

AGREEMENT

Pursuant to Sections 3540-3549

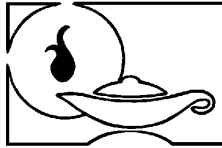
of the

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**



2021-2024

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ARTICLE 1

AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by and between the Marin County Superintendent of Schools/Marin County Board of Education ("Superintendent/Governing Board") and the California School Employees Association/Marin County Office of Education, 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: any position 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.
- 2.3 All newly created positions except certificated, management, confidential, or supervisory positions shall be assigned by the Superintendent to the appropriate bargaining unit.

ARTICLE 3

ORGANIZATIONAL SECURITY

3.1 Organizational Security

- 3.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 3.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 3.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 3.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying 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.

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

ARTICLE 4

NEGOTIATING PROCEDURES

4.1 Proposals and Meetings

- 4.1.1 The Association shall present its annual proposal to the Superintendent/Governing Board no later than 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 jointly work out complete minutes of the meetings.

4.4 Agreement

- 4.4.1 Agreement reached on agenda items shall be initialed or signed by representatives of the Association and the Superintendent/Governing Board. However, each agreement reached shall be tentative until agreement can be reached finally on all of the proposal and subjects which have been submitted.

- 4.4.2 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 table talk, 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)

ARTICLE 5

SALARIES AND FRINGE BENEFITS

- 5.1 The salary schedule for 2021-2022, 2022-2023 and 2023-2024 shall be set forth in Exhibit B. This represents a 2.55% increase effective July 1, 2021, a 2.55% increase effective July 1, 2022 and a 2.55% increase effective July 1, 2023.
- 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 \$1,155.00 per employee per month effective October 1, 2021, an amount not to exceed \$1,205.00 per employee per month effective October 1, 2022, and an amount not to exceed \$1,255.00 per employee per month effective October 1, 2023. 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:

\$120 per month, beginning the sixth (6th) year of service and increasing to
\$130 per month, beginning the seventh (7th) year of service and increasing to
\$140 per month, beginning the eighth (8th) year of service and increasing to
\$150 per month, beginning the ninth (9th) year of service and increasing to
\$160 per month, beginning the tenth (10th) year of service and increasing to
\$170 per month, beginning the eleventh (11th) year of service and increasing to
\$180 per month, beginning the twelfth (12th) year of service and increasing to
\$190 per month, beginning the thirteenth (13th) year of service and increasing to
\$200 per month, beginning the fourteenth (14th) year of service and increasing to
\$210 per month, beginning the fifteenth (15th) year of service and increasing to
\$220 per month, beginning the sixteenth (16th) year of service and increasing to
\$230 per month, beginning the seventeenth (17th) year of service and increasing to
\$240 per month, beginning the eighteenth (18th) year of service and increasing to
\$250 per month, beginning the nineteenth (19th) year of service and increasing to
\$280 per month, beginning the twentieth (20th) year of service and increasing to
\$290 per month, beginning the twenty-first (21st) year of service and increasing to
\$300 per month, beginning the twenty-second (22nd) year of service and increasing to
\$310 per month, beginning the twenty-third (23rd) year of service and increasing to
\$320 per month, beginning the twenty-fourth (24th) year of service and increasing to
\$330 per month, beginning the twenty-fifth (25th) year of service and increasing to
\$340 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, TERM, 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.
- 5.6 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)

Revised 5/13/21 (5.1, 5.2, 5.4)

ARTICLE 6

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 by management 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:

6.6.5.1 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.

ARTICLE 7

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 (4 th Thursday)	Thanksgiving
November (4 th 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.

ARTICLE 8

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 (6) months of continuous service in the Marin County Office of Education. No employee shall accrue any paid vacation leave for any period of leave without pay, absence without leave, or suspension without pay.

8.1.1.1 Each full-time employee shall accrue vacation leave at the rate of 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 duty immediately following the vacation period.
 - 8.1.5.4 If the request is filed with the Superintendent within two weeks of the illness or bereavement or within, at the latest, one week of the employee's return to duty unless extraordinary extenuating circumstances exist which prevent such filing.
 - 8.1.5.5 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.
 - 8.1.5.6 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored

to the employee's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases, the Superintendent may, at his/her discretion, authorize payment as described in paragraph 8.1.4 above.

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

8.2 Paid Sick Leave

- 8.2.1 Sick leave is the authorized absence of an employee due to disabilities caused by illness, injury, exposure to contagious disease, pregnancy, childbirth, and recovery therefrom.
- 8.2.2 At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.

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

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

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

- 8.2.4 An employee who is absent due to a disability and receives full pay because of accrued sick leave or receives differential pay as specified in paragraph 8.2.5 shall be entitled to accrued sick leave and vacation, and receive normal paid health, dental, and life insurance fringe benefits.
- 8.2.5 When a permanent employee is absent due to a non-industrial disability and has used all of his/her entitlement to sick leave, vacation compensation, compensatory time or other available paid leave, the employee shall be paid the difference between his/her current salary and the sum which is actually paid a substitute employee to fill his/her position during his/her absence for the period remaining through the fifth month of disability. Under this section, in no case shall an employee receive less than the difference between his/her current salary and the first step of his/her position on the

salary schedule, except where Marin County Superintendent of Schools/Marin County Board of Education adopts a salary schedule for substitute employees.

For purposes of this paragraph sick leave, vacation compensation, compensatory time, other available paid leave, including SDI shall be allowed for a maximum of not more than five (5) months.

- 8.2.6 A permanent employee whose disability extends beyond the five month period may, upon written advice from a licensed medical advisor, be granted by the Superintendent a leave of absence without pay, not to exceed one year. No health, dental, or life insurance benefits will be provided by the Superintendent/Governing Board during this period. However, the employee may at his/her option, purchase such benefits at the actual cost to the Superintendent/Governing Board by submitting all necessary payments to the Marin County Office of Education prior to the date such payments become due. Upon his/her return to work, the anniversary date of his/her salary increments will be changed to make adjustments for time not worked and not covered by sick leave.
- 8.2.7 Emergency and limited-term employees will not earn sick leave credit unless they are subsequently appointed into permanent positions without a break in service. If any emergency or limited-term employee is subsequently appointed into a permanent position without a break in service, he/she shall receive accrued sick leave from first date in such limited-term appointment.
- 8.2.8 Each employee shall record his/her sick leave on a time sheet. The Superintendent/Governing Board may require a physician's written verification of the reason for absence due to illness or accident for any absence greater than three (3) consecutive days.
- 8.2.9 Unlimited accumulations of sick leave shall be allowed. The cumulative aspect of sick leave from year-to-year is based on accrual at the rate specified in paragraph 8.2.3 above.
- 8.2.10 If an employee leaves the employment of the Marin County Office of Education, accumulated unused sick leave will not be credited to the employee's final payment. 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 of hours worked each month in which the employee was in paid status during the preceding year.

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

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

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

8.4 Bereavement Leave

8.4.1 A regular employee shall receive necessary leave of absence with 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 Personal Necessity

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

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

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

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

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

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

- 8.5.1.5 Observance of major religious holidays.
- 8.5.1.6 Association business as needed by members of the Association Executive Committee.
- 8.5.1.7 Matters of compelling personal importance.
- 8.5.1.8 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 Leave of Absence Without Pay

- 8.9.1 Leave of absence without pay may be granted to a permanent classified employee, upon the written request of the employee and the approval of the Superintendent or his/her designee subject to the following restrictions:
- 8.9.1.1 Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service and leave of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed two years.
 - 8.9.1.2 The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties, and provided that a position in his/her class still exists and the employee has seniority rights to the position. The position may be filled only for the duration of the leave, and the employee must be released or reassigned upon completion of the leave and return of the regular employee.
 - 8.9.1.3 Upon granting leave, the Superintendent may request a letter of intent to return by one (1) month before expiration of leave.
- 8.9.2 An employee may make a written request to the Superintendent to return to work prior to the expiration date of the leave. The Superintendent may approve or reject the request.
- 8.9.3 Failure to report for duty within five (5) working days after a leave has expired shall be considered abandonment of the position and the employee may be terminated by the Superintendent. This provision is not applicable to military leaves.

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

8.10 Maternity Leave

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

- 8.10.1.1 An employee who becomes pregnant shall advise her supervisor of that fact as early as possible giving an estimate of the dates (as confirmed by a physician's statement) the employee anticipates 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.
- 8.10.1.4 A leave of absence longer than the period of disability is a general leave of absence, not a maternity leave or a disability leave to which benefits are attendant and must be requested separately.
- 8.10.1.5 During a period of leave without pay no health, dental, vision or life insurance benefits will be provided by the Superintendent/Governing Board. However, the employee may, at her option, purchase such benefits at the actual cost to the Superintendent/Governing Board by submitting all necessary payments to the Marin County Office of Education prior to the date such payments become due.
- 8.10.1.6 Ability of an employee to return to work following childbirth shall be determined by the employee in consultation with her physician, subject to the right of the Superintendent to receive a physician's opinion in writing as to the physical ability of the employee to perform duties.

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

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

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

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

8.10.1.7.4 For the school year following childbirth.

In the event that an employee receives a personal leave of absence due to pregnancy prior to actual disability, the employee shall be entitled to transfer to sick leave status to receive the benefits thereof upon becoming disabled by pregnancy, miscarriage, abortion, childbirth, or recovery, but only if the personal leave was specifically requested for this reason and if the resulting disability was caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

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

8.11 Transfer of Sick Leave from Another District

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

8.12 Leave Reporting

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

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

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

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

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

8.13 Return to Work After Illness or Disability

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

8.14 Family Medical Leave

8.14.1 Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (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)

ARTICLE 9

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 Transfer: 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 Employee: Refers to any employee who is included in the bargaining unit covered by this Agreement.
- 9.2.3 Business Day: Any day the Marin County Office of Education is open for business.
- 9.2.4 School Year: 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 Institutional Incompatibility: 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 Administration-Initiated Transfer

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.

9.4.2.2 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 Any employee 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)

ARTICLE 10

INSERVICE TRAINING

10.1 Inservice Training

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:

10.3.1 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.

10.3.2 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).

10.3.4 The decision of the Assistant/Deputy Superintendent shall be final and not subject to provisions of Article 13, Grievance Procedures.

10.4 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)

ARTICLE 11

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)

ARTICLE 12

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.

ARTICLE 13

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

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

- 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
 - 13.2.2.2.1 In the event the grievant, is not satisfied with the decision at Step I, he/she may, within ten (10) business days after receipt of the decision from the Superintendent, or his/her designee, request in writing to both the Association and the Superintendent/ Governing Board that the Association consider submitting the grievance to arbitration. The Association by written notice to the Superintendent, or his/her designee within fifteen (15) business days after receipt of the request from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Step I shall become final.
 - 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.

ARTICLE 14

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.

ARTICLE 15

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.

ARTICLE 16

TERM

16.1 The term of the agreement shall be from July 1, 2021 to and including June 30, 2024.

16.2 Reopeners:

This agreement may be reopened for the 2024-2025 school year by the Superintendent/
Governing Board or the Association by notifying the other party by June 1, 2024.
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 2021-2024. 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)

Revised 5/11/21 (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 and the California School Employees Association (CSEA Chapter #327) do hereby agree to the following changes to the 2021-2024 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 2021-2022, 2022-2023 and 2023-2024 shall be set forth in Exhibit B. This represents a 2.55% increase effective July 1, 2021, a 2.55% increase effective July 1, 2022 and a 2.55% increase effective July 1, 2023.
- 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 \$1,155.00 per employee per month effective October 1, 2021, an amount not to exceed \$1,205.00 per employee per month effective October 1, 2022, and an amount not to exceed \$1,255.00 per employee per month effective October 1, 2023. 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.

5.4 Effective July 1, 2021, career service increments, based upon date of hire, shall be paid to all unit members on the following basis:

\$120 per month, beginning the sixth (6th) year of service and increasing to
\$130 per month, beginning the seventh (7th) year of service and increasing to
\$140 per month, beginning the eight (8th) year of service and increasing to
\$150 per month, beginning the ninth (9th) year of service and increasing to
\$160 per month, beginning the tenth (10th) year of service and increasing to
\$170 per month, beginning the eleventh (11th) year of service and increasing to
\$180 per month, beginning the twelfth (12th) year of service and increasing to
\$190 per month, beginning the thirteenth (13th) year of service and increasing to
\$200 per month, beginning the fourteenth (14th) year of service and increasing to
\$210 per month, beginning the fifteenth (15th) year of service and increasing to
\$220 per month, beginning the sixteenth (16th) year of service and increasing to
\$230 per month, beginning the seventeenth (17th) year of service and increasing to
\$240 per month, beginning the eighteenth (18th) year of service and increasing to
\$250 per month, beginning the ninetieth (19th) year of service and increasing to
\$280 per month, beginning the twentieth (20th) year of service and increasing to
\$290 per month, beginning the twenty-first (21st) year of service and increasing to
\$300 per month, beginning the twenty-second (22nd) year of service and increasing to
\$310 per month, beginning the twenty-third (23rd) year of service and increasing to
\$320 per month, beginning the twenty-fourth (24th) year of service and increasing to
\$330 per month, beginning the twenty-fifth (25th) year of service and increasing to
\$340 per month, beginning the twenty-sixth (26th) year of service.

A unit member will receive only one (1) career service increment. All eligible unit members will receive a career increment only in a month in which they are in paid status. The full amount of the career service increment shall be paid to all regular unit members who work one-half time or more and prorated for those unit members who work less than half time.

ARTICLE 16

TERM

16.1 The term of this Agreement shall be from July 1, 2021 to and including June 30, 2024.

16.2 Reopeners:

This agreement may be reopened for the 2024-2025 school year by the Superintendent/Governing Board or the Association by notifying the other party by June 1, 2024. 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 2021-2024. All other issues subjected to Collective Bargaining are hereby withdrawn by both parties. All other provisions of the 2018-2021 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

Date: 5/13/2021

Vicki Ascher
President, CSEA Chapter #327

Stanley Bransgrove
CSEA Labor Relations Representative

Marin County Office of Education

Date: 5/11/2021

Mary Jane Burk
Marin County Superintendent of Schools

Dr. Curtis Robinson
Marin County Board of Education

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**

2021-2022

EFFECTIVE JULY 1, 2021

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	17.54	18.42	19.34	20.30	21.32
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	18.41	19.33	20.30	21.31	22.38
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK	28	19.33	20.30	21.31	22.38	23.50
4	RECEPTIONIST CLERK OFFICE UTILITY WORKER	30	20.30	21.32	22.38	23.50	24.67
5	(VACANT)	32	21.32	22.39	23.51	24.68	25.91
6	BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	22.40	23.52	24.70	25.93	27.23
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 ACCOUNTING TECHNICIAN I	36	23.51	24.69	25.92	27.22	28.58
8	GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	24.68	25.91	27.21	28.57	30.00
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	25.91	27.21	28.57	29.99	31.49
10	ACCOUNTING TECHNICIAN II SENIOR ADMINISTRATIVE SECRETARY	42	27.21	28.57	30.00	31.50	33.07
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	28.58	30.01	31.51	33.08	34.74

12	(VACANT)	46	30.01	31.51	33.09	34.74	36.48
13	OCCUPATIONAL TRAINING ASSISTANT ACCOUNTING ASSISTANT	48	31.49	33.06	34.72	36.45	38.28
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	33.08	34.73	36.47	38.29	40.21
15	(VACANT)	52	34.73	36.47	38.29	40.20	42.21
16	(VACANT)	54	36.48	38.30	40.22	42.23	44.34
17	IS SPECIALIST	56	38.30	40.22	42.23	44.34	46.55
18	(VACANT)	58	40.21	42.22	44.33	46.55	48.88
19	(VACANT)	60	42.21	44.32	46.54	48.86	51.31
20	(VACANT)	62	44.33	46.55	48.87	51.32	53.88
21	(VACANT)	64	46.54	48.87	51.31	53.88	56.57
22	OCCUPATIONAL THERAPIST	66	48.88	51.32	53.89	56.58	59.41

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
2021-2022
EFFECTIVE JULY 1, 2021
(EXEMPT POSITIONS)**

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	30.01	31.51	33.09	34.74	36.48
2	(VACANT)	48	31.50	33.08	34.73	36.47	38.29
3	(VACANT)	50	33.07	34.72	36.46	38.28	40.20
4	(VACANT)	52	34.73	36.47	38.29	40.20	42.21
5	PHYSICAL THERAPIST	54	36.48	38.30	40.22	42.23	44.34
6	(VACANT)	56	38.29	40.20	42.21	44.33	46.54
7	(VACANT)	58	40.20	42.21	44.32	46.54	48.86
8	(VACANT)	60	42.22	44.33	46.55	48.87	51.32
9	(VACANT)	62	44.33	46.55	48.87	51.32	53.88
10	INFORMATION SYSTEMS ANALYS	64	46.54	48.87	51.31	53.88	56.57
11	(VACANT)	66	48.88	51.32	53.89	56.58	59.41
12	(VACANT)	68	51.32	53.89	56.58	59.41	62.38
13	(VACANT)	70	53.88	56.57	59.40	62.37	65.49
14	(VACANT)	72	56.58	59.41	62.38	65.50	68.77

CAREER SERVICE INCREMENT

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

TO \$ 120 PER MONTH, BEGINNING THE SIXTH (6TH) YEAR OF SERVICE AND INCREASING
TO \$ 130 PER MONTH, BEGINNING THE SEVENTH (7TH) YEAR OF SERVICE AND INCREASING
TO \$140 PER MONTH, BEGINNING THE EIGHTH (8TH) YEAR OF SERVICE AND INCREASING
TO \$150 PER MONTH, BEGINNING THE NINTH (9TH) YEAR OF SERVICE AND INCREASING
TO \$160 PER MONTH, BEGINNING THE TENTH (10TH) YEAR OF SERVICE AND INCREASING
TO \$170 PER MONTH, BEGINNING THE ELEVENTH (11TH) YEAR OF SERVICE AND INCREASING
TO \$180 PER MONTH, BEGINNING THE TWELFTH (12TH) YEAR OF SERVICE AND INCREASING
TO \$190 PER MONTH, BEGINNING THE THIRTEENTH (13TH) YEAR OF SERVICE AND INCREASING
TO \$200 PER MONTH, BEGINNING THE FOURTEENTH (14TH) YEAR OF SERVICE AND INCREASING
TO \$210 PER MONTH, BEGINNING THE FIFTEENTH (15TH) YEAR OF SERVICE AND INCREASING
TO \$220 PER MONTH, BEGINNING THE SIXTEENTH (16TH) YEAR OF SERVICE AND INCREASING
TO \$230 PER MONTH, BEGINNING THE SEVENTEENTH (17TH) YEAR OF SERVICE AND INCREASING
TO \$240 PER MONTH, BEGINNING THE EIGHTEENTH (18TH) YEAR OF SERVICE AND INCREASING
TO \$250 PER MONTH, BEGINNING THE NINETEENTH (19TH) YEAR OF SERVICE AND INCREASING
TO \$280 PER MONTH, BEGINNING THE TWENTIETH (20TH) YEAR OF SERVICE AND INCREASING
TO \$290 PER MONTH, BEGINNING THE TWENTY-FIRST (21ST) YEAR OF SERVICE.
TO \$300 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.
TO \$310 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.
TO \$320 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.
TO \$330 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.
TO \$340 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

**MARIN COUNTY OFFICE OF EDUCATION
CLASSIFIED SERVICE SALARY STRUCTURE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2022-2023**

		EFFECTIVE JULY 1, 2022					
LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	17.99	18.89	19.83	20.83	21.87
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	18.88	19.82	20.82	21.86	22.95
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK	28	19.82	20.81	21.85	22.94	24.09
4	RECEPTIONIST CLERK OFFICE UTILITY WORKER	30	20.82	21.86	22.95	24.10	25.31
5	(VACANT)	32	21.86	22.95	24.10	25.31	26.57
6	BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	22.97	24.12	25.32	26.59	27.92
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 ACCOUNTING TECHNICIAN I	36	24.11	25.32	26.58	27.91	29.31
8	GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	25.31	26.58	27.90	29.30	30.76
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	26.57	27.90	29.29	30.76	32.30
10	ACCOUNTING TECHNICIAN II SENIOR ADMINISTRATIVE SECRETARY	42	27.90	29.30	30.76	32.30	33.91
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	29.31	30.78	32.31	33.93	35.63

12	(VACANT)	46	30.78	32.32	33.93	35.63	37.41
13	OCCUPATIONAL TRAINING ASSISTANT ACCOUNTING ASSISTANT	48	32.29	33.90	35.60	37.38	39.25
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	33.92	35.62	37.40	39.27	41.23
15	(VACANT)	52	35.62	37.40	39.27	41.23	43.30
16	(VACANT)	54	37.41	39.28	41.24	43.31	45.47
17	IS SPECIALIST	56	39.28	41.24	43.31	45.47	47.75
18	(VACANT)	58	41.24	43.30	45.47	47.74	50.13
19	(VACANT)	60	43.29	45.45	47.73	50.11	52.62
20	(VACANT)	62	45.46	47.73	50.12	52.63	55.26
21	(VACANT)	64	47.73	50.12	52.62	55.25	58.02
22	OCCUPATIONAL THERAPIST	66	50.13	52.64	55.27	58.03	60.93

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

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**MARIN COUNTY OFFICE OF EDUCATION
CLASSIFIED SERVICE SALARY STRUCTURE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2022-2023
EFFECTIVE JULY 1, 2022
(EXEMPT POSITIONS)**

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	30.78	32.32	33.93	35.63	37.41
2	(VACANT)	48	32.30	33.92	35.61	37.39	39.26
3	(VACANT)	50	33.91	35.61	37.39	39.26	41.22
4	(VACANT)	52	35.62	37.40	39.27	41.23	43.30
5	PHYSICAL THERAPIST	54	37.41	39.28	41.24	43.31	45.47
6	(VACANT)	56	39.27	41.23	43.30	45.46	47.73
7	(VACANT)	58	41.23	43.29	45.46	47.73	50.12
8	(VACANT)	60	43.30	45.47	47.74	50.13	52.63
9	(VACANT)	62	45.46	47.73	50.12	52.63	55.26
10	INFORMATION SYSTEMS ANALYST	64	47.73	50.12	52.62	55.25	58.02
11	(VACANT)	66	50.13	52.64	55.27	58.03	60.93
12	(VACANT)	68	52.63	55.26	58.02	60.93	63.97
13	(VACANT)	70	55.25	58.01	60.91	63.96	67.16
14	(VACANT)	72	58.02	60.92	63.97	67.17	70.52

CAREER SERVICE INCREMENT

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

BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

TO \$ 120 PER MONTH, BEGINNING THE SIXTH (6TH) YEAR OF SERVICE AND INCREASING
TO \$ 130 PER MONTH, BEGINNING THE SEVENTH (7TH) YEAR OF SERVICE AND INCREASING
TO \$ 140 PER MONTH, BEGINNING THE EIGHTH (8TH) YEAR OF SERVICE AND INCREASING
TO \$ 150 PER MONTH, BEGINNING THE NINTH (9TH) YEAR OF SERVICE AND INCREASING
TO \$ 160 PER MONTH, BEGINNING THE TENTH (10TH) YEAR OF SERVICE AND INCREASING
TO \$ 170 PER MONTH, BEGINNING THE ELEVENTH (11TH) YEAR OF SERVICE AND INCREASING
TO \$ 180 PER MONTH, BEGINNING THE TWELFTH (12TH) YEAR OF SERVICE AND INCREASING
TO \$ 190 PER MONTH, BEGINNING THE THIRTEENTH (13TH) YEAR OF SERVICE AND INCREASING
TO \$ 200 PER MONTH, BEGINNING THE FOURTEENTH (14TH) YEAR OF SERVICE AND INCREASING
TO \$ 210 PER MONTH, BEGINNING THE FIFTEENTH (15TH) YEAR OF SERVICE AND INCREASING
TO \$ 220 PER MONTH, BEGINNING THE SIXTEENTH (16TH) YEAR OF SERVICE AND INCREASING
TO \$ 230 PER MONTH, BEGINNING THE SEVENTEENTH (17TH) YEAR OF SERVICE AND INCREASING
TO \$ 240 PER MONTH, BEGINNING THE EIGHTEENTH (18TH) YEAR OF SERVICE AND INCREASING
TO \$ 250 PER MONTH, BEGINNING THE NINETEENTH (19TH) YEAR OF SERVICE AND INCREASING
TO \$ 280 PER MONTH, BEGINNING THE TWENTIETH (20TH) YEAR OF SERVICE AND INCREASING
TO \$ 290 PER MONTH, BEGINNING THE TWENTY-FIRST (21ST) YEAR OF SERVICE.
TO \$ 300 PER MONTH, BEGINNING THE TWENTY-SECOND (22ND) YEAR OF SERVICE.
TO \$ 310 PER MONTH, BEGINNING THE TWENTY-THIRD (23RD) YEAR OF SERVICE.
TO \$ 320 PER MONTH, BEGINNING THE TWENTY-FOURTH (24TH) YEAR OF SERVICE.
TO \$ 330 PER MONTH, BEGINNING THE TWENTY-FIFTH (25TH) YEAR OF SERVICE.
TO \$ 340 PER MONTH, BEGINNING THE TWENTY-SIXTH (26TH) YEAR OF SERVICE.

**MARIN COUNTY OFFICE OF EDUCATION
CLASSIFIED SERVICE SALARY STRUCTURE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2023-2024**

		EFFECTIVE JULY 1, 2023					
LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	FOOD SERVICE ASSISTANT GENERAL CLERK II	24	18.45	19.37	20.34	21.36	22.43
2	FILM INSPECTOR INSTR. ASSISTANT/CHILD DEV.	26	19.36	20.33	21.34	22.41	23.53
3	BOOKING CLERK GENERAL CLERK I MEDIA CENTER CLERK	28	20.33	21.35	22.41	23.53	24.71
4	RECEPTIONIST CLERK OFFICE UTILITY WORKER	30	21.35	22.42	23.54	24.72	25.95
5	(VACANT)	32	22.42	23.54	24.72	25.95	27.25
6	BRAILLIST CUSTODIAN/GROUNDSKEEPER DISTRIBUTOR/I.M.C. LIBRARY ASSISTANT	34	23.56	24.74	25.97	27.27	28.64
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 ACCOUNTING TECHNICIAN I	36	24.72	25.96	27.25	28.62	30.05
8	GRAPHICS TECHNICIAN MAINTENANCE CUSTODIAN MEDIA TECHNICIAN OFFSET EQUIPMENT OPERATOR	38	25.96	27.26	28.62	30.05	31.55
9	INTERPRETER ADMINISTRATIVE SECRETARY	40	27.25	28.61	30.04	31.55	33.12
10	ACCOUNTING TECHNICIAN II SENIOR ADMINISTRATIVE SECRETARY	42	28.61	30.04	31.54	33.12	34.78
11	MAINTENANCE WORKER EXECUTIVE SECRETARY	44	30.06	31.56	33.14	34.80	36.54

12	(VACANT)	46	31.56	33.14	34.79	36.53	38.36
13	OCCUPATIONAL TRAINING ASSISTANT ACCOUNTING ASSISTANT	48	33.11	34.77	36.50	38.33	40.25
14	IS SUPPORT TECHNICIAN BUSINESS EDUCATION LIAISON	50	34.78	36.52	38.34	40.26	42.28
15	(VACANT)	52	36.53	38.36	40.27	42.29	44.40
16	(VACANT)	54	38.36	40.28	42.29	44.41	46.63
17	IS SPECIALIST	56	40.28	42.29	44.41	46.63	48.96
18	(VACANT)	58	42.29	44.40	46.62	48.96	51.40
19	(VACANT)	60	44.39	46.61	48.94	51.39	53.96
20	(VACANT)	62	46.62	48.95	51.40	53.97	56.67
21	(VACANT)	64	48.95	51.40	53.97	56.67	59.50
22	OCCUPATIONAL THERAPIST	66	51.41	53.98	56.68	59.51	62.49

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
2023-2024
EFFECTIVE JULY 1, 2023
(EXEMPT POSITIONS)**

LABOR GRADE	POSITION TITLE	SALARY RANGE #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	LICENSED VOCATIONAL NURSE	46	31.56	33.14	34.79	36.53	38.36
2	(VACANT)	48	33.12	34.78	36.51	38.34	40.26
3	(VACANT)	50	34.77	36.51	38.33	40.25	42.26
4	(VACANT)	52	36.53	38.36	40.27	42.29	44.40
5	PHYSICAL THERAPIST	54	38.36	40.28	42.29	44.41	46.63
6	(VACANT)	56	40.27	42.28	44.40	46.62	48.95
7	(VACANT)	58	42.28	44.39	46.61	48.94	51.39
8	(VACANT)	60	44.40	46.62	48.95	51.40	53.97
9	(VACANT)	62	46.62	48.95	51.40	53.97	56.67
10	INFORMATION SYSTEMS ANALYST	64	48.95	51.40	53.97	56.67	59.50
11	(VACANT)	66	51.41	53.98	56.68	59.51	62.49
12	(VACANT)	68	53.97	56.67	59.50	62.48	65.60
13	(VACANT)	70	56.66	59.49	62.47	65.59	68.87
14	(VACANT)	72	59.50	62.48	65.60	68.88	72.32

CAREER SERVICE INCREMENT

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

BARGAINING UNIT MEMBERS ON THE FOLLOWING BASIS:

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TO \$ 190 PER MONTH, BEGINNING THE THIRTEENTH (13TH) YEAR OF SERVICE AND INCREASING
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TO \$ 340 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 Occurred _____ Contract Section
Alleged to be Violated _____

I discussed this with my supervisor on (date) _____

My supervisor responded on (date) _____

Employee signature _____

Description of problem:

Action Requested:

Grievance Review – Step 1: _____ Date received _____

Signature _____ Title _____ Date _____

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

Employee signature _____ Date _____

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

Employee signature _____ Date _____

Association
Representative
Signature _____ Date _____



MARIN COUNTY SCHOOLS OFFICE

Performance Appraisal – Classified Personnel

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

Type of Appraisal

- 1st 3 months ☐
- 1st 5 months ☐
- Annual ☐
- Other ☐

GUIDELINES

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

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

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

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

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

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

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

A. INTERPERSONAL RELATIONS/COMMUNICATIONS.

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

B. WORK ORGANIZATION AND PLANNING

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

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

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

D. TECHNICAL EXPERTISE AND PERFORMANCE

--	--

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

General Comments:

For Supervisor (Administrator)

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

☐ Memo attached

I have discussed this appraisal with the employee on _____
Date

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

Immediate Supervisor Date
(Administrator)

Reviewed by Date

.....

For Employee

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

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

I have read the evaluation/recommendation and:

- ☐ Agree
- ☐ Disagree

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

Employee Date

For Unsatisfactory Evaluation

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

C.S.E.A. Representative Date

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: _____

ADDRESS NOTICE TO BE SENT TO: _____

PHONE: _____

PRESENT LOCATION _____

PRESENT POSITION _____

HOURS NOW: _____ HOURS WANTED _____

I hereby request a transfer to the following:

First Choice: Position _____ located at _____

Second Choice: Position _____ located at _____

Third Choice: Position _____ located at _____

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

I hold the following valid California teaching credentials:

Comments and other information: _____

Signature: _____ Date: _____

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.
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.
3. The Association will present the request to the Superintendent or his/her Designee. The request will consist of the following documents:
 - 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.


6. Probationary/Permanent unit members may donate a minimum of 4 hours and a maximum of 40 hours per school year.
7. MCOE will verify the sick leave for unit members making the request to access sick leave days as well as potential donors.
8. CSEA will inform unit members of individual requests and secure written donations.
9. MCOE will make the necessary transfers of sick leave.
10. The Superintendent/designee may allow modification of the definition of #2 defining catastrophic illness or injury under special circumstances.
11. Questions which arise pertaining to this program, but not specifically addressed above, will be discussed.

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

DATE: 11/30/2000


NANCY WEAVER
Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE
OF EDUCATION.

DATE: 11/30/00


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").


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


JAMES 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 Understanding (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.
2. 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: 11/30/2000



NANCY WEAVER
Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE
OF EDUCATION

DATE: 11/30/00



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").

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

DATE: 11-30-00


NANCY WEAVER
Labor Relations Representative
California School Employees Association

MARIN COUNTY OFFICE
OF EDUCATION

DATE: 11/30/00


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: 11/30/00



JAMES B. ORRELL
Superintendent/Governing Board
Representative