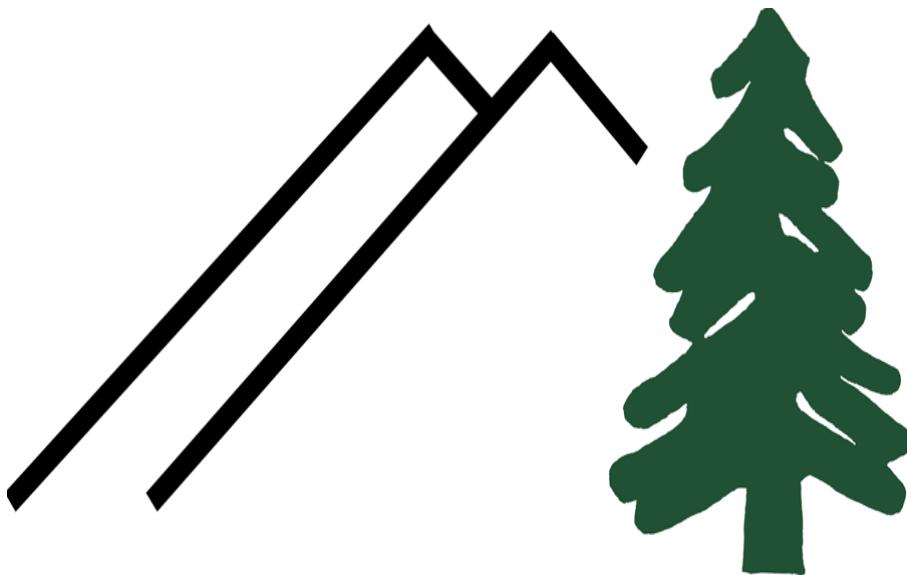


COLLECTIVE BARGAINING AGREEMENT BETWEEN
the
MODOC COUNTY
SUPERINTENDENT OF
SCHOOLS
and the
CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION and
its **HIGH DESERT CHAPTER #531**

July 1, 2023 – June 30, 2026



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ARTICLE 1: PARTIES TO THE AGREEMENT

This is an Agreement made and entered into this 1st day of July 2023, between the Modoc County Superintendent of Schools (herein referred to as "Superintendent") and the California School Employees Association and its High Desert Chapter #531 (herein referred to as "CSEA").

ARTICLE 2: RECOGNITION

The Superintendent confirms its recognition of CSEA 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.

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 CSEA.

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 administrator.

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 CSEA, and his/her immediate administrator, 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 administrator shall communicate a decision in writing to the grievant with a copy to the Superintendent and CSEA 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.

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 CSEA 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, and the expenses shall be shared equally between the High Desert Classified Association and the Modoc County Office of Education.

4.3 REPRESENTATION

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

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

4.3.3 Neither CSEA 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 CSEA, the grievance shall not be considered resolved until CSEA 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 CSEA 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, CSEA 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.

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 CSEA 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 CSEA shall have the sole and exclusive right to receive the payroll deduction for membership dues at the CSEA established rate.

6.2 The MCOE shall deduct in accordance with CSEA dues schedule as provided by CSEA, dues from the wages of members of CSEA.

6.3 The MCOE shall refer all classified employees to the Chapter President or Labor Relations Representative for any questions regarding membership.

6.4 CSEA certifies that it shall maintain employee written authorization for deduction of membership dues.

6.5 The MCOE shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.

6.6 CSEA shall indemnify, defend and hold harmless the MCOE from any and all claims, demands, suits, or any other actions arising from the membership dues deduction provisions contained herein.

ARTICLE 7: SALARY & BENEFITS

(Negotiated changes effective 7/1/2023)

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

7.2 The County may consider credit for prior related experience and education for new hires, subject to approval by the Superintendent/designee.

7.3. Former employees rehired within one year of resignation and returning to the same classification will be granted their previous step.

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

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

7.6 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.

7.7 Supervising a Classroom

7.7.1 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.

7.7.2 Unit members who are qualified to serve as a substitute teacher (in their home room) shall be compensated at their normal daily rate (of pay) or current sub-rate (for district in which they are assigned), whichever is higher. MCOE shall pay the cost of a substitute Instructional Assistant to cover the Instructional Assistant position.

7.8 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%

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

7.8.2 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.

7.8.3 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 allows an employee to use their personal automobile for business, they shall be reimbursed at the current rate allowed by the County Office of Education.

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 unit members qualify for professional growth.

9.2 Half time to full time unit members will receive ongoing annual stipends in the following amounts and at the following thresholds:

- AA degree \$800
- BA degree \$1200
- MA degree \$1400

9.3 Unit members less than half time will receive ongoing annual stipends in the following amounts and at the following thresholds:

- AA degree \$400
- BA degree \$600
- MA degree \$700

9.4 All unit members may only receive one stipend at a time. Example: if a unit member earns a BA degree, they will only receive the BA degree stipend, not both the AA and BA degree stipends.

9.5 It is the responsibility of the unity member to provide the appropriate degree document to HR.

9.6 Stipends will begin the day HR confirms the degree from an accredited institution, through prorating the amount in the current school year if pay periods are still available, and then paying out the full amount the following school year and each year thereafter. A similar prorating process will be used when a less than half time unit member moves to half time or greater, providing the unit member with the increased stipend immediately at the prorated amount during the current school year (process will work in reverse for those half time to full time unit members who move to less than half time).

9.7 Stipends will be divided by the number of regular pay periods in a school year for each unit member and paid out in appropriate increments during those regular pay periods.

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 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

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 days' 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.

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 notification of vacancy to each bargaining unit member via email, by posting on the Human Resources Section of the MCOE website, and by posting the vacancy physically in the building where unit members work.

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 / Designee 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 / Designee shall send written layoff notice to the affected employee(s) not less than sixty (60) 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.

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 Surprise Valley – Alturas

Area 2 Stateline – Alturas

Area 3 Tulelake - Alturas

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)
- 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.

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 shall be notified in writing that they are being removed from the list. The chapter president will be copied on this notification. 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 nor shall seniority.

ARTICLE 15: EVALUATIONS

15.1 The probationary period for classified employees shall be 6 months or 130 days of paid service, whichever is longer. Probationary employees shall be evaluated at least once during their probationary period. Permanent employees with fewer than 3 years of service shall be evaluated at least once per school year. Permanent employees with 3 years of service, but fewer than 8 years of service shall be evaluated at least once every other school year. Permanent employees with 8 or more years of service shall be evaluated at least once every 5 school years. Nothing shall prevent additional evaluations for all employees, as deemed necessary by management.

15.2 The evaluator shall be a member of management as designated by the Superintendent / Designee.

15.3 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member, along with a discussion held around expectations and goals.

15.4 All evaluations shall be completed prior to the end of the school year during which the unit member is being evaluated, be in writing and on forms authorized by the Superintendent after input from CSEA.

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.

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 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. The amount deducted from the unit member's salary for leave purposes shall be the actual amount paid to the substitute employee, not to exceed the unit member's rate of pay.

16.1.4 A unit member will be required to submit a physician's note to the employer prior to returning to work when either an injury restricts the unit member from his/her duties [or] when the unit member is absent due to injury/illness for five consecutive workdays.

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.

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 personal leave.

16.4 Bereavement Leave

16.4.1 Each unit member shall be entitled to five (5) days paid bereavement leave, or six (6) days paid leave of absence for travel over 500 miles one way, on account of the death of any member of a family member in the following relations to the unit member: spouse, child, parent, sibling, grandparent, grandchild of employee or spouse, domestic partner, child-in-law, or any relative living in the immediate household of the employee. This leave does not need to be taken consecutively; days can be intermittent. The unit member must complete the bereavement leave within three (3) months of the family member's date of death, unless an extension is required under extraordinary circumstances and is requested of and granted by the Superintendent within the three months. This leave shall not be deducted from the unit member's sick leave allotment.

16.4.2 For the purpose of 16.4.1, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

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 there from 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 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)

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 CSEA business, discussions, and activities will normally be conducted by unit members or CSEA officials outside established work hours as defined in Article 10 herein, exclusive of meals and rest periods. CSEA representatives intending to conduct CSEA business on a campus or at a County facility will inform the Superintendent or designee of their intention to do so, and will introduce themselves at the reception of the area upon arrival at the work site. CSEA may conduct meetings and other activities at MCOE facilities if 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 are reasonably able to avoid participating in such meetings and activities.

18.2 CSEA may use MCOE & school mailboxes and MCOE 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 posting organization

18.3 Within forty-five (45) days, after final execution of the Agreement, the Superintendent shall update the MCOE website (www.modoccoe.k12.ca.us) with the current Agreement. An email copy will be sent to all unit members, and upon request a hard copy will be provided.

18.4 When considering services contracting, MCOE will follow all provisions of Education Code 45103.1

18.5 MCOE shall inform the CSEA President of all new unit members including their position and work site prior to their first day of work.

18.5.1 MCOE shall provide new unit members with a copy of the parties' current collective bargaining agreement. MCOE shall maintain a copy of the parties' collective bargaining agreement at the MCOE central office and on the MCOE website (www.modoccoe.org) for unit member reference.

ARTICLE 19: PROGRESSIVE DISCIPLINE

19.1 A classified employee shall serve a probationary period 6 months or 130 days of paid service, whichever is longer. The probationary period shall commence on the first day the employee actually renders service for the County Superintendent of Schools. At any time prior to the expiration of the six (6) month probationary period, the County Superintendent may, in his/her discretion, dismiss a probationary employee from employment. A probationary employee shall not be entitled to a hearing or any statement of reasons for such dismissal.

19.2 A permanent employee shall be subject to disciplinary action by the Modoc County Superintendent of Schools for cause upon the recommendation by the employee's supervisor, department head or

Superintendent's Designee. The causes and procedures for disciplinary action are contained within Superintendent's Policy 4217, and are identified below, and may be amended by the County Superintendent at his/her discretion.

1. Incompetence or inefficiency in the performance of the duties of his/her position.
2. Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directives of the Superintendent or the employee's supervisor.
3. Negligence in the performance of duty or in the care or use of property.
4. Falsifying any information supplied to the Modoc County Superintendent of Schools, including, but not limited to, information supplied on application forms, employment records, or any other Modoc County Superintendent of Schools records.
5. Failure or inability to perform duties and responsibilities assigned to an employee's position.
6. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
7. Dishonesty.
8. Drinking alcoholic beverages on the job or reporting to work while under the influence of alcohol.
9. Possession or use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011. Unauthorized use of narcotics; controlled substances, medication or other substances as to cause detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.
10. Conviction of any crime of moral turpitude, as understood in California criminal law.
11. Conviction of any felony. Conviction or arrest for any sex offenses as defined in the Education Code, or conviction of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
12. Repeated or unexcused absences or tardiness or absence or repeated tardiness without authority or sufficient reason.
13. Abuse of illness leave privileges.
14. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another employee or to any member of the public.
15. Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.
16. Violation of the Education Code, Superintendent Policy or rules of the Modoc County Superintendent of Schools.
17. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information. Unauthorized entry, copying, possession, use or viewing of any Modoc County Superintendent of Schools created information, lists, databases or the like. Unauthorized copying, possession, use or viewing of Modoc County Superintendent of Schools created information, lists, databases or the like for personal purposes. Unauthorized use or possession of Modoc County Superintendent of Schools equipment for personal purposes.
18. Violation of the Modoc County Superintendent of School's sexual harassment policy or the commission of any act of sexual harassment.
19. Conviction of any crime involving the sale or transporting of any illegal, restricted, regulated or controlled substance or drug.
20. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of this position.

21. For employees who drive a vehicle in the regular course of their employment: Failure to satisfy the insurability requirement of the Modoc County Superintendent of Schools' insurance carrier under the Modoc County Superintendent of Schools' regular insurance policies. The Modoc County Superintendent of Schools' ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
22. Abandonment of position as described in Superintendent Policy 4217.
23. Revealing confidential information, including, but not limited to, personnel and student records.
24. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of Modoc County Superintendent of Schools employee.
25. Unlawful retaliation against any of Modoc County Superintendent of Schools officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

19.3 In an effort to correct employee infractions, discipline will be implemented sequentially, except in the case of egregious conduct whereby immediate suspension, demotion, reduction in step pay in class, or dismissal is determined by the Superintendent to be appropriate, or where more severe discipline is required or permissible by law.

1st Written Warning

2nd Written Reprimand

3rd Suspension without pay, and/or additional options, per discretion of County Superintendent

19.3.1 Explanation of Progressive Discipline

Step 1: Written Warning – is defined as a formal written document presented to the employee by the supervisor or department head warning the employee of conduct pertaining to Cause. The written warning provides the **Facts** (i.e., what the employee did to warrant the warning), the **Rule(s) broken** (i.e., what rule, procedure, policy, etc. was violated via the conduct), the **Impact** of the behavior (i.e., what resulted negatively from the conduct), the **Directive/Suggestion** (i.e., the specific time in which the misconduct must be extinguished by the employee if s/he wishes to avoid the subsequent consequence [i.e., Written Reprimand] & a suggestion by the supervisor or department head to assist the employee to circumvent the misconduct in the future), and **Knowledge** (i.e., the employee is informed of where the document will be placed [i.e., personnel file] and the time frame thereof, and that the employee may attach a response to the document).

Step 2: Written Reprimand – is defined as the second written document emphasizing Cause. The Written Reprimand follows the same content as the Written Warning (i.e., Facts, Rules broken, Impact, Directive/Suggestion, and Knowledge).

Step 3: Suspension without Pay/Demotion/Reduction in Step Pay in Class/Dismissal – is defined as the consequence for not adhering to prior written directives issued by the employee's supervisor or department head. The employee is provided with a written document that explains the rationale for the recommended consequence (i.e., failure to comply with former written directives and/or additional cause/s). The length of the employee's suspension, if any, will be determined at the sole discretion of the County Superintendent. The employee is afforded the following option and information, only when either demotion, reduction in step pay in class, or dismissal is the proposed consequence.

- a. The right to request a hearing before the County Superintendent and to deny the charge(s)/cause(s) within five (5) days of the issuance of the recommended disciplinary document. Any hearing(s) are to be held according to Superintendent Policy 4217 as amended, or as otherwise required by law.

- b. The County Superintendent will consider staff recommendation(s) regarding the penalty to be imposed and all relevant information indicative of the identified cause(s) and may choose to change the recommendation to include one of the disciplinary options allowed by Superintendent Policy 4217, including but not limited to suspension without pay, demotion, reduction in step pay in class, or dismissal from service.

ARTICLE 20: 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 CSEA 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. The Superintendent recognizes and affirms the constitutional and statutory right of CSEA members to share information and perspectives relevant to matters of representation with bargaining-unit members and members of the public.

ARTICLE 21: 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 22: COMPLETION OF NEGOTIATION PROCESS

For the term of this Agreement (contract), the Parties relinquishes the right to meet and negotiate except as provided for in the reopening provision, unless both parties agree to meet.

ARTICLE 23: TERM

This Agreement shall remain in full force and effect up to and including June 30, 2026; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 1, 2025 of its request to modify, amend or terminate the agreement.

ARTICLE 24 REOPENERS

The term of this current Collective Bargaining Agreement is July 1, 2023 – June 30, 2026, therefore for the 2024/25 and 2025/26 school years, CSEA and/or Superintendent may submit proposals, no later than October 31, 2023 and October 31, 2024, respectively. Further, for the 2026/27 school year and successor agreement, the Association and/or Superintendent may submit proposals, no later than October 31, 2025, on any item within the scope of negotiations. Dates for the submission of intent to bargain or initial proposals may be modified only by mutual agreement of the Parties.

Collective Bargaining Agreement between the Modoc County Superintendent of Schools and the High Desert Classified Association

For the Superintendent;

For CSEA;

Misti Norby, Deputy Superintendent

Maria Villalobos, Chapter President

Ingrid Oliver, Director of Child Development

Jeffrey Otter, CSEA

APPENDIX A – Salary Schedule

MODOC COUNTY OFFICE OF EDUCATION
2023-2024 CLASSIFIED SALARY SCHEDULE - CSEA and it's HIGH DESERT CHAPTER #531
Effective July 1, 2023

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 13	Step 15	Step 17	Step 20
EHS Secretary	\$17.36	\$17.69	\$18.02	\$18.35	\$18.68	\$19.01	\$19.35	\$19.68	\$20.00	\$20.33	\$20.66	\$21.10	\$21.55	\$21.99	\$22.48
EHS Program Assistant	\$16.59	\$16.69	\$16.81	\$16.92	\$17.02	\$17.14	\$17.25	\$17.36	\$17.46	\$17.58	\$17.69	\$17.85	\$18.02	\$18.18	\$18.40
EHS Maintenance/Safety Specialist	\$16.59	\$16.86	\$17.14	\$17.41	\$17.69	\$17.97	\$18.24	\$18.51	\$18.79	\$19.07	\$19.35	\$19.73	\$20.12	\$20.50	\$20.94
EHS Parent Intern	\$16.59	\$16.69	\$16.81	\$16.92	\$17.02	\$17.14	\$17.25	\$17.36	\$17.46	\$17.58	\$17.69	\$17.85	\$18.02	\$18.18	\$18.40
EHS Family Support Worker	\$17.09	\$17.36	\$17.63	\$18.02	\$18.40	\$18.79	\$19.17	\$19.56	\$19.94	\$20.33	\$20.72	\$21.22	\$21.71	\$22.20	\$22.76
EHS Content Specialist	\$18.74	\$19.01	\$19.29	\$19.56	\$19.84	\$20.22	\$20.61	\$20.99	\$21.38	\$21.76	\$22.15	\$22.65	\$23.14	\$23.64	\$24.19
EHS Program Manager	\$20.94	\$21.38	\$21.82	\$22.27	\$22.71	\$23.14	\$23.58	\$24.02	\$24.47	\$24.91	\$25.35	\$25.90	\$26.45	\$27.01	\$27.66
IA (classroom/non-classroom)	\$17.09	\$17.58	\$18.07	\$18.58	\$19.07	\$19.56	\$20.06	\$20.55	\$21.05	\$21.55	\$22.04	\$22.65	\$23.25	\$23.86	\$24.52
Behavior Assistant	\$17.63	\$18.19	\$18.74	\$19.29	\$19.84	\$20.39	\$20.94	\$21.50	\$22.04	\$22.60	\$23.14	\$23.81	\$24.47	\$25.12	\$25.84
Student Transporter	\$16.59	\$17.08	\$17.58	\$18.07	\$18.56	\$19.35	\$19.89	\$20.45	\$20.99	\$21.55	\$22.10	\$22.65	\$23.20	\$23.75	\$24.30
Preschool IA	\$17.09	\$17.58	\$18.07	\$18.58	\$19.07	\$19.56	\$20.06	\$20.55	\$21.05	\$21.55	\$22.04	\$22.65	\$23.25	\$23.86	\$24.52
Preschool Teacher	\$23.14	\$23.70	\$24.25	\$24.80	\$25.35	\$25.90	\$26.45	\$27.01	\$27.55	\$28.11	\$28.65	\$29.32	\$29.98	\$30.63	\$31.35
Preschool Teacher/Intern	\$20.94	\$21.22	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50
PS Family Support Worker	\$16.81	\$17.09	\$17.36	\$17.63	\$17.91	\$18.19	\$18.46	\$18.74	\$19.01	\$19.29	\$19.56	\$19.89	\$20.22	\$20.55	\$20.94
ELP Program Coordinator	\$18.46	\$18.79	\$19.12	\$19.45	\$19.78	\$20.12	\$20.45	\$20.78	\$21.10	\$21.43	\$21.76	\$22.15	\$22.53	\$22.92	\$23.37
ELP Site Coordinator	\$17.36	\$17.58	\$17.79	\$18.02	\$18.24	\$18.46	\$18.68	\$18.90	\$19.12	\$19.35	\$19.56	\$19.84	\$20.12	\$20.39	\$20.72
ELP Project Leader	\$17.09	\$17.30	\$17.53	\$17.74	\$17.97	\$18.19	\$18.40	\$18.63	\$18.84	\$19.07	\$19.29	\$19.56	\$19.84	\$20.12	\$20.45
ELP Instructional Aide	\$16.59	\$16.69	\$16.81	\$16.92	\$17.02	\$17.14	\$17.25	\$17.36	\$17.46	\$17.58	\$17.69	\$17.85	\$18.02	\$18.18	\$18.40
TUPE Project Leader	\$17.09	\$17.30	\$17.53	\$17.74	\$17.97	\$18.19	\$18.40	\$18.63	\$18.84	\$19.07	\$19.29	\$19.56	\$19.84	\$20.12	\$20.45
Resource Aide-Specialized Health Care (CNA)	\$17.63	\$17.91	\$18.19	\$18.46	\$18.74	\$19.01	\$19.29	\$19.56	\$19.84	\$20.12	\$20.39	\$20.72	\$21.05	\$21.38	\$21.76
Resource Aide-Specialized Health Care (LVN)	\$19.84	\$20.17	\$20.50	\$20.83	\$21.16	\$21.50	\$21.82	\$22.15	\$22.48	\$22.81	\$23.14	\$23.53	\$23.91	\$24.30	\$24.80
Resource Aide-Specialized Health Care (RN)	\$23.14	\$23.64	\$24.14	\$24.63	\$25.12	\$25.63	\$26.12	\$26.61	\$27.11	\$27.61	\$28.11	\$28.65	\$29.21	\$29.76	\$30.42

Health and Welfare Cap = \$8,500.00

Longevity Stipends: \$1000 at 25 years (one time); \$1500 at 30 years (one time)

note: step placement is not necessarily correlated to year of service

Annual Stipends for Professional Growth (half to full time employees):

\$800 AA Degree

\$1200 BA Degree

\$1400 MA Degree

Annual Stipends for Professional Growth (less than half time employees):

\$400 AA Degree

\$600 BA Degree

\$700 MA Degree

Annual Stipends for EHS Additional Duties (half time to full time employees):

\$1500 Translator

\$1500 Mentor/Coach

Annual Stipends for EHS Additional Duties (less than half time employees):

\$750 Translator

\$750 Mentor/Coach

APPENDIX B – Holidays

New Year's Day

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Juneteenth

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.

APPENDIX C – Grievance Report Form

Level I

Level II

MODOC COUNTY OFFICE OF EDUCATION GRIEVANCE FORM

(to be used to initiate a grievance at Level I or II)

Directions: This form is to be completed by a member of the representation unit filing a grievance.

1.	Last Name	First Name	Middle
2.	Address		
3.	Home Telephone	Cell Phone	
4.	Date of Informal Conference	Participants	
5.	School Site	6. Position and Grade or Subject	
7.	Date Grievance Occurred		

GRIEVANCE: (clear, concise statement of circumstances and grievance)

CONTRACT PROVISION(S) VIOLATED, MISAPPLIED OR MISINTERPRETED – Indicate Article, Section and Page Numbers in HDCA Contract

8. **SPECIFY REMEDY SOUGHT:**

9. **CONFERENCE REQUESTED:** YES NO

10. Grievant's Signature Date

Original: Personnel

Distribution: Immediate Supervisor

Grievant

Association MCOE/CSEA

MODOC COUNTY OFFICE OF EDUCATION

REPLY TO LEVEL I GRIEVANCE

Date Grievance Level 1 Received:

Date Reply Sent to Aggrieved Person:

Date Conference Held, if requested _____

Name of Aggrieved Person:

Home Address: _____

School: _____

Position and Grade or Subject

Date of Presentation of Grievance to Immediate Supervisor: _____

Reply of Immediate Supervisor: (clear, concise statement of decision)

Immediate Supervisor Signature _____ **Date** _____

Date

Title

Origin

Original: Personnel

Distribution: Immediate Supervisor Grievant Association MCOE/CSEA

MODOC COUNTY OFFICE OF EDUCATION

**REPLY TO LEVEL II GRIEVANCE
or
APPEALED LEVEL I GRIEVANCE**

Date Level II Grievance or Appeal Received: _____

Date Reply Sent to Aggrieved Person:

Date Conference Held, if requested _____

Name of Aggrieved Person:

Home Address: _____

School: _____

Position and Grade or Subject

Date of Submission of Grievance or Appeal to MCOE Management:

Decision of Management: (clear, concise statement of decision)

MCOE Management Signature _____ Date _____

Date

Title

Original: Personnel

Distribution: Management

Distribution: Management Immediate Supervisor
 Grievant Association MCOE/CSEA

APPENDIX E – 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

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, or CSEA.

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.

MINIMUM DAY

A partial work day preceding a major holiday that is observed by the district / site in which the employee works.

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 has completed the probationary period described in Articles 15 & 19.

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.

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.

YEAR

A year is equal to 365 calendar days (12 months), unless otherwise specified.

A fiscal year is defined as July 1 through June 30.

An academic school year refers to the contracted number of workdays (181) beginning in August and ending in June.

Specific program years are defined as follows:

Head Start – 260 workdays

TPP / Workability – Individual Employee Payroll Worksheets

After-School Program – 185 workdays