

2019-2022
AGREEMENT
BETWEEN
MONO COUNTY OFFICE OF EDUCATION
AND THE
MONO COUNTY OFFICE OF EDUCATION
EMPLOYEES ASSOCIATION CTA/NEA

2019-2020

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ARTICLE I

INTRODUCTION

- A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the Office of the Mono County Superintendent of Schools ("Employer") and the Mono County Office of Education Employees Association CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code (the "Act").

ARTICLE II

RECOGNITION

- A. The Employer recognizes the Association as the Exclusive Representative of all bargaining unit members as specified in the unit description submitted to the Public Employment Relations Board (PERB) which include:
1. Mono County School Nurse
 2. Special Education Teacher
 3. Speech and Language Pathologist
 4. Vision Teacher
 5. Early Interventionist
 6. Alternative Education Teacher
 7. Physical Therapist
 8. Adaptive Physical Education Teacher
- B. All newly created certificated positions, except Adult School Teacher, SELPA Director, Librarian, and those designated by the Employer as management, confidential, or supervisory, shall be assigned to the bargaining unit and shall be subject to the provisions of this Agreement.
1. The Employer shall consult with the Association prior to designating a position as management, confidential, or supervisory.
 2. The Employer shall make the final determination subject to the appeal to PERB.
 3. Nothing herein shall be construed to limit the ability of either party to seek adjustments in the bargaining unit(s) through procedures established by PERB.
 4. All Adult School Teachers who are also MCOE teachers and in the Bargaining Unit will be credited with STRS/PERS service credit up to the STRS/PERS maximum allowable within a given year.

ARTICLE III

SALARY

- A. Regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement.
- B. For the fiscal year 2019-2020, a salary increase of 1% will be included on the salary schedule.

STIPENDS

- C. The Employer shall provide employees with the following stipends who hold specialized credentials/degrees:
 - 1. Certificated employees who currently have a B-CLAD credential shall receive a stipend of \$1,000 per fiscal year.
 - 2. Certificated employees who currently have a Master's Degree shall receive a stipend of \$2,000 per fiscal year.
 - 3. Certificated employees who currently have a Doctorate Degree shall receive a stipend of \$2,500 per fiscal year.
- D. Certificated employees who terminate their employment with the County Office prior to the signing of this Agreement and who are not in a paid status during the current fiscal year, shall not be entitled to the salary and any other benefits negotiated during the fiscal year(s) specified herein unless stated otherwise under the terms and conditions of this Agreement.
- E. The parties to this Agreement mutually agree and understand that in the event the parties are unsuccessful in obtaining an agreement by September 1 of each year that this Agreement is in effect, the effective date for a salary adjustment and any other benefits negotiated for that particular year shall be effective in the month that the parties ratify the agreement.
- F. Itinerant teachers who are providing educational services for the County Office after the regular seven-hour workday, and whose travel exceeds 800 miles per month, shall be compensated at the current IRS mileage rate per mile traveled beyond the 800 miles authorized by the Superintendent or designee.
 - 1. When calculating the miles traveled by Itinerant Teachers for purposes of reimbursement, the miles traveled shall only include those actual miles

- traveled from the Itinerant Teacher's home to the school site/worksite and back home. Itinerant Teachers shall be required to record all authorized miles for travel on the County Office monthly mileage report form and the Itinerant Teacher's monthly mileage report form.
2. Mileage reimbursement shall be made on a monthly basis, provided the County Office receives from the Itinerant Teacher the monthly mileage reports referred to in Section E.2 of this Article at the end of each month.
 3. Miles traveled to special meetings, which may include, but shall not be limited to, in-service, in-county or out-of-county conferences, open house, back-to-school night, student counseling, and meetings with parents, will not be counted for purposes of receiving mileage reimbursement under the provisions of this Article.
 4. Mileage to and from conferences and special workshops that are related to the employee's current assignment and whose attendance is required by the County Superintendent, other than those specified under Section F4 of this Article, will be counted for purposes of mileage reimbursement under this Section.
- G. Mileage expense reimbursement for travel to and from the worksite will be provided to Involuntary Transfers at ½ the IRS rate up to 181 days for the first year of the transfer only. Mileage is calculated from the MCOE Office nearest to the unit member to the worksite and back. Qualifying unit members shall be required to record and submit all authorized miles on the County Office monthly mileage report form.
- H. The County School Nurse shall receive credit for one-semester unit for 15 continuing-education-unit (CEU) hours accrued for purposes of movement on the Certificated Salary Schedule.
1. In order for an employee employed in the position of School Nurse to receive salary credit for CEU's, the employee must receive prior approval from the County Superintendent and the course of study must directly relate to the employee's nursing assignment.
 2. The County Superintendent and the Association understand and agree that CEU's only apply to the position of School Nurse and do not apply to any other recognized bargaining unit position represented by the Association.
- I. Summer School teachers will be paid at the rate of \$35.00 per hour and will receive 2 hours of paid prep per week at the same rate.

- J. Unit members will be compensated \$100/day (a twenty-four hour period) when supervising students on educational field trips that extend beyond their contracted hours. This rate will be prorated for time less than twenty-four hours, yet over the contracted hours.
- K. Itinerant personnel who travel and work at multiple school sites, offices, and family homes shall receive a \$30/month stipend for use of personal cellular phones in order to conduct related school and business work such as phone calls, texts, and use of the internet when needed.

2019-2020 Salary Schedule Increase:

Effective July 1, 2019, Certificated employees will receive a 1% on schedule salary adjustment. The Teacher Salary Placement/Advancement Regulations schedule at Appendix A of the Agreement and the Speech-Language Pathologist Salary Schedule at Appendix E of the Agreement will be adjusted accordingly.

2020-2021 Salary Schedule Increase:

Effective July 1, 2020, Certificated employees will receive a 1% on-schedule salary adjustment. The Teacher Salary Placement/Advancement Regulations schedule at Appendix A of the Agreement and the Speech-Language Pathologist Salary Schedule at Appendix E of the Agreement will be adjusted accordingly.

2021-2022 No Salary Schedule Increase: There will be no on schedule salary adjustments for 2021-2022.

Addition of Steps 21 and 25 to the Teacher Salary Placement/Advancement Regulations Schedule on Appendix A:

The following steps will be added to the Teacher Salary Placement/ Advancement Regulations Schedule on Appendix A, effective July 1, 2019 (assuming timely ratification by the CTA Unit).

- **Step 21, Column E:** This salary amount shall be \$2,500 more than Step 19, Column E.
- **Step 25, Column E:** This salary amount shall be \$2,500 more than Step 21, Column E.

ARTICLE IV

HEALTH AND WELFARE

- A. For full-time employees, the Mono County Office of Education shall pay the increase in medical insurance premiums over the 2019-2020 fiscal years. MCOE will pay the increase in premium rates for part-time employees on a prorated basis by the percentage of the unit member's contract.
- B. Employees who are eligible to participate in the Employer's medical insurance benefit programs shall be allowed to use the Employer's monthly contribution purchase any of the three (s) insurance plans stated below. The Employer shall provide each eligible employee and dependent(s) with the medical insurance benefits for the 2019-2020 benefit year attached as Appendix C.
 - 1. Qualified Domestic Partners who have met legal requirements for domestic partner status shall be entitled to health benefits under the group plan under the same terms and conditions as any other dependent of an employee.
- C. In order to be eligible to participate in the insurance plans mentioned under the provisions of this Article, the employee and eligible dependent(s) must be enrolled and actively participating in the Mono County Office insurance programs upon the ratification of this Agreement. The Employer's payment to the insurance provider(s)—and constitutes the total contribution to be paid by the Mono County Superintendent for the year specified.
- D. No in-lieu payments or contributions to other County Superintendent insurance programs shall be made for eligible employees who do not elect to be covered under the provisions of paragraphs A through D of this Article.
- E. The Employer shall be entitled to select the insurance provider of the above-specified benefits.
- F. Any change of insurance provider(s) shall not result in an increase in premium(s) to be paid by the employee during the fiscal year.

- G. Further increase(s) in the health insurance premiums specified under the provisions of this Article are additional liabilities to the County Superintendent's budget and will be considered a part of the total compensation package during each year that this Agreement is in effect. Therefore, the parties mutually agree to continue the Health Benefits Committee no later than January of each new school year prior to commencing good faith negotiations. The Health Benefits Committee shall consist of equal representatives from the Association, the CSEA, and the Mono County Office of Education.

BENEFITS FOR RETIREES

- H. The County Superintendent will provide each eligible employee and eligible spouse with the insurance programs as provided for under Section B of this Article for those eligible employees of the Mono County Office of Education who were hired prior to July 1, 2001, provided the eligible employee retires after the age of 55 and has met the following conditions:
1. The eligible employee was employed by the Mono County Office of Education for 10 continuous years immediately prior to retirement;
 2. The eligible employee is actually drawing retirement benefits from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS);
 3. The eligible employee was eligible and participating in the Mono County Office of Education's medical insurance plan specified under the provisions of this Article while an active employee for the Mono County Office of Education;
 4. The insurance program specified under Section B of this Article shall be provided and paid for by the Mono County Office of Education for each eligible retiree and eligible spouse when the retiree reaches the age of 55 for a period not to exceed 10 years or until becoming eligible for other medical/hospitalization benefits at age 65 (i.e., Social Security, Medicare A or National Health Insurance, if enacted), whichever comes first and/or less.
- I. The Employer shall only be responsible to provide each eligible retiree and eligible spouse the monthly dollar amount it was contributing for medical insurance at the time the employee became eligible for retirement. Any increase in the medical-hospitalization monthly premium above the "active" employee's monthly medical-hospitalization insurance premium will be paid each month by the retiree in order to maintain the medical-hospitalization insurance coverage

specified under Section B of this Article. The Employer will provide each eligible employee and eligible spouse with the insurance programs as provided for under Section B of this Article for those eligible employees of the Mono County Office of Education who were hired between July 1, 2001, through June 30, 2003, provided the eligible employee retires after the age of 55 and has met the following:

1. The eligible employee was employed by the Mono County Office of Education for 15 continuous years immediately prior to retirement;
2. The eligible employee is actually drawing retirement benefits from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS);
3. The eligible employee was eligible and participating in the Mono County Office of Education's medical insurance plan specified under the provisions of this Article while an active employee for the Mono County Office of Education;
4. The insurance program specified under Section B-1 of this Article shall be provided and paid for by the Mono County Office of Education for each eligible retiree and eligible spouse when the retiree reaches the age of 55 for a period not to exceed 10 years or until becoming eligible for other medical/hospitalization benefits at age 65 (i.e., Social Security, Medicare A or National Health Insurance, if enacted), whichever comes first and/or less.
5. The Employer shall only be responsible to provide each eligible retiree and eligible spouse the monthly dollar amount it was contributing for medical insurance at the time the employee became eligible for retirement. Any increase in the medical-hospitalization monthly premium above the "active" employee's monthly medical-hospitalization insurance premium will be paid each month by the retiree in order to maintain the medical-hospitalization insurance coverage specified under Section B of this Article.

J. The County Superintendent will provide each eligible employee with medical insurance only as provided for under Section B-1 of this Article for those eligible employees of the Mono County Office of Education who were hired after July 1, 2003, provided the employee retires after the age of 60 and has met the following conditions:

1. The eligible employee was employed by the Mono County Office of Education for 20 continuous years immediately prior to retirement;

2. The eligible employee is actually drawing retirement benefits from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS);
 3. The eligible employee was eligible and participating in the Mono County Office of Education's medical insurance plan specified under the provisions of this Article while an active employee for the Mono County Office of Education.
 4. The insurance program specified under Section B-1 of this Article shall be provided and paid for by the Mono County Office of Education for each eligible retiree when the retiree reaches the age of 60 and for a period not to exceed 5 years or until becoming eligible for other medical-hospitalization benefits at age 65 (i.e., Social Security, Medicare A, or National Health Insurance, if enacted), whichever comes first and/or less;
 5. The Employer shall only be responsible to provide each eligible retiree the monthly dollar amount it was contributing for medical-hospitalization insurance at the time the employee became eligible for retirement. Any increase in the medical-hospitalization monthly premium above the "active" employee's monthly medical-hospitalization premium will be paid each month by the retiree in order to maintain the medical-hospitalization insurance coverage specified under Section B-1 of this Article.
- K. A part-time employee, whose regular work year is less than a full-time employee working 181 days, and who has not earned fully paid medical benefits at the time of retirement, shall be eligible to receive a pro-ration of the benefits provided for each eligible employee and eligible spouse the County Office's medical insurance if the following conditions have been met:
1. The part-time eligible employee was employed by the Mono County Office of Education for 20 continuous years immediately prior to retirement;
 2. The employee is actually drawing retirement benefits from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS); and
 3. If the employee meets all of the above conditions, the Mono County Office of Education shall contribute towards the retiree's medical insurance by an amount to be determined by averaging the 10 highest percentage years of the employee's years of service with the Mono County Office of Education as it compares to a full-time teacher's work year of 181 days or more.

ARTICLE V

HOURS OF EMPLOYMENT

- A. Employees shall be on duty and shall perform assigned tasks as directed by the County Superintendent or designee. The length of the employee's regular workday, exclusive of a 30-minute duty-free lunch, shall not exceed seven hours per day; 35 hours per week, over a five-day period except as specified in paragraphs B or C of this Article. If an employee must supervise students during their scheduled lunch break, compensation will be paid at the employee's daily rate.
 - 1. Nothing specified herein shall be deemed to prevent the County Superintendent or designee from deviating from the employee's regular workday and work year as necessitated by the Mono County Office of Education's program needs.
- B. All MCOE-EA Unit Members are expected as a part of their normal responsibilities, to perform services that may require time beyond their contracted workday and workweek. Unit members will be compensated \$25/hour for attendance at required meeting that extend beyond the scheduled workday including but not limited to IEPs, IFSPs, 504s, SSTs, and LATs.
- C. An Itinerant Teacher is defined as a certificated employee of the Mono County Office of Education whose duties and responsibilities include, but are not limited to, performing services during and after the regular workday and workweek by traveling to two or more school sites (i.e., homes and learning centers) to teach pupils and/or students.
 - 1. Itinerant Teachers, while performing educational services for the Mono County Office of Education may deviate from their regular established workday and workweek when confronted with "inclement weather," provided the certificated employee does the following:
 - a. Notify the school site administrator in charge where the Itinerant Teacher is providing the educational services prior to leaving the worksite.
 - b. Notify the County Superintendent or designee and specify the reason(s) for ending the workday.
 - c. Prior to departure, the Itinerant Teacher shall assure the on-site administrator and County Superintendent or designee that all responsibilities and assigned duties have been addressed and arrangements have been made for completion.
 - 2. Itinerant Teachers, while providing educational services for the Mono County Office of Education, who are unable to return home because of

ARTICLE V

HOURS OF EMPLOYMENT

road closures and/or inclement weather, may arrange for meals and lodging provided the employee does the following:

3. Notify and obtain prior authorization from the County Superintendent or designee by providing the reason(s) thereof; and
 4. Provide the County Superintendent or designee with actual receipts for meals and lodging within the month in which the accommodations were authorized and made from the Itinerant Teacher.
 5. Reimbursement for meals and lodging will be made upon presentation of actual receipts with supervisory permission.
- D. MCOE unit teachers who are assigned to a district campus shall be provided a preparation period. Such preparation period shall be equivalent to the host school schedule and will be covered from within the host school's existing staff at no additional cost to MCOE.
- E. Minimum days for the Community School classrooms shall be established by mutual agreement between MCOE Administration and Community School teachers. The time provided for minimum days shall be used for staff development, collaboration, preparation, and/or planning.
- F. Shared Contract
1. Participation in a 50:50 shared contract program shall be limited to two (2) certificated staff members employed by the Mono County Office of Education. Both employees must meet the credential requirements for the position to be shared. If one unit member is unable to find another certificated unit member to share his/her contract for the following school year, MCOE will advertise for the shared position contract position and or deny the unit member's request.
 2. A written proposal must be submitted to the site administrator prior to the proposed start of the shared contract agreement. Should the site administrator not approve the proposal, he/she will provide a written explanation to the employees as to why the proposal was denied. Employees may make revisions and resubmit the proposal. After approval by the site administrator, the proposal shall be submitted to the Superintendent for approval. The duration of this agreement, if approved, is for one year only and any extension would require a new application.
 3. The proposal should include the following components:

- a. The instructional design of the program.
 - b. Individual work calendars showing specific days and times each participant will work for the entire year.
 - c. A rationale regarding the educational benefits for students.
 - d. A plan for staffing responsibilities and sharing information (e.g. back to school night, open house, staff meetings, in-service days, minimum days.
 - e. A plan for adjunct duty responsibilities like site and county committee membership.
 - f. A plan for communication with parents.
 - g. A plan for assessment and progress reporting to parents including progress reports, report cards, conferences, SST's and IEP's.
 - h. A discipline plan
 - i. A plan that addresses the transition period(s) between the change of teachers.
 - j. Description of the allocation of the one paid district benefit package between the two employees. Employees may elect to purchase MCOE benefits for the percent of the benefit premiums to which he/she is not entitled.
4. Each participating employee's salary shall be prorated at the percentage that the participant's assignment relates to a full-time assignment.
5. Sick leave days shall be prorated at the percentage that the participant's assignment relates to a full-time assignment.
6. Teacher evaluations will be conducted as required in this contract within the individual work calendars established in the proposal.

7. Shared contract status shall not constitute a break in service. These employees shall progress toward permanent status and seniority in their positions in proportion to their percentage of service for full-time teaching contracts.
8. When one member of a shared contract has a short-term absence for illness or other paid leave, the off duty member is encouraged to substitute for the other. If team members can mutually agree to cover short-term absences, no sick leave will be charged against the absence. In the event a county paid substitute is used to cover the absence, sick leave will be charged against the absent teacher. The off duty member may be used as a MCOE paid substitute, if available at the MCOE substitute pay rate.

ARTICLE VI

EMPLOYEE EVALUATION PROCEDURES

The MCOEEA and MCOE Administration have collaboratively established the following evaluation procedures to promote the highest quality educational opportunities for our students.

- A. These provisions constitute the procedures to be utilized for the evaluation and assessment of performance of unit members as set forth in California Education Code Section 44660.
 - 1. All unit members shall be evaluated by an administrator of the Mono County Office of Education. All evaluators will be assigned by the Superintendent or his/her designee of the Mono County Office of Education. In special circumstances, a unit member may request an alternate evaluator. The Superintendent may or may not grant the request at his/her discretion.
 - 2. Frequency of evaluations, as per California Ed Code 44664 (a).
 - a. Probationary unit members – annually
 - b. Permanent unit members – every two years
 - c. Permanent * unit members – every fifth year (*10 years with the district, "Meets or Exceeds Standards" on previous evaluation, and consent by unit member and MCOE administrator.
 - 3. Sequence of Evaluation Process
 - a. Initial Planning Conference – The IPC will be attended by evaluator and unit member to review California Standards for the Teaching Profession (CSTP) and to review the evaluation process. Initial goals and areas of concentration may be discussed and recorded.
 - b. Observations – There will be a minimum of two performance observations. The first observation must be completed and submitted by the Friday before the commencement of Winter Break. During the first observation Post-Observation Conference goals and areas of concentration will be collaboratively determined and/or finalized. The second observation must be completed and submitted by April 30. The observations must be a minimum of forty minutes in length.
 - i. Observation Components
 - a) Pre-Observation Conference
 - b) Observation 40 minutes minimum
 - c) Post-Observation Conference
 - c. Summary Evaluation Components

ARTICLE VI

EMPLOYEE EVALUATION PROCEDURES

- i. Conference – attended by evaluator and unit member. The conference and summary evaluation form must be completed, signed, and submitted by April 30.
- ii. Following the review, the employee shall sign the evaluation to indicate that they were given an opportunity to review and discuss it with their evaluator and were given a copy.
- iii. The employee has the Right of Written Response and may prepare and submit a response to the evaluation within 10 days of the review.
- iv. Following the 10-day response period, the evaluation and response, if any, shall be placed in the personnel file.
- d. Action Plan (when applicable).
 - i. Action Plans are developed after a Summary Evaluation Score of 1 or 2.
 - ii. Using the MCOE Action Plan form the evaluated and evaluator collaboratively develop steps to correct deficiencies. May include but not limited to trainings, workshops, collaboration with administrator and/or another teacher, observation of another teacher(s), and other steps as mutually agreed upon.
 - iii. Action Plans must be completed by May 31.
- e. Mentor Program (when applicable)
 - i. An evaluation score of 1 precipitates a referral for a mentor to be assigned for the following year.
 - ii. The Superintendent will provide the evaluatee with a mentor for the following year. Mentor duties are determined on an individual basis.
- f. Focus Plan – A Focus Plan is developed when the evaluated receives an Individual Standard score of 1 or 2

1. Evaluation Scoring

All CSTP Standards and their components will be scored based on the following rubric.

- a. Rubric Scores
 - 4 = Exceeds Standards
 - 3 = Meets Standards
 - 2 = Approaching Standards
 - 1 = Unsatisfactory
- b. Scoring of Standards and Standards' Components

ARTICLE VI

EMPLOYEE EVALUATION PROCEDURES

Scoring of each individual standard is derived by averaging the Standards' Components' ratings.

c. Summary Evaluation Scoring

Scoring of Evaluation is derived by averaging the scores of the Standards.

2. Result of Evaluation Scores

a. Summary Evaluation Scores: If the evaluated receives a Summary Evaluation score of a 1 or 2 he /she will be evaluated the following year.

i. 1 = An Action Plan, plus referral to Superintendent for assignment to an individualized mentorship for the following school year.

ii. 2 = An Action Plan

b. Summary Evaluation Score: If the evaluated receives a score of 1 or 2 on any Individual Standard a Focus Plan is required. A Focus Plan is a plan collaboratively developed by the evaluated and evaluator to improve performance in the specific standard and may include but is not limited to: direct instruction by an administrator, guidance to reference material, and/or hands-on-training followed by a form observation focused on this area of improvement.

c. If subsequent remedial actions on the part of the employee sufficiently modifies the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation. The employee may prepare and submit a written statement to the written evaluation within ten (10) workdays.

d. Nothing contained in the provisions of this Article shall prevent an employee from submitting a written statement/rebuttal to the written evaluation following the ten-day period.

e. Following the ten-day period, the employee's statement, if any, shall be placed in the personnel file.

B. No complaint arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the Mono County Superintendent, nor shall it contest the judgment of the evaluator; any complaints shall be limited to a claim that the procedures of this Article have been violated.

ARTICLE VI
EMPLOYEE EVALUATION PROCEDURES

C. See Appendix F Evaluation Forms.

ARTICLE VII

SAFETY

- A. Employees shall report verbally and in writing any unsafe or unhealthy conditions directly to the County Superintendent or designee. The County Superintendent or designee shall conduct investigations of employee reports and take appropriate corrective measures.
- B. The County Office, no later than October 1 of each year that this Agreement is in effect, shall provide each teacher with a copy and explanation of the laws regarding the teacher's responsibilities relating to child abuse and materials on how to recognize child abuse.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

PERSONAL NECESSITY LEAVE

- A. An employee may use up to ten days of sick leave for personal necessity leave within a given contract year.
1. Such leave shall not be used for professional advancement or the participation in any withholding of services from the Mono County Superintendent of Schools.
 2. Advance notification to utilize personal necessity leave for purposes of personal business shall be given by the employee to the County Superintendent or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines he/she must take time off, the employee shall give verbal notice to the County Superintendent or designee and shall file the leave request immediately upon return to duty.
 3. The employee shall be required to provide a written request for the use of personal business leave on the form provided by the County Superintendent, including a certification by the employee that the request will not be used for professional advancement or the withholding of services from Mono County Superintendent of Schools.
 4. When the three-day notice requirement is met and the certification mentioned above is signed, the County Superintendent or designee will not require employees to provide reasons for use of personal business leave.
 5. When the three-day notice requirement is not met, the personal necessity leave request shall be granted to the employee at his/her election only for the following reasons:
 - a. As a result of an accident, illness, or the death of a member of the employee's immediate family.
 - b. As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.
 - c. Appearance in court or as a witness under an official order of court.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

- d. An employee may use up to ten days of paid Personal Necessity Leave for reasons that do not need to be explained. Personal Necessity Leave shall be arranged at least three days in advance with the Superintendent and/or his/her designee. This leave does not accrue from year to year and is charged to sick leave. Employees are to exercise discretion in using this leave as to not jeopardize the professional reputation of educators.
- e. Irrespective of Section A, Personal Necessity Leave, the following leave may be granted at the discretion of the County Superintendent:
 - 1. Emergency occasions may be unavoidable and of a serious nature involving circumstances that the employee cannot reasonably be expected to disregard or which may not be conducted at a time other than his/her regularly assigned duty hours. The employee shall be required to secure advance permission pursuant to the provisions of this Article.

SABBATICAL LEAVE FOR EDUCATION

- f. A certificated employee who has served a minimum of seven consecutive years of paid service with Mono County Office of Education may be eligible for sabbatical leave for educational purposes. Subsequent leaves shall be based on an additional seven consecutive years of full-time active certificated service to the Mono County Office of Education.
 - 1. Leave may be granted at the discretion of the Mono County Superintendent and shall be based upon the Mono County Office of Education's financial situation, the availability of obtaining a qualified substitute, and the educational research plan submitted by the applicant. The Mono County Superintendent shall set standards for reporting and performance of duties during the leave as a condition precedent to granting the leave. Sabbatical leaves for education shall be restricted to the area of the employee's current assignment or as needed by the Employer for the employee's reassignment by the County Superintendent to a new area of responsibility or program.
 - 2. The candidate requesting sabbatical leave for education shall submit a written proposal describing the educational activities to be undertaken during the sabbatical and to describe how those activities will provide a direct benefit to the current assignment of the teacher and to the students participating in that teacher's program, the Mono County Office of Education's educational program needs, and the candidate. Requests for

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

sabbatical leave shall be made to the Mono County Superintendent at least six months in advance of the proposal leave. Exceptions to this provision may be made on an individual, non-precedential basis.

3. Sabbatical leave may be granted by the Mono County Superintendent for one year at a time as considered appropriate. The employee on sabbatical leave shall earn one-half of the amount that would have been received while regularly employed.
 - a. The arrangement for payment of sabbatical leave compensation shall be determined at the discretion of the Mono County Superintendent as either of the following:
 - 1) In the first two years following the sabbatical leave, the employee shall receive, in addition to their regular salary, either 1/12 or 1/24 of the total sabbatical amount as determined by the employee's election as to how to receive their regular salary;
 - 2) One-half of the sabbatical leave amount in two equal installments during the first two years of service following the return from sabbatical leave; or
 - 3) The employee would receive either 1/10 or 1/12 of the total sabbatical leave amount each month while on sabbatical leave.
 - b. If the Mono County Superintendent pays, pursuant to subparagraph (3) above, the certificated employee shall enter into a written agreement to return to the service of the Mono County Office of Education immediately following the completion of the leave and to render a period of service which is equal to twice the period for the leave.
 - c. The certificated employees shall, as a condition precedent to granting any sabbatical leave, furnish the Mono County Superintendent with a bond guaranteeing twice the amount of salary paid by the Mono County Superintendent during any such leave.
4. Unless approved by the Mono County Superintendent or designee, any deviation from the approved sabbatical leave plan shall render the Agreement null and void, and the bond forfeited to the Mono County Superintendent of Schools.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

Reassignment for the remainder of the leave time shall be at the discretion of the Mono County Superintendent.

5. A certificated employee who has been granted leave shall file a written report with the Mono County Superintendent immediately upon returning to active duty. The report shall include not only a summary of leave activities but also an appraisal for the professional value of the leave.
6. A certificated employee on sabbatical leave shall be entitled to normal progression on the salary schedule.
 - a. For purposes of accumulating Mono County Office of Education seniority, the certificated employee shall be considered to be employed continuously for the period of the leave.
 - b. A certificated employee on sabbatical leave who wishes to receive retirement credit for a full year's service shall be required to pay the full employee retirement contribution as well as one-half of the Employer's retirement contribution.
 - c. A certificated employee on sabbatical leave shall pay one-half of the Employer's contribution for fringe benefits normally made by the Employer.

B. CATASTROPHIC LEAVE BANK

PURPOSE

- A. The purpose of the Catastrophic Leave Bank is to create a bank of sick leave days from which eligible Unit members may apply for additional sick days when they or their immediate family members (spouse, legal unions, and dependents) are suffering from a catastrophic illness or injury.
- B. The purpose of the Calamitous Leave Bank is to create a bank of sick leave days from which eligible Unit members may apply for additional leave days when they or their family members (spouse, legal unions, and dependents) are suffering from a calamitous event.

AUTHORIZATION

- A. Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees to donate eligible leave credits as defined below.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

ESTABLISHMENT

- A. The County shall establish a Catastrophic/Calamitous Leave Bank to which all Unit members may donate earned and unused sick days.

DEFINITIONS

- A. Catastrophic illness or injury: An injury or illness that is expected to incapacitate the Unit member or member of her/his immediate family for an extended time (in excess of 30 days), and which causes the Unit member to exhaust all fully paid leave. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
- B. Calamitous event: An event of a significant nature such as flood, fire, earthquake, the death of an immediate family member, etc.
- C. Eligible leave credits: Sick leave accrued to the donating Unit member.
- D. Donation, deposit, contribution: These terms are interchangeable for the purposes of this article.

AB 2012

- A. Regardless of the type of differential pay system used by the school district or community college district, a person employed in a position requiring certification qualifications and a person employed in an academic position to receive no less than 50% of his or her regular salary for the remaining portion of the 12-workweek period of parental leave.

CATASTROPHIC/CALAMITOUS LEAVE BANK COMMITTEE

- A. The joint Association/District Catastrophic Leave Bank Committee shall consist of four (4) members. Two (2) will be appointed by the Association, and two (2) will be from the MCOE Leadership Team. A quorum shall exist when three (3) members are present for the meeting. The Chair of the committee shall be elected by the Committee and serve a two-year term. Approval of leave shall be by majority vote of the committee.
 - 1. The committee shall be responsible for approving or denying requests for withdrawal from the Bank and shall communicate the decision in writing to

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

the requesting Unit member and the Human Resources Department who, in turn, shall notify the Payroll office within five (5) workdays of receipt of the request.

2. The committee shall consider the number of days requested, the number of Unit members requesting withdrawals, and the status of the credits remaining.
3. All records and information obtained by the committee that relate to the Unit member's health, family, or employment status shall remain confidential.
4. If the Bank does not have sufficient days to meet the projected needs of Unit members, the committee may solicit voluntary contributions.
5. Unit members who have been denied leave may amend and resubmit the request one (1) time.

MCOE RESPONSIBILITIES

- A. Upon receipt of donation and/or withdrawal requests, the County shall:
 1. Verify the Unit member's sick leave and notify the committee;
 2. Transfer credits and notify in writing the Unit member and the committee;
 3. Provide the committee with the Unit member's paid leave days remaining;
 4. Provide the committee with the balance of credits remaining in the Bank.

ELIGIBILITY

- A. Use of this Bank shall be available to all Unit members who have made a donation of at least one (1) day each year to the Bank. Exemptions to this
- B. restriction shall be any member who was absent due to an approved catastrophic illness or calamitous event allowed under this article at the time of open enrollment.
- C. Employees are not required to use any available leave prior to accessing the Calamitous Leave Bank. The only exception to this provision is bereavement, whereby available bereavement leave must be exhausted prior to accessing the Bank.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

- D. Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30) days after contributing to the Bank before becoming eligible. They may only contribute during the next open period or when the committee makes a special request for donations.

DONATIONS

- A. All donations made by Unit members shall be voluntary and are irrevocable. Contributions shall be donated by the end of the County open enrollment period. The Open Enrollment Period shall be the month of September. At the beginning of the donation period, the Human Resources Department shall send to each Unit member a notice outlining this Policy and an Irrevocable Bank Donation Form.
- B. Following the initial inception of the Bank, the Human Resources Department shall solicit donations as soon as possible to allow for an initial bank of days to be created immediately.
- C. Unit members may contribute a minimum of one day and a maximum of five days in any one year. Donations of less than one day will not be accepted.
- D. A donation to the Bank shall be a general donation, and shall not be donated to a specific Unit member for her/his exclusive use.
- E. All donations are irrevocable, and the Unit member waives any right to leave credits she/he may have donated except as stated in this article.

USE OF LEAVE BANK

- A. Eligible Unit members who suffer a catastrophic illness or injury as defined herein may request withdrawal of leave credits from the Bank under the following terms:
 - 1. They have made a contribution to the Bank.
 - 2. Written verification of the catastrophic illness or injury by a medical doctor. (Catastrophic illness does not include stress)
 - 3. Request for a specific number of days.

ARTICLE VIII

USE OF PERSONAL NECESSITY LEAVE/SABBATICAL LEAVE/CATASTROPHIC LEAVE BANK

- B. When appropriate for catastrophic leave requests, Payroll must verify the Unit member requesting the withdrawal has exhausted all fully paid sick leave, or the date when this will occur. The Chair of the committee shall convene a meeting within 15 working days to consider the withdrawal request.
- C. Withdrawals for catastrophic illness may be granted in units of no more than ten (10) days. Participants may request extensions or additional days as their grants expire. The maximum withdrawal of leave credits for a Unit member per event shall not exceed eighty (80) days.
- D. Withdrawals for calamitous events may be granted in units of no more than ten (10) days. The maximum withdrawal of leave credits for a Unit member in a given fiscal year shall not exceed ten (10) days. Unit members must use days granted within one (1) year of the calamitous event.
- E. All information shall be confidential.
- F. Any days approved by the committee that are not used by Unit members shall be returned to the Bank.
- G. Days shall be donated and withdrawn from the Bank without regard to the daily rate of pay of the Unit member. Unit members using days from the Bank shall receive pay for that day at their daily rate of pay.
- H. If the committee has insufficient days to fund a withdrawal request, neither the committee nor the County shall be under any obligation to pay the Unit member.
- I. If the committee denies a request for the withdrawal, the Unit member making the request shall be notified in writing of the reason for the denial.
- J. All decisions of the committee shall be final and not subject to appeal or grievance.
- K. The committee shall not deplete the bank more than one half of the days in the bank for any one request

ARTICLE IX

COMPLAINT PROCEDURES

- A. A complaint shall be an allegation that there has been a misinterpretation, misapplication, or violation of the specific terms of the Mono County Superintendent of Schools adopted Board Regulations and the Agreement.

COMPLAINT

- B. A complainant is a bargaining unit member who alleges that there has been a misapplication, misinterpretation, or violation of the specific terms of the Mono County Superintendent of Schools adopted Board Regulations and/or the Agreement.
- C. A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of release time without loss of compensation when processing complaints.
- D. Any bargaining unit member, at any time, may present a written complaint to the County Superintendent pursuant to the procedures stated in the written policies of the Mono County Superintendent of Schools.
- E. In the event the complainant is dissatisfied with the decision of the County Superintendent or designee, the complainant may request the services of a mediator from the California State Mediation and Conciliation Services. The request for a mediator shall be made to the County Superintendent or designee within ten workdays of receipt of the decision or unsuccessful attempt to resolve the complaints between the party(ies) made referenced to under Board Regulations (Series 1,000, etc.).
- F. The County Superintendent or designee shall notify the California State Mediation and Conciliation Services and request that they appoint a mediator.
1. The mediator shall attempt to find a mutually acceptable resolution to the complaint.
 2. The mediator shall not issue any public statements of fact or opinions.
 3. Mediation or settlement positions of either party will be considered at the Superintendent's level.
 4. The mediator's role is a conciliatory one involving the terms and conditions of the Agreement and Board Regulations of the County Superintendent of Schools.
- G. Upon receipt of the written complaint, the County Superintendent shall take action to decide the matter and provide the reason(s), if requested, in writing, to the complainant, within 30 days of receipt of the written complaint.

ARTICLE IX

COMPLAINT PROCEDURES

H. The complaint form is appendix E of this agreement.

ARTICLE X

NEGOTIATION PROCEDURES

- A. The Mono County Superintendent of Schools will provide up to three days of unpaid leave for three of the negotiating committee members for attendance at negotiating training workshops.
- B. The County Superintendent will provide the necessary opportunities for members of the negotiating team to receive information/training concerning budget income and expenditure projections for the coming budget year. Association negotiating members shall participate in these training opportunities.

COMMENCEMENT OF NEGOTIATIONS

- C. Not later than the first meeting of the County Board of Education of the Public School Employer in February of each year that this Agreement is in effect, the Association shall present its initial proposals to the County Superintendent.

NEGOTIATIONS

- D. As soon as the Association and the Mono County Superintendent of Schools have fulfilled the public notice requirement under Government Code Section 3547 of the Education Employment Relations Act, the parties agree when meeting and negotiating on terms and conditions on either reopeners or a successor agreement that is within Government Code Section 3543.2 (scope of representation) under the Education Employment Relations Act, the following negotiation procedures will be adhered to:
 - 1. Negotiation meetings for May and June shall be scheduled by the parties no later than April 15. Meetings shall be held at the Mono County Office of Education at times and dates mutually agreed upon until an agreement is reached by the parties.
 - 2. It is agreed that in any event, there will be no less than two negotiation meetings per month.
 - 3. Negotiations shall be scheduled half on County Office time and half on Association time.
 - 4. Release time will be provided for three Association members for each negotiation session.
 - 5. Each team will be responsible for the recording of their own minutes. No tape recorders will be allowed.
 - 6. Each party will be allowed to call a caucus as the need arises.

ARTICLE X

NEGOTIATION PROCEDURES

7. An agenda shall be agreed upon for the next meeting prior to the adjournment of each negotiating session.
8. All proposals and all counter-proposals from both parties shall be in writing.
9. All tentative agreements will be signed and dated by the spokesperson of each team.
10. Each party agrees that the final agreement on the contract shall be subject to ratification by the County Superintendent and the Association.

ARTICLE XI

MISCELLANEOUS

- A. The parties to this Agreement mutually agree that the Mono County Office of Education's written Board policies and procedures in effect on the date of this Agreement that are within Government Code Section(s) 3543.2 (scope of representation) of the Education Employment Relations Act shall remain in full force and effect until changes have been mutually agreed upon between the Mono County Office of Education and the Mono County Office of Education Employees Association CTA/NEA.
- B. This Agreement and any appendix attached hereto represents a complete Collective Bargaining Agreement by and between the parties with respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the term hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.
 - 1. The Association understands and agrees that there shall be no obligation to the Employer to meet and negotiate during the terms of this Agreement as to all matters not covered by this Agreement. The Association hereby specifically waives any right, which it may otherwise have to request or demand such bargaining.
 - 2. Should any provision of this Agreement or any application thereof to any bargaining unit member be held by a court of competent jurisdiction to be contrary to law and therefore invalid, then such provision or application shall be deemed invalid and severed from this Agreement, but all other provisions or applications shall continue in full force and effect.
 - 3. Should a provision or application be deemed invalid as described herein, the provision or application shall be changed or modified in order to be consistent with the law within 30 workdays of receipt of the Association's written request for such change.
- C. The specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer. Prior to the ratification of this Agreement, any past practice or procedure of the Employer was discretionary on the part of the Employer, subject to Board policies and procedures or a previous contractual provision which shall be consistent and uniform, and shall continue to be in full force and effect for the life of this Agreement.
- D. The County Superintendent shall provide two (2) Association representatives with up to two (2) hours of paid release time seven times during the school year to meet with the County Superintendent for purposes of maintaining an open dialogue to discuss interest of concerns in the workplace. The number of hours and/or representatives may be modified by mutual agreement.

- E. The Superintendent or his/her designee will consult with the bargaining unit prior to hiring an independent contractor to a bargaining unit position.
- F. The Superintendent or his/her designee will make a reasonable attempt to include a bargaining unit member on interview committees for the hiring of bargaining unit positions.
- G. The Superintendent or his/her designee is willing to bargain all issues within the Scope of Bargaining.
- H. The Mono County Office of Education and the Mono County Office of Education Employee Association CTA/NEA agrees to provide compensation for unit members who are asked to mentor or provide staff development beyond the contract day at a rate mutually agreeable to both parties.
- I. **Language Implementing New Legal Requirement for Collective Bargaining**
The parties agree to new language implementing the legal requirements of the Janus U.S. Supreme Court decision and new California statutes AB 966 and AB 119.

Attachment A

I. Dues/ Union-Sponsored Benefit Program Deductions

- (a) The employer shall honor an employee's check-off authorization for dues, when notified by MCOEEA.
- (b) Deductions for dues, MCOEEA shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- (c) Requests to authorize dues/other deduction(s), or requests to change status regarding such deduction, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deductions has been requested by the employee.
- (d) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- (e) The Union shall indemnify the employer for any claims made regarding such deductions.
- (f) Violations of this Section of the MOU are grievable.

II. Data Pertaining to Deductions

When requested by the Union but no more frequently than once every 120 days, the Employer shall produce to Union malleable electronic file containing the information listed below. For new employees, the Agency will provide this information by the first pay period of the month following hire or within 30 days of hire. The Agency reserves its statutory and legal rights regarding communications with its represented and unrepresented employees; nothing herein is intended to detract from those statutory rights.

1. Full Name (first, middle, last, suffix)
2. Job Classification
3. Job Type (full-time, part-time, per diem, as needed)
4. Bargaining Unit
5. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount

6. Pay Step
7. Pay Rate
8. Pay Status (active, on leave, separated from employment, etc.)

The Union shall defend and indemnify the employer for any claims made by employees regarding the provision of the information provided to the Union by the Agency.

III. Regular Receipt of Bargaining Lists

When requested by the Union but no more frequently than once every 120 days, the Agency shall provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address home and cell phone numbers, personal and work email addresses, work locations, hourly rates of pay, hours worked, and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), and added or deleted from the preceding bi-monthly period. For new employees, the Agency will provide this information by the first pay period of the month following hire or within 30days of hire. The Agency reserves its statutory and legal rights regarding communications with its represented and unrepresented employees; nothing herein is intended to detract from those statutory rights.

IV. Protect Contact, Biographical and/or Demographic Information of Unit

Members from Third-Parties.

(a) In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall timely notify the Union of any third-party requests for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

(b) The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer providing information in response to the request. The employer agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.

(c) The employer agrees that it will not create a document for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a document, it agrees on to provide it in a malleable electronic format, unless the document to produced already exists in a malleable electronic format.

ARTICLE XIII

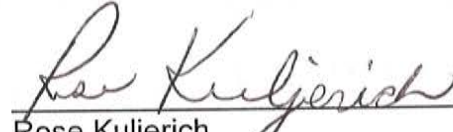
RECOMMENDED FOR RATIFICATION

FOR THE EMPLOYER



Dyanna Hernandez
Human Resources
Mono County Office of Education

FOR THE ASSOCIATION



Rose Kuljerich
Chief Spokesperson
Mono County Office of Education
Employee Association CTA/NEA

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Association (Exclusive Representative) as the contracting parties; that all actions necessary to accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

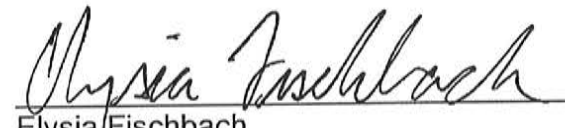
ACCEPTED

FOR THE EMPLOYER



Stacey Adler, Ph.D.
County Superintendent

FOR THE ASSOCIATION



Elysia Fischbach
President

11-26-19

Dated

11.8.19

Dated

- A. This Agreement shall be in full force and effect from the date of ratification by and between the parties until June 30, 2022, and shall automatically remain in effect for each succeeding 12 months or until the completion of a binding written agreement by the parties that shall supersede this Agreement.
- B. Annually, the Employer and the Association may reopen for negotiation up to five articles each of this Agreement. The Association, if bargaining is requested, shall present its proposal pursuant to Article XI of this Agreement as they apply to this reopening.

APPENDIX A

TEACHER SALARY PLACEMENT/ADVANCEMENT REGULATIONS

	COL A	COL B	COL C	COL D	COL E
	BACHELOR S	BA + 15	BA + 30	BA + 45	BA + 60
1	45,435.00	47,792.00	51,080.00	52,411.00	54,675.00
2	47,792.00	50,161.00	52,411.00	54,675.00	56,930.00
3	50,161.00	52,411.00	54,675.00	56,930.00	59,186.00
4	52,411.00	54,675.00	56,930.00	59,186.00	61,444.00
5	54,675.00	56,930.00	59,186.00	61,444.00	63,704.00
6	56,930.00	59,186.00	61,444.00	63,704.00	65,961.00
7	59,186.00	61,444.00	63,704.00	65,961.00	68,904.00
8	61,444.00	63,704.00	65,961.00	68,904.00	71,189.00
9		65,961.00	68,904.00	71,189.00	73,702.00
10		68,904.00	71,189.00	73,702.00	75,742.00
11			73,702.00	75,742.00	78,023.00
12			75,742.00	78,023.00	80,295.00
13			78,023.00	80,295.00	82,584.00
14			80,295.00	82,584.00	84,888.00
15			82,703.00	84,888.00	87,267.00
16				87,437.00	89,712.00
17					91,954.00
18					94,253.00
19					97,082.00
20					97,082.00
21					99,582.00

APPENDIX A

TEACHER SALARY PLACEMENT/ADVANCEMENT REGULATIONS

22	99,582.00 0
23	99,582.00 0
24	99,582.00 102,082.0
25	0

Additional Stipends

Masters	\$2,000.00
BCLAD	\$1,000.00
Doctorate	\$2,500.00

APPENDIX B

2019-2022 TEACHER SALARY PLACEMENT/ADVANCEMENT REGULATIONS

A. Initial Placement Procedures

1. For initial preliminary placement on the salary schedule a certificated employee must possess and submit adequate official documentation to allow placement on Step 1, Column A, before the beginning of the assignment.
2. For initial placement on the salary schedule the Human Resources Department must be in receipt of official verification of training and experience by December 1 of the first year of employment. Official verification includes transcripts with institution seal, or a time-stamped letter from the registrar or other appropriate official, signatory by appropriate school seal or letterhead. In the absence of such official material, certificated employees will be placed on the column and step for which adequate official documentation has been received.
3. It is the certificated employee's responsibility to have official documentation sent to the Human Resources Department. If he/she fails to have official documentation provided to the Human Resources Department by December 1 of the first year of employment he/she will have waived his/her right to further initial placement other than that granted prior to December 1.
4. Newly hired unit members shall have a review made of prior years' experience. MCOE will grant credit for prior experience based on job qualifications. A maximum of fifteen years outside credit may be granted. Initial step placement shall not be higher than Step 16.

B. Advancement Procedures

1. All official transcripts of acceptable course work, which may result in column advancement, must be received by the Human Resources Department by October 15 to be implemented for the current school year.
2. Acceptable course work is restricted to upper-division and graduate courses from accredited institutions. Acceptable coursework shall be pertinent to the employee's area of professional preparation. It is the responsibility of the County Superintendent or designee to determine acceptable course work in advance.

APPENDIX B

2019-2022 TEACHER SALARY PLACEMENT/ADVANCEMENT REGULATIONS

3. All coursework will be converted to semester units. One quarter ($1/4$) unit is equivalent to two-thirds ($2/3$) of a semester unit.
4. Each school year the unit member shall be placed on the appropriate step in accordance with experience. A full-time bargaining unit member who performs satisfactorily and served seventy-five (75) percent of the school year for MCOE shall receive credit for that years' experience for salary schedule advancement purposes. A part-time bargaining unit member may accumulate in proportion to their contract years credit for advancement on the salary schedule. Example 1: A 50% part-time employee would accumulate in two years one step on the salary schedule. Example 2: a part-time employee working a 75% contract in two years would receive credit for one step on the salary schedule and 50% credit to be added to the following year's advancement on the salary schedule.

100% PLAN A
\$0/0 Deductible
\$1000/\$3000 out of pocket maximum

\$20 Office visit Co-pay
\$100 copay Ambulance Services
\$100 copay Emergency Rm
Medical- Blue Cross Anthem




Behavioral Health
Employee Assistance Program
through Blue Cross Anthem
Rx-Prescription Drug Card
\$9 Generic/ \$35 name brand

Vision Service Plan
VSP vision copay \$20 a visit
Exam & lenses every 12 months
Frames every 24 months

Delta Dental
\$1500 Maximum
\$1700 Maximum using a PPO Dentist

Life Insurance
\$20,000 coverage employee
only.

Single **2-Party** **Family**

Employee cost	\$127.00	\$299.00	\$378.00
			
Employer cost	\$1,129.80	\$1,881.70	\$2,404.60
	Single	2-party	Family

80% Plan C
\$200/\$500 Deductible
\$1000/\$3000 out of pocket maximum

\$20 Office visit Co-pay
\$100 copay Ambulance Services
\$100 copay Emergency Rm
Medical- Blue Cross Anthem



Behavioral Health
Employee Assistance Program
through Blue Cross Anthem
Rx-Prescription Drug Card
\$9 Generic/ \$35 name brand

Vision Service Plan
VSP vision copay \$20 a visit
Exam & lenses every 12 months
Frames every 24 months

Delta Dental
\$1500 Maximum
\$1700 Maximum using a PPO Dentist

Life Insurance
\$20,000 coverage employee
only.

Single **2-Party** **Family**

Employee cost	No Cost	\$80.00	\$100.00
			
Employer cost	\$1,129.80	\$1,881.70	\$2,404.80
	Single	2-party	Family

High Ded. Plan G
\$500/\$1000 Deductible
\$2000/\$4000 out of pocket maximum

\$30 Dr. visit co-pay
\$100 copay Ambulance Services
\$100 copay Emergency Rm
Medical- Blue Cross Anthem




Behavioral Health
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Frames every 24 months

Delta Dental
\$1500 Maximum
\$1700 Maximum using a PPO Dentist

Life Insurance
\$20,000 coverage employee
only.

Single **2-Party** **Family**

Employee cost	No Cost	No Cost	No Cost
			
Employer cost	\$1,129.80	\$1,781.70	\$2,276.60
	Single	2-party	Family

Plan A

Plan A

Plan A

Plan C

Plan C

Plan C

Plan G

Plan G

Plan G

APPENDIX D
COMPLAINT FORM

COMPLAINANT'S NAME: _____
WORKSITE: _____
COMPLAINANT'S SUPERVISOR: _____

DATE OF SUBMISSION/RECEIPT OF COMPLAINT: _____

SPECIFIC ARTICLES, SECTIONS OF THE AGREEMENT, SUPERINTENDENT'S
POLICIES OR ADMINISTRATIVE REGULATIONS THAT ARE ALLEGED TO HAVE BEEN
MISAPPLIED, MISREPRESENTED OR VIOLATED: _____

DATE OF ALLEGED VIOLATION: _____

STATEMENT OF ALLEGED VIOLATION:

(MAY CONTINUE OF
ATTACHED SHEET IF NECESSARY)

DECISION OF SUPERINTENDENT/SUPERINTENDENT DESIGNEE:

CHECK ONE:
ACCEPTANCE OF DECISION: _____
REQUEST FOR THE SERVICE OF MEDIATOR: _____

SIGNATURE OF COMPLAINANT

DATE

MEDIATION

DATE _____

LOCATION _____

TIME _____

ATTACH ANY SETTLEMENT AGREEMENTS AS A RESULT OF MEDIATION

DATE OF ATTACHMENT: _____

SUPERINTENDENT'S DECISION FOLLOWING REVIEW OF COMPLAINT AND ANY
AGREEMENTS REACHED IN MEDIATION:

SIGNATURE OF SUPERINTENDENT

DATE