



**AGREEMENT**

**Pursuant to Sections 3540-3549  
of the  
Government Codes  
of the  
State of California**

**BY AND BETWEEN**

**MARIN COUNTY SUPERINTENDENT OF SCHOOLS/  
MARIN COUNTY BOARD OF EDUCATION**

**AND**

**CALIFORNIA FEDERATION OF TEACHERS/AFT LOCAL 1986**

**HOURLY ORACLE INDEPENDENT STUDY TEACHERS**



**2006 – 2009  
Revised Term 2013-2016  
Revised Term 2016-2019**

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## **ARTICLE 1**

### **AGREEMENT AND RECOGNITION**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) between the Marin County Superintendent of Schools/Marin County Board of Education (“Superintendent/Governing Board”) and the Novato Federation of Teachers/CFT/AFT Local 1986 A (“Federation”), an employee organization.
- 1.2 The Superintendent/Governing Board recognizes the Federation as the exclusive representative of the Hourly ORACLE Independent Study Teachers.

## **ARTICLE 2**

### **HOURS AND CONDITIONS OF EMPLOYMENT**

- 2.1 It is recognized by both parties to this Agreement that Hourly ORACLE Independent Study Teachers work on an as needed basis.

## **ARTICLE 3**

### **HOURLY RATES**

3.1 Effective March 1, 2017, the hourly rate for the remainder of the 2016-2017 school year shall be: \$43.00.

Effective July 1, 2017, the hourly rate for the 2017-2018 school year shall be: \$44.00.

Effective July 1, 2018, the hourly rate for the 2018-2019 school year shall be: \$45.00.

3.4 Unit members shall be paid for one-half (1/2) hour of preparation time for each student contact hour.

Revised 6/12/12 (3.1; 3.2; 3.3)

Revised 6/11/13 (3.1)

Revised 2/14/17 (3.1)

## ARTICLE 4

### GRIEVANCE PROCEDURE

#### 4.1 DEFINITIONS

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

#### 4.2 MISCELLANEOUS

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

4.3 PROCEDURE

4.3.1 STEP 1: INFORMAL LEVEL

4.3.1.1 Within ten (10) business days of the first time a grievance is alleged to arise, the grievant will present the grievance to his/her immediate supervisor during non-instructional hours.

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

4.3.2 STEP 2: FORMAL LEVEL

4.3.2.1

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

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

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

#### 4.3.2.2 STEP 3: APPEAL TO SUPERINTENDENT

- 4.3.2.2.1 In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the form prescribed to the Superintendent, or his/her designee, within five (5) business days after receiving a decision from Step 2.
- 4.3.2.2.2 This statement shall include a copy of the original grievance filed, the decision rendered at the previous step, a clear and concise statement of the appeal, and the reasons for the appeal.
- 4.3.2.2.3 The Superintendent, or his/her designee, shall communicate his/her decision, in writing, to the grievant within five (5) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

#### 4.3.2.3 STEP 4: ARBITRATION

- 4.3.2.3.1 In the event the grievant is not satisfied with the decision at Step 3, he/she may, within ten (10) business days after receipt of the decision from the Superintendent, or his/her designee, request in writing that the Federation submit the grievance to arbitration. The Federation, by written notice to the Superintendent, or his/her designee, within ten (10) business days after receipt of the request form from the grievant, may submit the grievance to arbitration. If not submitted by the Federation, the decision at Step 3 shall become final.

#### 4.3.2.3 STEP 4: ARBITRATION continued

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

#### 4.3.2.3 STEP 4: ARBITRATION

##### 4.3.2.3.4 continued

review of the grievance. Said review shall be based on the documents submitted at the lower levels of the grievance and the arbitrator's award/decision. As a result of such review the Superintendent/ Governing Board may not overturn the arbitrator's decision except when the vote to overturn is supported by at least five votes of a seven-member Board.

## **ARTICLE 5**

### **SAFETY**

- 5.1 All employees shall endeavor to maintain safe and sanitary conditions in their work areas of responsibility.
- 5.2 All Hourly ORACLE Independent Study Teachers 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 ORACLE Independent Study Program.
- 5.3 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.
- 5.4 No Hourly ORACLE Independent Study Teacher 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.
- 5.5 The Federation will receive a copy of any Occupational Safety and Health Administration (OSHA) reports made about any of the facilities where members of the Federation work.

## **ARTICLE 6**

### **SAVINGS**

- 6.1 If during the life of this Agreement, there exists any applicable law or any applicable rule or regulation or order issued by a 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 7**

### **COMPLETION OF AGREEMENT**

- 7.1 This document comprises the entire Agreement between the Superintendent/Governing Board and Hourly ORACLE Independent Study teachers on the matters within the lawful scope of negotiations. Any term or condition not modified herein shall remain in full force and effect. Neither the Superintendent/Governing Board nor the Federation 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 the Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

## ARTICLE 8

### TERM

- 8.1 The term of this Agreement shall be from July 1, 2016 to and including June 30, 2019.
- 8.2 The initial proposal for a successor agreement shall be submitted by either party not more than ninety (90) calendar days or less than thirty (30) calendar days prior to the 30<sup>th</sup> day of June 2019, unless otherwise mutually agreed upon between the parties.

Revised 6/12/12, 6/11/13 (8.1)

Revised 2/14/17 (8.1; 8.2)

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
MARIN COUNTY OFFICE OF EDUCATION  
AND  
CALIFORNIA FEDERATION OF TEACHERS/AFT LOCAL 1986  
HOURLY ORACLE INDEPENDENT STUDY TEACHERS**

The Marin County Superintendent of Schools/Marin County Board of Education ("Superintendent/Governing Board") and the California Federation of Teachers/AFT Local 1986 Hourly Oracle Independent Study Teachers ("Federation") do hereby agree to the following changes to the 2016 Agreement subject to ratification by the members of the Federation and approval by the Superintendent/Governing Board:

**ARTICLE 3  
HOURLY RATES**

- 3.1 Effective March 1, 2017, the hourly rate for the remainder of the 2016-2017 school year shall be: \$43.00.  
Effective July 1, 2017, the hourly rate for the 2017-2018 school year shall be: \$44.00.  
Effective July 1, 2018, the hourly rate for the 2018-2019 school year shall be: \$45.00.

**ARTICLE 8  
TERM**

- 8.1 The term of this Agreement shall be from July 1, 2016 to and including June 30, 2019.
- 8.2 The initial proposal for a successor agreement shall be submitted by either party not more than ninety (90) calendar days or less than thirty (30) calendar days prior to the 30<sup>th</sup> day of June 2019, unless otherwise mutually agreed upon between the parties.

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

**CALIFORNIA FEDERATION OF TEACHERS/  
AFT LOCAL 1986 HOURLY ORACLE  
INDEPENDENT STUDY TEACHERS**

Date: 2/14/17

  
Peter Burchard, Employee Representative

  
Terry Elverum, CFT Field Representative

**MARIN COUNTY OFFICE OF EDUCATION  
Superintendent/Governing Board**

Date: 2/14/17

  
Patricia D. Garbarino, Board President

  
Mary Jane Burke, Marin County  
Superintendent of Schools

MARIN COUNTY OFFICE OF EDUCATION

ORACLE Hourly Teacher Grievance Form

Grievant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

STEP 1

I want the grievance processed with/without (cross out one) the assistance of the California Federation of Teachers/AFT Local 1986. Please note the grievance cannot be submitted to arbitration unless submitted by the Federation.

Date of the cause of grievance occurred: \_\_\_\_\_

Date grievance informally presented to supervisor: \_\_\_\_\_

Section(s) of the Contract alleged to have been violated: \_\_\_\_\_

STEP 2

Statement of the alleged violation of the Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific relief requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Immediate Supervisor's Signature: \_\_\_\_\_

Date Received by Immediate Supervisor: \_\_\_\_\_

Supervisor's Response:

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Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 3

Grievant's appeal to Superintendent:

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Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's/Designee's Signature: \_\_\_\_\_

Date Received by Superintendent/Designee: \_\_\_\_\_

Superintendent's/Designee's Response:

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Superintendent/Designee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by Grievant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 4

Arbitration initiated by the Federation

I hereby request the Federation to submit this grievance to Arbitration.

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

We hereby request that this grievance be submitted to Arbitration.

Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Federation Representative \_\_\_\_\_

Telephone \_\_\_\_\_

Name of Arbitrator: \_\_\_\_\_

Date selected: \_\_\_\_\_

Superintendent's/Designee's Signature: \_\_\_\_\_

Federation/designee Signature: \_\_\_\_\_

Date Arbitrator's Report Received: \_\_\_\_\_

We hereby notify the Grievant that we intend to conduct a review of this grievance on the following date and time: \_\_\_\_\_

\_\_\_\_\_

Marin County Board of Education

By \_\_\_\_\_

Date: \_\_\_\_\_

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

Vote: