

**NEGOTIATED AGREEMENT  
BETWEEN THE**

**MENDOCINO COUNTY  
OFFICE OF EDUCATION**

**AND THE**

**MENDOCINO COUNTY FEDERATION  
OF SCHOOL EMPLOYEES,  
AFT LOCAL 4345  
CLASSIFIED EMPLOYEES**

Effective through June 30, 2020

**CLASSIFIED NEGOTIATED AGREEMENT  
2017-2020**

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## **PREAMBLE**

This Agreement is made and entered into this 2nd day of October, 2015 by and between the Mendocino County Superintendent of Schools, hereinafter referred to as Superintendent and the Mendocino County Federation of School Employees, American Federation of Teachers (AFT), Local 4345, AFL-CIO, or its successors, hereinafter referred to as MCFSE.

## ARTICLE I – RECOGNITION

- A. **ACKNOWLEDGMENT:** The Superintendent hereby acknowledges that MCFSE is the exclusive bargaining representative for all classified employees, excluding all management, supervisory, and confidential employees. All newly created positions except those that lawfully are Certificated, Management, Confidential, or Supervisory employees shall be assigned to the bargaining unit. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the Superintendent and MCFSE subject to the rules of the PERB.

## ARTICLE II – FEDERATION RIGHTS

- A. The Superintendent agrees to provide the MCFSE Chapter President in writing the names, addresses, telephone numbers, assigned job sites and job classifications of all bargaining unit employees within a reasonable time following the date of final ratification of the Agreement, and of those who are hired during the life of the Agreement.
- B. DISTRIBUTION OF CONTRACT: Within a reasonable amount of time after final ratification of this Agreement, the parties shall prepare and produce copies of the Agreement. The Union shall provide a copy to each bargaining unit employee, and management shall provide a copy to each newly hired employee during the life of this Agreement. This provision shall likewise apply to any amendments to the Agreement. The expense shall be borne equally by the parties.
- C. RELEASE TIME FOR BARGAINING: MCFSE shall be provided release time not to exceed forty (40) hours per unit member for a maximum of three (3) unit members for purposes of meeting and negotiating on an annual basis.
- D. ORIENTATION OF NEW EMPLOYEES: Upon initial employment and upon each change in classification thereafter, each employee shall be furnished a copy of his class specification salary data, assignment or work location, together with duty hours and the prescribed work week.

The salary data shall include the annual, monthly, hourly, overtime, and differential rate of compensation whichever are applicable.

For the benefit of new and old employees, a copy of the updated Policy Manual will be available for public reference at the major work sites. The MCFSE President will also have a copy for reference.

1. Employee Information: MCOE shall provide the Union with the FTE, name, job title, department, work location, phone numbers (work, home, personal cellular), personal email address and the home address for all newly hired unit members (if on file with the employer). This information will be provided within 30 days of the date of hire or by the first pay period of the month following hire.

In addition, the Union may request the same information for all Union members. MCOE shall supply the information within 120 days of a Union request for the same.

2. New Employee Onboarding and Orientation: MCOE provides orientation sessions for new hires on an as-needed basis throughout the school year, typically on a one-to-one basis.

MCOE shall provide the Union access to its new hire orientations. The Union shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the County Office's operations that was not reasonably foreseeable.

The Union shall have 15 minutes, at a time mutually agreed-upon between MCOE and the Union, for the Union representative to meet with new hires within the first two (2) days of service. Both the Union representative and the new hire(s) shall be on paid time.

MCOE will provide the Union membership application in the new employee orientation packet. It shall be the responsibility of the Union to ensure the membership application on file with MCOE is up-to-date.

- E. MCFSE will provide the Human Resources Department with written documents/ brochures regarding the union for new employees. The County Office will provide such documents to new employees upon employment.

F. BOARD MEETINGS:

1. Between the classified and certificated unit, MCOE agrees to pay the cost of a substitute for one (1) MCFSE representative to attend regular or special board meetings.
2. MCFSE shall provide the Superintendent a list of authorized unit member(s) for this purpose.
3. Five (5) working days prior to a board meeting, the representative shall notify his/her supervisor in order that a substitute may be scheduled. If a suitable substitute is not found the unit member may not attend.

G MCFSE PARTICIPATION ON BUDGET STUDY COMMITTEE: MCFSE may appoint up to two (2) representatives total from both units to the MCOE Budget Committee. This Committee is to be designated by the Superintendent and be responsible for the development of the annual budget.

H. UNION LEAVE: The County Office shall make available to MCFSE up to ten (10) unpaid days each work year to conduct Union business or attend affiliate conferences.

MCFSE shall provide to the County Office written notification at least ten (10) work days prior to the proposed leave, stating the days requested for the person(s) so designated. The leave days must be mutually agreeable to the County Office and MCFSE.

I PRIOR NOTICE OF RIGHT TO REPRESENTATION: An employee shall be informed by his/her supervisor of any meeting called for disciplinary or performance evaluation purposes.

1. For such meetings, an employee may request union representation when he/she feels it may result in disciplinary action or an unsatisfactory evaluation.
2. The employer will grant employees elected or appointed to a full or part time position of the union seniority which shall continue to accrue for such time as elected or appointed, providing that the union reimburse MCOE for the actual cost of employee's salary, retirement, health benefits and all other associated costs.

J. LABOR-MANAGEMENT COMMITTEE:

1. A joint Labor-Management Committee shall meet and confer on issues of mutual concern and facilitate an ongoing collaborative relationship between the parties. These issues shall include, but are not limited to, calendar, professional development, performance improvement, staffing, and health and safety issues.
2. The committee shall be comprised of the HR Director, one MCOE manager selected on a rotating basis and one member from each bargaining unit selected by MCFSE. Representatives may designate an alternate for meetings if they are unable to attend.
3. The committee shall meet every other month or when the parties agree that there are matters of mutual interest that should be discussed. Unless otherwise agreed, the meetings shall be held at a standing time in consideration of employee calendars to avoid conflicts. Unless otherwise mutually agreed, each meeting shall last no more than sixty (60) minutes. Release time not to exceed 12 hours for both representatives combined.
4. Items for the agenda for each meeting shall be prepared in advance and sent to the committee members two (2) work days before the meeting.
5. The HR Director and one (1) MCFSE representative, on a rotating basis, shall serve as chairperson. The minutes will be jointly approved and forwarded within five (5) work days of each meeting and shall be posted.
6. The Labor- Management Committee may set aside up to \$2,500 of the annual amount for designated group and/or onsite training.



## ARTICLE III – HOURS OF EMPLOYMENT

- A. **WORK WEEK:** The full-time work week shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the County Office.
1. Notwithstanding the provisions of this Section, an employee may work a flexible work schedule that exceeds eight (8) hours in a day provided that the work week does not exceed forty (40) hours. The flexible schedule may be initiated either by MCOE or the employee, but must have the concurrence of both the employee and MCOE and resolution of the overtime issues as set forth in Section E. Requests for a flex schedule shall be submitted in writing and responded to within 15 calendar days.
    - a. Once a flexible work schedule is established it may be changed by mutual agreement or at employer's written notice. Such notice shall be provided at least ten (10) work days in advance.
    - b. Approval of a flex schedule for one (1) employee shall not constitute precedent for any other requests.
    - c. Employees hired for an assignment with a designated flex schedule would be required to work that schedule unless changes are authorized by the immediate supervisor in writing.
- B. **WORK DAY/WORK YEAR:**
1. At the beginning of the employee's work year, each unit member shall be provided an annual notice of assignment indicating the number of fixed daily hours and annual days of employment.
  2. Upon request by the Court Community School teacher and as approved by the program manager, a paraprofessional may work up to six and one-half (6-½) hours before the instructional year begins for purposes of collaborative preparation for the class. Upon request by the program manager, a paraprofessional may work an additional 6 ½ hours for purposes of designated staff development and/or training.
  3. The County Office may offer optional opportunities for designated staff development outside of the regular work day/work year. Such offerings

may be in full-day sessions on non-duty days (six and one-half hours for instructional paraprofessionals) or partial-day increments offered after the work day or on weekends. As part of the planning, MCOE and MCFSE shall meet to negotiate possible compensation for training participation.

4. In the event that a unit member's work location is closed on a work day by MCOE Administration due to a natural disaster or inclement weather, the unit member may be required to work an alternative day or days to fulfill calendar and instructional day requirements. *Note: Personal Necessity may be considered. See Personal Necessity Leave, Article VI, Section F.* If no make-up day is required, the unit member's pay will not be docked nor will the unit member be required to use a leave day.
- C. LUNCH PERIODS: All employees covered by this Agreement shall be entitled to an uninterrupted, duty-free lunch period after the employee has been on duty for five (5) hours. The length of time for such lunch period shall be for no less than one-half (½) hour, and shall be scheduled for full-time employees at about the midpoint of each work shift. Such times shall be mutually agreed upon between employees and their immediate supervisor.
- D. REST PERIODS: All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Such times shall be mutually agreed upon between employees and their supervisors.
- E. OVERTIME: Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1-½) at the regular rate of pay of the employee or compensatory time off at the same rate for all work suffered or permitted.

Overtime is defined to include any time worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Daily overtime may be waived with the concurrence of both the employee and MCOE. In the event of a flex schedule, overtime is paid for hours in excess of forty (40) in one week.

Hours worked on holidays, as set forth in this Agreement, shall be compensated at two and one-half (2-½) times the regular rate of pay or compensatory time off at the same rate.

Employees shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work regardless of hours.

If, in the judgment of the department head and with the approval of the Superintendent, work beyond the established work week is required, he/she may permit such overtime to be worked and may authorize equivalent time and one-half (1-1/2) off for such overtime. Such authorized overtime that is worked or taken off shall be reported on appropriate forms submitted with the department payroll each month.

No compensation for overtime by other than equivalent time and one-half (1-1/2) off may be made except by the Superintendent upon recommendation of the Department Head.

Actual overtime shall be accumulated and used in increments of not less than one-half (1/2) hour.

Actual overtime accumulated as comp time shall not be accumulated in excess of forty (40) hours and must be granted and used within twelve (12) calendar months following the month in which the overtime was worked.

Actual overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department.

- F. CALL-IN TIME: A regular employee called in to work on a day when he/she is not scheduled to work shall be paid a minimum of two (2) hours pay for such work at the applicable rate of pay.
- G. CALL-BACK TIME: A regular employee called back to work after completion of his/her regular assignment shall be paid a minimum of two (2) hours of work at the appropriate rate of pay.
- H. INCREASE IN HOURS: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee that occupies that position. If this employee declines, the assignment shall be offered to the remaining employees in the same class at that work site in descending order of seniority.
- I. PROTECTION OF FRINGE BENEFITS: (E.C. 45137) Any employee in the bargaining unit who is assigned by the County Office to work thirty (30) minutes or more in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment

adjusted to reflect the longer hours, in order to acquire fringe benefits on a properly prorated basis.

- J. SHIFT DIFFERENTIAL-COMPENSATION: Any employee in the bargaining unit whose assigned work shift continues after 8:00 p.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for those hours after 8:00 p.m.
- K. RIGHT OF REFUSAL: Any employee shall have the right to reject any offer or request for overtime or call back, on call or call in time, with the exception of Employees on the alarm call list who shall respond to calls except in the case of a personal emergency.
- L. SUMMER ASSIGNMENTS: When work normally and customarily performed by 10 month school employees is required to be performed at times other than during the regular August-June academic year, the work shall be offered to bargaining unit employees prior to being offered to outside personnel. If 10 month school employees accept summer assignments, they shall receive not less than the compensation and benefits which apply to the classification in which the work is offered during the academic year, including all paid leaves of absence, and seniority, if the summer assignment is in the employee's regular class.

## ARTICLE IV – COMPENSATION

- A. **REGULAR RATE OF PAY:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as reflected in Appendix A. The parties understand that for classified employees a full-time work load is based on 8.0 hours per day. For certificated, full-time is based on 7.0 hours. For both groups a full-time work load is based on 10 months or more.
1. 2% increase to the classified salary schedule effective July 1, 2017.
  2. In addition to the above, and for the 2017-18 year only, MCOE shall pay an off schedule, one-time \$500 bonus to each 1.0 FTE. For unit members working less than 1.0 FTE, the amount shall be prorated based on FTE. The one-time payment shall be made on or before December 1, 2017. To receive this bonus, the unit member must be employed as of October 1, 2017. However if the unit member leaves MCOE prior to the end of the school year in 2018, the payment shall be prorated based on actual year worked and unit member's final paycheck will be adjusted accordingly.
  3. 1.5% increase to the classified salary schedule effective July 1, 2018.
- B. **PAYCHECKS:** All regular paychecks of employees in the bargaining unit shall be itemized to the extent provided by the processing agency. All regular employees in the bargaining unit shall be paid once per month payable on or before the last working-day of the month, during which service is performed provided a time card has been submitted by the employee in accordance with timelines established by the County Office. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day. Those employees receiving supplemental paychecks will receive paychecks by the 10th of the month following the month in which service is performed provided a time card has been submitted by the employee in accordance with timelines established by the County Office. Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued. Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced.
1. The County Office will provide a list of dates for regular payroll for each school year by June 20 for the following year. The Labor-

Management Committee will review and provide input regarding possible changes in the issuance of dates of payroll.

- C. MILEAGE, MEALS, LODGING: Employees are entitled to reimbursement for mileage, meals and lodging expenses incurred in the line of duty, in accordance with the provisions of the Superintendent’s Administrative Regulation 4133. Unit members using their personal vehicles for travel to assigned duties will be reimbursed in the following manner:
1. Unit members assigned to a single work site will not be reimbursed for mileage to and from work.
  2. Occasional travel by unit members away from assigned work site will be reimbursed roundtrip mileage from home or work site, whichever is less.
  3. Unit members assigned to two (2) or more work sites will be assigned a base work site. The base site will be specified in writing at the start of the school year and may be changed in writing during the year if work duties or work sites change.
  4. Unit members who are required to travel to two (2) or more work sites on a weekly basis will be reimbursed for roundtrip mileage from base site to other sites, or from home to other sites, whichever is less.
  5. To receive mileage reimbursement, unit members must complete an “Official Travel Claim” form. Mileage claims should be submitted monthly.
  6. In the event that the County Office is unable to fill an advertised Educational Interpreter position, the Office may offer the position on a temporary basis to a qualified current employee, with incentives:
    - a. The incentives include, but are not limited to, mileage reimbursement, additional hours to cover travel time, etc.
    - b. The office shall notify the Union of its intent to offer a position to a current employee under these circumstances.
    - c. Any agreement between the employee and the County Office shall be put in writing and shall specify the duration of the assignment and the incentive terms. The Union shall receive a copy of the agreement.

- D. **LONGEVITY:** Each bargaining unit employee shall receive a longevity increment of approximately five (5) percent of current pay as provided in the salary schedule in addition to current pay, upon completion of nine (9) calendar years of service with the County Office. An additional longevity increment of five (5) percent of current pay shall be added upon completion of each additional five (5) calendar years of service, through twenty-nine (29) years of service (effective July 1, 2017).
- E. **INITIAL STEP PLACEMENT:** Normally all newly hired employees shall be placed on Step A of the appropriate salary range unless otherwise determined by the Human Resources Director in consultation with the Program Director.
1. MCFSE shall be notified of any placement higher than Step D.
  2. Once MCFSE is notified of a new employee being placed at a step higher than Step C, then either MCOE or MCFSE may request negotiations. Such negotiations will be included as an automatic reopener in the next set of negotiations on salary unless an earlier timeframe is mutually agreed to.
- F. **STEP ADVANCEMENT:** Effective July 1, 2017, each employee shall be advanced one (1) salary step on July 1 of each year until the top salary step is attained. It is understood and agreed that each classified employee must demonstrate competencies sufficient to justify his or her advancements within a range as determined by the supervisor.
- G. **PAYROLL DEDUCTIONS:** The County Office will deduct and forward from the monthly paycheck of each unit member, union dues and other voluntary deductions as authorized in writing by the unit member. All union dues collected by the County Office shall be remitted to the MCFSE treasurer with a printout of each payee's name and the amount deducted on a monthly basis.
- H. **TAX-DEFERRED PERS CONTRIBUTIONS:** The County Office provides a deferral of the employee's contribution to PERS.
- I. **PROMOTION:** Any employee in the bargaining unit receiving a promotion to a higher class within the bargaining unit shall be moved to the appropriate range and step of the new class to insure an increase in salary.
- J. **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION:** When an employee is temporarily assigned hours and duties of a higher classification for a period of five (5) working days or more, the employee shall be compensated at the higher rate for the entire period the employee is assigned to work in that

classification. The employee shall be compensated by a five (5) percent increase of current salary or the lowest step of the higher class whichever is greater.

- K. ANNUAL NOTICE TO EMPLOYEES: Unit members shall receive an annual report on September 30th from the County Office regarding the following:
1. Accumulated sick leave
  2. Accumulated vacation days
- L. HEALTH AND WELFARE BENEFITS: Effective July 1, 2018 the County Office will absorb the total increase to health and welfare benefits for 2018-2019 for a full time employee. In other words, the benefits cap will be raised by the 2018-2019 rate increase. Benefits may not be reopened by either party for 2019-2020 negotiations.
1. 125 Flex Spending option will be available through American Fidelity at no charge to employer or employee. If American Fidelity at some later date decides to charge for the service then parties will open negotiations on fee payment.
- M. RETIREE ELIGIBILITY FOR MEDICAL BENEFIT OPTION: Employees retiring after July 1, 1985, who have at least five (5) years of service with the County Office and are at least fifty (50) years of age, shall be eligible to pay the cost necessary to continue to receive medical coverage. This option shall remain available to age sixty-five (65).
- N. Unit members meeting the health benefits qualifications are eligible for a \$50,000 group term life insurance policy under the terms and conditions of the insurance provider, effective July 1, 2001.
- O. Based on an agreement in February 2004, unit members shall participate in and make the requisite contributions for the State's unemployment compensation disability benefits, starting April 1, 2004.
- P. PAY FOR TRAINING: MCOE may support the education of staff members to study for the purpose of obtaining a certification, knowledge or skill as needed by MCOE to provide qualified staff to fill positions.
1. Funding for this purpose shall be provided to employees in the form of a 0% loan to be forgiven in agreed upon increments and over an agreed upon number of years of satisfactory service, performing the duties for which the training was acquired, not to exceed 3 years. Such funding shall



be used to pay the direct costs associated with training such as tuition, books, housing, meals, and transportation costs.

2. The employee and MCOE shall agree, in advance, in writing regarding the amount of funding to be provided, what the funding shall be used for, number of years of satisfactory service before the loan is forgiven and other terms of the loan as needed.
3. Upon the completion of the training or education and the agreed upon years of satisfactory service performing the duties for which the training was acquired, MCOE shall fully retire the loan as specified in the written agreement.
4. Every effort should be made to schedule the training during non-work time. At the joint discretion of the employee's supervisor and the HR Director, the employee may be allowed, as set forth in the written agreement, to receive training on work time. The employee shall not receive a salary for training or study that occurs outside of the normal work assignment such as on the weekend or during times of non employment such as summer.

Q. RECRUITMENT BONUS: MCOE may provide a sign-on bonus in the form of a gradually forgiven 0% interest loan, for the purpose of employing persons to assume the duties of "hard to fill positions". The person receiving such a bonus shall receive the bonus upon commencing employment in accordance with the terms of a written agreement between the parties.

1. Such an agreement shall create an understanding of an agreement with the amount of the bonus, number of years of satisfactory service before the loan is forgiven and the terms of the loan. The number of years of satisfactory service that may be served before the loan is forgiven shall not exceed 3 years.
2. For the purpose of this article the term "hard to fill" shall be established by the Superintendent or designee. The Superintendent or designee shall take into consideration the difficulty of finding qualified staff as demonstrated by a lack of applicants, a lack of applicant quality or other legitimate factors.
3. If MCOE decides to offer a recruitment bonus in order to recruit employees into any of the following classifications or to obtain employees with bilingual skills, no advance notice to or consultation with the

Federation is required. If MCOE decides to offer a recruitment bonus for any other position or skill, it shall first consult with the Federation.

Communication Assistant Trainee  
Communication Assistant  
Educational Interpreter  
Physical Therapist Assistant  
Occupational Therapist Assistant

- R. STIPEND: MCOE may pay up to a \$5,000 annual stipend to any staff member or class of positions who possess any credential, certification or licensure that has proved hard to employ and retain. The determination regarding eligibility and amount shall be done on an annual basis. The determinations will be in the sole judgment of the County Superintendent or designee and are not subject to a grievance under Article X of the Collective Bargaining Agreement. An employee is not eligible for such stipend at the same time as receiving the benefits of Section Q (Recruitment Bonus). The staff member shall receive the stipend provided that he/she is providing service in an assignment that requires such a credential, certification, and/or license. The stipend shall be prorated in the case of a part-time assignment and in the case of an employee starting work after the start of the school year. It is the intent of the parties that a determination regarding stipends will be made by May 15 for the following school year.
- S. BILINGUAL STIPEND: MCOE will pay an annual stipend of \$800 to an individual who is bilingual in Spanish, both orally and in writing, and is required by the County Office to use such skills in their particular assignment. Their bilingual skills will be verified at the time of hire and if and when deemed necessary by MCOE. The parties recognize that there might be more than one position in a particular class of positions and some or one of the positions may be designated by the County Office as requiring bilingual skills due to the nature of the assignment. Unit members so designated will be paid the stipend. The stipend shall be prorated in the case of a part-time assignment and in the case of an employee starting work after the start of the school year. It is the intent of the parties that a determination regarding stipends will be made by May 15 for the following school year.
- T. OVERPAYMENT:
1. In the event that an employee received wages or benefit contributions from the Mendocino County Office of Education to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, MCOE shall notify the employee in

writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

2. Recovery of overpayments may be made for up to four (4) years retroactive from the date the employee is notified of the overpayment.
  - a. Where this process is utilized, MCOE, the employee, and MCFSE, if requested by the employee, shall meet within thirty (30) calendar days following written notification and attempt to reach a mutual repayment schedule.
  - b. If no mutual agreement is reached by the end of the thirty (30) - day period, MCOE shall implement the repayment schedule as follows:
    1. If the overpayment amount to be repaid is more than ten percent (10%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding ten percent (10%) of the employee's regular monthly base salary.
    2. If the overpayment is less than 10 percent (10%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves MCOE service before MCOE fully recovers the overpayment, the remaining amount shall be deducted from the next monthly employee's final check.
    3. Amounts less than \$200 will be adjusted in the following month's paycheck.
    4. An employee who disagrees with MCOE's determination that an overpayment has been made may grieve the determination through the grievance procedure. In the event a grievance is filed, recoupment deductions will be held in abeyance pending resolution of the grievance. If the grievance is not resolved within three (3) months, MCOE may, at its discretion, begin to recoup the over

payment outlined in this Article. This Article does not waive MCOE's right to pursue legal action to recoup an overpayment where the employee is no longer employed, or in paid status.

## ARTICLE V – EARLY RETIREMENT

- A. If offered in any year by the County Superintendent, regular members of the classified service may apply to the Superintendent/ designee for a reduction of workload from full-time to part-time status under Education Code 45139. The period of part-time status employment shall not exceed two (2) years under this Section. The requirements and benefits for services in a reduced workload status are as follows.
1. The employee must be at least fifty-five (55) years of age.
  2. The employee must have at least ten (10) years full-time classified service. The five (5) years of service immediately prior to going on reduced workload must be full time and without a break in service.
  3. The decision to enter reduced workload status is optional to the employee. Reduced workload status may be revoked only with the mutual consent of the employer and employee.
  4. The salary received in reduced workload status shall be a pro rata share of the salary the employee would have earned if the employee had not elected to change status. The employee shall suffer no loss of benefit entitlements, including health and retirement benefits, which the employee would have received in full-time status.
  5. The minimum part-time level of employment under this Section shall not be less than one-half ( $\frac{1}{2}$ ) of the employee's full time employment status.

## ARTICLE VI – LEAVES

- A. SICK LEAVE: (E.C. 45191) All full-time employees shall be entitled to twelve (12) working days sick leave per year. Regular employees serving less than five (5) days per week and/or less than twelve (12) months per year shall be entitled for a year of service to a pro rata share of twelve (12) days leave.

Pay for any day of absence for illness or injury shall be the same as the pay that would have been received had the employee worked during the day. Sick leave shall be utilized in a minimum increment of one (1) hour during the first half of the work day and a minimum increment of thirty (30) minutes thereafter.

1. ADVANCE CREDIT: Credit for each year's leave of absence (sick leave) need not be accrued prior to taking such leave by the employees. Such leave may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the County Office.
2. ACCUMULATION: Any unused portion of the annual sick leave allotment shall be accumulated from year to year without limitation.
3. VERIFICATION: After a unit member has been out for five (5) consecutive working days or if the employee's records indicate a possible abuse of leave privileges, the County Office shall require a doctor's note verifying that the absence was due to personal illness or injury, stating a return to work date, and indicating if the employee is subject to any restrictions for a specified period of time in his or her essential functions that may require review for accommodation or light duty. If not restrictions are listed, then the employee will resume full duty. The County Office may direct an employee to undergo an examination from a foundation physician of the County Office's choice. If the physician's report concludes that the absence is not due to personal illness or injury, or that the absence is not sufficiently severe to warrant continued absence, the Superintendent may deny continuance of the leave.
4. CONVERSION OF SICK LEAVE: Employees may convert sick leave to retirement credit in accordance with applicable law.

5. SALARY; DEDUCTIONS DURING SICK LEAVE: (E.C. 45196) When a bargaining unit employee is absent from his/her duties due to illness or injury for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence. If no substitute is hired, the employee shall receive his/her regular pay. Entitlement to leave under this provision shall be determined in accordance with law.

B. EXTENDED ILLNESS LEAVE: (E.C. 45195) A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted up to six (6) months additional leave without pay. A second leave of up to a six (6) month period may be granted.

An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this Section and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.

If, at the conclusion of all leaves, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

At any time during the thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid-off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority.

C. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: (E.C. 45192) In addition to any other benefits that any employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following:

An employee suffering an injury or illness arising out of and in the course or scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.

Entitlement to this leave shall be conditional upon the approval of the employee's Workers' Compensation claim and will commence on the first day of absence. This leave shall be available only to those employees who have served continuously with the County Office for at least one (1) year.

This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred.

Payment for wages on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

This leave is to be used in lieu of regular sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, accumulated sick leave may then be used. If, however, an employee is still receiving payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated or available regular sick leave and vacation leave or other available leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Workers' Compensation is a tax-free benefit and the County Office shall adjust employees' wages accordingly.

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with his/her seniority.

Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the state.

An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.



D. TRANSFER OF EARNED LEAVE OF ABSENCE FOR ILLNESS OR INJURY: (E.C. 45202) An employee who is hired within one (1) calendar year of leaving employment with another school district and who had served one (1) calendar year or more with the earlier district and whose employment was terminated for reasons other than action initiated by the previous employer for cause, shall at employee's request have transferred with him/her all unused leave of absence for illness or injury to which he/she is entitled under Education Code 45191.

E. BEREAVEMENT LEAVE: (E.C. 45194) Each unit member is entitled to a paid leave of absence for bereavement relating to the death of an immediate family member as defined below. The length of the leave shall be three (3) days for travel to locations within two hundred (200) miles and five (5) days for travel to locations greater than two hundred (200) miles.

The immediate family of a unit member is defined as the spouse/ domestic partner, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or grandchild of the spouse/ domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other person living in the immediate household of the employee.

F. PERSONAL NECESSITY LEAVE: (E.C. 45207) Up to seven (7) days of absence earned for sick leave may be used by the employee each year, at his/her election, in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family when additional leave is required beyond that provided pursuant to Bereavement Leave.
2. Illness of a member of the immediate family or emergency situation arising within the immediate family wherein other arrangements cannot be made.
3. As a result of an accident involving an employee's person or property or the person or property of a member of his/her immediate family, as defined in Bereavement Leave.
4. Ordered court appearance as litigant party or witness. When possible the unit member shall submit a copy of the subpoena at leave five (5) work days prior to the appearance and after the appearance of a verified statement of the dates and times they appeared.
5. A matter of compelling personal concern that cannot be conducted outside regular working hours. The use shall be limited to four (4) days per year.

The unit member is not required to provide a reason for use of two (2) days of this leave. The unit member must provide a reason for use of the other two (2) days. Compelling personal concern days may not be used for a work stoppage, work slowdown, or to extend a holiday period (e.g., immediately prior to or following a spring or winter break).

6. If an employee is unable to get to work due to impossible travel conditions resulting from a natural catastrophe such as a flood, snow, earthquake, etc. *Also see Article III, Hours of Employment.*
7. Death of a close personal friend not to exceed three (3) days.
8. Such other reasons as approved by the Superintendent.

#### DEFINITIONS AND SCHEDULING OF PERSONAL NECESSITY

As used herein, “member of the immediate family” shall be those persons defined in Bereavement Leave.

The employee shall submit to his/her supervisor a request for personal necessity leave five (5) days in advance of the leave, if circumstances permit. The unit member shall not be required to secure advance permission for leave taken for the following emergencies: death or serious illness of a relative, dependent, or special relation; or accident or legal issue involving his/her person or property, or the person or property of a member of his/her immediate family. However, the employee must provide his/her supervisor with notice of taking such leave.

- G. LEAVE FOR RELIGIOUS HOLIDAY: The Superintendent may grant employees up to two (2) days of absence with pay for the purpose of observing religious holidays which custom has established as days of special importance to those who practice a particular faith.
- H. LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS: Up to two (2) hours per month may be allowed without loss of pay or accumulated sick leave for bona fide medical and dental appointments for the employee if approved by the department. Any time off necessary beyond the above must be deducted from available sick leave time. Beyond this, lost work time must be made up or deducted from the employee’s salary.

Department heads reserve the right to verify validity of time taken for medical and dental appointments and may if circumstances warrant request that half or

full day deduction may be made from the salary of any employee wrongfully using this appointment time.

Appeals on actions taken to deduct wages may be made to the Superintendent.

I. MATERNITY LEAVE:

1. A unit member shall be granted maternity leave, which is defined as an absence due to pregnancy, childbirth, miscarriage, or recovery therefrom.
2. The length of the maternity leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. When possible, the County Office shall be notified in writing forty-five (45) days prior to the date on which the unit member's leave is to commence.
3. Sick leave and extended illness leave rights shall be available to classified unit members absent due to a disabling condition from pregnancy, miscarriage, childbirth, or recovery therefrom.
4. Upon return from leave a unit member may be requested to provide written verification from her physician regarding her physical ability to resume professional duties.
5. All maternity leave applications must be submitted to the Superintendent or his designated representative.
6. Upon determination of disability following childbirth, the unit member may be required to submit a regular statement from a physician verifying continued disability. The Superintendent may, at his expense, require an alternative medical opinion. Verification of continued disability may be requested to maintain salary benefits.
7. The unit member on leave shall notify the Superintendent as soon as possible of the intention to return to service.
8. Paternity and adoption leave may be granted up to seven (7) allowable "personal necessity" leave days.

J. CHILD REARING LEAVE: Child rearing leave without pay may be granted to any employee for a period of up to one (1) year. Excluding extenuating circumstances, requests for leave for child rearing will be submitted to the

employee's immediate supervisor at least forty-five (45) days prior to the effective date of the leave.

During the child rearing leave, the employee shall not earn seniority or paid leave benefits, but the leave shall not be considered a break in service if the employee returns to duty as scheduled upon conclusion of the leave. The employee shall be eligible to continue participation in health and welfare insurance benefits provided for in the Agreement during such leave at his/her expense. An employee returning from child rearing leave shall be guaranteed a position compensated at the same range, step of pay, and hours if such a position exists and the employee's seniority warrants placement in the position.

- K. MILITARY LEAVE: Military leaves of absence shall be granted in accordance with provisions of Military or Veterans Code, Education Code, and other statutes of laws.
- L. JURY DUTY: (E.C. 44036, 44037) An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. A unit member who receives a jury summons shall submit a copy of the summons to his/her supervisor.

At the conclusion of jury duty, the unit member shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the unit member. The jury duty wage shall be submitted to the business office of the County Office. After submission of the jury duty wage, the Superintendent shall pay the employee's regular rate of pay.

Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty from the County Office.

The department head/supervisor must be notified of this leave time two (2) days before the leave is effective.

- M. GENERAL LEAVES: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Superintendent and the employee.

N. CATASTROPHIC SICK LEAVE BANK:

1. The county office establishes a catastrophic leave program to permit employees of the county office to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. For the purposes of this section the following terms are defined as follows:
2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Extended time off to create a financial hardship shall be defined as 10 days or more without pay.  
  
"Family" means child, spouse, designated domestic partner, child of spouse, parent or sibling of unit member.
3. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
4. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
  - a. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the county office in which he or she is employed.
  - b. The county office determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
  - c. The employee has exhausted all accrued paid leave credits.
5. If the transfer of eligible leave credits is approved by the county office, any employee may, upon written notice to the county office, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.

6. No employee may donate sick leave hours unless he/she has more than twenty (20) days of accumulated leave credit on record with the County Office. An employee may donate sick leave only in excess of the minimum twenty (20) days on record. Leave credit may be initially donated at a minimum of 8 hours and in hour increments thereafter.

The unit member seeking catastrophic leave due to an illness or injury of a family member shall be required to use all of their own accrued sick leave and vacation before requesting a donation from other employees.

7. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of 4 consecutive months.
8. All transfers of eligible leave credit are irrevocable.
9. An employee who receives paid leave pursuant to this section shall use any applicable leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

O. FAMILY LEAVE CARE: It is the intent of this Section to make available to employees leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This Section shall be applied and interpreted in accordance with state and federal law and regulations.

1. ELIGIBILITY: An employee with one (1) year of continuous service employed for at least 1,250 (1.00 FTE) hours during the previous twelve (12) months is eligible for the leaves described below.
2. PURPOSES FOR WHICH LEAVE MAY BE TAKEN:
  - a. Birth, adoption or foster care placement of a child.
  - b. Care of a child (including foster, step and adult children and legal wards), parent, spouse, or designated domestic partner with a serious health condition. Designation of the domestic partner must be made on the appropriate Human Resources/Business Services form consistent with health benefit eligibility. Designation must have been made prior to the domestic partner's illness.

- c. Serious health condition of the employee [except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945(b)(2)]

3. DURATION OF LEAVE:

- a. All leave is unpaid unless covered by an applicable paid leave that runs concurrently, such as vacation or sick leave.
- b. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period.
- c. Leave is prorated for part-time employees.
- d. Intermittent leave in the form of reduced work days or work weeks may be taken subject to written approval by MCOE. MCOE may or may not be able to accommodate intermittent schedules in accordance with the standard of the law.
- e. Intermittent leaves shall be scheduled, to the extent possible, to minimize disruption to the County Office.

4. TIME FOR COMMENCEMENT OF LEAVE:

- a. Leave for birth or adoption of a child must commence within one year of the birth or adoption. Leave need not be taken all at one time.
- b. The employee shall first be required to use accrued vacation, compensatory time off, and other available paid leave, but not sick leave unless the leave is taken because of the employee's own illness or the employer agrees to the use of sick leave.
- c. Pregnancy disability leave is treated separately under CFRA [See Government Code Section 12945(b)(2)].

5. EMPLOYEE NOTICE: A minimum of thirty (30) days advance notice in writing to request leave is required unless the employee learns of the need for leave with less than thirty (30) days' notice. In such case, the employee shall make the request as soon as possible.

6. CONTINUATION OF BENEFITS:
  - a. The County Office will continue to pay the employee's health and other insurance benefits to the same extent the County Office would have paid for such benefits if the employee had continued working.
  - b. If the employee does not return at the end of the leave, the County Office may collect the amount expended for benefits unless the failure to return is because of disability.
  - c. For any benefit plan not paid for by the employer, the employee may continue to pay for such benefit during the unpaid leave subject to carrier approval.
7. STATUS WHILE ON LEAVE: Leave does not constitute a break in service for purposes of seniority, or longevity, or any employee benefit plan.
8. HUSBAND AND WIFE EMPLOYEES: If both spouses are employed by the County Office, the aggregate leave for both employees is limited to eighteen (18) weeks of the care of a newly arrived child.

For other purposes, each employee is entitled to twelve (12) weeks of leave.
9. VERIFICATION: The County Office requires that an employee's request for a family care and medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.
  - a. If the employee is requesting the leave to care for a child, parent, spouse or designated domestic partner with a serious health condition, the certification shall include:
    1. the date on which the serious health condition commenced,
    2. the probable duration of the condition,
    3. an estimate of the time that the health care provider believes the employee needs to care for the individual requiring care,
    4. a statement that the serious health condition warrants the participation of the employee to provide care for the



employee's child, parent, spouse or designated domestic partner.

- b. If the employee is requesting the leave for his/her own serious medical condition, the certification shall include:
  - 1. the date on which the serious health condition commenced,
  - 2. the probable duration of the condition,
  - 3. a statement that, due to the serious health condition, the employee is unable to perform the function of his/her position or must be absent for work for treatment of the serious health condition.

If additional leave is requested beyond the period stated in the certification, the County Office may require the employee to obtain recertification in accordance with the procedures set forth above.

- 10. **SERIOUS HEALTH CONDITION:** For the purposes of this provision, the term "serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:
  - a. Inpatient care in a hospital, hospice, or residential health care facility; or
  - b. Continuing treatment or continuing supervision by a health care provider.

For purposes of this provision, the term "health care provider" means an individual holding either a physician's or surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's or surgeon's certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

- 11. **RIGHT TO REINSTATEMENT:** An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent of the County Office employees may be denied reinstatement if reinstatement would cause substantial economic injury to the County Office. The County Office must notify the employee of the intent to deny reinstatement as soon as that decision is

made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

P. VACATION PLAN:

1. Vacation days are earned as follows on an annual basis:

Annual Days of Vacation Accrual			
12 MONTH	11 MONTH	10 MONTH	SCHOOL YEAR
5 and less years of service			
10	9	8	7.25
6 up to 15 years of service			
16	14.5	13	12
Over 15 years of service			
22	20	18	17

2. Vacation benefits are earned on a fiscal year basis:

July 1-June 30

3. At the request of their Division Head or his/her designee, employees shall submit their work calendar for the current year, including requested vacation days, to be reviewed and approved by Division Head or his/her designee. Vacation shall be scheduled pursuant to the work requirements of the County Office upon approval of the Division Head or his/her designee. Any conflicts concerning vacation schedules shall be addressed on the basis of fairness by the Division Head or his/her designee.
4. Vacation time earned during one fiscal year and not taken during that year shall accumulate for use in the next year. Unused accumulated vacation time must be used by the end of the fiscal year following the year in which the unused time was earned. The Superintendent may direct an employee to use vacation time if it appears vacation time may be accumulated into a third fiscal year.
5. On July 1 of each fiscal year, annual vacation for the full year shall be made available.

In the event the unit member leaves employment or goes on an unpaid leave status, an accounting of the actual earned vacation time shall take place and applied to the final paycheck.

6. Upon separation from service, an employee shall be entitled to a lump-sum compensation for all earned and unused vacation.
7. A paid holiday falling within a vacation period shall not be counted as a vacation day.
8. The County Office, at its discretion, may allow permanent classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. The employee must supply adequate notice and relevant supporting information to the employee's immediate supervisor regarding the basis for a request for such interruption or termination.
9. If a bargaining unit employee's scheduled vacation occurs during a period when he/she is already on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the County Office shall grant such a request in accordance with vacation dates available at that time. Once an employee's vacation is scheduled and approved by the immediate supervisor, the County Office shall not have a right to reschedule/ interrupt that vacation without the voluntary consent of the employee.

## ARTICLE VII – EVALUATION

- A. INTENT: The following schedule, procedures and responsibilities shall guide and direct periodic evaluations of classified staff. The purpose of such an evaluation program shall be to promote professional growth and provide periodic assessment of job performance.
- B. SCHEDULE: Probationary employees shall be evaluated at least once during their probationary period of employment. The probationary period is twelve (12) months from the date of employment during which the employee is actively performing the duties of the classification. Months or weeks that the employee is not actively performing the duties (for example, the summer break period or extended sick leave periods) shall not count toward completion of probation. Permanent employees shall receive one formal written evaluation each calendar year. The evaluation shall be issued on or before their anniversary date. The parties agree that this is a minimum schedule. Additional evaluations may be made at the discretion of the Department Head. A permanent employee shall upon request be granted one (1) additional evaluation each year.
- C. EMPLOYEE INVOLVEMENT: No evaluation will be complete for filing until the employee has reviewed the evaluation and has had an opportunity to meet with the evaluator, discuss the evaluation, and respond in writing within ten (10) work days.
- D. FILING OF EVALUATIONS: Classified evaluations are to be made in duplicate and filed as follows:
1. One (1) copy to person being evaluated
  2. One (1) copy filed with the Superintendent (personnel file)
- E. UNSATISFACTORY RATING: Any unsatisfactory evaluation ratings shall require the evaluator's written explanation and specific suggestions for improvement.
- F. APPEAL PROCEDURE: If a staff member disagrees with an evaluation and desires a review of the evaluation, this shall be granted. The request for a review must be made in writing to the Superintendent and must contain reasons for such a review.
- G. EVALUATORS: No bargaining unit employee shall be required to sign an evaluation for another bargaining unit employee.

- H. RESPONSIBILITY FOR EVALUATION: The responsibility for evaluation of staff members shall be that of the individual's immediate supervisor who is not a member of the bargaining unit.
- I. EVALUATION FORM: The forms to be used for all evaluations shall be as shown in Appendices B and C.
- J. CONTENT NOT GRIEVABLE: The content of an evaluation shall be exempt from the grievance procedure. Matters relating to the procedures used in obtaining the evaluation shall be subject to the grievance procedure.
- K. SELF-EVALUATION COMPONENT: This was added to the evaluation process, effective, July 1, 2013. (see self eval packet to confirm changes)

## ARTICLE VIII – DISCIPLINARY ACTION

- A. Disciplinary action may be imposed upon permanent employees only pursuant to this Article and applicable law.
- B. GENERAL PROVISIONS:
1. Discipline may be imposed upon employees only for cause in accordance with adopted regulations, policies, and procedures of the Superintendent and County Board of Education, or other provisions of law as they are applicable to the affected County Office employee. Disciplinary action includes any action whereby an employee is deprived of any classification or incident of any classification, in which she/he has permanence, including dismissal, unpaid suspension, or demotion without his/her voluntary consent, except a layoff for lack of work or lack of funds.
  2. Letters of reprimand may be subject to challenge and appeal administratively up to and including the Superintendent.
  3. It is the intent of the parties that discipline be applied progressively, to afford the employee the maximum opportunity to correct deficient work practices or conduct, except where circumstances warrant greater disciplinary action without proceeding through the steps of progressive discipline. Discipline less than dismissal shall be imposed for corrective purpose only.
  4. The County Office shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent, or for any cause alleged to have arisen more than two (2) years preceding the date of the disciplinary notice.
- C. DISCIPLINARY PROCEDURE:
1. When the County Office determines that sufficient cause exists for disciplinary action of unpaid suspension and/or dismissal to be taken against an employee, the County Office shall serve formal notice to that effect upon the employee. Such notice shall be presented to the employee by personal delivery, or by being placed in the United States mail, postage prepaid, addressed to the last known address of the employee.
  2. The employee shall be entitled to an informal pre-hearing (Skelly) on the charges with the appropriate administrators, whether or not the employee

demands a formal hearing on the charges. The employee shall be entitled to have a representative of his or her choice at the pre-hearing. If the employee's preferred representative is not available on the pre-hearing date, the employee may choose another representative who is available.

3. The notice shall state the specific charges against the employee, citing names, dates, times, locations and circumstances of alleged acts or omissions upon which discipline is to be based. If it is alleged the employee has committed any of the grounds for disciplinary action contained in Section E, such grounds shall be set forth in the notice. The notice shall set forth the charges against the employee with such clarity and specificity, in ordinary and concise language, that the employee may be fully informed of their exact nature.
4. Included with the notice shall be a Demand for Hearing form, the signing and return of which by the employee shall constitute a denial of all charges and a demand for hearing on the charges. The employee shall have not less than seven (7) calendar days from receipt of the notice in which to return the Demand for Hearing form to the County Office and demand a hearing.
5. If the employee demands a hearing on the charges, the County Office shall obtain the services of a hearing officer to conduct the hearing. The hearing shall be conducted at the convenience of the hearing officer. The technical rules of evidence shall not apply. The hearing shall be conducted in open or closed session, based upon the wishes of the employee.
6. The employee shall have the right of counsel or representation of his/her choice at the hearing. He/she shall have the right to present evidence, testimony and witnesses on his/her behalf, and the right to cross-examine witnesses of the County Office. The burden of proof shall remain with the County Office, and the standard to be met shall be preponderance of evidence.
7. The hearing officer shall issue a written decision following conclusion of the hearing, which shall be provided to the Superintendent and the employee. In his decision, the hearing officer shall issue judgment on each charge and specification contained in the original charges, and on the charge as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the hearing officer. The hearing officer's recommendation may sustain or reject the original charges and proposed discipline in whole or part, with amendments thereto, but may

not recommend discipline greater than that originally proposed by the County Office.

8. The Superintendent shall act upon the hearing officer's recommendations. If the Superintendent's action includes the imposition of discipline on the employee, the effective date(s) of such discipline shall be indicated. If the charges are rejected and the employee fully reinstated to his position, the Superintendent shall rule on the issue of back pay.

D. **DISCIPLINARY SETTLEMENT:** A proposed disciplinary action may be settled at any time following service of the required notice on the employee, on any terms acceptable to the employee and the Superintendent. The terms of any such settlement shall be reduced to writing, and a copy shall be given to the MCFSE Chapter President by the Superintendent. An employee offered a disciplinary settlement by the Superintendent must be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to signing it.

E. **GROUND(S) FOR DISCIPLINARY ACTION:**

1. Incompetence or inefficiency in the performance of the standards of the duties of his/her position.
2. Carelessness or negligence in the performance of duty or in the care or use of public property.
3. Engaging in political activity during assigned hours of employment.
4. Conviction of any crime involving moral turpitude.
5. Willful or persistent violation of the Education Code, Superintendent Policies of the County Office, Administrative Regulations of the County Office, or procedures of the County Office.
6. Insubordination.
7. Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public.
8. Dishonesty.
9. Possession or consumption of alcoholic beverages on school property, or reporting for work while under the influence of alcohol.



10. Addiction to or being under the influence of narcotics or controlled substances without a prescription. Possession or use of controlled substances on the employer's premises.
11. Repeated unexcused absences or tardiness.
12. Abuse of leave privileges.
13. Absence without notification.
14. Falsifying any information supplied to the County Office including information on application forms, employment records, or any other County Office records.
15. Physical inability to perform assigned duties.
16. Refusal to take a medical examination required by the County Office.
17. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
18. Persistent violation or refusal to comply with safety rules or other procedures established by the County Office, or by any governmental agency with jurisdiction.
19. Abandonment of position.

## ARTICLE IX – POSITION ANNOUNCEMENTS AND TRANSFERS

- A. Written requests for a voluntary transfer may be submitted by an employee at any time. The request must clearly indicate preferences, if any, in priority order and shall be submitted to the Human Resources Department.
- B. POSTING INFORMATION: All position announcements postings shall include the class title of the vacant position, the notice shall include hours/day, days/week, months/year, the work site or sites and shall remain posted on the website for 14 days and simultaneously sent by email to each employee and shall include the salary range of the position.
1. In lieu of initiating a new announcement and recruitment process; the County Office may decide to fill a vacancy by virtue of a voluntary transfer request or from a list of applicants developed from a prior announcement and recruitment.
- C. IN-CLASS TRANSFERS: It is the intent of this Article to encourage employees to take maximum advantage of opportunities to advance within their chosen field with the County Office. Toward that end employees seeking transfers will be given preference over outside applicants with equal or lower qualifications. When two or more employees compete for a position, work-related factors will be utilized by the County Office to determine the qualifications of the applicants. The factors that will be used are their service records, evaluations, professional and technical skills, interpersonal skills and, seniority. Transfers should not be granted or denied for arbitrary or capricious reasons. Unsuccessful employee applicants shall, upon request, be informed of the reasons they were not selected, in order that they might have the opportunity to improve their competitive standing for future opportunities.
- D. INVOLUNTARY TRANSFER: Employees may be involuntarily transferred to meet the needs of the County Office. An employee to be involuntarily transferred will be given ten (10) working days prior notice in writing by the immediate supervisor. An involuntary transfer may be affected between different work stations at the same worksite, or between different work sites. Involuntary transfers shall not be affected for arbitrary or capricious reasons.
1. In the case of an individual who is to be involuntarily transferred, the written notice shall state in specific terms a cause, reason, or justification for such action. Every effort will be made not to transfer an individual to a location that would cause undue hardship. Employees who are given

the ten (10) working days written notice shall have a right to a personal conference with the department or division administrator. This meeting must take place prior to actual reassignment, but an administrative decision following the conference to affect the actual transfer will remain in place until, or unless, normal grievance procedures are initiated by the employee to reverse such placement.

MCFSE realizes that seniority, competency and availability are all factors when considering a transfer. When all other criteria are met in the judgment of the supervisor, seniority will be given a high priority in the final decision. It is understood that seniority is the most important factor in terms of layoff and reinstatement.

- E. MEDICAL TRANSFERS: The County Office may offer alternate work, when the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class or transfer to another class, but it shall be accomplished only by mutual agreement with MCFSE and with the employee's concurrence.
- F. EXPENSES DURING TEMPORARY ASSIGNMENTS: Any bargaining unit employee required to work at a different work site on temporary assignment shall be compensated for differential mileage appropriate to the nature and duration of the assignment in accordance with County Office policy.

## ARTICLE X – GRIEVANCE PROCEDURE

### A. DEFINITIONS:

1. A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misapplication, and/or misinterpretation of the specific provisions of this Agreement. Actions to change the provisions of the Agreement or the policies and administrative regulations of the Superintendent must be undertaken through separate legal processes.

A “grievant” is an employee of the Superintendent or the MCFSE.

A “day” is any day in which the County Office is open for business.

The “immediate supervisor” is the administrator, not a member of the bargaining unit, having immediate supervision over the grievant and who is authorized to adjust grievances.

- ### B. INFORMAL STEPS:
- Before filing a formal written grievance, the grievant shall attempt to resolve it orally by an informal conference with his/her immediate supervisor or the higher level administrator at which the action was taken. The grievant shall indicate to the immediate supervisor that he/she is initiating the informal step.

See Appendix D for an example of grievance timelines.

### C. FORMAL STEPS:

1. STEP I: Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the specific provision of the Agreement alleged to have been violated, misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after submission of the formal written grievance. If the immediate supervisor does not respond within

the time limits, the grievant may appeal to the next step. Within the above time limits either party may request a personal conference.

2. STEP II: In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the department head or the administrator immediately over the immediate supervisor within ten (10) days of receiving the decision at Step I.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

This administrator shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the administrator may request a personal conference within the above time limits. If the administrator does not respond within the time limits, the grievant may appeal to the next step.

3. STEP III:
  - a. If the grievant is not satisfied with the decision at Step II, he/she may request within ten (10) days of the Step II decision that the grievance be submitted to a mediator. Such request must be in writing to the Superintendent.
  - b. The mediator shall be provided by the California Mediation and Conciliation Service.
  - c. If selection from a list is offered by the service, the selection shall be made by each party alternately striking names until one (1) name remains.
  - d. The mediator shall meet with the parties with the purpose of promoting a mutual agreement to solve/address the grievance.
  - e. As part of the mediation both parties can agree to request the mediator to provide a neutral assessment of each party's case should the grievance not be resolved through mediation. Such assessment may be provided verbally or in writing but cannot be introduced into any subsequent proceeding.

4. STEP IV:

- a. If the grievance is not resolved at mediation, the MCFSE may request that the grievance be submitted to a neutral arbitrator. Such request must be in writing within ten (10) days to the Superintendent.
- b. The arbitrator shall be selected from a list received by the parties from the California Mediation and Conciliation Service.
- c. Selection shall be made by each party alternately striking names until one (1) name remains.
- d. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the employer. The arbitrator shall only address the issue(s) of the grievance as presented by the parties.
- e. The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, and after both parties have had an opportunity to make oral and/or written arguments, the arbitrator shall make a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and a proposed decision on the issues submitted. The proposed decision shall be advisory to the Superintendent. If the Superintendent overrules the proposed decision of the arbitrator, the fees and expenses of the arbitrator and reporter, if any, shall be borne by the County Office.
- f. Except as provided above, the fees and expenses of the arbitrator shall be borne equally by the County Office and MCFSE. Any other costs shall be borne by the party that unilaterally incurs them.

D. GENERAL PROVISIONS: All documents resulting from the processing of a grievance shall be kept in a separate grievance file and will not be kept in an employee's personnel file.

No party shall take any reprisals against any other party because of participation in the grievance procedure.

Any timeline of the grievance procedure may be extended by written agreement of the parties in advance of the expiration of the time limit.

If at any step of the procedure, the grievant fails without good cause to meet a deadline or to comply with the procedure, the grievance shall be considered resolved. Examples of good cause are serious events proximate to the deadline such as major earthquake or serious personal accident.

- E. EMPLOYEE PROCESSED GRIEVANCES: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention by MCFSE as long as the adjustment is not inconsistent with the terms of this Agreement. Prior to the resolution of any such grievance at Step II or above, MCFSE shall be provided a copy of the grievance and the proposed resolution for review, and shall be given an opportunity to file a written response to the proposed resolution, prior to its implementation.
- F. GROUP GRIEVANCE: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step II.
- G. RELEASE TIME: When processing grievances, if a meeting with a management representative is held during working hours, a reasonable amount of release time shall be provided to the grievant and job steward for such meeting.
- H. AUTHORITY: At the formal steps of this grievance procedure, a Job Steward shall have the authority to act on behalf of grievants with their prior written consent. MCFSE shall keep the County Office currently informed of the identity and sphere of responsibility of Job Stewards.

## ARTICLE XI – PERSONNEL FILES

- A. Materials in the personnel files of employees which may serve as a basis for affecting the status of their employment shall be open for inspection by the employee and/or his/her designated representative having the employee's written authorization.
- B. Such materials are not to include ratings, reports, or records which:
1. were obtained prior to the employment of the person involved,
  2. were prepared by identifiable examination committee members, or
  3. were obtained in connection with a promotional examination.
- C. Upon request every employee shall have the right to inspect such materials in the presence of the Human Resources administrator provided that the request is made at a time when such employee is not actually required to render services to the County Office.
- A request for a copy of identifiable public record or information produced therefrom or a certified copy of such record shall be accompanied by a payment of the current rate for copying material to the Superintendent.
- D. Information of a derogatory nature, except materials mentioned in Section B, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- E. No materials other than routine, ongoing employment records, shall be entered in the employee's file that do not bear the author's signature and date of writing.



## ARTICLE XII – WORKING CONDITIONS

- A. COUNTY OFFICE COMPLIANCE: The County Office and bargaining unit member shall comply with all health, safety, and sanitation requirements or regulations imposed by state or federal law.
- B. DAMAGE/DESTRUCTION OF PERSONAL ITEMS: In case of damage or destruction of personal property of a bargaining unit member while fulfilling duties within the scope of employment a unit member may seek compensation in accordance with Superintendent’s Administrative Regulation 4158.
- C. SAFETY EQUIPMENT: The County Office will furnish equipment or gear reasonably required by the employment duties of an employee in the bargaining unit to ensure the safety of the employee or others.
- D. TOOLS: The County Office agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- E. PHYSICAL EXAMINATION: The County Office agrees to provide the full cost of any medical examination required as a condition of continued employment.
- F. EMERGENCY MEDICAL INSERVICE TRAINING: The County Office will periodically offer inservice training for unit members in emergency medical services.
- G. Unit members are to report any alleged unsafe or potentially unsafe conditions by submitting the County Office hazard report form which will be developed by the Labor-Management Committee before March 1, 2015.

## ARTICLE XIII – NONDISCRIMINATION

- A. The Superintendent and MCFSE shall not discriminate against any unit member on the basis of race, sex, color, creed, age, marital status, sexual orientation, handicap, ancestry, political activity, national origin, membership or participation, or refusal to participate, in the activities of an employee organization.
  
- B. MCFSE and the Superintendent agree that the MCOE policy on harassment will be posted at all stations at the beginning of the school year. Each new employee shall receive a copy of the MCOE policy as part of the information packet provided an individual at the time of employment.

## ARTICLE XIV – CLASSIFICATION

- A. **PLACEMENT IN CLASS:** Every bargaining unit position shall be placed in a class.
- B. **CLASSIFICATION AND SALARY DETERMINATION:** When the County Office creates a new classification within the unit, MCFSE shall have the right to meet and negotiate on the salary range to which the new classification(s) is allocated.
1. Either party may propose a change in salary for any classification or a reclassification at any time during the life of the Agreement for any position. All such proposals, including step placement shall be promptly negotiated by the parties (see Section D).
  2. Reclassification of existing positions shall be subject to the mutual agreement between the County Office and MCFSE.
- C. **SALARY PLACEMENT OF RECLASSIFIED POSITIONS:** When a position, or class of positions, is reclassified, the position or class of positions shall be placed on the salary schedule on the agreed upon range.
- D. **INCUMBENT RIGHTS:** When a position(s) or an entire class of positions is reclassified, the incumbents in the position(s) shall be entitled to serve in the new position, without benefit of exam, and shall be reallocated to the higher agreed-upon range. Step placement of the incumbents shall be on the step closest to a 5% increase unless otherwise negotiated.
- E. **RECLASSIFICATION PROCEDURE:** In each fiscal year, no more than 3 individual requests for reclassification may be submitted. Employees seeking to be reclassified must complete the “request to be reclassified” form and submit all requested supporting documentation. The Labor Management Committee shall be responsible for the development of the forms related to a Request for Reclassification. These will be completed by October 1, 2013.

Such requests shall initially be submitted by the individual to MCFSE and then to the County Office. Such requests must be submitted by February 1 for possible implementation by the following July 1. The request will be reviewed and determined by the Human Resources Director. For comparison purposes, the parties agree that the following agencies will be used for reviewing appropriate job descriptions and salary allocation:

- a. Lake COE
- b. Nevada COE
- c. The County of Mendocino
- d. Ukiah Unified SD
- e. Humboldt COE
- f. Tehama COE
- g. San Benito COE
- h. Tuolumne COE
- i. Yuba COE

There will be a comparison with current and former internal positions re: job descriptions and job duties as well as salary placement. In all cases there will be no less than five comparisons.

Once a determination is made, the individual and MCFSE will be informed of the determination and offered an opportunity to review the determination and the reasons. In the event that the determination involves a change in range placement, MCFSE shall retain the right to negotiate on the salary. The proposed change in salary shall not be implemented until there is mutual agreement. A proposed change in duties may be implemented with five workdays notice. In the event that no agreement is reached between MCOE and MCFSE on salary, the parties will defer the issue until the next scheduled contract negotiations and the issue will be included at that time. Alternatively MCFSE may declare impasse on the issue.

## ARTICLE XV – LAYOFF AND REEMPLOYMENT

(Education Code 45101(g), 45298, 45308)

- A. EXCLUSIVE PROCEDURES: Layoff is the reduction of a position or positions and shall occur only for lack of work or lack of funds.
- B. NOTICE OF LAYOFF:
1. MCFSE and employees subject to layoff shall be given written notification of possible layoff at least sixty (60) calendar days prior to the effective date of the layoff.
  2. Notice of layoff may be given in less than sixty (60) days pursuant to Education Code 45117.
  3. Upon request from MCFSE, the Superintendent or designee shall consult with representatives from the Union during the sixty (60) day period to review the proposed layoffs and the order of layoffs.
  4. Employees who have been given notice of layoff shall respond in writing within seven (7) working days after receiving such notice by personal service or certified mail, of their intent to exercise seniority rights for displacement to equal or lower classification or reduction of assignments or hours. If a response is not received by the Human Resources Director within seven (7) working days, it shall signify that the employee does not wish to exercise such displacement rights.
- C. ORDER OF LAYOFF:
1. In the event of layoff, the order of layoff within the class shall be determined by seniority based on first date of paid service in each classification worked. The employee who has less seniority in the class within which a position is designated for elimination or reduction plus higher classes shall be laid off first. Classified employees who have been laid off shall have the right of reemployment. Reemployment shall be in the reverse order of layoff. Employees shall only have a right to reemployment within the class from which they were laid off.
  2. For the purposes of this article a higher class is one that is paid at a range higher than the range of the current class or when considering bumping into a lower class, a higher class is any class that is paid a greater hourly

wage than the class under consideration as a possible class to which a person may bump.

3. Seniority will not be granted, for the purposes of layoff, in regard to a class until a probationary period for that class is successfully passed. Once probation has been passed, seniority shall be computed from the first date the employee worked within the class. Seniority in regard to a given class shall include all regular service in that class, and higher classes. Regular service, for purposes of seniority, is service upon being hired into a permanent position and does not include substitute or short term assignments.
4. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay or military leave as required by law shall count toward seniority accrual.
5. Should an employee voluntarily separate from service, and be subsequently reinstated, only time in a class actually paid plus paid leaves, or other leaves as allowed above, shall count toward seniority accrual.
6. No regular employee shall be laid off from any position when temporary employees are working within the same class also held by the regular employee unless the laid off regular employee declines the assignment being performed by the temporary employee. However, if a temporary or substitute employee possesses necessary unique qualifications for the specific assignment, such as the ability to speak a language, an exception can be made provided that MCOE seeks consultation with the Federation.
7. A probationary employee, who has not passed a probationary period and gained seniority in any other class, or any temporary employee may be released at any time without regard to the provisions set forth in this policy.
8. An employee reclassified from one class to another shall retain seniority in the former class. Seniority in the new class shall begin accumulating on the date of the change of assignment upon completion of the probationary period for the new class. The seniority shall become a permanent part of the employee's employment history in the new class.
9. In cases of reclassification, transfer in lieu of layoff, or abolishment of position, or in cases where the employee is promoted and subsequently

terminated during probation or laid off, an incumbent's seniority in the class plus higher classes shall be computed as outlined in these rules.

D. EFFECTS OF LAYOFF:

1. The effects stated in this article and section establishes the effects of layoff for those being laid off and shall constitute the sole rights of these laid off employees during layoff and as a result of layoff. However, it is agreed that the effects of layoff on the employees who are not laid off is not established by this article and is negotiable upon the written request of MCFSE.
2. Extension of benefits: All permanent employees laid-off for lack of work or lack of funds shall receive continuation of medical, dental, and vision coverage provided by this Agreement at the employee's expense, for a minimum of eighteen (18) months following layoff in accordance with applicable Federal law. In addition, the first month extended benefits shall be provided at the employer's expense for employees with five (5) years or less service, and the second month extended benefits shall be paid by the employer for employees with more than five (5) years of service.
3. Pay for interviewing with other organizations: All employees who have been notified of their lay off shall be able to use up to 2 days of personal necessity time for the purpose of attending interviews in order to seek other reemployment.

E. BUMPING RIGHTS:

1. An employee in the classified service who is laid off from a class, and who has passed a probationary period and has seniority, as defined by this Article, in the same or higher class, shall have the right to bump, as outlined below, a less senior employee. Seniority for purposes of bumping shall include the total of the seniority in the current class and in an equal or higher class. In the event of a layoff the following bumping option process will be followed:
  - a. An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position. To determine if a position is equal hours per day, hours per week and months per year will be considered.

- b. If the previous option, Section E(1)(a) is unavailable, the employee will be allowed to bump, on the basis of seniority, into a vacant position that has additional assigned time in the same class when compared with the employee's current position. In this case, the employee will not be placed on the reemployment list.
  - c. If the previous option, Section E(1)(b) is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee in the class with the same number of assigned hours per day and days per week. However the employee would be allowed to bump into an assignment that has additional months per year worked compared with the employee's current position. In this case the employee will not be placed on the reemployment list.
  - d. If the previous option, Section E(1)(c) is unavailable, the employee will bump into a position with less assigned time in the class that is closest to the employee's current assigned time, and which is held by a less senior employee in the class. The employee shall be placed on a reemployment list.
2. The employee will repeat the sequence of options outlined in this article for the current class as positions become available. If no alternative position equal to these options is available in the equal class, the employee will repeat the sequence of options outlined in this rule for the next lower class for which the employee has passed a probationary period and as a result has seniority in that class. If no assignment is available on the basis of greater seniority, the employee shall be laid off and placed on a reemployment list.
  3. The parties further agree that when an assignment has been designated as requiring bilingual skills, only employees with such skills may bump into the assignment based on seniority.
- F. SALARY WHEN BUMPING: An employee who bumps into a lower class shall be placed on the same salary step as he/she enjoyed in the higher class and shall retain longevity benefits he/she enjoyed in the higher class.
- G. LAYOFF IN LIEU OF BUMPING: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.



- H. **EQUAL SENIORITY:** If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid-off will be made on the basis of the date of first rendered paid service as a regular classified employee with the County Office. If rendered-paid-service-date seniority is equal, this situation shall be resolved by the Superintendent or designee through a review of the employees' evaluation reports, training, education, and experience.
- I. **REEMPLOYMENT RIGHTS:** Laid-off persons are eligible for reemployment in the class from which laid-off for a thirty-nine (39) month period in accordance with provision of the Education Code. Laid-off persons shall be reemployed in preference to new applicants in order of seniority for positions within the class from which they were laid-off or positions within classes for which they possess seniority. Laid-off persons shall have the right to apply for other positions within the County Office for the time they remain on the reemployment list. In addition, such laid-off persons have the right to participate in promotional examinations within the County Office during the reemployment period.
- J. **SUBSTITUTE EMPLOYMENT:** Employees on the reemployment list shall be offered substitute positions in their class prior to other individuals when circumstances require a substitute, provided the laid-off employee notified the Superintendent of his/her desire to be placed on the substitute list.
- K. **REEMPLOYMENT NOTICE:** Any employee who is laid-off and is subsequently eligible for reemployment shall be notified in writing by the Superintendent of appropriate openings. Such notice shall be sent by mail to the last known address of the employee and shall acquit the Superintendent of his/her notification responsibility. MCFSE shall concurrently be provided a copy of each notice.
- L. **EMPLOYEE RESPONSE:** An employee shall notify the County Office of his/her intent to accept or refuse reemployment within five (5) working days following the mailing of the reemployment notice. Failure to respond shall be considered a refusal. After the second refusal, the employee's name shall be placed in inactive status. No additional offers need to be made unless the employee requests for good cause to be reinstated to active status.

In order to facilitate the timely receipt and contact of employees regarding reinstatement, MCOE shall request that all laid off employees provide 2 phone numbers where MCOE may make contact concerning reinstatement. If these numbers are provided, MCOE shall call each of these numbers twice and shall leave messages, if message leaving is available. MCOE will also request an email address and shall, if an email address is received, email notification to the

employee. In addition, when MCOE does not receive response from the employee as stated in this article and has not been able to reach the employee by phone or email then MCOE will contact the Federation. Upon request of the Federation, MCOE shall wait an additional 3 working days before offering the position to the next employee on the reemployment list or before filling the position by recruitment.

- M. SENIORITY ROSTER: The County Office will maintain a seniority roster for all classes that shall be updated at least once a year. MCFSE shall be entitled to receive a copy of said roster each time it is updated and each time a layoff occurs. The roster shall be posted on line.
- N. RETIREMENT IN LIEU OF LAYOFF: Employees may elect to accept a service retirement in lieu of layoff pursuant to Government Code. Employees who resign and then retire are not entitled to reemployment rights.
- O. UNEMPLOYMENT: MCOE shall not dispute claims to unemployment benefits for employees who have been laid off.

## ARTICLE XVI – HOLIDAYS

A. All employees in the bargaining unit will be entitled to a paid holiday on the following days:

New Year's Day  
Dr. Martin Luther King, Jr. Day  
Lincoln's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving Day (Board Holiday)  
Day preceding Christmas Day (Board Holiday)  
Christmas Day  
First work day after Christmas (Board Holiday in lieu of Admissions Day)

1. In addition to the above, employees will have two (2) holidays that shall be used during the Christmas week as described in Section B. (This addition shall be effective July 1, 2008 and relates to change in vacation accrual – see Article VII). These two (2) days shall be referred to as office closure (OC) days.
2. In addition to the above, salaried classified employees will have one (1) "floater" holiday. Ten-month school based employees receive pay for this day in lieu of a day off.
3. HOLIDAYS ON SATURDAY OR SUNDAY: Except during the week of Christmas, when a holiday falls on Saturday, the preceding work day, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day, not a holiday, shall be deemed to be that holiday. During the week of Christmas, and in accordance with Section B below, holidays falling on a weekend will be used during the Christmas week so that the office may close.

B. OFFICE CLOSURE: The Office shall be closed during the week of Christmas using the holidays listed in Sections A and A(1). If the Office wishes to close additional days thereby requiring possible use of vacation or the floater referenced in Section A(2), such proposal shall be noticed by May 1, and shall be subject to negotiations. In the event that Christmas falls on a weekend, the

Superintendent and MCFSE shall meet to confirm the actual days of the closure. This meeting shall be in concert with discussions regarding the school calendar.

The Office will be closed December 28 and 29, 2017 (Thursday and Friday) and having employees designate the Floater Vacation Day and one additional vacation day for those days.

## ARTICLE XVII – TRAINING AND EDUCATION

- A. Employees may receive formal training to upgrade their job skills in response to new programs, new or different technologies, or other expansion on job requirements.

When the County Office requires an employee to receive such training and the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled. If the required training is held at a location other than the employees work site, or out of the county, travel time to and from shall be compensated.

When the regularly assigned hours and the hours of required training combined total in excess of eight (8) hours on a regularly assigned work day or when overtime is otherwise required by law, the employee shall be paid at the overtime rate appropriate for the day and/or time at which training occurs. The overtime rate shall be based on the employee's regular rate of pay.

The provisions of this subsection A regarding required training shall not include voluntary attendance at conferences or workshops as approved by the Superintendent and for which the employee will receive reimbursement of expenses pursuant to County Office policy.

- B. Unit members may request release time to attend conferences, seminars, course instruction and programs aimed at development of work-related skills and abilities. The participating employee's supervisor must determine in advance that the training activity is valuable to MCOE, work related, and that the time away from work does not cause a hardship to MCOE.

It is understood that overtime shall not be paid for the purpose of traveling to and from such activities.

## ARTICLE XVIII – DEFINITIONS

- A. ALLOCATION: The official placing of a position in the proper classification to which a specific rate of pay is established.
- B. CLASS OR CLASSIFICATION: A grouping of duties and responsibilities that is distinguished from other groupings. A classification is used to differentiate positions into a category of work utilizing the same title and job description (class specification) established at a given salary level. When a group of positions have essentially the same duties and level of responsibility they are allocated to the same classification.
- C. CLASS SERIES: A number of classifications, arranged in hierarchical order, related by the nature of the work performed that range in pay according to skill-level requirements and levels of responsibility.
- D. CLASSIFICATION STUDY: The analysis of the duties and responsibilities performed to determine the appropriate allocation of a position or group of positions to a classification.
- E. DAY is any day that MCOE is open for business.
- F. JOB DESCRIPTION OR CLASS SPECIFICATION: A written statement that describes the main objective of a job, its essential and nonessential functions, job qualifications, and other information about the job. A job description may describe duties, skills, effort, responsibilities of the job, environmental and working conditions specific to the job, as well as the education and experience required to perform the job.
- G. POSITION: A collection of tasks performed by one individual employee defined by number of days or number of hours per day, week, month or year and in a particular location.
- H. PROMOTION: When an employee vacates a position in one class to assume a different position in a higher class with a higher rate of pay.
- I. RECLASSIFICATION: The official decision to allocate a position to a different classification.

- J.     SUBSTITUTE: Any person employed to temporarily replace a classified employee who is temporarily absent from duty or any person employed to fill a vacant position on a limited term basis while a new, regular employee is being recruited and hired.
  
- K.     TRANSFER or REASSIGNMENT: The process by which an employee changes from one position within a classification (job title) to another position within the same classification.
  
- L.     VACANCY: Vacancy is an established, position that is designated to be filled.
  
- M.     Y-RATE: A negotiated arrangement by which an employee whose position is reclassified to a lower classification continues to receive the specific hourly/monthly rate of pay he/she received in the former position until such time as the pay rate of the lower job is equal to or exceeds that rate.

## ARTICLE XIX – TERM

- A. This Agreement shall become effective upon ratification, except as otherwise agreed, and shall continue in full force and effect up to and including June 30, 2020.
- B. The Contract is extended for three (3) years with the following terms:
1. Contract proposals for the 2018-2019 school year shall be sunshined on or before February 1, 2018, with negotiations beginning on or before April 1, 2018. Parties may reopen Benefits plus two (2) articles of each party's choice other than salary (no salary reopener).
  2. Contract proposals for the 2019-2020 school year shall be sunshined on or before February 1, 2019, with negotiations beginning on or before April 1, 2019. Parties may reopen Salary plus two (2) articles of each party's choice.
  3. Benefits may not be reopened by either party for 2019-2020 negotiations.
- C. SAVINGS: If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.



MENDOCINO COUNTY OFFICE  
OF EDUCATION

MENDOCINO COUNTY  
FEDERATION OF SCHOOL  
EMPLOYEES

By: \_\_\_\_\_  
Warren Galletti, Superintendent

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

## APPENDICES

- A. Salary Schedule
- B. New Instructional Support Evaluation Form
- C. Classified Employee Performance Summary
- D. Example of Grievance Procedure Timelines
- E. Grievance Form

## APPENDIX A SALARY SCHEDULE

**Mendocino County Office of Education  
 Classified Salary Schedule (260 days)  
 2017/18 Fiscal Year (effective 7/1/17)**

Range	Step A	Step B	Step C	Step D	Step E	Step F	L1	L2	L3	L4	L5
	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly
11	12.54	13.17	13.83	14.52	15.25	16.01	16.81	17.65	18.53	19.46	20.43
12	12.85	13.49	14.16	14.87	15.61	16.39	17.21	18.07	18.97	19.92	20.92
13	13.17	13.83	14.52	15.25	16.01	16.81	17.65	18.53	19.46	20.43	21.45
14	13.50	14.18	14.89	15.63	16.41	17.23	18.09	19.00	19.95	20.94	21.99
15	13.84	14.53	15.26	16.02	16.82	17.66	18.54	19.47	20.44	21.47	22.54
16	14.19	14.90	15.65	16.43	17.25	18.11	19.02	19.97	20.96	22.01	23.11
17	14.54	15.27	16.03	16.83	17.67	18.55	19.48	20.45	21.47	22.55	23.68
18	14.90	15.65	16.43	17.25	18.11	19.02	19.97	20.97	22.02	23.12	24.28
19	15.27	16.03	16.83	17.67	18.55	19.48	20.45	21.48	22.55	23.68	24.86
20	15.65	16.43	17.25	18.11	19.02	19.97	20.97	22.02	23.12	24.27	25.49
21	16.04	16.84	17.68	18.56	19.49	20.46	21.48	22.56	23.68	24.87	26.11
22	16.44	17.26	18.12	19.03	19.98	20.98	22.03	23.13	24.29	25.50	26.78
23	16.85	17.69	18.57	19.50	20.48	21.50	22.58	23.70	24.89	26.13	27.44
24	17.27	18.13	19.04	19.99	20.99	22.04	23.14	24.30	25.51	26.79	28.13
25	17.70	18.59	19.52	20.50	21.53	22.61	23.74	24.93	26.17	27.48	28.86
26	18.14	19.05	20.00	21.00	22.05	23.15	24.31	25.52	26.80	28.14	29.55
27	18.59	19.52	20.50	21.53	22.61	23.74	24.93	26.17	27.48	28.86	30.30
28	19.05	20.00	21.00	22.05	23.15	24.31	25.53	26.80	28.14	29.55	31.03
29	19.53	20.51	21.54	22.62	23.75	24.94	26.19	27.50	28.87	30.31	31.83
30	20.02	21.02	22.07	23.17	24.33	25.55	26.83	28.17	29.58	31.06	32.61
31	20.52	21.55	22.63	23.76	24.95	26.20	27.51	28.89	30.33	31.85	33.44
32	21.03	22.08	23.18	24.34	25.56	26.84	28.18	29.59	31.07	32.62	34.26
33	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.34	31.86	33.45	35.12
34	22.10	23.21	24.37	25.59	26.87	28.21	29.62	31.10	32.66	34.29	36.00
35	22.65	23.78	24.97	26.22	27.53	28.91	30.36	31.87	33.47	35.14	36.90
36	23.22	24.38	25.60	26.88	28.22	29.63	31.11	32.67	34.30	36.02	37.82
37	23.80	24.99	26.24	27.55	28.93	30.38	31.90	33.49	35.17	36.93	38.77
38	24.40	25.62	26.90	28.25	29.66	31.14	32.70	34.33	36.05	37.85	39.74
39	25.01	26.26	27.57	28.95	30.40	31.92	33.52	35.19	36.95	38.80	40.74
40	25.64	26.92	28.27	29.68	31.16	32.72	34.36	36.07	37.88	39.77	41.76
41	26.28	27.59	28.97	30.42	31.94	33.54	35.22	36.98	38.83	40.77	42.81
42	26.94	28.29	29.70	31.19	32.75	34.39	36.11	37.91	39.81	41.80	43.89
43	27.61	28.99	30.44	31.96	33.56	35.24	37.00	38.85	40.79	42.83	44.98
44	28.30	29.72	31.21	32.77	34.41	36.13	37.94	39.83	41.82	43.92	46.11
45	29.01	30.46	31.98	33.58	35.26	37.02	38.87	40.81	42.85	45.00	47.25
46	29.74	31.23	32.79	34.43	36.15	37.96	39.86	41.85	43.94	46.14	48.45
47	30.48	32.00	33.60	35.28	37.04	38.89	40.83	42.88	45.02	47.27	49.64
48	31.24	32.80	34.44	36.16	37.97	39.87	41.86	43.96	46.15	48.46	50.89
49	32.02	33.62	35.30	37.07	38.92	40.87	42.91	45.06	47.31	49.68	52.16
50	32.82	34.46	36.18	37.99	39.89	41.88	43.97	46.17	48.48	50.91	53.45

**Note:**

- 1) All computations shall be computed from the hourly rate.
- 2) The Hourly Rate is rounded to the nearest cent.
- 3) Longevity=
  - 5% after 9 years of service (L1)
  - 5% after 14 years of service (L2)
  - 5% after 19 years of service (L3)
  - 5% after 24 years of service (L4)
  - 5% after 29 years of service (L5)
- 4) Bilingual Stipend: Annual Rate = \$800

**Salary**

<b><u>Range</u></b>	<b><u>Job Title</u></b>
16	Custodian
16	State Preschool Teacher Assistant
18	Instructional Paraprofessional - Special Ed
18	Instructional Signing Paraprofessional - Special Ed
19	Early Start Assistant
20	Instructional Paraprofessional - Alternative Ed
20	Instructional Paraprofessional - Special Ed (NCLB)
20	Instructional Signing Paraprofessional - Special Ed
22	Child Care Specialist
22	State Preschool Teacher
22	Vocational Technician
23	Program Secretary
25	Accounting Assistant III
26	Behavioral Aide
27	Accounting Technician I
27	Administrative Secretary I
27	Program Assistant - Family Outreach
28	Construction Technician I
28	School-to-Work Transition Specialist
28	Student Accountability Specialist
29	Family Literacy Liaison
30	Accounting Technician II
30	Administrative Secretary II
30	Lead TPP (Transition Partnership Program) School to Work Specialist
30	Maintenance & Operations Assistant I
35	Data Control Technician I
36	Construction Technician II
39	Computer Technician II
42	Educational Interpreter
48	Information Systems Analyst

## APPENDIX B

### NEW INSTRUCTIONAL SUPPORT EVALUATION FORM

#### Mendocino County Office of Education

Utilize this evaluation form to evaluate classified employees who work directly with students by providing instructional support such as Instructional Paraprofessionals or services such as School-to-Work Transition Specialists.

Employee Name:		Hire Date:
Employee's Job Title:		Hire Date in Position:
Division:	Dept./Program:	Location:
Supervisor's/Appraiser's Name:		Job Title:
<p>Total Time Supervising This Employee:    ____ Years    ____ Months</p> <p>Performance Period Summarized:            ____ / ____            ____ / ____                Mo.    Yr.                    Mo.    Yr.</p> <p>Evaluation Purpose:</p> <p>Probationary and Promotional Employees must receive evaluations at least once during their 12 month probation period. (Classified Contract, Article 10.2.) Human Resources requests that this mandatory evaluations be conducted at six months.</p> <p>Permanent Employees must be evaluated annually.</p> <p>Annual ____      Other ____</p>		

RATING LEGEND - Rate all applicable areas

- |  |  |
|--|--|
| (E) Exceeds performance expectations                   | (M) Meets performance expectations         |
| (N) Needs improvement to meet performance expectations | (U) Does not meet performance expectations |

EMPLOYEE ATTRIBUTES	RATING				
1. KNOWLEDGE AND DEMONSTRATION OF WORK: Consider employee's understanding of basic fundamentals, methods, and procedures needed to perform important duties of his/her job. <ul style="list-style-type: none"> <li>a. demonstrates job knowledge and skills</li> <li>b. knowledge of behavior and socio-economic issues relevant to student population served</li> <li>c. awareness of child development as it relates to student behavior and learning</li> <li>d. effective use of positive behavioral intervention strategies to motivate and support student learning</li> <li>e. basic skills in teaching reading, writing and math concepts to students</li> <li>f. basic computer applications</li> <li>g. knowledge and ability to provide instructional support to students in all areas of the curriculum</li> <li>h. other:</li> </ul>	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
2. PRODUCTIVITY: Consider employee's effort in completing the number/volume of assignments in the time frame established for the task. For example: <ul style="list-style-type: none"> <li>a. completes daily tasks within scope of responsibilities</li> <li>b. meets deadlines</li> <li>c. maintains attention to work and is efficient</li> </ul>	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
3. QUALITY OF WORK: <ul style="list-style-type: none"> <li>a. accuracy</li> <li>b. thoroughness</li> <li>c. neatness</li> <li>d. reliability</li> <li>e. completeness</li> </ul>	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
PUNCTUALITY AND ATTENDANCE: <ul style="list-style-type: none"> <li>a. arrives to work on time</li> <li>b. number of days absent other than vacation ____*.</li> <li>c. notifies all responsible parties when absent, following department procedures</li> </ul> *If absent because of long term illness of employee or family member, please consult Human Resources for guidance.	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
5. ORGANIZATION: <ul style="list-style-type: none"> <li>a. organizes records pertaining to students</li> <li>b. effectively prioritizes work</li> </ul>	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A

EMPLOYEE ATTRIBUTES	RATINGS				
6. INITIATIVE:					
a. shows resourcefulness and creativity	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
b. seeks to improve routine procedures	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
c. participation in staff development as necessary	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
d. makes suggestions regarding work and student needs	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
e. takes initiative and responds to emergency / crisis situations	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
7. RESPONSIBILITY AND JUDGMENT:					
a. takes responsibility for own decisions	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
b. makes reasonable and informed judgments	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
c. demonstrates effective problem-solving skills	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
d. informs supervisor and/or appropriate staff of critical issues	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
e. understands what decisions should be made without guidance and what should be referred to others	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
f. maintains confidentiality regarding students and staff	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
8. COMMUNICATION:					
a. communicates information clearly and accurately in written format including email	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
b. verbally communicates information clearly and accurately	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
c. relays information in a timely manner	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
d. uses tact and diplomacy	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
9. RELATIONSHIPS WITH STUDENTS AND STAFF:					
a. works effectively with students	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
b. works effectively with staff members	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
c. works effectively with parents	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
d. demonstrates respect and courtesy in communication	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
e. inspires the respect and confidence of students	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
f. participates constructively in groups	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
g. anticipates and is responsive to others' needs	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
h. maintains positive working relationships with other organizations	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A
i. other:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U	<input type="checkbox"/> N/A

**OVERALL SUMMARY OF COMMENDATIONS/PERFORMANCE DURING EVALUATION PERIOD:** (to be filled out by the evaluator)

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**OBSTACLES TO PERFORMANCE AND GOAL ACHIEVEMENT ENCOUNTERED DURING THIS EVALUATION PERIOD:** (to be filled out by the evaluator and the employee)

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**OVERALL RATING:**

- Exceeds                       Meets                               Needs Improvement                       Unsatisfactory

*Article 10.5 of the Classified Agreement states:*

*UNSATISFACTORY RATING: Any unsatisfactory evaluation ratings shall require the evaluator's written explanation and specific suggestions for improvement.*

**TRAINING RECOMMENDED TO IMPROVE SKILLS**

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**RECOMMENDATIONS/GOALS FOR THE NEXT EVALUATION PERIOD:** (to be filled out by the evaluator and the employee)

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**EMPLOYEE COMMENTS AND/OR RESPONSES:**

---

---

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee \*

\_\_\_\_\_  
Date

\* NOTE: Signature of the employee in NO way implies agreement with the evaluation, but indicates that this form was completed by the employee's appropriate evaluator and that the employee was presented the results of the evaluation in a face-to-face meeting between the employee and the evaluator. The employee has the right to write a rebuttal to this evaluation. A rebuttal will be attached to this evaluation and be placed in the employee's personnel file.



## APPENDIX C

### CLASSIFIED EMPLOYEE PERFORMANCE SUMMARY

#### Mendocino County Office of Education

Utilize this evaluation form to evaluate classified employees *other than* those who work directly with students by providing instructional support such as Instructional Paraprofessionals or services such as School-to-Work Transition Specialists.

Employee Name:		Hire Date:
Employee's Job Title:		Hire Date in Position:
Division:	Dept./Program:	Location:
Supervisor's/Appraiser's Name:		Job Title:
<p>Total Time Supervising This Employee:    ____ Years    ____ Months</p> <p>Performance Period Summarized:                ____ / ____                ____ / ____</p> <p style="text-align: center;">    Mo.    Yr.                          Mo.    Yr.</p> <p>Evaluation Purpose: 3 months ____ 5 months ____ Annual ____ Other ____</p>		

#### RATING LEGEND

- |  |  |
|--|--|
| (E) Exceeds performance expectations                   | (M) Meets performance expectations         |
| (N) Needs improvement to meet performance expectations | (U) Does not meet performance expectations |

#### EMPLOYEE ATTRIBUTES

<p><b>1. KNOWLEDGE OF WORK:</b> Consider employee's understanding of basic fundamentals, methods, and procedures of his/her job. For example:</p> <ul style="list-style-type: none"> <li>• demonstrates job knowledge and skills</li> <li>• shows breadth of knowledge in general field of work</li> <li>• job specific (explain)</li> </ul>	<p><b>Commendations/Recommendations:</b></p>  <p><b>Rating:</b> _____</p>
<p><b>2. PRODUCTIVITY:</b> Consider employee's effort in completing the number/volume of assignments in the time frame established for the task. For example:</p> <ul style="list-style-type: none"> <li>• produces total output at acceptable levels</li> <li>• meets deadlines</li> <li>• manages peak work loads</li> <li>• job specific (explain)</li> </ul>	<p><b>Commendations/Recommendations:</b></p>  <p><b>Rating:</b> _____</p>



<ul style="list-style-type: none"> <li>• makes reasonable and informed judgments</li> <li>• demonstrates effective problem-solving skills</li> <li>• job specific (explain)</li> </ul>	<b>Rating:</b> _____
<p><b>9. COMMUNICATION:</b> Consider employee's ability to convey ideas and suggestions orally and in writing. For example:</p> <ul style="list-style-type: none"> <li>• communicates information clearly and accurately</li> <li>• relays information in a timely manner</li> <li>• uses tact and diplomacy</li> <li>• job specific (explain)</li> </ul>	<b>Commendations/Recommendations:</b>    <b>Rating:</b> _____
<p><b>10. WORK RELATIONSHIPS:</b> Consider employee's ability to work effectively with others. For example:</p> <ul style="list-style-type: none"> <li>• treats others with respect and courtesy</li> <li>• inspires the respect and confidence of others</li> <li>• assists fellow workers</li> <li>• participates constructively in groups</li> <li>• is dependable</li> <li>• anticipates and is responsive to others' needs</li> <li>• maintains positive working relationships with schools, outside agencies, and clients</li> <li>• job specific (explain)</li> </ul>	<b>Commendations/Recommendations:</b>    <b>Rating:</b> _____

**OVERALL SUMMARY OF COMMENDATIONS/PERFORMANCE DURING EVALUATION PERIOD:** (to be filled out by the evaluator)

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**OBSTACLES TO PERFORMANCE AND GOAL ACHIEVEMENT ENCOUNTERED DURING THIS EVALUATION PERIOD:** (to be filled out by the evaluator and the employee)

---



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**OVERALL RATING:**

- Exceeds     
 Meets     
 Needs Improvement     
 Unsatisfactory

*Article 10.5 of the Classified Agreement states:  
UNSATISFACTORY RATING: Any unsatisfactory evaluation ratings shall require the evaluator's written explanation and specific suggestions for improvement.*

**RECOMMENDATIONS/GOALS FOR THE NEXT EVALUATION PERIOD:** (to be filled out by the evaluator and the employee)

---

---

---

**EMPLOYEE COMMENTS AND/OR RESPONSES:**

---

---

---

**Signature of Evaluator**

**Date**

**Signature of Employee \***

**Date**

\* **NOTE:** Signature of the employee in NO way implies agreement with the evaluation, but indicates that this form was completed by the employee's appropriate evaluator and that the employee was presented the results of the evaluation in a face-to-face meeting between the employee and the evaluator. The employee has the right to write a rebuttal to this evaluation. A rebuttal will be attached to this evaluation and be placed in the employee's personnel file.

## APPENDIX D

### EXAMPLE OF GRIEVANCE PROCEDURE TIMELINES

A “day” is any day MCOE is open for business. Timelines commence to run on the next business day and must be submitted in writing by 5 pm. For example:

Example Month

S	M	T	W	Th	F	S	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	In this example, the 23rd is a holiday.
29	30	31					

The occurrence, act or omission giving rise to the grievance occurred on Monday the 16th. Counting of the 10 day time limit begins on the next business day – Tuesday the 17th. The 23rd does not count because the County Office is not open for business. Therefore the informal step and step 1 must be completed and submitted by 5 pm on the 31st or a later date by mutual agreement.

See Grievance Procedure, Article X.

**APPENDIX E  
GRIEVANCE FORM**

**Grievance Form**

Name \_\_\_\_\_

Date \_\_\_\_\_

Section(s) of the Contract that has/have been violated

Informal step conducted on \_\_\_\_\_ (date)

Step 1 2 3 4 (circle)

Complaint

Desired Remedy

Step response 1 2 3 4 (circle)

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

Position title \_\_\_\_\_

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