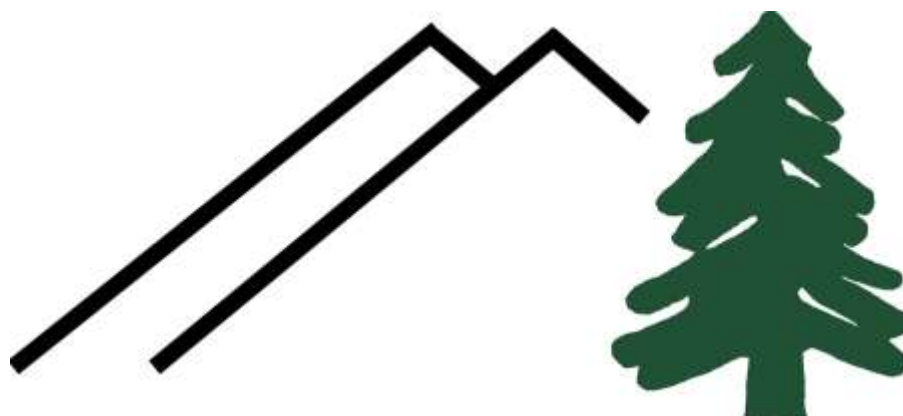


CONTRACT BETWEEN
the
MODOC COUNTY
SUPERINTENDENT OF SCHOOLS
and the
HIGH DESERT CLASSIFIED
ASSOCIATION



July 1, 2008 to June 30, 2011

July 1, 2009

Contents

ARTICLE 1: PARTIES TO THE AGREEMENT..... 3

ARTICLE 2: RECOGNITION 3

ARTICLE 3: SUPERINTENDENT RIGHTS 3

ARTICLE 4: GRIEVANCE PROCEDURE..... 4

ARTICLE 5: EMPLOYEE RIGHTS..... 6

ARTICLE 6: ORGANIZATIONAL SECURITY 6

ARTICLE 7: SALARY & BENEFITS..... 7

ARTICLE 8: EMPLOYEE REIMBURSEMENTS 8

ARTICLE 9: PROFESSIONAL GROWTH..... 9

ARTICLE 10: HOURS 9

ARTICLE 11: HOLIDAYS 10

ARTICLE 12: VACATIONS 11

ARTICLE 13: REASSIGNMENT AND FILLING OF VACANCIES 12

ARTICLE 14: LAYOFF/REDUCTION AND RE-EMPLOYMENT 12

ARTICLE 15: EVALUATIONS 15

ARTICLE 16: LEAVES 16

ARTICLE 17: SAFETY 19

ARTICLE 18: ASSOCIATION RIGHTS 19

ARTICLE 19: CONCERTED ACTIVITIES..... 20

ARTICLE 20: EFFECT OF AGREEMENT 20

ARTICLE 21: COMPLETION OF NEGOTIATION PROCESS 20

ARTICLE 22: TERM 20

ARTICLE 23 REOPENERS..... 21

APPENDIX A – Salary Schedule 22

APPENDIX B – Holidays..... 23

APPENDIX C – Grievance Report Form 24

APPENDIX D – Glossary..... 26

July 1, 2009

ARTICLE 1: PARTIES TO THE AGREEMENT

This is an Agreement made and entered into this 1st day of July, 2008, between the Modoc County Superintendent of Schools (herein referred to as "Superintendent") and the California School Employee's Association and its High Desert Chapter 531 (herein referred to as "Association").

ARTICLE 2: RECOGNITION

The Superintendent confirms its recognition of the Association as the exclusive representative for that unit of employees specifically including all instructional and library assistants and other classified positions listed on the salary schedule.

ARTICLE 3: SUPERINTENDENT RIGHTS

3.1 Except as otherwise provided in this agreement, it is understood and agreed that the Superintendent retains all powers and authority to direct, manage and control to the full extent of the law. Included in those duties and powers is the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Superintendent's operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out non-unit work; and take action in the event of an "emergency". The Superintendent retains the right to hire, classify, assign, evaluate, promote, and terminate employees.

3.2 The exercise of the foregoing rights, authority, duties, and responsibilities by the Superintendent, the adoption of policies, rules, regulations, and practices, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

3.3 The Superintendent retains the right to temporarily amend, modify, or rescind policies, practices, and provisions referred to in this Agreement in cases of "emergency". An "emergency" shall be defined as an act of God, or situations which threaten the health, safety, or well-being of the Superintendent's property, employees, or students.

July 1, 2009

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 DEFINITION

4.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining Agreement.

4.1.2 A "grievant" may be any employee of the Superintendent covered by the collective bargaining Agreement or the Association.

4.1.3 A "day" is any day in which the central administrative office of the County Schools is open for business.

4.1.4 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant who has been designated by the Superintendent to adjust grievances.

4.2 PROCESSING OF A GRIEVANCE

4.2.1 Informal Level

Within fifteen (15) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

4.2.2 Level I

Failing to resolve the difficulty through informal means, the grievant may, within ten (10) working days from the informal conference, register a formal grievance. The grievance shall be in writing, on forms approved by the Superintendent, with copies to the Association, and his/her immediate supervisor, stating the following: (see Appendix C)

- a. Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
- b. Steps taken to resolve difference through informal means;
- c. Steps the grievant recommends the Superintendent take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.

4.2.3 Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or his designee within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:

- a. A copy of the original grievance;
- b. The decision rendered at Level I;
- c. A clear, concise statement of the reasons for the appeal.

July 1, 2009

4.2.4 The Superintendent or designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) working days after receiving the appeal. The decision of the Superintendent shall be final and binding on all parties.

4.2.5 Level III

If there is still a disagreement, a state mediator will be requested at the expense of the County.

4.3 REPRESENTATION

4.3.1 No employee shall be required to be represented by the Association in processing a grievance.

4.3.2 An employee may request the Association to represent him/her in all stages of the grievance procedure.

4.3.3 Neither the Association nor the Superintendent shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

4.3.4 If an employee pursues a grievance without the intervention of the Association, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.

4.3.5 Designated Association representatives shall receive time off from duties without loss of compensation for the purpose of processing grievance subject to the following conditions:

- a. No later than fifteen (15) working days following ratification of this Agreement, the Association shall designate, in writing to the Superintendent, Chapter Officers for representation.
- b. The representative shall submit a request to the Superintendent prior to release from duties in order that a substitute may be obtained.
- c. Such time shall be limited solely to representing a grievant in a conference with a management person and in no way shall this include the use of time for matters such as gathering information, interviewing witnesses or preparing presentations.
- d. No more than one (1) representative per grievance shall be released at a time.

4.4 The rights of the Superintendent under Article III, "Superintendent Rights," are excluded from this procedure, except that any limitations on those rights contained in the Agreement shall be subject to this Article.

4.5 TIME LIMITS

4.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to refile on the same set of facts.

4.5.2 Failure by the Administration to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

July 1, 2009

4.5.3 Time limits in this policy may be extended by mutual agreement between the grievant and the Administration.

4.6 All documents arising from the processing of a grievance shall be filed separately from the employee's regular personnel file.

ARTICLE 5: EMPLOYEE RIGHTS

5.1 The Superintendent and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

ARTICLE 6: ORGANIZATIONAL SECURITY

6.1 Any unit member who is a member of the High Desert Classified Association, Chapter 531, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the Superintendent shall deduct dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.2 Any newly hired member who does not make application for membership within twenty (20) working days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to the established membership dues, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided however, that the unit member may authorize payroll deduction for such fee in the manner as provided in Section 6.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the Superintendent, and the Superintendent shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this Article. There shall be no charge to the Association for such mandatory fee deductions.

6.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support High Desert Classified Association, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-profit organizations: a) T.E.A.C.H., Inc.; b) Irwin Memorial Blood Bank; C) American Red Cross, Modoc Chapter.

6.4 Proof of payment and a written statement of objection to joining or financially supporting employee organizations, pursuant to Section 6.3 above, shall be made to the Association and Superintendent as a condition of continued exemption from the provisions of Sections 6.1 and 6.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to who payment, in lieu of the service fee, has been made.

July 1, 2009

6.5 Any unit member making payments as set forth in Section 6.3 and 6.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitrations procedures.

6.6 With respect to all sums deducted by the Superintendent pursuant to Sections 6.1 and 6.2 above, whether for membership dues or agency fee, the Superintendent agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the Association, and any changes in personnel from the list previously furnished.

6.7 The Association agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.

6.8 The Association and the Superintendent hereby agree as follows:

6.8.1 The Association agrees to pay to the Superintendent all legal fees and legal costs incurred by the Superintendent pursuant to the agency fee provisions of this Agreement.

6.8.2 The Association agrees to pay to the Superintendent all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

6.8.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraphs 6.8.1 and 6.8.2 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 7: SALARY & BENEFITS

(Negotiated changes effective 7/1/2009)

7.1 *Unit members will be paid according to the salary schedule attached hereto as Appendix "A".*

7.2 *The County will allow credit for prior related experience for new hires, subject to approval by the Superintendent/designee. Former employees rehired within one year of resignation and returning to the same classification will be granted their previous step.*

7.3 *Disability insurance will be available for unit members at their expense, following the appropriate application and fulfillment of state requirements.*

7.4 *Persons employed 75% of the workdays within the school year shall be entitled to a step increase.*

July 1, 2009

7.5 Early Notification of Retirement

Employees who submit early notification of their decision to retire at the end of the current school year shall receive a lump sum salary increase of \$1,500. The County Office must receive written notice by December 31st of the current school year, and payment will be made to the employee at the end of the school year.

7.6 Unit members assigned to supervise a classroom for more than one (1) hour (under the authority of an administrator), due to the absence of a certificated teacher and the unavailability of a substitute teacher, shall be compensated at the rate of pay equal to time and one-half their regular rate of pay for the employee for all time spent supervising said classroom.

If the Modoc County Teachers' Association receives a pay increase (excluding step) or health premium increase, then CSEA members would receive the same increase.

7.7 All CSEA members not currently participating in a health benefit plan are eligible to secure dental and vision coverage through the JPA. MCOE will contribute a prorated amount of the cost of dental and vision coverage for any member working four or more hours per day (twenty hours per week). Proration will be based on an 8 hour day.

Hours per day worked	MCOE contribution	Employee contribution
7-8	100%	0%
5-6	75%	25%
4	50%	50%
Less than 4	0%	100%

7.7.1 This benefit is open to all CSEA members. Members working less than four hours may purchase coverage through MCOE at their own expenses.

7.7.2 All MCOE contributions for dental and vision are applied as part of the members' capped benefit and are not to be considered separately or in addition to the cap.

7.7.3 Members enrolled in a medical insurance plan at the time this article is adopted may discontinue medical coverage only as provided for in the agreement with California Valued Trust (CVT).

ARTICLE 8: EMPLOYEE REIMBURSEMENTS

8.1 Mileage

Whenever the Superintendent or designee directs an employee to use their personal automobile for business, they shall be reimbursed at the current rate allowed by the County Office of Education.

July 1, 2009

8.2 Meals and Lodging

Employees who receive approval for travel out of the county for workshops, conferences and training will be reimbursed for meals and lodging at the County Office rate.

ARTICLE 9: PROFESSIONAL GROWTH

9.1 All bargaining unit members shall be eligible for professional growth:

9.1.1 After the employee has two (2) years of County Office service.

9.1.2 After completing college units or clock time in seminars that are job related.

9.2 After the first increment is earned, an employee may apply for the program every year.

9.3 When an employee earns five (5) semester units or seventy-five (75) clock hours, the employee will receive an additional 1.5% of the annual base salary beginning July 1 of the following school year. Original transcripts, with an official seal, in an unopened envelope, or proof of attendance for clock hours, for all salary schedule placements must be received by the Human Resources Office (Modoc County Office of Education) prior to October 15th of the year for which the credit is requested.

9.4 Prior approval of the course or training on the appropriate form is required for the units to qualify for this provision.

9.5 Modoc County Office of Education seminars or inservices in which the employee is being paid to attend will not be applicable to this article.

ARTICLE 10: HOURS

10.1 The regular work week of a full-time unit member shall be forty (40) hours, and the regular work days shall be eight (8) hours. The scheduling of the hours and the work days from Monday through Friday shall be at the discretion of the Superintendent

10.2 Beginning with the 2003/2004 school year, the classroom instructional assistant minimum work year will total 181 days. If funding is available for buy-back days, one additional day may be earned as a buy-back day. To qualify, unit members will be expected to attend an approved buy-back day training and use the approved buy-back day form.

10.3 The Superintendent will provide compensation at a rate equal to one and one half (1-1/2) times the regular rate of pay for unit members designated by the Superintendent and authorized to perform overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence shall be considered as time worked by the unit member.

July 1, 2009

- 10.4 All unit members who have been on duty for six (6) hours shall be entitled to an unpaid duty-free lunch period from thirty (30) minutes to sixty (60) minutes per day.
- 10.5 All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by management.
- 10.6 Any employee who is assigned hours, in addition to their base assignment, on a limited term basis, shall accrue sick leave, holiday and vacation pay for the term of the assignment.
- 10.7 A classified employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in the Education Code.

ARTICLE 11: HOLIDAYS

11.1 Additional Holidays

Every day declared by the Governor of this State as a paid public fast, mourning, Thanksgiving holiday which requires the closing of County Schools, or any day declared a paid holiday for employees by the Superintendent.

11.2 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) times the regular rate of pay.

11.3 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.3.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for their normal assignment immediately preceding or succeeding the holiday period. (See Appendix B)

11.4 Part-Time Employees

Part-time employees who work twenty (20) hours or more per week who would otherwise be eligible for holiday pay under the terms of this Article shall receive such holiday pay in the same proportions as such employee's regularly scheduled work week bears to forty (40) hours.

July 1, 2009

ARTICLE 12: VACATIONS

12.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 through June 30.

12.2 Vacation

Except as otherwise provided in the Article, vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

12.3 Vacation Accumulation

Vacation time is earned and accredited on a monthly basis. Full time (12 mo./8 hrs./day) employees shall earn 8 hours of vacation time per month. Less than full time employees shall receive prorated vacation time based on their actual hours of paid regular service.

12.4 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

12.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

12.6 Holidays

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted additional day's vacation during the regular work year for each holiday falling within that period.

12.7 The scheduling of vacations shall be within the sole discretion of the management.

12.8 Interruption of Vacation

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by the Agreement without a return to active service. The basis for the change in status is to be determined by the Superintendent.

12.9 Full or Part-Time Vacation

All vacation time accrued during the school year shall be figured into regular monthly salary.

July 1, 2009

ARTICLE 13: REASSIGNMENT AND FILLING OF VACANCIES

13.1 Reassignment of bargaining unit members may be initiated by management at any time whenever such reassignment is in the best interest of the County Office as defined by the management. A unit member affected by such reassignment shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the reassignment.

13.2 Management shall send a posting of each bargaining unit vacancy to bargaining unit members at the last known mailing address 10 calendar days prior to permanently filling the position. A posting of each vacancy shall be sent to the CSEA president.

13.3 Vacancies shall first be offered to those on layoff status.

ARTICLE 14: LAYOFF/REDUCTION AND RE-EMPLOYMENT

14.1 Reason for Layoff

Layoff/Reduction of hours shall occur only in accordance with the California Education Code or for reason permitted by law.

14.2 Notice of Layoff

In the event of a layoff, including reduction of assigned hours of employment, the following steps will be taken:

14.2.1 The Superintendent shall notify CSEA prior to the serving of layoff notices. Notification shall include reason for layoffs and identify, by name and classification, the employee(s) holding those position(s) designated for layoff.

14.2.2 The Superintendent shall send written layoff notice to the affected employee(s) not less than forty five (45) calendar days prior to the effective date of layoff. Any layoff notice shall include reason for layoff, bumping rights, if any, and re-employment rights.

14.3 Order of Layoff / Seniority (*Negotiated changes effective 7/1/2009*)

14.3.1 The order of layoff shall be determined by seniority based on initial date of hire in each classification worked. The employee who has the least seniority within the affected job classification shall be laid off first.

14.3.2 Date of hire shall be adjusted due to period of extended leave or layoff, as per contract section 14.8.5.

14.3.3 Date of hire for Early Head Start (EHS) and After School Program (ASP) employees, entering Modoc County Office of Education employment during the 2009 calendar year, will be based on initial date of hire in each EHS and ASP classification worked for TEACH, Inc.

July 1, 2009

14.3.4 *In the case of two or more employees having the same hire date (first date of paid service) the order of layoff shall be determined by lot.*

14.3.5 *The Superintendent shall maintain a seniority list indicating employee seniority by date of hire in each classification, and the list shall be supplied to CSEA upon request.*

14.4 Bumping Rights

14.4.1 In the event of release from employment, probationary employees have no bumping or re-employment rights.

14.4.2 An employee whose position has been eliminated or reduced in hours may have bumping rights over a less senior employee in that classification. An employee's option for bumping may occur between the following geographic locations:

- Area 1 Adin – Canby – Alturas
- Area 2 Surprise Valley – Alturas
- Area 3 Stateline – Alturas
- Area 4 Canby – Likely – Alturas
- Area 5 Tulelake – Newell

If no bumping option exists within the area in which the employee is assigned and the affected employee is not the least senior, then an option outside the geographic area will be offered as described below. An employee may elect to be laid off or retire regardless of the options listed below. The options for bumping are prioritized, and the employee will be offered only the first applicable option and must respond within seven (7) calendar days of notification. If the employee does not accept the option offered, the employee shall be laid off.

- 1) An employee with more seniority may bump the least senior person with the equivalent number of hours in the same classification. (If no option exists, go to #2)
- 2) An employee with more seniority may bump the least senior person with the equivalent number of hours in another classification if the unit member has previously served in that classification and meets the required qualifications. (If no option exists, go to #3)
- 3) An employee with more seniority may bump the least senior person having more hours, up to one additional hour, in the same classification. (If no option exists, go to #4)
- 4) An employee with more seniority may bump the least senior person having more hours, up to one additional hour, in another classification if the unit member has previously served in that classification and meets the required qualifications. (If no option exists, go to #5)
- 5) An employee with more seniority may bump the least senior person having less hours and the closest equivalent number of hours in the same classification. *Does not apply to reduction in hours. (If no option exists, go to #6)

July 1, 2009

6) An employee with more seniority may bump the least senior person having less hours and the closest equivalent number of hours in another classification if the unit member has previously served in that classification and meets the required qualifications. *Does not apply to reduction in hours. (If no option exists, go to #7)

7) If no option exists within the employee's geographic area and the affected employee is not the least senior, then bumping options 1-6 will be applied county wide.

14.4.3 For purposes of bumping, sub-category positions within the overall classification of Non-Classroom Assistant and Paraprofessional shall be considered as separate classifications. Bumping, in accordance with Section 14.4.2, may occur only if the employee has served in the sub-category and meets the required qualifications for that position. (Preschool and K-12 Classroom Instructional Assistants shall be considered the same classification.)

14.5 Retirement in Lieu of Layoff

In lieu of layoff, an employee may elect to retire under the provisions of the Public Employee Retirement System (PERS).

14.6 Demotion or Reduction in Time, in Lieu of Layoff

14.6.1 An employee who accepts voluntary demotion or reduction in hours in lieu of layoff, shall be restored to his/her former class or number of hours as vacancies become available. The employee shall retain this eligibility for a period of sixty-three (63) months. Demotion shall be defined as accepting a position in a lower-paid classification.

14.6.2 Employees who accept a reduction in hours shall continue to receive health insurance benefits with the same terms and conditions for a period of one (1) calendar month.

14.7 Effects of Layoff (*Negotiated changes effective 7/1/2009*)

14.7.1 Employees who are laid off and are eligible for health benefits will continue to receive health insurance benefits for one additional month after the effective date of layoff.

14.7.2 Employees who are laid off shall be offered COBRA rights for health insurance coverage upon expiration of county paid benefits.

14.7.3 The Superintendent will not increase the use of volunteers to cover positions reduced or eliminated through the layoff process.

14.7.4 This completes negotiations on the effects of layoff, and no further negotiations on the effects of layoff *are* required.

July 1, 2009

14.8 Re-Employment

14.8.1 An employee who has been laid off shall be placed on a thirty-nine (39) month re-employment list in accordance with his or her seniority. Re-employment shall be offered in the reverse order of layoff and preference shall be given over any new applicants.

14.8.2 Laid off employees must notify the Superintendent in writing of changes in their mailing address.

14.8.3 The Superintendent shall send written notification of any available positions to laid off employees at the mailing address on file with MCOE. If interested in the position, the employee must respond within ten (10) calendar days of the postmark date.

14.8.4 After three (3) refusals of options for re-employment, the employee's name will be removed from the notification list. The employee may request in writing to be put back on the notification list.

14.8.5 An employee who is re-employed after being laid off shall be fully restored to his or her classification including seniority and non-probationary status. The employee will be reinstated at the step previously held, unless a step increase was earned prior to layoff.

14.8.6 Service credit and benefits shall not accrue during a layoff. When re-employed, the employee's date of hire on the seniority list shall be adjusted to reflect the period of layoff. (For example, if an employee had been laid off for a period of 14 months and 10 days, the date of hire shall be changed by that length of time to reflect the later date. An original date of hire 2/10/83 would become 4/20/84.)

ARTICLE 15: EVALUATIONS

15.1 The probationary period for classified employees shall be one (1) year. The County shall evaluate probationary employees at least once every six (6) months and permanent employees at least once per year. The probationary period will be extended an equal number of days for those probationary employees on extended sick leave.

15.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by the Superintendent.

15.3 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member.

15.4 The evaluation shall be completed by April 15th, be in writing and on forms authorized by the Superintendent. By October 1, unit members and evaluator will meet and discuss expectations and goals.

15.5 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response which shall become a part of the permanent record.

July 1, 2009

15.6 Nothing in this Article shall be construed to allow for any evaluation contents to be subject to the grievance procedure.

15.7 Any evaluation which is rated less than satisfactory shall include recommendations for improvement in cited deficiencies. Assistance shall be offered to improve performance and reasonable time lines shall be set to assess improvement.

ARTICLE 16: LEAVES

16.1 Personal Illness and Injury Leave

16.1.1 Full-time unit members shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time (i.e. less than 5 days a week, 12 months a year) shall be entitled to that portion of the twelve (12) days leave as the number of months the employee works bears to twelve (12) months.

16.1.2 If a unit member does not utilize the full amount of leave as authorized in Section 16.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

16.1.3 After all earned leave, including Section 16.1.1, is exhausted; additional non-accumulated long-term illness leave shall be available for a period not to exceed five (5) school months. As appropriate, provisions of the California Family Medical Leave Act pertaining to the unit member's leave requirements will be applied. The five (5) school months will begin concurrently with CFRA/FMLA requested leaves. For the purpose of those aspects of this article pertaining to the CFRA and FMLA, management determines the 12 month period measured forward from the date the employee's first FMLA/CFRA leave begins. After all earned leave, including Section 16.1.1, is exhausted; additional non-accumulated long-term illness leaves shall be available for a period not to exceed five (5) school months. As appropriate, provisions of the California Family Medical Leave Act pertaining to the unit member's leave requirements will be applied. The five (5) school months will begin concurrently with CFRA/FMLA requested leaves. For the purpose of those aspects of this article pertaining to the CFRA and FMLA, management determines the 12 month period measured forward from the date the employee's first FMLA/CFRA leave begins. The amount deducted from the unit member's salary for leave purposes shall be the actual amount paid the substitute employee, not to exceed the unit member's rate of pay.

16.1.4 Upon request by the Superintendent, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

16.1.5 Whenever possible, a unit member must contact his/her immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is known, but, in no event, less than two (2) hours prior to the start of the work day to permit the employer time to secure substitute service.

16.1.6 A unit member who is absent for this leave shall have this absence deducted on an hourly basis from the accumulated sick leave.

July 1, 2009

16.2 Personal Necessity Leave

16.2.1 Partial leave which is credited under sick leave may be used, at the unit member's election, for the purposes of personal necessity; provided that use of such personal necessity does not exceed seven (7) days in any school year.

16.2.2 For purposes of this provision, personal necessity shall be limited to : (a) death or serious illness of a member of the unit member's immediate family; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) when resulting from an appearance in any court; (d) such other reasons approved by the Superintendent; under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities.

16.2.3 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" in Section 16.2.2 above. Should the circumstances outlined in "a" and "b" arise, the employee shall make every effort to comply with Superintendent procedures to enable the Superintendent to secure a substitute.

16.2.4 A unit member may be required to verify in writing that the personal necessity leave was used only for purposes as set forth in Section 16.2.2 above.

16.3 Personal Leave

16.3.1 "Personal Leave" is defined as paid leave for personal business and emergencies. It is not deducted from accumulated sick leave.

16.3.2 A unit member may use up to three (3) days of personal leave which does not require an explanation and will not be charged to sick leave under this article. No more than one employee per day per site may use their leave.

16.4 Bereavement Leave

16.4.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if one way travel of 400 miles is required, without loss of salary on account of the death of any member of his/her immediate family. This leave shall not be deducted from the unit member's sick leave.

16.5 Leave for Pregnancy Disability

16.5.1 Unit members are entitled to use sick leave as set forth in Section 16.1.1 and 16.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, management may require a verification of the

July 1, 2009

extent of disability through a physical examination of the employee by a physician selected by the employee from a list of two physicians designated by the Superintendent.

16.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or associated recovery when sick leave, as set forth in Sections 16.1.1 and 16.1.2, has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the Superintendent.

16.5.3 The unit member on leave from pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

16.6 Industrial Accident Leave

16.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 45192 for personal injury which has qualified for worker's compensation under the provisions of our current worker's compensation carrier.

16.6.2 Such leave shall not exceed sixty (60) days during which the schools of the County are required to be in session or when the employee would otherwise have been performing work for the County in any one fiscal year for the same industrial accident.

16.6.3 The County has the right to have the unit member examined by a physician designated by the Superintendent to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

16.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for the day.

16.6.5 Following the appropriate application and fulfillment of State requirements, State Disability Insurance will be available for unit members at their expense.

16.7 Judicial Leave and Other Leaves

16.7.1 Unit members will be entitled to paid leave to serve as a juror in a court of law. If the unit member receives juror fees, it shall be remitted to the County. The unit member shall notify the Superintendent or designee as soon as notification has been received from the court.

16.7.2 If the unit member fails to endorse to the Superintendent any jury fees other than for mileage reimbursement, the Superintendent shall deduct from the unit member's salary warrant, the amount of such jury fees actually paid to and retained by the unit member.

16.7.3 Family Leave (In addition to all other forms of leave)

July 1, 2009

16.7.3.1 Unit members may take unpaid family care and medical care and medical leave in accordance with the Federal Family and Medical Leave Act of 1993 (“FMLA”) and the California Family Rights Act of 1991, as amended (“CFRA”). Implementation of this policy is governed by the FMLA and the federal regulations adopted at 29 CFR Part 825 and the state regulation adopted at California Government Code of Regulations, Title 2, Division 4, Sections 7297.0-7297.9.

16.7.3.2 For family care and medical leave purposes, the “12-month period” in which the 12 weeks of leave entitlement occurs is the 12 month-period measured forward from the date any unit member’s first family care and medical leave begins.

16.7.3.3 Leave increments are limited to one hour or more. Only the amount of leave actually taken will be counted toward the 12 weeks of leave to which an employee is entitled.

16.7.3.4 At the end of the 12 week period the unit member will be given the option to pay his/her share of premium payments on the same schedule as payments are made under COBRA.

16.7.3.5 Except as provided by law, on return from family care and medical leave, a unit member shall be entitled to return to the same position the unit member held when leave commenced, or to an equivalent position.

16.7.3.6 Alleged violations of, or misapplication of the terms of this article shall be resolved by the grievance procedure specified in this Agreement.

16.7.4 Extended leaves, up to one year for any purpose not covered in Articles 16.1 16.7, may be requested by any non-temporary unit member. Granting of such requested leave is at the sole discretion of the Superintendent or his/her designee and shall be done in consideration of the effects such leave might have on MCOE programs.

ARTICLE 17: SAFETY

17.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor.

17.2 If, upon investigation, the Superintendent or his designee determines that an unsafe condition exists, the Superintendent shall correct the situation as soon as economically feasible.

ARTICLE 18: ASSOCIATION RIGHTS

18.1 Association business, discussions, and activities will normally be conducted by unit members or Association officials outside established work hours as defined in Article VIII herein, and will be conducted in places other than County property except when: (a) an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.

July 1, 2009

18.2 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and (c) the Association will not post or distribute information which is derogatory or defamatory of the Superintendent or its personnel, subject to the immediate removal by the Superintendent of the right to post or to distribute for a period of at least one (1) full semester.

18.3 At the beginning of the school year, after final execution of the Contract, the Superintendent shall print and distribute copies of the Agreement to all unit members plus two (2) additional copies to be sent to CSEA.

ARTICLE 19: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Superintendent by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 20: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this agreement shall prevail over Superintendent practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the Superintendent.

ARTICLE 21: COMPLETION OF NEGOTIATION PROCESS

For the term of this agreement (contract), the Association relinquishes the right to meet and negotiate with the Superintendent as referred to or covered in this Agreement, except as provided for in the reopening provision, unless both parties agree to meet.

ARTICLE 22: TERM

This Agreement shall remain in full force and effect up to and including June 30, 2011; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 1 of its request to modify, amend or terminate the agreement.

July 1, 2009

ARTICLE 23 REOPENERS

For the 2008/2009, 2009/2010, and 2010/2011 school years, the Association may submit proposals, no later than October 31st of each of the succeeding years, on salary and health and welfare, and one article of each parties' choice, with the Superintendent responding thereafter.

MODOC COUNTY SUPERINTENDENT
OF SCHOOLS

HIGH DESERT CLASSIFIED
ASSOCIATION, CHAPTER 531

Date: _____

Date: _____

July 1, 2009

APPENDIX A – Salary Schedule

MODOC COUNTY OFFICE OF EDUCATION
2009-2010 CLASSIFIED SALARY SCHEDULE - CSEA HIGH DESERT CHAPTER 531
 Effective July 1, 2009

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 10	Step 11	Step 13	Step 15
EHS SECRETARY	\$11.00	\$11.55	\$12.14	\$12.14	\$12.14	\$15.30	\$15.30	\$15.30	\$15.44	\$15.44	\$15.44	\$15.94
EHS PROGRAM ASSISTANT	\$8.25	\$9.15	\$9.25	\$9.25	\$9.25	\$9.60	\$9.60	\$9.60	\$12.04	\$12.04	\$12.04	\$12.30
EHS MAINTENANCE	\$8.75	\$9.19	\$9.65	\$9.65	\$9.65	\$10.14	\$10.14	\$10.14	\$11.93	\$11.93	\$11.93	\$15.60
CAREGIVER	\$7.91	\$8.03	\$8.70	\$9.09	\$9.48	\$9.86	\$10.30	\$10.72	\$10.72	\$10.91	\$11.13	\$11.46
CLASSROOM INSTRUCTIONAL ASSISTANT	\$11.72	\$12.40	\$13.14	\$13.88	\$14.70	\$15.54	\$16.49	\$17.47	\$17.47	\$17.84	\$18.16	\$18.73
NON-CLASSROOM ASSISTANT	\$11.74	\$12.42	\$13.16	\$13.90	\$14.72	\$15.56	\$16.51	\$17.49	\$17.49	\$17.87	\$18.19	\$18.75
STRONGHOLD SECRETARY	\$11.76	\$12.44	\$13.19	\$13.98	\$14.82	\$15.73	\$16.68	\$17.66	\$17.66	\$17.99	\$18.36	\$18.91
CLERK	\$11.80	\$12.46	\$13.24	\$14.02	\$14.90	\$15.82	\$16.10	\$16.43	\$16.43	\$16.76	\$17.10	\$17.43
PARAPROFESSIONAL	\$12.52	\$13.27	\$14.03	\$14.85	\$15.74	\$16.68	\$17.66	\$18.73	\$18.73	\$19.08	\$19.44	\$20.05
PRESCHOOL TEACHER/DIRECTOR	\$17.20	\$17.78	\$18.36	\$18.92	\$19.48	\$20.08	\$20.65	\$21.22	\$21.22	\$21.79	\$22.35	\$22.94

CLASSIFICATION	Step 1	Step 2 6 Units ECE	Step 3 CDA or 12 ECE	Step 4 24 Units ECE	Step 5 5 yrs	Step 6 AA ECE	Step 7 5 yrs	Step 8 10 yrs	Step 9 BA ECE	Step 10 5 yrs	Step 11 10 yrs	Step 12 15 yrs
EHS PARENT INTERN	\$8.25											
EHS FAMILY SUPPORT WORKER	\$10.44	\$12.56	\$12.96	\$13.54	\$14.42	\$14.65	\$15.44	\$15.65	\$15.05	\$15.82	\$16.29	\$16.71
EHS CONTENT SPECIALIST			\$13.06	\$13.64	\$14.52	\$16.72	\$17.08	\$17.38	\$17.15	\$17.45	\$17.86	\$17.99
EHS PROGRAM MANAGER						\$16.04	\$17.09	\$19.50	\$16.94	\$18.18	\$20.52	\$21.32

CLASSIFICATION	Step 1 NCLB	Step 2 2 YRS/AA	Step 3 BA	Step 4 CRED
ASP SITE COORDINATOR	\$12.00	\$16.00	\$16.00	\$20.00
ASP PROJECT LEADER	\$12.00	\$13.00	\$15.00	\$15.00
ASP INSTRUCTIONAL ASSISTANT	\$9.00	\$10.00	\$12.00	\$12.00

HEALTH & WELFARE CAP = \$4396

MONTHLY STIPENDS

EHS Mentor FSW	\$125.00
EHS Translation	\$125.00

CLASSROOM INSTRUCTIONAL ASSISTANT (Preschool, K-12)
 NON-CLASSROOM ASSISTANT (Career Specialist, Nurse's, Speech & Language, Infant/Preschool)
 PARAPROFESSIONAL (Brailleist, Sign Language, Speech & Language, Counseling Assitant, Behavior Coach)

July 1, 2009

APPENDIX B – Holidays

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day (12 month employees or summer school only)

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving (in lieu of Admission Day)

Day before Christmas

Christmas Day

*Actual days taken will depend on individual school district calendars.

July 1, 2009

APPENDIX C – Grievance Report Form

Grievance # _____ Modoc County Office of Education Distribution of Form

- 1. Superintendent
- 2. Immediate Supv
- 3. Association

Submit to Administrator in DUPLICATE

=====

LEVEL I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Administrator _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet.

July 1, 2009

LEVEL II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

July 1, 2009

APPENDIX D – Glossary

ALLOCATION

The placement of a class on a specific salary schedule range or rate.

ANNIVERSARY DATE

Anniversary date is the July 1 after which the employee has completed 135 work days in a fiscal year. Advancement on the salary schedule shall occur each July 1.

BARGAINING UNIT SENIORITY

Seniority for all classified employees shall be determined by date of hire.

BUMPING RIGHTS

Bumping right is the right of an employee to displace another employee with less seniority in the class.

CLASS

Class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

CLASS DESCRIPTION

Class description is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.

CLASSIFICATION

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, and a regular monthly and hourly salary range for each such position.

DAY

A day is any day the central administrative office of the County Schools is open for business.

DEMOTION

Demotion is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate or an assignment to an inferior class.

DIFFERENTIAL

July 1, 2009

Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

EXTENDED YEAR

Extended year refers to students who have need of services outside the normal school year as indicated on the student's IEP.

GRIEVANCE

A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the collective bargaining Agreement.

GRIEVANT

A grievant may be any employee of the Superintendent covered by the collective bargaining Agreement.

IMMEDIATE FAMILY

An immediate family member shall be limited to mother, father, foster or step parent in the immediate family, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

IMMEDIATE SUPERVISOR

The immediate supervisor is the person having supervisory jurisdiction over the grievant who has been designated by the Superintendent to adjust grievances.

INCUMBENT

Incumbent is an employee assigned to a position and who is currently serving in or on leave from the position.

MANAGEMENT is the Superintendent or his/her Designee.

NOTICE

Whenever notice is required under this Agreement, and no form of notice otherwise designated, notice to the County shall be by personal delivery to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to the President.

PERMANENT EMPLOYEE

A permanent employee is a regular employee who will become permanent upon completion of the twelve (12) month probation period.

July 1, 2009

PERSONAL NECESSITY

Personal necessity shall be limited to: death or serious illness of a member of the unit member's immediate family, an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family, when resulting from an appearance in court, such other reasons approved by the Superintendent.

PROMOTION

Promotion is a change in assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.

RECLASSIFICATION

Reclassification is the reassignment of an employee or class of employee to a different class and/or salary range.

REGULAR EMPLOYEE

A regular employee is any employee, whether permanent, probationary, full-time, or part-time who is not a restricted, substitute, short-term, or student employee.

SAFETY CONDITIONS

The safety conditions of employment means any work-related condition affecting the safety of the employee.

SALARY RATE

Salary rate is a specific amount of money paid for a specific period of service.

SALARY SCHEDULE

A salary schedule is a series of salary steps and ranges which comprise the rates of pay for all classes.

SALARY STEP

Salary step is one of the salary levels within the range of rates for a class.

SUBSTITUTE EMPLOYEES

A substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

SUMMER SCHOOL

Summer school is that period when schools are in session between June and September, excluding year-round schools.

July 1, 2009

TRANSFER

A transfer is a change of work site by an employee without a change in classification.

VACANCY

A vacancy is any unit position which is new or which remains unfilled after any reassignments are made.

WORK HOURS

Hours in a paid status is defined to include all hours worked and time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence.