

# COLLECTIVE BARGAINING

## CONTRACT

Pursuant to Sections 3540-3549

of the

Government Code

of the

State of California



BY AND BETWEEN

MARIN COUNTY SUPERINTENDENT OF SCHOOLS

MARIN COUNTY BOARD OF EDUCATION

and

MARIN COUNTY EDUCATORS ASSOCIATION

An Affiliate of the California Teachers

Association and the National Education Association

2015-2018

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## ARTICLE 1

### AGREEMENT

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

## ARTICLE 2

### RECOGNITION

- 2.1 The Superintendent/Governing Board recognizes the Association as the exclusive representative for unit members in the certificated unit.
- 2.2 The certificated unit consists of all certificated unit members excluding:  
any position listed on the Administrative/Support Staff Salary Schedule, substitutes who are employed on a day-to-day hourly basis to replace absent teachers, casual teachers employed on a day or hourly basis, including, but not limited to, home/hospital instruction, Regional Occupational Program unit members who have other full-time employment, GED testers in the County Jail Program, and summer school employees.

## ARTICLE 3

### HOURS OF EMPLOYMENT

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

### PROFESSIONAL RESPONSIBILITIES

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

Revised 8/12/03 (3.1.2)

## ARTICLE 4

### WORK-YEAR CALENDAR

- 4.1 The work year for 1999-2001 shall be 187 days. The work year for teachers hired after July 1, 1998, shall be 189 days for the first two years of employment. The scheduling of these days shall be at the discretion of superintendent.
- 4.2 Student contact days for Special Education, Alternative Education Programs, and Regional Occupational Program shall be 180 days. All other days are for inservice, preparation and other professional duties.
- 4.3 A Marin County Office of Education committee shall be established to develop and consult on a work-year calendar for the following year. The committee shall be composed of the Executive Committee to the Association and three members selected by the Superintendent. The committee shall report to the Superintendent/Governing Board by June 1<sup>st</sup> of each year. Final placement of the work year days on the calendar will be determined by the Superintendent/Governing Board after receiving a report from the committee.
- 4.4 Unit members working on district sites with differing calendars may work on an individual work-year calendar, as determined by their immediate supervisor and the Deputy/Assistant Superintendent, following consultation and discussion with the unit member. Except for new teachers working 189 days in the first two years employment, the work year shall not exceed 187 days nor shall the student contact days exceed 180 days.

## ARTICLE 5

### UNIT-MEMBER TRANSFER

#### 5.1 POLICY

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

#### 5.2 DEFINITIONS

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

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

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

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

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

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

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

#### 5.3 PROCEDURES

##### 5.3.1 VACANCY

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

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



## 5.4 INVOLUNTARY TRANSFER

- 5.4.1 Unit members who are being involuntarily transferred shall have the right to submit a transfer request as provided in 5.3.1.2 of this Article.
- 5.4.2 A unit member who is being involuntarily transferred shall, upon request, be given the opportunity to discuss and/or receive in writing the reasons for the transfer.
- 5.4.3 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits to the unit member being transferred, at the time of the transfer.
- 5.4.4 When appropriate certification and other criteria for transferring unit members are approximately equal: (a) unit members-initiated requests to accept the vacancy created by the involuntary transfer will be considered first; and (b) if no unit member-initiated requests are made, the selection of a unit member will be based upon, but not limited to, the following:
  - 5.4.4.1 Seniority
  - 5.4.4.2 Past teaching experience and/or academic preparation.
- 5.4.5 Seniority will be considered first if unit members initiating requests to transfer to the vacated position have approximately equal qualifications. If there are no unit member-initiated requests to transfer to the vacated position, the persons who are being considered by the administration for transfer into the vacated position will have all or most of the qualifications listed, and will be the lowest on the seniority list.
- 5.4.6 Any unit member who is being transferred will be given a ten (10) day notice by mail to his/her last address of record provided. In urgent and unusual situations which may arise, such notice shall be given as the circumstances permit. During said ten-day period, the unit member has the right to discuss the proposed transfer with the program administrator.
- 5.4.7 The unit member being transferred shall, upon request, be given reasons for the transfer in writing.
- 5.4.8 During the regular school year, the unit member shall be given one (1) release day to visit the new assignment and one (1) release day to prepare for the first day of instruction.

5.5 INSTITUTIONAL INCOMPATIBILITY TRANSFER:

- 5.5.1 When the involuntary transfer is due to institutional incompatibility, the program administrator shall request from the host institution a statement of the reasons for the request in writing.
- 5.5.2 If the host institution offers the written reasons, these shall be shared with the unit member being transferred.
- 5.5.3 A notice of the created vacancy will be posted to encourage unit member-initiated transfer requests.
- 5.5.4 Should there be no unit member-initiated requests to transfer to the position left vacant, persons with the lowest seniority, but with institutional qualifications, will be selected to transfer into the vacancy.
- 5.5.5 Any unit member who is being transferred will be given a ten (10) day notice by mail to his/her last address of record provided. In urgent and unusual situations which may arise, such notice shall be given as the circumstances permit. During said ten (10) day period, the unit member has the right to discuss the proposed transfer with the program administrator.
- 5.5.6 The unit member being transferred shall, upon request, be given the reasons for transfer.
- 5.5.7 During the regular school year, the unit member shall be given one (1) release day to visit the new assignment and one (1) release day to prepare for the first day of instruction.

5.6 EXEMPTIONS:

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

## ARTICLE 6

### LEAVES

#### 6.1 SICK LEAVE:

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

6.2 MATERNITY DISABILITY LEAVE:

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

6.3 CHILD REARING LEAVE:

- 6.3.1 A personal leave of absence, without compensation or other benefits, shall be granted to male or female unit members by the Superintendent/Governing Board for the following:
  - 6.3.1.1 To the end of the school year in which the birth occurs, or
  - 6.3.1.2 For the entire academic year in which the birth occurs, or
  - 6.3.1.3 For the school year following childbirth.

- 6.3.2 A unit member may continue any or all benefit plans for the period of the leave without pay. Payments to the Marin County Office of Education shall be made no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage due March 1, to continue these plans in effect.
- 6.3.3 The unit member shall be returned to the same position he/she held at the time of leave, providing the program or position has not been terminated, and if the duration of the entire leave occurs within one school year. If the leave occurs during more than one school year, the unit member has no rights to any particular position and will be placed according to the needs of the Superintendent/Governing Board.

6.4 PERSONAL NECESSITY LEAVE:

- 6.4.1 A unit member may use a maximum of seven (7) days of sick leave per school year for cases of personal necessity.
- 6.4.2 Personal necessity leave will be granted for the following reasons:
  - 6.4.2.1 Death or serious illness of a member of the immediate family (in excess of Bereavement Leave).
  - 6.4.2.2 Accident or emergency involving the unit member's person or property, or the person or property of a member of the immediate family.
  - 6.4.2.3 Appearance in court as litigant.
  - 6.4.2.4 Fulfillment of the requirements for adoption of a child.
  - 6.4.2.5 Major religious holidays.
  - 6.4.2.6 Paternity leave for any male unit member for the birth of a child to his wife or for the birth of a child whom he fathered. Paternity leave shall be taken immediately before, during, or after the birth of the child.
  - 6.4.2.7 Matters of compelling personal importance. This leave will be available on a "first come first served" basis and no more than 20 (twenty) unit members may use this provision on any given day.
  - 6.4.2.8 The Superintendent may allow additional days to be used (out of available sick leave) in special circumstances.

- 6.4.3 The unit member shall be required to secure at least one (1) week advance permission for leaves of absence that are for more than one (1) day for personal necessity of a type other than 6.4.2.1 or 6.4.2.2 enumerated above. The request for such leave shall be submitted in writing, clearly identify the type of personal necessity, and shall be signed by the unit member.
- 6.4.4 For purposes of this Article, immediate family shall be defined as: mother, father, stepmother, stepfather, legal foster parents, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

6.5 BEREAVEMENT LEAVE:

- 6.5.1 Any unit member is entitled to a leave of absence, not to exceed three (3) work days, or five (5) work days if more than 375 miles of one-way travel is required, on account of the death of any member of his/her immediate family.
- 6.5.2 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Superintendent/Governing Board.
- 6.5.3 Members of the immediate family means the mother, father, stepmother, stepfather, legal foster parents, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions.

6.6 JURY DUTY/SUBPOENAED WITNESS LEAVE:

- 6.6.1 A leave with pay may be allowed to unit members to appear as a witness in court, other than as a litigant, in response to a subpoena duly served or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member. The allowed leave shall be for the number of days specified in the subpoena, or for all days in court as certified by the Clerk or other authorized officer of such court or Grand Jury.
- 6.6.2 A leave with pay may be allowed to unit members regularly called for jury duty in the manner provided for by law.

6.6.3 Compensation for leave with pay granted according to subsections 1 and 2, above, shall be the amount of the difference between the unit member's regular earnings and any amount he/she receives for jury or witness fees.

6.7 INDUSTRIAL ACCIDENT LEAVE:

6.7.1 Unit members who are absent from duty because of injury or illness which results from industrial accidents, which qualify under worker's compensation insurance, shall be allowed leave with full salary from the first day of absence to and including the last day of absence caused by such accidents. Allowable leave for each injury or illness shall not exceed 60 working days in any one fiscal year for any one accident or illness. Industrial accident leave shall be charged at the rate of one full day of authorized absence, regardless of compensation from worker's compensation insurance.

6.7.2 This leave is not accumulative from year to year and if the industrial accident or illness overlaps into a new school fiscal year the unit member shall have only that amount of leave which was not used in the prior year for the same accident or illness.

6.7.3 This Article further provides:

6.7.3.1 Periods of absence caused by industrial accident or illness shall not be considered a break in service.

6.7.3.2 During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall retain his/her disability check. The Office shall then cause the unit member to receive his/her normal wage or salary less appropriate deductions including, but not limited to, unit member retirement contributions, and an amount equivalent to the face amount of the temporary disability check, which the unit member has retained.

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

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

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

6.8 MILITARY LEAVE:

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

6.9 UNCOMPENSATED LEAVE

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

6.9.1.1 Short-Term:

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

6.9.1.2 Long-Term:

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

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

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

6.9.2 Provisions:

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



- 6.9.2.2 Unit members on unpaid leave of absence are eligible to retain fringe benefits by paying necessary premiums to the Superintendent/ Governing Board, no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage is due March 1.
- 6.9.2.3 At the expiration of the uncompensated leave, the unit member shall be reinstated to a position as determined by the Superintendent.
- 6.9.2.4 Unit members on unpaid leave of absence shall, on their return, retain seniority rights and the position on the salary schedule which they held at the beginning of the leave. Such unit members shall retain accrued sick leave but shall not earn sick leave credit.

## 6.10 CATASTROPHIC SICK LEAVE

- 6.10.1 A catastrophic illness or injury is defined as a severe illness or injury which incapacitates an employee due to injury or prolonged illness and which creates a financial hardship.
- 6.10.2 When a unit member who is a permanent or probationary teacher, or a temporary teacher commencing the third year of service for the Marin County Office of Education, has a catastrophic illness or injury as confirmed by a physician and has exhausted his/her sick leave, she/he may request the Association to take the necessary steps to implement the Catastrophic Illness Leave provision.
- 6.10.3 The Association will present the request to the Superintendent or his/her designee. The request will consist of the following documents:
  - 6.10.3.1 A written request by the employee or his/her designee including the number of days requested which may not exceed 30 work days during the year.
  - 6.10.3.2 A physician's verification of the unit member's catastrophic illness or injury, including the anticipated date of return to work.
- 6.10.4 In no case, may the number of days requested cause the employee to exceed the total of 100 days permitted for extended sick leave under the California Education Code.
- 6.10.5 In order to participate in the Catastrophic Illness Leave Program as a donor, probationary/permanent unit members must retain 20 days in their own sick leave bank.
- 6.10.6 Probationary/permanent unit members may donate a maximum of thirty (30) days.

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

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

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

6.11 GENERAL PROVISION

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

Revised 8/10/99 (6.10.7, 6.10.9)

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

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### 7.1 DEFINITIONS

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

#### 7.2 MISCELLANEOUS

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

7.3 PROCEDURE

7.3.1 Informal Level

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

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

7.3.2 Formal Level

7.3.2.1 Step I.

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

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

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

7.3.2.2 Step II

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

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

Revised 8/12/03 (7.3.1.1, 7.3.1.2)

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

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

### 7.3.2.3 Step III

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

7.3.2.3.2 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within five (5) business days of the Association's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the California State Conciliation Service or American Arbitration Association. If the grievant and the Superintendent, or his/her designee, cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

7.3.2.3.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This report shall be sent to the Superintendent/ Governing Board with copies to the grievant, the Association, and Superintendent, or his/her designee. The cost of the arbitrator shall be borne equally by the Association and the Superintendent/ Governing Board.

7.3.2.3.4 The proposed decision of the arbitrator shall be accepted by both parties, provided, however, that the Superintendent/ Governing Board, within ten (10) business days of the receipt of the arbitrator's award/decision may, by written notice to the grievant and the Association, decide to conduct a review of the grievance. Said review shall be based on the documents submitted at the lower levels of the grievance and the arbitrator's award/decision. As a result of such review the Superintendent/Governing Board may not overturn the arbitrator's decision except when the vote to overturn is supported by at least five votes of a seven-member Board.

## ARTICLE 8

### FRINGE BENEFITS

- 8.1 The Superintendent/Governing Board shall provide, for full-time unit members, medical/dental/vision and life insurance coverage in an amount not to exceed \$824.47 per employee beginning January 1, 2013. The coverage shall be comparable to the following plans.
- 8.1.1. Medical plans available
- 8.1.1.1 Health Net HMO and POS
  - 8.1.1.2 Kaiser
- 8.2 The actual amount of the employee's contribution is dependent upon the coverage selected by the employee. With the exception of dental, vision, and life insurance coverage, it is understood that the members of the bargaining unit shall request only that coverage actually needed. If a unit member chooses a Health and Welfare Benefit option which exceeds the maximum monthly benefit amount, the excess cost shall be deducted from the unit member's salary.
- 8.3 Retired unit member health benefits. Medical coverage only will be provided for the retired unit member and dependents on the following basis:
- 8.3.1 After ten (10) years of continuous employment with the Marin County Office of Education, not to exceed \$100 per month.
  - 8.3.2. After fifteen (15) years of continuous employment with the Marin County Office of Education, not to exceed \$200 per month.
  - 8.3.3 Benefits will be paid between the ages of 55 and 65.
  - 8.3.4 This article must be negotiated each year and will not be considered one of the reopeners allowed in Article 21, TERM, for either party.
  - 8.3.5 A retiree is a person who has retired from employment by the Marin County Office of Education and is receiving retirement benefits from either PERS or STRS.
  - 8.3.6 To be eligible for this coverage the unit member must be at least 55 years of age when he/she retires.

- 8.3.7 In the event that a retired unit member moves out of the service area for all current health care providers, the medical-only payment allowed for in 8.2.1 or 8.2.2 shall be paid directly to the medical insurance provider of the retiree's choice.
- 8.3.8 The retiree can apply the retiree benefits to a medical plan of his/her choice and receive reimbursement monthly with proof of payment.
- 8.4 Employees working half time or more and who are able to certify that they have comparable health coverage through another source shall receive \$300.00 per month beginning October 1, 2003 in compensation in lieu of such benefits. Employees shall sign a form waiving health benefits and certifying that they have comparable health coverage through another source. Each Unit Member who is participating understands that the \$300.00 per month compensation in lieu of health benefits is considered for income tax purposes, although the employee may place these funds into a tax sheltered annuity of their choice. Unit Members who participate in this option and who subsequently lose their health coverage will be able to re-enroll in Marin County Office of Education health benefit coverage as provided in section 1357.50 of the Health and Safety Code or during the next open enrollment period.

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

Revised 8/12/03 (8.1, 8.1.1, 8.1.1.1, 8.1.1.2, 8.4)  
Revised 6/12/07 (8.3.8)  
Revised 11/8/11 (8.1, 8.4)  
Revised 6/12/12 (8.1)



## ARTICLE 9

### SALARIES

- 9.1 The Salary Schedule for 2015-2016, 2016-2017 and 2017-2018 shall be set forth in Exhibit A. This represents a 4% increase effective July 1, 2015, a 4% increase effective July 1, 2016 and a 4% increase effective July 1, 2017. At the beginning of the 25th year of service the longevity increment will increase \$3,000.00 and shall be set forth in Exhibit A.
- 9.2 Appropriate step advances shall be paid in 2015-2016, 2016-2017 and 2017-2018.
- 9.3 If a unit member is required by his/her supervisor, who is management, to work packing or unpacking on a non-work day the unit member will be compensated \$150.00 per day.
- 9.4 All unit members hired after January 1, 1990, will have his/her salary automatically deposited by the Marin County Office of Education to his/her checking or savings account with an approved Accredited Clearing House (ACH) member bank, savings & loan, or credit union.

Revised 8/12/03, 3/8/05, 3/14/06, 12/11/07, 10/12/10, 11/8/11,  
6/12/12, 6/11/13, 8/12/14, 7/7/15 (9.1, 9.2)

Revised 6/12/07 (9.1,9.2,9.3)

Revised 6/12/12, 6/11/13 (9.1)

## ARTICLE 10

### CONCERTED WORK STOPPAGE

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

## ARTICLE 11

### CONSULTATION

- 11.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the Superintendent/Governing Board under the law. Nothing in this provision shall be construed to limit the right of management to consult with any unit member or unit member organization in any matter outside the scope of representation.

## ARTICLE 12

### NEGOTIATING PROCEDURES

#### 12.1 Proposal and Meetings

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

## ARTICLE 13

### COMPLETION OF AGREEMENT

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

## ARTICLE 14

### PROFESSIONAL DEVELOPMENT

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

Revised 3/8/05 (14.1)

Revised 7/14/09 (14.1, 14.2)

## ARTICLE 15

### POSITIONS OF LESS-THAN-FULL-TIME SERVICE

#### 15.1 Shared Contract

##### 15.1.1 General Conditions

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

##### 15.1.2 Shared Contract/Full Year Part-Time

- 15.1.2.1 A shared contract/full year part-time position is when two (2) unit members agree to share (1) one full-time position and work the entire school year. Each unit member will work 50% of the student contact days as set out in the school calendar. Both unit members will work on the designated "teacher work days".

15.1.2.2 Unit members in order to participate in the shared contract/full year part-time position must apply for a 50% uncompensated leave as provided in Article 6.

15.1.2.3 Compensation

15.1.2.3.1 Participants in the shared contract/full year part-time position shall receive fifty percent (50%) of his/her annual salary paid in ten (10) equal monthly installments.

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

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

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

15.1.2.4 Application Procedure

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

1. a specific work day schedule,
2. a plan for communication with parents, aides, DIS staff, etc., where appropriate.
3. a plan for assessment and Individual Development Plan (IEP) development for students if appropriate



4. a plan for the development of specific strategies and monitoring and implementation of I.E.P.s if appropriate,
5. a plan for the notification of students/parents regarding the shared contract and its implications, and
6. a plan for conflict resolution between the two (2) unit members involved in the shared contract or any other possible conflicts.

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

15.1.2.5 Other Conditions

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

15.1.2.5.2 Both participants will be responsible for attendance relating to professional duties and events such as, but not limited to, staff meetings, Educational Assessment Services meetings, School Appraisal Team meetings, back-to-school night, open house, inservice meetings, and parent conferences.

15.1.2.5.3 In the event of the absence of one of the two teachers involved the other will serve in the substitute capacity whenever possible; however, no trading of days will be allowed.

15.1.3 Shared Contract/One Semester

15.1.3.1 A shared contract/one semester position is one in which two (2) unit members agree to share one full time position by each working continuously full time for one semester of the school year.

15.1.3.2 A unit member, in order to participate in the shared contract/one semester position, must apply for a 50% uncompensated leave as provided in Article 6.

15.1.3.3 Compensation

15.1.3.3.1 Participants in the shared contract/one semester program shall receive fifty percent (50%) of his/her annual salary paid in five (5) equal monthly installments during the actual employment period.

15.1.3.3.2 Participants shall receive salary credit for one-half (1/2) year of service.

15.1.3.3.3 Participants shall receive full fringe benefits as listed in Article 8, Fringe Benefits, for six months.

Participants shall be able to retain full fringe benefits for the entire year by paying premiums to the Marin County Office of Education during the non-employment period. Premiums must be received no later than the first day of the month preceding the month of coverage, i.e., payment for April coverage due March 1.

15.1.3.4 Application Procedure

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

1. a specific calendar,
2. a plan for communication with parents, aides, DIS staff, etc. where appropriate,
3. a plan for assessment and Individual Education Plan (I.E.P.) development for students if appropriate,
4. a plan for the development of specific strategies for monitoring and implementation of I.E.P.s if appropriate,

5. a plan for the notification of students/parents regarding the shared contract, or any other possible conflicts.

6. a plan for the transition between semesters which includes both unit members working together for three (3) days.

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

## 15.2 Part-Time Positions

### 15.2.1 General Provisions

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

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

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

### 15.2.2 Compensation

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

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

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

15.2.2.2.2 Less than 75% of a full-time position will receive that percentage of fringe benefits equivalent to the percentage of a full-time position worked.

Example: 60% position = 60% of fringe benefits

15.2.2.2.3 Unit members receiving less than full fringe benefits are eligible to retain full fringe benefits by paying premiums to the Marin County Office of Education. Premiums will be deducted from the unit member's salary.

15.2.2.3 Unit members hired after March 10, 1993 working in part-time positions of 50% or more shall receive prorated benefits.

Example: 80% position = 80% fringe benefits.

Those who work less than 50% receive no fringe benefits but are eligible to purchase fringe benefits by paying premiums to the Marin County Office of Education. Premiums will be deducted from the unit member's salary.

15.2.2.4 Unit members in part-time positions shall receive retirement credit and sick leave credit in proportion to the percentage of a full-time position worked.

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

15.2.2.6 In part-time positions less than 75%, salary step advancement will occur when the accumulation of the % worked equals 75% or more, at which time the % for step advancement begins again at 0%.

15.2.2.7 Provisions of sick leave, extended disability leave, maternity disability, personal necessity, industrial accident/illness, bereavement and jury duty/subpoenaed witness leaves shall not be construed to apply to any unit members during any period when the employee would not normally be performing services for the Marin County Office of Education programs.

### 15.2.3 Application Procedures

- 15.2.3.1 Written requests for positions of part-time service shall be submitted annually to the Superintendent by February 1 of the year preceding the part-time service.
- 15.2.3.2 By March 1st, the Superintendent will notify unit members of the acceptance or rejection of the request for a part-time position.

### 15.2.4 Continuation in Part-Time Status or Return to Full-Time Status

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

### 15.2.5 Other Conditions

- 15.2.5.1 Hours of employment for unit members in part-time positions will be determined in accordance with Article 3, Hours of Employment.
- 15.2.5.2 Unit members in part-time positions may be responsible for a maximum of 50 hours of attendance relating to professional duties and events such as, but not limited to, staff meetings, School Appraisal Teams meetings, back-to-school night, open house, inservice meetings, and parent conferences.

With reasonable notice by the Immediate Supervisor, such attendance may be required on days, and times, other than those when the unit member is regularly scheduled to work.

## ARTICLE 16

### CLASS SIZE/CASELOAD REVIEW PROCESS

#### 16.1 Informal Level

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

#### 16.2 Formal Level

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

##### 16.2.1.1. LEVEL I

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

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

##### 16.2.1.2. LEVEL II

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

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

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

16.2.2.1 LEVEL III

16.2.2.1.1 If unable to resolve the situation satisfactorily, the unit member may request a review by the Assistant Superintendent/Special Education, stating the reasons for disagreement with the recommendations of the designee in writing on the Class Size Form.

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

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

16.2.2 EDUCATION SERVICES - Unit members such as Regional Occupation Teachers and County Community Teachers.

16.2.2.1 LEVEL I

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

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

16.2.2.2 LEVEL II

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

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



16.2.2.3 LEVEL III

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

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

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

## ARTICLE 17

### ASSOCIATION RELEASE DAYS

17.1 A total of ten (10) days of release time shall be provided to the Association President or his/her designee to conduct Association business with the following conditions:

17.1.1 Scheduling of days will be by mutual agreement between the Superintendent or his/her designee and the Association President.

17.1.2 The Association shall reimburse the Marin County Office of Education for the cost of substitute personnel.

ARTICLE 18

HEALTH AND SAFETY

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

## ARTICLE 19

### EVALUATION

#### 19.1 POLICY

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

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

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

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

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

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

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

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

## 19.2 PROCEDURES

- 19.2.1 Unit members will be notified by October 1<sup>st</sup> of each school year if they are to be evaluated that year.
- 19.2.2 Evaluator and evaluate will participate in an Evaluation Planning Conference by November 1<sup>st</sup>.
- 19.2.3 Prior to the Planning Conference, unit members shall receive all necessary evaluation materials, including Evaluation Process and Procedures, Evaluation Plan form, Observation Report form, Summative Evaluation Report form, California Standards for the Teaching Profession, and CSTP annotated Job Description.
- 19.2.4 The Planning Conference shall be held before the first formal observation. At this Planning Conference the unit member and evaluator shall:
1. Review the Evaluation Process and Procedures;
  2. Review the criteria upon which the evaluation is based, and identify 2 standards for emphasis during the evaluation year. The selection of 2 standards for emphasis does not preclude the observation or evaluation of any other standards by the evaluator. Additionally, a professional development goal will be mutually agreed upon during each evaluation year.
  3. Develop the evaluation plan on the Evaluation Plan form.
- 19.2.5 Two formal observations shall be scheduled with the unit member. Additional observations may be scheduled to address identified areas of concern or unacceptable performance.
1. Prior to each formal observation the evaluator will meet with the unit member at a Pre-Observation Conference to discuss the objective(s) of the activity(ies) to be observed and within the context of the identified standards. The Pre-Observation conference will be scheduled as close to the formal observation as is practicable.
  2. Following each formal observation the evaluator and unit member will meet at a Post-Observation Conference to discuss the observation.
  3. Evaluator shall prepare a written report on the Observation Report form and provide a copy to the unit member within 15 work days of the formal observation.

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

- Observations (scheduled and unscheduled)
- Conferences
- Review of student files
- Review of employee written materials
- Review of personnel file
- Input from the employee being evaluated
- Input received/requested from other sources

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

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

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

7/14/09

## ARTICLE 20

### SAVINGS

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

## ARTICLE 21

### TERM

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

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

By the Association:

- Benefits
- Salaries
- Two (2) additional articles

By the Superintendent/Governing Board:

- Benefits
- Salaries
- Two (2) additional articles

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

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

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

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

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



**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**MARIN COUNTY SUPERINTENDENT OF SCHOOLS/**  
**MARIN COUNTY BOARD OF EDUCATION**  
**AND THE**  
**MARIN COUNTY EDUCATORS ASSOCIATION**

The Marin County Superintendent of Schools/Marin County Board of Education (herein after, referred to as the "Superintendent/Governing Board") and the Marin County Educators Association (herein after, referred to as the "Association") do hereby agree to the following changes to the 2012-2016 Agreement subject to the ratification by the members of the Association and approval by the Superintendent/Governing Board:

**ARTICLE 9**

**SALARIES**

9.1 The salary schedule for 2015-2016, 2016-2017 and 2017-2018 shall be set forth in Exhibit A. This represents a 4% increase effective July 1, 2015, a 4% increase effective July 1, 2016 and a 4% increase effective July 1, 2017. At the beginning of the 25<sup>th</sup> year of service the longevity increment will increase \$3,000.00 and shall be set forth in Exhibit A.

9.2 Appropriate step advances shall be paid in 2015-2016, 2016-2017 and 2017-2018.

**ARTICLE 21**

**TERM**

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

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

By the Association:

- Benefits
- Salaries
- Two (2) additional articles
-

By the Superintendent/Governing Board:

- Benefits
- Salaries
- Two (2) additional articles

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

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

MARIN COUNTY EDUCATORS ASSOCIATION

Date:

7/8/15



Thomas Laughlin, Chief Negotiator



Susan Wilkinson  
Negotiations Team Member

MARIN COUNTY OFFICE OF EDUCATION  
Superintendent/Governing Board

Date:

7/7/15



Curtis F. Robinson, M.D., President  
Marin County Board of Education



Mary Jane Burke  
Marin County Superintendent of Schools

**MARIN COUNTY OFFICE OF EDUCATION  
TEACHERS' SALARY SCHEDULE  
2015-2016  
EFFECTIVE JULY 1, 2015  
TRAINING LEVEL CLASS**

STEP	I	II	III	IV	V	VI
	A.B.	A.B. + 15	A.B. + 30	M.A. or A.B. +45	M.A. + 15 or A.B. + 60	M.A. + 30 or A.B. + 75
1	44,927	48,971	53,014	56,608	59,753	62,898
2	48,521	52,565	56,608	60,202	63,347	66,492
3	52,116	56,159	60,202	63,797	66,942	70,086
4	55,710	59,753	63,797	67,391	70,536	73,681
5	58,405	62,449	66,492	70,086	73,231	76,376
6	61,101	65,144	69,188	72,782	75,927	79,072
7	63,797	67,840	71,884	75,478	78,623	81,768
8	66,492	70,536	74,579	78,173	81,318	84,463
9	68,289	72,333	76,376	79,970	83,115	86,260
10	70,086	74,130	78,173	81,768	84,912	88,057
11	71,884	75,927	79,970	83,565	86,709	89,854
12	73,681	77,724	81,768	85,362	88,507	91,651
13				87,159	90,304	93,449

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

**SALARY COMPUTATION:** *The unit member's salary schedule is based upon the decimal matrix*

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

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

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$ 44,927

$\$ 44,927 \times 1.96 = \$ 88,057$  annual salary

DECIMAL MATRIX

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

**MARIN COUNTY OFFICE OF EDUCATION  
TEACHERS' SALARY SCHEDULE  
2016-2017  
EFFECTIVE JULY 1, 2016  
TRAINING LEVEL CLASS**

Exhibit A

STEP	I	II	III	IV	V	VI
	A.B.	A.B. + 15	A.B. + 30	M.A. or A.B. +45	M.A. + 15 or A.B. + 60	M.A. + 30 or A.B. + 75
1	46,724	50,929	55,135	58,873	62,143	65,414
2	50,462	54,667	58,873	62,611	65,881	69,152
3	54,200	58,405	62,611	66,348	69,619	72,890
4	57,938	62,143	66,348	70,086	73,357	76,628
5	60,742	64,947	69,152	72,890	76,161	79,431
6	63,545	67,750	71,955	75,693	78,964	82,235
7	66,348	70,554	74,759	78,497	81,768	85,038
8	69,152	73,357	77,562	81,300	84,571	87,842
9	71,021	75,226	79,431	83,169	86,440	89,711
10	72,890	77,095	81,300	85,038	88,309	91,580
11	74,759	78,964	83,169	86,907	90,178	93,449
12	76,628	80,833	85,038	88,776	92,047	95,318
13				90,645	93,916	97,187

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

**SALARY COMPUTATION:** *The unit member's salary schedule is based upon the decimal matrix*

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

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

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$ 46,724

$\$ 46,724 \times 1.96 = \$ 91,580$  annual salary

DECIMAL MATRIX

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

**MARIN COUNTY OFFICE OF EDUCATION  
TEACHERS' SALARY SCHEDULE  
2017-2018  
EFFECTIVE JULY 1, 2017  
TRAINING LEVEL CLASS**

Exhibit A

STEP	I	II	III	IV	V	VI
	A.B.	A.B. + 15	A.B. + 30	M.A. or A.B. +45	M.A. + 15 or A.B. + 60	M.A. + 30 or A.B. + 75
1	48,593	52,967	57,340	61,228	64,629	68,031
2	52,481	56,854	61,228	65,115	68,516	71,918
3	56,368	60,742	65,115	69,002	72,404	75,805
4	60,256	64,629	69,002	72,890	76,291	79,693
5	63,171	67,545	71,918	75,805	79,207	82,609
6	66,087	70,460	74,834	78,721	82,123	85,524
7	69,002	73,376	77,749	81,637	85,038	88,440
8	71,918	76,291	80,665	84,552	87,954	91,355
9	73,862	78,235	82,609	86,496	89,898	93,299
10	75,805	80,179	84,552	88,440	91,841	95,243
11	77,749	82,123	86,496	90,383	93,785	97,187
12	79,693	84,066	88,440	92,327	95,729	99,130
13				94,271	97,672	101,074

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

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

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

Column VI, Step 10 on the decimal matrix is 1.96 x Column 1, Step 1 amount of \$ 48,593

$\$ 48,593 \times 1.96 = \$ 95,243$  annual salary

DECIMAL MATRIX

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



## TRANSFER REQUEST

NAME: \_\_\_\_\_

ADDRESS 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: \_\_\_\_\_

# MARIN COUNTY OFFICE OF EDUCATION

## Certificated Employee Grievance Form

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

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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### Step 1

Statement of alleged violation of Contract:

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Specific relief requested:

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Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

Received by immediate supervisor signature \_\_\_\_\_ Date \_\_\_\_\_

(Form available from Personnel Office)

Supervisor's response:

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Supervisor's signature \_\_\_\_\_ Date \_\_\_\_\_

Received by grievant  
Signature \_\_\_\_\_ Date \_\_\_\_\_

###

Grievant's appeal to Superintendent:

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Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

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

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Superintendent's Response:

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Superintendent/designee  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by grievant  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Step 3

Arbitration Initiated by the Association

I hereby request the Association submit this grievance to Arbitration.

Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

We hereby request that this grievance be submitted to Arbitration.

Association signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

Phone \_\_\_\_\_

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

Date Selected \_\_\_\_\_

Superintendent/designee signature \_\_\_\_\_

Association/designee signature \_\_\_\_\_

Date of Arbitrator's Report received \_\_\_\_\_

###

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

\_\_\_\_\_  
Date

Marin County Board of Education

By \_\_\_\_\_

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

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

Article 17  
CLASS SIZE FORM

Name of Unit Member: \_\_\_\_\_ Date: \_\_\_\_\_

Program: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

Location of class(es): \_\_\_\_\_ Phone: \_\_\_\_\_

Type of class(es): \_\_\_\_\_

Number of students in class(es)/caseload: \_\_\_\_\_

LEVEL 1

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

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

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(Form available from Personnel Office)

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

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\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date

LEVEL II

I request a review by the Designee of the Assistant Superintendent (Special Education) / (Education Services) as described in Article 13 and disagree with the recommendation of my immediate supervisor for the following reasons:

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\_\_\_\_\_  
Unit Member

\_\_\_\_\_  
Date

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

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\_\_\_\_\_  
Designee (Special Education)  
Designee (Education Services)

\_\_\_\_\_  
Date

LEVEL III

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

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\_\_\_\_\_  
Unit Member

\_\_\_\_\_  
Date

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

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\_\_\_\_\_  
Assistant Superintendent  
(Special Education)/(Education Services)

\_\_\_\_\_  
Date