunities and remain in their positions.

The parties hereby agree as follows:

- 1. A committee of three (3) Instructional Assistants (selected by the Association) and three (3) Management Representatives (selected by the Superintendent) will continue to comprise the committee.
- The Committee will be charged to develop a schedule for seeking input from all Instructional Assistants and Managers who supervise Instructional Assistants concerning possible professional development ideas and programs.
- 3. The Committee shall be empowered to gather such input in any way possible that has minimal impact on the instructional program.
- 4. The Committee shall examine other programs of Professional Development including offerings of the Marin County Office of Education, Education Services Division.
- 5. The Committee will meet by February 15, 2001 to set its work plan and timeline and will report to the Negotiations Teams by June, 2001.

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter #327

DATE: 1//30/2000

NANCY WEATER

Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE OF EDUCATION

DATE:

JAMES B. ORRELL

Separatendent/Governing Board

Representance

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/

MARIN COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #327

This Memorandum of Understanding is by and between the Marin County Superintendent of Schools/Marin County Board of Education (hereinafter referred to as "Superintendent") and the California School Employees Association, Chapter #327 (hereinafter referred to as "Association").

The parties agree to ongoing exploration of possible alternative health benefits providers and Section 125 Flexible Spending Plan.

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter #327

Labor Relations Representative California School Employees Association MARIN COUNTY OFFICE OF EDUCATION

JAMES B. ORRELL

Superintendent/Governing Board

Representative

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/

MARIN COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #327

This Memorandum of Understanding is by and between the Marin County
Superintendent of Schools/Marin County Board of Education (hereinafter referred to as
"Superintendent") and the California School Employees Association, Chapter #327
(hereinafter referred to as "Association").

This agreement relates to payment of classified employees who are requested by the Superintendent or Designee to provide staff development for other employees. The parties agree as follows:

- Bargaining Unit Members who are trainers will receive a stipend of \$25.00 per hour during the staff development.
- Payment for preparation time will be paid at \$25.00 per hour for a specified number of hours with prior approval of the Superintendent or Designee.

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter #327

DATE: 11-30-2000

NANCY WEAVER

Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE OF EDUCATION

DATE: 11/30

JAMES B. ORRELL

Superintendent/Governing Board Representative

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

2018-2021

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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.

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.

HOURS OF EMPLOYMENT

- 3.1 At a staff meeting prior to October I, the immediate supervisor who is management will present and discuss the basis for establishing the posted hours of employment. This presentation will include items such as, but not limited to, student needs, transportation, host school schedule, need to consult with others, student contact hours, other issues.
 - 3.1.1. The immediate supervisor who is management will ask for additional information which may affect the posted hours of employment.
 - 3.1.2 In the event that there may be a potential change of hours, individual discussion about potential changes in hours will be held at the unit member's request.
- 3.2 The immediate supervisor who is management will determine and post unit members with hours of employment prior to October 1 of each year. <u>In lieu or in addition to posting</u> hours of employment unit members will receive a memo.
- 3.3 Bargaining unit members may leave their sites of employment during the posted hours of employment with the approval of the immediate supervisor who is management.
- 3.4 Bargaining unit members are entitled to an on-site 30 minute dutyfree lunch period scheduled as close to noon as possible.
- 3.5 The number of hours of part-time bargaining 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 posted hours of full-time unit members who have similar assignments.

PROFESSIONAL RESPONSIBILITIES

- 3.6 The Superintendent/Governing Board recognizes and appreciates that teachers spend many hours each year beyond the posted work hours in duties and activities that are in the best interest of their students and their profession. Such professional duties and activities may include, but are not limited to: staff meetings, annual reviews, intake interviews, conferences with other staff or professionals, liaison meetings with on-site schools, advisory committee meetings, parent conferences, employer contacts, inservice meetings, board meetings, and back to school nights.
- 3.7 It is recognized by both parties that posted hours of employment may result in disparate student contact time, on-site time, and professional responsibilities.

Revised 8/12/03 (3.1.2)

WORK-YEAR CALENDAR

- 4.1 The work year for 1999-2001 shall be 187 days. The work year for teachers hired after July 1, 1998, shall be 189 days for the first two years of employment. The scheduling of these days shall be at the discretion of superintendent.
- 4.2 Student contact days for Special Education, Alternative Education Programs, and Regional Occupational Program shall be 180 days. All other days are for inservice, 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.

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 <u>Transfer</u> 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 <u>Teacher refers to any unit member who is included in the appropriate unit.</u>
- 5.2.3 <u>Voluntary Transfer</u> 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 <u>Involuntary Transfer</u> refers to a transfer that was not requested by the unit member.
- 5.2.5 <u>Institutional Incompatibility</u> 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 <u>Vacancy</u> refers to an unfilled position as declared and described by the Superintendent in a posted Notice of Vacancy.
- 5.2.7 <u>Business Day</u> is any day the Marin County Office of Education is open for business.

5.3 PROCEDURES

5.3.1 <u>VACANCY</u>

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 (1O) 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 (1O) 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)

LEAVES

6.1 SICK LEAVE:

- 6.l.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 l, 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 perschool year for cases of personal necessity.
- 6.4.2 Personal necessity leave will be granted for the following reasons:
 - 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.
 - 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 WITNESS LEAVE:

- 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 <u>INDUSTRIAL ACCIDENTLEAVE:</u>

- 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.
 - 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.
- 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.
- 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 l.
- 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.
- 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 SICK LEAVE

- 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 <u>California</u> 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 GENERAL PROVISION

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)

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.

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) 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.

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 \$824.47 per employee beginning January 1, 2013. The coverage shall include, but is not limited to two medical plan options.
 - 8.1.1. Medical plans currently available
 - 8.1.1.1 WHA
 - 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 <u>Retired unit member health benefits</u>. 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 This article must be negotiated each year and will not be considered one of the reopeners allowed in Article 21, <u>TERM</u>, for either party.
 - 8.3.5 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.
 - 8.3.6 To be eligible for this coverage the unit member must be at least 55 years of age when he/she retires.

- 8.3.7 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 8.2.1 or 8.2.2 shall be paid directly to the medical insurance provider of the retiree's choice.
- 8.3.8 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)

9

SALARIES

- 9.1 The salary schedule for 2018-2019, 2019-2020 and 2020-2021 shall be set forth in Exhibit A. This represents a 3% increase effective July 1, 2018, a 3% increase effective July 1, 2019 and a 3% increase effective July 1, 2020.
- 9.2 Appropriate step advances shall be paid in 2018-2019, 2019-2020 and 2020-2021.
- 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.

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)

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)

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 to the extent such matters are within the discretion of the Superintendent/Governing Board under the law. Nothing in this provision shall be construed to limit the right of management to consult with any unit member or unit member organization in anymatter outside the scope of representation.

NEGOTIATING PROCEDURES

12.1 Proposal and Meetings

- 12.1.1 The "Association" shall present its annual proposal to the Superintendent/Governing Board no later than April 1st of each year.
- 12.1.2 "The Superintendent/Governing Board" shall adopt its initial counterproposal no later than April 30th of each year.
- 12.1.3 Initial proposals may not be submitted by the Association to the meet and negotiate process for the succeeding year, later than May 1st, nor new initial proposals by the Superintendent/Governing Board later than June 1st.
- 12.1.4 Negotiations shall take place at mutually agreeable times and places. If meetings cannot be agreed to mutually, the meetings shall be held within five (5) business days from receipt of a written request from either party.
- 12.1.5 Consultants may be present and participate at the direction of the Association or the Superintendent/ Governing Board Representative. The other party will be notified prior to the negotiation session of those other than the negotiation team who plan to be at the negotiating session.
- 12.1.6 Caucuses may be called during the negotiating sessions at the request of the chief spokesperson of the Association or the chief spokesperson of the Superintendent/Governing Board.
- 12.1.7 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.

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. 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.

PROFESSIONAL DEVELOPMENT

- 14.1 Regularly employed certificated unit members are required to complete five (5) units of Professional Development every five (5) years. Beginning with the 2008-2009 cycle, in the event that a unit member does not meet this requirement, he/she will not accrue a year of service credit for the purposes of advancement on the salary schedule or longevity. In addition, for a unit member who is receiving longevity, if the unit member does not meet the requirement, the unit member will not receive any longevity payment for the following year.
- 14.2 Professional development may be met through upper division or graduate level units from a college or university or through activities such as inservice workshops and conferences, travel study, independent research, professional projects, and leadership in a professional organization..
- 14.3 College or university units will be credited at the value awarded by the institution.
- 14.4 Inservice and conference activities will be given 1/2 unit of credit for every four (4) hours of attendance.
- 14.5 Other professional development activities will be given one (l) unit of credit or more, as appropriate.
- 14.6 Only college or university units will be applied to horizontal advancement on salary schedule.
- 14.7 All units must have prior approval of the immediate supervisor and Superintendent, or his/her designee.
- 14.8 If an employee believes that participation in a lower division course will benefit his/her professional development and that a similar course is not available at an upper division or graduate level, then such unit member may petition the County Superintendent for a waiver. The unit member may also request that the units be applied for horizontal advancement on the salary schedule.

POSITIONS OF LESS-THAN-FULL-TIME SERVICE

15.1 Shared Contract

15.1.1 General Conditions

- 15.1.1.1 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 (l) full-time equivalent full-time position.
- 15.1.1.2 Approval of requests for shared contracts shall be at the sole discretion of the Superintendent.
- 15.1.1.3 Requests for shared contract shall be considered only if two(2) full-time, probationary or permanent employees holding appropriate credentials apply.
- 15.1.1.4 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.
- Shared contracts are authorized by the Superintendent for one (l) school year at a time and must be renewed each year.
- 15.1.1.6 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.

15.1.2 Shared Contract/Full Year Part-Time

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".

15.1.2.2 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.

15.1.2.3 <u>Compensation</u>

- 15.1.2.3.1 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.
- 15.1.2.3.2 The two (2) participants involved shall receive salary credit for one-half (1/2) year of service.
- 15.1.2.3.3 Each participant shall receive one-half (1/2) of fringe benefits listed in Article 8, <u>Fringe Benefits</u>. Each participant shall be able to retain full fringe year by having additional premiums deducted from his/her monthly salary.
- 15.1.2.3.4 Each participant will receive fifty percent (50%) credit for retirement and sick leave.

15.1.2.4 Application Procedure

- 15.1.2.4.1 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,
- 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.
- 15.1.2.4.2 By March I, the Superintendent will notify employees of acceptance or rejection of the proposed shared contract.

15.1.2.5 Other Conditions

- 15.1.2.5.1 Hours of employment for unit members in the shared contract/full year part-time position will be determined in accordance with Article 3.
- 15.1.2.5.2 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.
- 15.1.2.5.3 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.

15.1.3 Shared Contact/One Semester

- 15.1.3.1 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.
- 15.1.3.2 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.

15.1.3.3 Compensation

- 15.1.3.3.1 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.
- 15.1.3.3.2 Participants shall receive salary credit for one-half (1/2) year of service.
- 15.1.3.3.3 Participants shall receive full fringe benefits as listed in Article 8, <u>Fringe Benefits</u>, 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 l.

15.1.3.4 <u>Application Procedure</u>

- 15.1.3.4.1 Written requests for participation in a shared contract/one semester position shall be submitted to the Superintendent by February l 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.
- 15.1.3.4.2 By March I, the Superintendent will notify employees of acceptance or rejection of the proposed shared contract.

15.2 Part-Time Positions

15.2.1 General Provisions

- 15.2.1.1 Approval of requests for part-time service shall be at the sole discretion of the Superintendent.
- 15.2.1.2 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.
- 15.2.1.3 Part-time service shall not result in more than one (1) unit member rendering the same service to either individual students or individual classes.

15.2.2 Compensation

- 15.2.2.1 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.
- 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:
 - 15.2.2.2.1 75% or more of a full-time position will receive full fringe benefits.

15.2.2.2.2 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

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.

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.

- 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.
- 15.2.2.5 Salary step advancement will be given for any part-time position of 75% or more.
- 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%.
- 15.2.2.7 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.

15.2.3 Application Procedures

- 15.2.3.1 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.
- By March lst, the Superintendent will notify unit members of the acceptance or rejection of the request for a part-time position.

15.2.4 <u>Continuation in Part-Time Status or Return to</u> Full-Time Status

- 15.2.4.1 Continuation of part-time service will be at the sole discretion of the Superintendent.
- 15.2.4.2 Prior to February 1st, unit members wishing to continue in part-time service, for the following year, shall request such a continuance in writing.
- 15.2.4.3 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.
- 15.2.4.4 The full-time position to which the unit member will return will be determined by the Superintendent.

15.2.5 Other Conditions

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

CLASS SIZE/CASELOAD REVIEW PROCESS

16.1 <u>Informal Level</u>

16.1.1 The unit member in the Special Education Division or Education Services
Division shall discuss the problem of class size/caseload with his/her immediate
supervisor. They will make every effort to resolve the situation at an informal
level.

16.2 Formal Level

16.2.1 <u>SPECIAL EDUCATION PROGRAMS</u> - Unit members such as Special Day Class/Designated Instructional Services/Resource Specialist.

16.2.1.1. <u>LEVEL I</u>

- 16.2.1.1.1 If the unit member perceives that his/her class size/caseload is too large and has not been able to resolve the issue at the informal level, the unit member shall describe the problem on the Class Size Form and present the form to the immediate supervisor.
- 16.2.1.1.2 The immediate supervisor shall state his/her recommendation and rationale in writing on the Class Size Form.

16.2.1.2. LEVEL II

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

16.2.1.2.2 Within twenty (20) teaching days (a day when students and the unit member are present), the designee will visit the classroom or evaluate the caseload in question as well as other classrooms or caseloads with similar student groupings. He/she will meet with the classroom teacher and immediate supervisor to review the specific class size/caseload and to compare with other similar classes/caseloads. The designee will state his/her recommendation and rationale on the Class Size Form.

If the designee agrees that there is a problem of class size/caseload the unit member and his/her immediate supervisor may refer student(s) to the IEP team for consideration of alternative placement options.

16.2.2.1 LEVEL III

- 16.2.2.1.1 If unable to resolve the situation satisfactorily, the unit member may request a review by the Assistant Superintendent/Special Education, stating the reasons for disagreement with the recommendations of the designee in writing on the Class Size Form.
- 16.2.2.1.2 Within twenty (20) teaching days (a day when students and the unit member are present), the Assistant Superintendent/Special Education shall visit the classroom or evaluate the caseload in question.
- 16.2.2.1.3 The Assistant Superintendent responsible for SpecialEducation will make a final decision and communicate that decision to the parties concerned on the Class Size Form.

16.2.2 <u>EDUCATION SERVICES</u> - Unit members such as Regional Occupation Teachers and County Community Teachers.

16.2.2.1 LEVEL I

16.2.2.1.1 If the unit member perceives that his/her class size/caseload is too large and has not been able to resolve this issue at the informal level, the unit members shall describe problem on the Class Size Form and present the form to the immediate supervisor.

16.2.2.1.2 The immediate supervisor will state his/her recommendation and rationale in writing on the Class Size Form.

16.2.2.2 LEVEL II

16.2.2.2.1 If unable to resolve satisfactorily with the immediate supervisor, the teacher or career counselor may request a review by the designee of the Assistant Superintendent stating the reasons for disagreement with the recommendation of the immediate supervisor in writing on the Class Size Form.

Within twenty (20) teaching days (a day when students and the teacher are present), the designee will visit the classroom or evaluate the caseload in question as well as other classrooms or caseloads with similar student groupings. He/she will meet with the classroom teacher or career counselor and immediate supervisor to review the specific class size/caseload and to compare with other similar classes/caseloads. The designee will state his/her recommendations and rationale in writing on the Class Size Form.

16.2.2.3 LEVEL III

16.2.2.3.1 If unable to resolve satisfactorily, the teacher or career counselor may request a review by the Assistant Superintendent responsible for Education Services stating the reasons for disagreement with the recommendations of the designee on the Class Size Form.

16.2.2.3.2 Within twenty (20) teaching days (a day when students and the unit member are present), the Assistant Superintendent responsible for Education Services shall visit the classroom or evaluate the caseload in question.

The Assistant Superintendent responsible for Education Services will make a final decision and communicate that decision to the parties concerned on the Class Size Form.

ASSOCIATION RELEASE DAYS

- 17.1 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:
 - 17.1.1 Scheduling of days will be by mutual agreement between the Superintendent or his/her designee and the Association President.
 - 17.1.2 The Association shall reimburse the Marin County Office of Education for the cost of substitute personnel.

HEALTH AND SAFETY

18.1 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.

EVALUATION

19.1 POLICY

- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 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 ever 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.

- 19.1.4 Unit members with unsatisfactory overall performance will be evaluated each school year until a satisfactory overall rating is achieved.
- 19.1.5 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.

19.2 PROCEDURES

- 19.2.1 Unit members will be notified by October 1st of each school year if they are to be evaluated that year.
- 19.2.2 Evaluator and evaluate will participate in an Evaluation Planning Conference by November 1st.
- 19.2.3 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.
- 19.2.4 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.
- 19.2.5 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.

19.2.6 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.)

- 19.2.7 Informal observations may be utilized to gather additional evaluation information which shall be shared with unit member prior to the Summative Evaluation Report.
- 19.2.8 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.

7/14/09

ARTICLE 20

SAVINGS

20.1 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.

ARTICLE 21

TERM

- 21.1 The term of this Agreement shall be from July 1, 2018 to and including June 30, 2021.
- 21.2 The Agreement may be reopened for the 2021-2022 school year by the Superintendent/ Governing Board or the Association by notifying the other party of the desire to renegotiate.

By the Association:

Benefits

Salaries

Two (2) additional articles

By the Superintendent/Governing Board:

Benefits

Salaries

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 Collective Bargaining Agreement will remain in effect.

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)

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS/

MARIN COUNTY BOARD OF EDUCATION

AND THE

MARIN COUNTY EDUCATORS ASSOCIATION

The Marin County Superintendent of Schools/Marin County Board of Education (herein after, referred to as the "Superintendent/Governing Board") and the Marin County Educators Association (herein after, referred to as the "Association") do hereby agree to the following changes to the 2015-2018 Agreement subject to the ratification by the members of the Association and approval by the Superintendent/Governing Board:

ARTICLE 5

UNIT – MEMBER TRANSFER

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 set 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 via email or personally deliver within 10 business days from the date of notification. Failure to do so will constitute a waiver of the opportunity to request a voluntary transfer for the subsequent year.

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 \$924.47per employee beginning October 1, 2018. The coverage shall include, but is not limited to two medical plan options.
 - 8.1.1. Medical plans currently available

8.1.1.1 WHA

8.1.1.2 Kaiser

ARTICLE 9

SALARIES

- 9.1 The salary schedule for 2018-2019, 2019-2020 and 2020-2021 shall be set forth in Exhibit A. This represents a 3% increase effective July 1, 2018, a 3% increase effective July 1, 2019 and a 3% increase effective July 1, 2020.
- 9.2 Appropriate step advances shall be paid in 2018-2019, 2019-2020 and 2020-2021.

ARTICLE 21

TERM

- 21.1 The term of this Agreement shall be from July 1, 2018 to and including June 30, 2021.
- 21.2 The Agreement may be reopened for the 2021-2022 school year by the Superintendent/Governing Board or the Association by notifying the other party of the desire to renegotiate.

By the Association:

- Benefits
- Salaries
- Two (2 additional articles)

By the Superintendent/Governing Board:

Benefits

THE MARIN COUNTY EDUCATORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

WITH THE

MARIN COUNTY OFFICE OF EDUCATION

BEREAVEMENT LEAVE

The Marin County Office of Education and the Marin County Educators Association, together hereby agree to the following:

ARTICLE 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.

MARIN COUNTY EDUCATORS ASSOCIATION

Melinda Stuart, Chief Negotiator

Susan Wilkinson, Negotiations Team Member MARIN COUNTY OFFICE OF EDUCATION

Date:

Mary Jane Burke,

Marin County Superintendent of Schools

- Salaries
- Two (2) additional articles

The Agreement represents the completion of Collective Bargaining for 2018-2021. All other issues subjected to Collective Bargaining are hereby withdrawn by both parties. All other provisions of the Collective Bargaining Agreement will remain in effect.

IN WITNESS WHERE OF, the parties hereto have executed the Agreement on the date and year written below.

MARIN COUNTY EDUCATORS ASSOCIATION	MARIN COUNTY OFFICE OF EDUCATION Superintendent/Governing Board
Date: 8/20/18	Date: 6 - 26 - 2018
Melinda Stuart, Chief Negotiator	David Hellman, President Marin County Board of Education
Susan Wilkinson,	Mary Jane Bunke
Negotiations Team Member	Marin County Superintendent of Schools

MARIN COUNTY OFFICE OF EDUCATION TEACHERS' SALARY SCHEDULE 2018-2019 EFFECTIVE JULY 1, 2018 TRAINING LEVEL CLASS

STEP	1	11	III	IV	V	VI
				M.A.	M.A. + 15	M.A. + 30
				or	or	or
	A.B.		A.B. + 30	A.B. +45	A.B. + 60	A.B. + 75
1	50,051	54,555	59,060	63,064	66,568	70,071
2	54,055	58,559	63,064	67,068	70,572	74,075
3	58,059	62,563	67,068	71,072	74,576	78,079
4	62,063	66,568	71,072	75,076	78,580	82,083
5	65,066	69,571	74,075	78,079	81,583	85,086
6	68,069	72,574	77,078	81,082	84,586	88,089
7	71,072	75,577	80,081	84,085	87,589	91,092
8	74,075	78,580	83,084	87,088	90,592	94,095
9	76,077	80,582	85,086	89,090	92,594	96,098
10	78,079	82,584	87,088	91,092	94,596	98,100
11	80,081	84,586	89,090	93,094	96,598	100,102
12	82,083	86,588	91,092	95,097	98,600	102,104
13	•	_	-	97,099	100,602	104,106

- Prior teaching experience shall be credited with one step for each approved year of prior professional experience up to five years, based upon a regular credential for the state in which the experience occurred.
- Units are upper division or graduate semester units and must be obtained after the date bachelor's or master's degree was granted. All units for training level advancement must have prior approval.
- Full-time staff members, who while employed by the Marin County Office of Education, earn an accredited MA, PhD, or EdD after July 1, 1977 will receive a one-time payment of \$500. Only one payment per MA, PhD, and EdD is permitted.
- 4. Step 13 is open only to certificated staff possessing an accredited MA/PhD/EdD.
- 5. At the beginning of the 15th, 18th, 20th and 25th year of full-time accredited service, as reflected by placement on the salary schedule, or equivalent thereof, bargaining unit members will receive \$3,000, \$6,000, \$9,000 and \$12,000 respectively in addition to the annual salary. This provision will be implemented as of July 1, 2006. Upon receipt of a longevity increment, an employee will move to the next longevity increment at the beginning of the 18th, 20th and 25th years of full-time accredited service or equivalent thereof. For the purposes of this provision, uncompensated leaves for more than 25% of the work year will not be counted as a year of service, nor will it be considered a break in service. All leaves for which the employee receives compensation from the Marin County Office of Education will be counted as a period of service. These longevity payments will not be available to unit members who work 50% or less.
- $6. \ \ \textit{In order to receive a year of service credit, an employee must work at least 75 \% of the work year.}$

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

\$ 50,051 \$ 50,051 x 1.96 = \$ 98,100 annual salary

DECIMAL MATRIX

STEP	I А.В.		II A.B. + 15	III A.B. + 30		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			1.41	1.48
2		1.06	1.17	1.26	1.34	1.41	1.40
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 2019-2020 EFFECTIVE JULY 1, 2019 TRAINING LEVEL CLASS

STEP	1	11	111	IV	V	VI
				M.A.	M.A. + 15	M.A. + 30
				or	or	or
	A.B.		A.B. + 30	A.B. +45	A.B. + 60	A.B. + 75
1	51,553	56,192	60,832	64,956	68,565	72,174
2	55,677	60,316	64,956	69,080	72,689	76,298
3	59,801	64,441	69,080	73,205	76,813	80,422
4	63,925	68,565	73,205	77,329	80,937	84,546
5	67,018	71,658	76,298	80,422	84,031	87,639
6	70,111	74,751	79,391	83,515	87,124	90,732
7	73,205	77,844	82,484	86,608	90,217	93,826
8	76,298	80,937	85,577	89,701	93,310	96,919
9	78,360	83,000	87,639	91,764	95,372	98,981
10	80,422	85,062	89,701	93,826	97,434	101,043
11	82,484	87,124	91,764	95,888	99,496	103,105
12	84,546	89,186	93,826	97,950	101,558	105,167
13	-	-	-	100,012	103,621	107,229

- Prior teaching experience shall be credited with one step for each approved year of prior professional experience up to five years, based upon a regular credential for the state in which the experience occurred.
- Units are upper division or graduate semester units and must be obtained after the date bachelor's or master's degree was granted. All units for training level advancement must have prior approval.
- Full-time staff members, who while employed by the Marin County Office of Education, earn an accredited MA, PhD, or EdD after July 1, 1977 will receive a one-time payment of \$500. Only one payment per MA, PhD, and EdD is permitted.
- 4. Step 13 is open only to certificated staff possessing an accredited MA/PhD/EdD.
- 5. At the beginning of the 15th, 18th, 20th and 25thyear of full-time coccrecited service, as reflected by placement on the salary schedule, or equivalent thereof, bargaining unit members will receive \$3,000, \$6,000, \$9,000 and \$12,000 respectively in addition to the annual salary. This provision will be implemented as of July 1, 2006. Upon receipt of a longevity increment, an employee will move to the next longevity increment at the beginning of the 18th, 20th and 25th years of full-time accredited service or equivalent thereof. For the purposes of this provision, uncompensated leaves for more than 25% of the work year will not be counted as a year of service, nor will it be considered a break in service. All leaves for which the employee receives compensation from the Marin County Office of Education will be counted as a period of service. These longevity payments will not be available to unit members who work 50% or less.
- 6. In order to receive a year of service credit, an employee must work at least 75 % of the work year.

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

\$ 51,553

\$ 51,553 x 1.96 = \$ 101,043 annual salary

DECIMAL MATRIX

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 2020-2021 EFFECTIVE JULY 1, 2020 TRAINING LEVEL CLASS

STEP	1	11	111	IV	V	VI
				M.A.	M.A. + 15	M.A. + 30
				or	or	or
	A.B.	A.B. + 15	A.B. + 30	A.B. +45	A.B. + 60	A.B. + 75
1	53,100	57,879	62,658	66,905	70,622	74,339
2	57,348	62,127	66,905	71,153	74,870	78,587
3	61,596	66,374	71,153	75,401	79,118	82,835
4	65,843	70,622	75,401	79,649	83,366	87,083
5	69,029	73,808	78,587	82,835	86,552	90,269
6	72,215	76,994	81,773	86,021	89,738	93,455
7	75,401	80,180	84,959	89,207	92,924	96,641
8	78,587	83,366	88,145	92,393	96,110	99,827
9	80,711	85,490	90,269	94,517	98,234	101,951
10	82,835	87,614	92,393	96,641	100,358	104,075
11	84,959	89,738	94,517	98,765	102,482	106,199
12	87,083	91,862	96,641	100,889	104,606	108,323
13	_	-	_	103,013	106,730	110,447

- Prior teaching experience shall be credited with one step for each approved year of prior professional experience up to five years, based upon a regular credential for the state in which the experience occurred.
- Units are upper division or graduate semester units and must be obtained
 after the date bachelor's or master's degree was granted. All units
 for training level advancement must have prior approval.
- Full-time staff members, who while employed by the Marin County Office of Education, earn an accredited MA, PhD, or EdD after July 1, 1977 will receive a one-time payment of \$500. Only one payment per MA, PhD, and EdD is permitted.
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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

\$ 53,100 x 1.96 = \$ 104,075 annual salary

\$ 53,100

DECIMAL MATRIX

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

NAME:		
ADDRESS NOTIC	CE TO BE SENT TO:	
PHONE:		
PRESENT LOCAT	TION	
PRESENT POSITI	ON	
HOURS NOW:	HOUR	S WANTED
I hereby request a t	ransfer 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	g valid California teaching crede	entials:
Comments and other	er information:	
Signature:		Date:

MARIN COUNTY OFFICE OF EDUCATION

Certificated Employee Grievance Form

Grievant's Name
Address
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 signatureDate
Received by immediate
supervisor signatureDate
Form available from Personnel Office)

B-1

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	Data	
Signature	Date	
Received by grievant	Det	
Signature	Date	

Step 3

Arbitration Initiated by the Association

I hereby request the Association submit th	is 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	
###	<i>‡</i>
We hereby notify the Grievant we intend to condu	ct a review of this grievance on
Date	
	Marin County Board of Education
	Ву
	Date:

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

Article 17 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 clamember):	ass size/caseload (to be completed by unit
(Form available from Personnel Office)	

Recommendation and rationale of immediate supervisor supervisor):	(to be completed by immediate
Immediate Supervisor	Date
LEVEL II	
I request a review by the Designee of the Assistant Su {Education Services) as described in Article 13 and disa immediate supervisor for the following reasons:	
Unit Member	Date
Recommendation and rationale of Assistant Superintence (Education Services):	dent Designee (Special Education) /
Designee (Special Education) Designee (Education Services)	Date

LEVEL III

I request a review by the Assistant Superintendent (Special Ed Services) and disagree with the recommendations of the Designation	
Education) / Designee (Education Services) for the following	
Unit Member	 Date
Cint Member	Date
Final Decision of Assistant Superintendent (Special Educat	tion) / (Education Services):
``	, , ,
Assistant Superintendent (Special Education) / (Education Services)	Date

CERTIFICATED EVALUATION PLAN FOR SCHOOL YEAR:

EVALUATEE:	EVALUATOR:	YEAR	LAST EVALUATED:
ASSIGNMENT:	LOCATION:	# YRS. I	IN POSITION:
☐Select 2 Stand ☐Reviewed Eval	ards for emphasis uation documents,	for evaluati including (ning Profession (CSTP) ion year:
	on/ Conference se	tting:	Date:
2 nd Observation	on/ Conference set	ting:	Date:
(Evaluator and e conference.)	valuatee will agree to sp	pecific dates o	of observation at a later time, if not identified at planning
PROFESSIONAL DE Evaluatee will co Professional Edu	mplete the following go		uation year related to CSTP Standard 6: Developing as a
Evidence of com	pletion of goal:		
 Obsen Confer Review Review Review Evalua Input r (All sources during the observance) 	evaluating employee pe vations (scheduled / unst ences v of student files v of employee written m v of personnel file ttee input eceived / requested fror will be directly relevant	aterials m related sour to the evalua year. Docum	ay include, but are not limited to the following: rces relevant to work duties tion of the evaluatee job performance tentation of evaluation sources will be included and shared ation Report.)
ADDITIONAL EVALU Identified area Improvement	as needing improve		previous year are attached.
EVALUATOR:			DATE:
			valuation criteria, methods, schedule, goals, have attached comments.
EVALUATEE:			DATE:

 $T: \label{thm:continuous} T: \label{thm:co$

Certificated Observation/Conference Form

Employee:		Evaluator:	Date:				
Observation / Conference notes:							
	Rating:	Exceeds Standard rating dem Satisfactory rating demonstrat Area of Concern rating exhibit consistently acceptable perform area needing improvement sha Does not Meet Standard ratin recommendations for overcoming presented by the evaluator.	es acceptable per s the potential to r nance. Specific re Il be presented by g demonstrates ur	formance. neet stand commend the evalu- nacceptab	dards but de lations for o ator. le performa	emonstrat vercomin nce. Sp	tes a lack of g the stated ecific
				Exceeds Standard	Satisfactory	Area of Concern	Does not meet Standards
1	Engaging and Supp	porting All Students in Lea	rning	Otaridara		Concent	Claridardo
1.1	Using knowledge of stude	nts to engage them in learning					
1.2	Connecting learning to stu- life experiences, and interes	dents' prior knowledge, backgrounds ests	,	_ _			
1.3	Connecting subject matter	to meaningful, real-life contexts		_ _			
1.4		onal strategies, resources, and ents' diverse learning needs		 			
1.5	Promoting critical thinking reflection	through inquiry, problem solving, and	<u>'</u>	<u> </u>			
1.6	Monitoring student learning teaching	g and adjusting instruction while		_ _			
Com	ments:						
2	Creating & Maintain	ning Effective Environment	s for Student L	earning			
2.1		nent and responsibility within a caring udent is treated fairly and respectfully					
2.2		I learning environments that promote versity, and encourage constructive a long students					
2.3	Establishing and maintaini physically, intellectually, a	ing learning environments that are nd emotionally safe					
2.4	Creating a rigorous learning and appropriate support for	ng environment with high expectations or all students	s				
2.5	Developing, communicating individual and group behavior	ng, and maintaining high standards fo vior	r [
2.6		ines, procedures, norms, and suppor sure a climate in which all students c					
2.7	Using instructional time to	optimize learning		\neg			
Com	Comments:						
3 Understanding and Organizing Subject Matter for Student Learning							
3.1	Demonstrating knowledge standards, and curriculum	of subject matter, academic content frameworks	1				
3.2	Applying knowledge of stu ensure student understand	dent development and proficiencies t ding of subject matter	0	_ _			
3.3	Organizing curriculum to fa subject matter	acilitate student understanding of the		_ _			
3.4	Utilizing instructional strate matter	egies that are appropriate to the subje	ect	_ _			
3.5		rces, technologies, and standards- rials, including adopted materials, to		_ _			

	make subject matter accessible to all students					
3.5	Addressing the needs of English learners and students with special needs to provide equitable access to the content					
Con	nments:					
4	Planning Instruction & Designing Learning Exper	iences for all Stu	idents			
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction					
4.2	Establishing and articulating goals for student learning					
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning					
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students					
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students					
Con	nments:					
5	Assessing Students for Learning					
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments					
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction					
5.3	Reviewing data, both individually and with colleagues, to monitor student learning					
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction					
5.5	Involving all students in self-assessment, goal setting, and monitoring progress					
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning					
5.7	Using assessment information to share timely and comprehensible feedback with students and their families					
Con	nments:					
6	Developing as a Professional Educator					
6.1	Reflecting on teaching practice in support of student learning	П	П			
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development					
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning					
6.4	Working with families to support student learning					
6.5	Engaging local communities in support of the instructional program		П	П	П	
6.6	Managing professional responsibilities to maintain motivation and commitment to all students		П	П	П	
6.7	Demonstrating professional responsibility, integrity, and ethical conduct					
Con	nments:	. _				
7	Other Areas					
7.1	Maintaining student confidentiality					
7.2	Observes specific state and local reporting requirements					
7.3	Maintains appropriate school records					
7.4	Observes legal timelines		Ш		Ш	

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Com	nments:				
Eva	aluator:	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.					
Eva	aluatee:	Date:			

CERTIFICATED SUMMATIVE EVALUATION REPORT

Employee:		oyee:	Evaluator:			
	Assig	nment:	School Year:			
	Empl	oyment Status:Temp	Date of Report:			
	Date	of Summative Conferenc	e:			
I.	AREA	AS OF EVALUATION:		Area of Emphasis	Unsatisfactory	Satisfactory
	1.	Engaging and Supporting All	Students in Learning			
	2.	Creating & Maintaining Effect student learning	ive environments for			
	3.	Understanding and Organizin student learning	g subject matter for			
	4.	Planning instruction & Design experiences for all students	ning learning			
	5.	Assessing student for learning	ng			
	6.	Developing as a Professional Evidence of Professional Dev				
	7.	Other Areas	velopinent Goal Gustimited			
II. III. IV. V.	AREA ☐ (Im IMPR ☐ Attac support	MENDATIONS: AS OF UNSATISFACTO provement plan required if an are COVEMENT PLAN: shed Improvement Plan (Shall include that will be provided.) RALL EVALUATION	a is checked unsatisfactory	.)	vell as identification of Unsatisfactory	of management
Eval	uator: _		Date:			
This re	port has be	en discussed with me in conference v	vith the Evaluator. I understand	d my signature do	es not necessarily ir	ndicate agreement.
		☐ I have attached comments.	☐ I AGREE.		I DISAGREE.	
Eval	uatee:		Date:			