AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE TAMALPAIS UNION HIGH SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #549

TERM

July 1, 2023 - June 30, 2025

Updated & Printed May 2024

TAMALPAIS UNION HIGH SCHOOL DISTRICT

Larkspur, California

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Larkspur, California

AGREEMENT

between

THE GOVERNING BOARD OF THE TAMALPAIS UNION HIGH SCHOOL DISTRICT

and

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATON, CHAPTER #549

This agreement is entered into by and between the Governing Board of the Tamalpais Union High School District (District) and the California School Employees Association, Chapter No. 549 (CSEA) and shall replace the previous Agreement between the Governing Board of the Tamalpais Union High School District and the California School Employees Association, Chapter No. 549, July 1, 2014 through June 30, 2016.

This Agreement constitutes the final agreement between these parties for the 2023-2024, and 2024-2025 school years. The term of the Agreement shall be July 1, 2016 through June 30, 2025.

Stanley J. Bransgrove
CSEA Labor Relations Representative

Date 3/8/2024

Dr. Tara Taupier, Superintendent
Tamalpais Union High School District

Date 3/8/24

Tim Mullery, President
CSEA, Chapter #549

Date 3/8/24

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ARTICLE I

Section A. Certification: Unit Definition

Pursuant to certification by the Public Employees Relations Board, The Tamalpais Union High School District recognizes the California School Employees Association, Tamalpais Chapter #549, as the exclusive representative for the following positions and employees serving in such positions:

Administrative Asst., Comprehensive High School
Administrative Secretary to the Asst. Superintendent, Educational Services
Analyst/Specialist, District Data
Assistant, Campus Staff
Assistant, Program
Assistant, Senior Program
Athletic Clerk
Athletic Trainer, Certified
Clerk, I
Clerk, II
Clerk, III
Clerk, IV
Clerk, Account
Clerk, Senior Account
Clerk, Senior Account/Payroll
Cook, Student Nutritional Services
Coordinator, Accounting – General Fund
Coordinator, Accounting – Modernization
Coordinator, Budget
Coordinator, Payroll
Coordinator, Print Shop
Custodian, Day
Custodian, Pool
Custodian, Night
Custodian, Lead Day
Custodian, Lead Night
Delivery/Warehouse Person
Groundsperson
Groundsperson, Lead
Maintenance Person
Maintenance Person, Lead
Maintenance Electrician
Maintenance, HVAC Technician
Maintenance Mechanic
Manager, Student Nutritional Services
Paraeducator
Printer
Reader
Secretary
Secretary, Administrative
Secretary, Alternative School
Specialist, College & Career
Specialist, Health
Specialist, Information Technology Data
Specialist, Information Technology Data/Dist. Office
Specialist, Information Technology Systems
Specialist, Library
Specialist, Senior Information Technology Data
Specialist, Service Center
Vending Machine Support Worker
Worker, Bindery
Worker, Student Nutritional Services

Section B. Management Rights

The District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act the exclusive power, duty, and the right to:

1. Direct the work of its employees.

2. Hire, promote, demote, discipline, dismiss, and retain its employees.

3. Maintain the efficiency of school district operations.

4. Exercise its powers and duties in respect to assignment of personnel.

5. Prepare, adopt, and administer its budget.

6. Nothing contained in this Agreement may be construed to divest the District of its management rights, duties, or responsibilities, except as may be specifically limited by terms and conditions of this Agreement.

Section C. Organizational Rights

1. The CSEA shall have the right of access at reasonable times to areas in which employees work.

2. In addition, the CSEA shall have the right to use bulletin boards designated for such use by the supervisor or building principal and to use existing mailboxes for delivery of CSEA communications.

3. In addition, the CSEA shall have the right to hold meetings subject to applicable facility use regulations.

4. The District shall provide a copy of this contract and any amendments to every employee in the bargaining unit.

5. The District shall not discriminate against any employee represented by CSEA on the basis of race, color, creed, age, sex, physical handicap, membership in any employee organization, or participation in the activities of an employee organization.

6. Two delegates from CSEA, if those delegates are 12-month employees, shall be granted paid release time of up to five days each per year for the purpose of attending the CSEA annual state conference.

   If one or both of those delegates are employees who work less than 12 months, then they will be granted paid release time only if the conference falls during their regularly scheduled work year.

   When choosing conference delegates, CSEA shall make every effort to minimally impact the workload at one particular site and/or department.

7. Classified bargaining unit employees shall have the right to representation on all district and site councils, committees, and leadership groups which involve shared decision making, issues which affect classified employees or issues which are of interest to classified employees. Classified employees have the right to vote and to participate in discussion. In weighted votes, each classified employee shall have one (1) vote. This right excludes cabinet meetings and management team meetings.

   Classified representatives on uncompensated district and site councils, committees and leadership groups will be appointed by CSEA or elected by classified employees at the site.

   Classified representatives on compensated district and site councils, committees and leadership groups will be selected according to Article X, Section H of this agreement.

8. Whenever a local option (i.e. schedule change) of the certificated bargaining unit involves an issue which impacts classified work year, work week, work day, work load or working conditions, the District shall meet with the CSEA bargaining team to assess the impact of that decision on classified bargaining unit members and provide the opportunity to negotiate any changes resulting from that decision.

9. The District shall provide the CSEA President with one copy of the complete Board of Trustees meeting agenda, except for materials that are for closed sessions.

10. Classified bargaining unit employees shall be included in the administrator evaluation process. CSEA unit employees shall be afforded the opportunity to confidentially and anonymously provide input on their own administrator/supervisor using a mutually-developed evaluation process.

11. When modifying current positions or creating new positions, the District will negotiate such modifications and the salary placement of new positions with CSEA. A District committee shall be established to develop and negotiate a school district calendar for the following year. The committee shall meet no later than April 1 of each year. CSEA shall have proportional representation on that school district calendar committee.

12. The District will ensure that CSEA is provided the opportunity to have their membership vote on their preferred proposed school district calendar prior to the District making a final recommendation to the Board.

13. The District and CSEA shall meet and negotiate the classified work calendars for the following year. The committee shall meet no later than April 1 of each year.

14. CSEA shall have the right to conduct quarterly orientation sessions on this Agreement and the rights and privileges of employees in the work site for bargaining unit employees during regular working hours at a time established by mutual agreement between CSEA and the District. These orientation sessions will be jointly with the District when appropriate.

Section D. Organizational Security

1. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

2. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

3. No employee shall be obligated to pay dues or services fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

4. Any employee who is a member of a religious body whose traditional tenets of teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 5019 (c) (3) or Title 26 of the Internal Revenue Code:
    a) The Marin Chapter of the United Way
    b) Marin County Shelter for Battered Women
    c) Make a Wish Foundation

5. Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

Section E. Dues and Service Fee Deductions

1. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

2. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorization shall remain in effect until expressly revoked in writing by the employee.

3. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA.

4. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

5. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

6. The employer shall immediately notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

7. The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorizations form shall not be required for such deductions.

8. CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

Section F Hold Harmless

1. CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or

administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

2. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.

3. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Section G Resource List

CSEA Legal Department
P.O. Box 640
San Jose, CA 95106

ARTICLE II WORKING CONDITIONS

Section A. Hours of Employment

1. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, and forty (40) hours except for Adult Education paraeducators. The workday for full time employees shall be eight (8) consecutive hours exclusive of lunch periods. The length of the workday shall be designated by the District for each employee. Each employee shall be assigned a fixed, regular number of hours. Any changes in regular hours shall be the subject of negotiations between the District and CSEA.

   Employees' regular hours may be temporarily rescheduled in case of an emergency. Employees shall have the right to refuse, for good cause. An emergency is defined as a condition that cannot be reasonably foreseen and is threatening to the health or safety of students or staff, or to District property. This provision shall not be used by the District to circumvent the overtime section of this Agreement nor to deny an employee any other rights.

2. All 6, 7 and 8 hour employees shall be entitled to a scheduled, uninterrupted lunch period. The length of the lunch period shall be no longer than one hour nor less than one half hour and shall be scheduled insofar as it is practicable at or about the midpoint of the work shift.

3. Employees shall be entitled to rest periods which, insofar as it is practicable, shall be scheduled in the middle of each work period. The rest periods are granted at the rate of fifteen (15) minutes per four (4) hours worked.

4. Adjustment of Assigned Time (Part Time Employees)
   Employees who are assigned a minimum of thirty (30) minutes per day in excess of their part time assignments for a period of twenty (20) consecutive working days or more, shall have their basic assignments changed to reflect the longer hours, in order to acquire all benefits on a properly prorated basis, effective with the next pay period.

5. A night shift differential of 2.5% (equal to .5 of a step) shall be paid to employees who commence work at noon (12:00 P.M.) or after and who also work after 5:00 P.M. This differential is already reflected in salary ranges for the following job classifications: 1. Night Custodian, 2. Program Assistant, and 3. Senior Program Assistant. Subject to Education Code section 45185, employees shall retain their night shift differential rate of pay when temporarily assigned to a non-differential shift as defined in this section.

6. From six up to eight hour positions can be increased without opening except in those cases where there is a senior person in the same job classification or on a bona fide re-employment list.

7. Special Activity Days - i.e. Staff Development, Instructional Improvement, District Back to School. Employees who attend special activity day functions and are not scheduled to work during that day, shall be compensated at their hourly rate of pay for the time that they attend the special activity. If the special activity occurs outside the employee's normal work hours and the employee works 40 hours during that week, the employee shall be compensated at the overtime rate that he/she spends at the special activity.

Section B. Overtime

1. Compensation, Definition, Categories

All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half the regular pay of the employee.

a) For a full time employee, overtime is defined to include any time worked in excess of eight (8) hours on any one shift, or in excess of forty (40) hours in any calendar week.

b) For employees who work at least four (4) hours but less than eight (8) hours per day, all hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

c) For employees who work less than four (4) hours per day, all hours worked beyond the work week of five consecutive days shall be compensated at the overtime rate commencing on the seventh consecutive day of work.

d) Overtime work shall be divided into two categories:

1. Overtime requested by a supervisor/administrator which is necessary to complete an employee's regular assignment/duties and is not subject to rotation.

2. All other tasks determined by a supervisor/administrator arising out of special needs of the District.

As defined in #2, overtime shall be rotated within site/classification among qualified employees on a strict rotation basis during each employee's regular work year. Employees shall have the right to reject any offer of overtime, providing it is not an emergency situation. Rejected overtime will rotate the employee to the bottom of the list.

e) The employee is responsible for submitting a monthly time sheet to their supervisor for all overtime accrued and/or used. The supervisor shall submit all such time sheets monthly to the District Business Office for tracking and payment purposes.

f) The District may hire outside the District only if there are no qualified bargaining unit employees available to work overtime.

g) The District will compile a list of custodians and other M&O personnel who wish to work overtime. This list will be used to hire employees for custodial and other M&O overtime assignments if there are no employees available to work as stated in 2 above. The Human Resources and M&O Offices shall compile the list during the month of August, and again at the end of the first semester, by circulating as form to all custodians and other M&O personnel. The list will be distributed to the Senior Director of Maintenance, Director of Custodial Services, assistant principals, and Lead Custodians, who will make a reasonable effort to rotate the distribution of overtime among employees on the list.

h) Refer to Appendix O (Supervision) for overtime compensation regarding supervision of games and activities.

2. Holidays

All hours worked on holidays designated by this Agreement shall be compensated at 2 times the regular rate of pay. Additionally, the employee shall receive 50 percent of the time worked in the form of compensatory time off.

3. Compensatory Time Off

As of January 1, 2018, the balance of all individual classified employee compensation hours will be reported to the Business Office on a monthly basis throughout the fiscal year. The employee is responsible for submitting a monthly timesheet to their supervisor for all compensatory time accrued and/or use. The supervisor shall submit all such time sheets monthly to the Business Office for tracking and payment purposes. An employee in the bargaining unit shall have the option of compensatory time off in lieu of cash compensation for overtime work. Such election shall be mutually agreed upon by the employee and the immediate supervisor prior to the time the overtime is to be worked.

If the District can only grant compensatory time off because of lack of money and the employee does not wish compensatory time off, it will be the same as rejecting overtime. Employees shall have an option on or before June 30th of each fiscal year to be paid out for part or all compensatory time earned during the fiscal year. Alternatively, compensatory time not taken within one (1) year in which it was earned shall be paid to the employee within 30 days after the expiration of the one (1) year. Only 240 hours of compensatory time off may be accumulated by an individual employee in accordance with the Fair Labor Standards Act.

Earned compensatory time shall be taken at a time that is mutually agreed upon by the employee and the supervisor.

For employees on split assignment or employees who earned compensatory time at one site and have transferred or been promoted to a position at another site, compensatory time earned at one site may be taken at another site by mutual agreement between the employee and the supervisors at both sites.

4. Minimum Call-In Time

Any employee called back to work, either before or after normal working hours or on a day not worked, shall receive not less than two (2) hours of pay at applicable rate, irrespective of the actual time worked.

Section C. Scheduling of Summer Work Days for Clerical Employees

1. For clerical employees working more than 215 days but less than 12 months, every effort shall be made to grant employees their requested non-work days, consistent with the needs of the district.

2. In case of insufficient coverage due to employees requesting the same time period off, allow for mutual discussion. Recognize seniority and allow for trade or rotation of first choice in successive years.

Guidelines for this section can be found in the Classified Employees Handbook.

Section D. Alternative Summer Work Week

1. All 11 and 12 month employees shall have the option of working a four day week of ten hours per day.

2. No employee or group of employees will be forced to work a four day work week.

3. It is the responsibility of the administration to have coverage for five days a week during normal business hours.

4. For any employee or group of employees, participation in this option is subject to approval of administration.

5. This is allowable by Section 45132 of the California Education Code:
"Notwithstanding the provisions of Section 45131, a governing board of a district may establish a 10 hours per day, 40 hour, four consecutive day workweek for all, or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through the employee organization representing a majority of the concerned employees or class or classes, of employees as determined by the payroll deduction authorizations for dues in classified employee organizations on file with the district on the last day of the month preceding the date the board action was taken."

6. For this section, the summer shall be defined as beginning the Monday after the last day of the regular school year and ending the Friday before the start of the following school year.

7. Staffing will be structured to provide coverage on all weekdays except the July 4th holiday. We want to make sure that schools are not in a vulnerable position because of lack of coverage. Schedules of coverage will be provided to the appropriate administrators.

8. The above requires that some employees will work Monday through Thursday, and others will work Tuesday through Friday. This schedule may be rotated among employees at a site.

9. Sick leave and other leaves will be deducted based on hours an employee would have been expected to work on any given day. Lead custodians or appropriate employees will be responsible that timesheets correctly reflect the four day schedule.

10. Employees will be encouraged not to use single vacation days.

11. Although it is anticipated that little or no overtime will be required of the employees concerned, it is agreed that the overtime rate will be paid for all hours worked in excess of ten hours per day, as well as work performed on the fifth, sixth or seventh day.

12. July 4 will be a paid holiday for employees affected. If the July 4 holiday falls on an employee's regularly scheduled day off, then the employee shall receive a substitute day off. (Ed Code 45206)

13. This section shall apply to 11 and 12 month positions only. Employees will have the option of the four day week.

14. Work schedules will be determined by site. The Administration reserves the right to revert to a five day week at any time, if the four day week is not working.

Section E. Summer Work

The District & CSEA agree to incorporate the provisions of Section 45102 of the Calif. Education Code in the application of assignments at times other than the regular work year (e.g., summer work).

An employee who accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits (sick leave, vacation, holidays) applicable to that classification during the regular academic year.

Section F. Work Year for 12-Month Employees

The work year for 12-month employees shall be 260 workdays including holidays and paid vacation days. Commencing with 2001-2002, in any fiscal year when the number of weekdays exceeds 260, the day(s) in excess of 260 shall be unpaid, non-workdays.

Unless the employee and their supervisor otherwise mutually agree in writing to another day or days within the same fiscal year, the unpaid non-workday(s) shall be the weekday(s) immediately preceding the New Year's Eve holiday.

ARTICLE III HOLIDAYS-CALENDAR

Section A. Declared Holidays

The District agrees to observe the following holidays:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, which shall be observed in accordance with the negotiated school calendar adopted by the Governing Board.
3. Lincoln Day, which shall be observed in accordance with the negotiated school calendar adopted by the Governing Board.
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day, July 4
8. Labor Day, first Monday in September
9. 10-month and 11-month employees: Yom Kippur Holiday
10. Holiday in lieu of Admissions Day, which shall be one-half day on Christmas Eve and one-half day on New Year’s Eve
11. Veterans' Day
12. Thanksgiving Recess shall include the Thanksgiving Week days Monday-Friday
13. Christmas Day, December 25
14. One additional half day, Christmas Eve
15. One additional half day, New Year's Eve

Section B. Other Holidays

In addition, any other day declared as a holiday by the President or the District Governing Board, or as a holiday for public schools by the Governor or the legislature, shall be granted as a holiday for classified employees.

Section C. Holiday Eligibility

Except as otherwise provided in this article, employees must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the holidays of Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be paid for those holidays providing that

they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Section D. Holidays on Weekends

When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

Section E. Holidays for Weekend Custodians

Except for number 3 below no holidays shall be taken on a Saturday or Sunday

1. Subject to number 2 below, when a holiday falls on a:
   Monday – the following Thursday shall be deemed to be that holiday.
   Tuesday – the following Thursday shall be deemed to be that holiday.
   Wednesday – the following Thursday shall be deemed to be that holiday.

2. When holidays fall on a consecutive:
   Monday & Tuesday – the following consecutive Thursday & Friday shall be deemed to be those holidays.
   Tuesday & Wednesday – the following consecutive Thursday & Friday shall be deemed to be those holidays.

3. If holidays for New Year's Eve, New Year's Day (January 1), Independence Day (July 4), Christmas Eve, or Christmas Day (December 25) fall on Saturday or Sunday, then the holiday shall be taken on that Saturday or Sunday.

4. If the work week includes Friday and Monday instead of Thursday and Friday, then the following holiday schedule shall be utilized.

   When a holiday falls on a:
   Monday – the holiday shall be taken on that day.
   Tuesday – the following Friday shall be deemed to be that holiday.
   Wednesday – the following Friday shall be deemed to be that holiday.
   Thursday – the following Friday shall be deemed to be that holiday.
   Friday – the holiday shall be taken on that day.

ARTICLE IV VACATION ALLOWANCE

A. For the first four years of service, all classified employees shall earn 5/6 of a working day as vacation allowance for each month worked.
(10 days per year)

B. Commencing with their fifth year of service, classified employees shall earn 1 1/4 working days of vacation for each month worked.
(15 days per year)

C. Commencing with their ninth year of service, classified employees shall earn 1 1/3 working days of vacation for each month worked.
(16 days per year)

D. Commencing with their eleventh year of service, classified employees shall earn 1 5/12 working days of vacation for each month worked.
(17 days per year)

E. Commencing with their twelfth year of service, classified employees shall earn 1 1/2 working days of vacation for each month worked.
(18 days per year)

F. Commencing with their thirteenth year of service, classified employees shall earn 1 7/12 working days of vacation for each month worked.
(19 days per year)

G. Commencing with their fourteenth year of service, classified employees shall earn 1 2/3 working days of vacation for each month worked.
(20 days per year)

H. Above vacation allowance shall be prorated for less than full time employees.

I. Employees terminating employment with less than six (6) months of service shall receive no vacation allowance.

J. Vacation allowances shall be based on full calendar months and prorated for less than full months.

K. Vacations for all employees shall be granted based on the needs of the district. A request by an employee may be granted when, in the determination of the district or immediate supervisor, the request is consistent with the needs of the district. Employees shall use the classified vacation request forms agreed to by the District and CSEA. (Appendix B)

School site employees who work less than twelve months shall not be allowed to take earned vacation on days schools are in session or on other days when they are assigned to work. However, any employee may request to be absent on vacation (rather than for illness) in the event of an emergency or other special occasion on any of the above days.

If the request is approved, the absence would be treated as leave without pay since the employee's monthly salary computation included payment for all assigned work days plus vacation plus holidays and longevity.

L. Vacation time is earned by June 30 of one fiscal year and should be taken by June 30 of the following fiscal year. The District and CSEA encourage employees to take all vacation earned in one fiscal year by June 30 of the following fiscal year. However, under certain circumstances, the employee may carry over vacation into the second fiscal year following the year that it was earned. Effective July 1, 2005, employees may not accrue more than two (2) years worth of vacation, except as allowed below. These circumstances are limited to the following:

1) If an illness or injury prevents an employee from using up vacation prior to the June 30 deadline, that unused vacation shall be carried over into the next fiscal year.

2) If the District has denied an employee's vacation request due to work load demands, the employee shall be able to carry over all unused vacation into the following fiscal year.

3) If an employee's written request is approved by the supervisor, an employee may, under special circumstances, carry over up to 15 days earned vacation to the next fiscal year.

M. An employee who is unable to use earned vacation due to L1 or L2 (above) may request one of two options:

1) Carry over the earned vacation to the following fiscal year.

2) Be paid for earned vacation days. The employee will be compensated at his/her rate of pay. The employee must declare this option in writing to his/her supervisor and the Payroll Department prior to the June 30 deadline. If the supervisor denies the request for pay in lieu of vacation days, a written appeal may be made to the Superintendent or designee for final decision.

N. If an employee, while on vacation, becomes ill the days of the illness shall be taken from accumulated sick leave and not counted as vacation. Before this sick leave is granted, the District may request, at employee expense, verification of the illness.

O. If a holiday, already granted under the terms of this Agreement, occurs during the vacation period of the employee, the holiday will not be counted as a vacation day.

P. Effective July l, 1981, for the purpose of this Article, years of service shall be determined by the period of time between an employee's date of hire and each succeeding anniversary of that date.

If an employee has a break(s) in service, years of service shall be determined by adding the years and fractions of years for each period of service.

Q. Each classified employee shall be granted one (1) additional day of vacation annually, the date to be determined by mutual agreement between the employee and the supervisor. No substitutes shall be hired for this extra day. Less than12-month employees shall get an actual day off, not payment for the additional vacation day.

Because of the nature of cafeteria duties, it will be necessary to add one day's pay in lieu of vacation. The additional vacation day will be added by the Payroll Coordinator to the worksheet that is prepared for cafeteria workers at the beginning of each school year.

ARTICLE V LEAVES AND ABSENCES

Section A. Sick Leave

1. Every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service.

2. Classified employees employed five (5) days a week, who are employed for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of months he/she is employed bears to twelve (12).

3. Classified employees employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of days he/she is employed per week bears to five (5).

4. Credit for sick leave need not be accrued by the employee prior to taking such leave, provided, however, that a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she is entitled under this provision until the first day of the calendar month after completion of six (6) months of service with the District. Use of such unearned sick leave shall not exceed that which can be credited for one year of employment.

5. If an absence exceeds three (3) days, a supervisor may request verification of the illness from a physician either during the illness or subsequent to the illness. If the District requires verification of the illness which is less than three (3) days, the cost of the medical examination and verification will be borne by the District.

6. When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

7. In accordance with Labor Code Section 233, an employee may use up to six (6) days of accrued and available sick leave annually to attend to an illness of a child, parent or spouse.

   This use shall be subject to the same conditions and restrictions that apply to the employee's use of sick leave for his or her own illness.

8. Except in cases of emergency all employees shall give notice of impending absence to the immediate supervisor during the working day preceding the absence.

9. If the District can demonstrate there is a pattern or an apparent abuse in the use of sick leave benefits by an individual, the District may request the employee to provide written verification of the illness or injury.

Section B. Personal Necessity

1. Not more than seven (7) days of sick leave in any school year may be used by the employee for the following purposes:

   a. Death of member of immediate family when additional leave is required beyond that provided for under the bereavement leave section of the Agreement.

      For purposes of this section, members of the immediate family shall include spouse, child, parent, sister, brother, parentinlaw, brother or sister in law, grandparent, grandchild, stepchild, stepparent, or any person living in the home of the employee. Additional members of the family may be included at the discretion of the Superintendent or designee.

   b. Court appearance as a witness or party litigant. Not more than two (2) days may be taken for this reason.

   c. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

      For purposes of this section, members of the immediate family are defined as in 1.a. above.

   d. Other reasons of compelling personal importance.

2. The employee shall be required to provide earliest practical advance notice for each absence.

Section C. Bereavement Leave

1. Classified employees are entitled to a leave of absence not to exceed three (3) days, or five (5) days if 200 miles or more of travel is required, on account of the death of any member of their immediate families. A sixth (6) day may be added at the discretion of the Superintendent or his designee to avoid undue hardship. No deduction shall be made from the salary of such employees nor shall such leave be deducted from leave granted by other sections of this Agreement.

2. For purposes of this section, members of the immediate family shall include spouse, child, parent, sister, brother, parentinlaw, brother or sister-in-law, grandparent, grandchild, stepchild, stepparent, or any person living in the home of the employee. Additional members of the family may be included at the discretion of the Superintendent or his designee to avoid undue hardship.

Section D. Critical Illness of a Member of Immediate Family

1. When a member of the immediate family of an employee is critically ill and it seems imperative that the employee be with that person, leave of absence without loss of pay may be granted. Such leave shall not exceed three (3) days.

   For purposes of this section, members of the immediate family shall include spouse, child, parent, sister, brother, parentinlaw, brother or sister-in-law, grandparent, grandchild, stepchild, stepparent, or any person living in the home of the employee. Additional members of the family may be included at the discretion of the Superintendent or designee.

Section E. Leave of Absence for Maternity, Family Care, Serious Health Condition, Child Rearing or Adoption

1. **Maternity Sick Leave**

Unit members who are pregnant or disabled because of pregnancy, childbirth or related serious illness and recovery therefrom may use sick leave as provided in this Agreement. The period of actual disability shall be supported by written statement from the employees' physician, provided, however, that the District may, at its option and expense, obtain another medical opinion. The District may require that the verification be updated every thirty days during the period of disability.

This article shall not be construed so as to deprive employees of leave rights mandated by the Education Code for absence due to illness resulting from pregnancy.

2. **Family Care & Medical Leave**

The District will be in compliance with the State Family Care & Medical Leave Act and the Federal Family & Medical Leave Act. (Refer to Board Policy 4161.8.)

All unit members who have served the district more than one continuous work year are eligible for this unpaid leave under the provisions of state and federal law. Family Care & Medical Leave may be used for the following reasons:

a. Because of the birth of the employee's child, and in order to care for the child.
b. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
c. In order to care for the employee's child, parent or spouse with a serious health condition.
d. Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job.

Family Care & Medical Leave shall not exceed twelve work weeks (60 days) during any twelve month period.

This leave shall be consecutive to other leaves in this article.

An employee may take accrued vacation time during the period of his or her Family Care & Medical Leave entitlement.

An employee taking Family Care & Medical Leave will continue to participate in the district provided health and medical plan during the period of the leave under the same terms and conditions which would apply if the employee were not on leave.

3. **Unpaid Parental Leave**

Unpaid leaves of absences, not to exceed one year, shall be granted to permanent employees of the bargaining unit for pregnancy and/or child-rearing.

Employees who intend to take such leaves shall notify the Superintendent or his/her designee at least ten work days prior to the beginning of the unpaid leave. This advanced notification

may be waived by the Superintendent or his/her designee in special circumstances and/or emergency cases.

No compensation, paid leave, or paid employee benefits will be granted during the unpaid leave.

Employees on parental leave must file with the Superintendent or his/her designee, four (4) weeks prior to the termination of the leave, a written statement of their intention to return at the end of the leave.

Employees on parental leave will be returned to the same classification and, where possible, to the same position held before the leave was granted.

4. **Adoption**

An employee who is adopting a child may be granted up to ten (10) days of unpaid leave for the purposes of processing the adoption.

An employee who has adopted a child may be granted up to ten (10) days of unpaid leave for the purposes of care of the child immediately after the adoption.

The District will continue to provide paid health and medical benefits for the unit member during the unpaid leave.

Section F. Military Leave of Absence

Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Such leave must be verified by copy of the official military orders requiring military duty.

Section G. Industrial Accident/Illness Leave of Absence

1. Employees shall be allowed up to one hundred (100) working days leave in any year for the same accident.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave will commence on the first day of absence.

4. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

5. When an industrial accident or illness occurs at a time when the full one hundred (100) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

6. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave which, when added to the workers' compensation award, provides for a full day's wage or salary.

7. During all paid leave of absence, under this section, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state.

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

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

10. An employee who has been placed on a reemployment list and who returns to service shall be returned to the salary placement and seniority placement based on hours worked prior to commencement of the leave.

Section H. Court Appearance

Absence due to jury duty or for court appearance other than as a litigant or as a witness under official order from another governmental agency for reasons not brought about through the connivance or misconduct of the employee, will be granted with pay up to the difference between the employee's regular pay and any amount he receives as jury or witness fee.

In case of appearance as a court witness, absence with pay shall not exceed two (2) days.

Section I. General Leave of Absence

The District may grant, at its discretion, unpaid leaves in addition to those granted under this section.

No compensation, paid leave, or paid employee benefits will be granted during the unpaid leave.

Section J. Short-Term Leave of Absence

1. Upon the request of the unit member, the Superintendent may grant paid short-term leave of absence of up to ten (10) days. (See Appendix LL)

2. Application shall be made at least ten (10) days prior to the possible leave.

3. The unit member shall reimburse the District for the cost of a substitute employee, out-of-class pay or overtime hours incurred while the employee was on leave.

4. The employee shall reimburse the District within ninety (90) calendar days of return.

ARTICLE VI TRANSFERS AND PROMOTIONS

Section A. Voluntary Transfers

1. Definition: The assignment of employees on a volunteer basis from one position to another position in the same job classification.

2. Procedure

   a. When a new position is created in an existing classification, or an existing position becomes vacant, and a work location thereby is below its allocation in that classification, the District shall give the opportunity to transfer to all employees serving in the same classification. Persons on the 39-month reemployment list in that classification have priority and 10 days to respond: see Article XV Layoff Procedures, sub head Reemployment Rights.

   b. Notices of opportunities for transfer shall be sent to the work locations of all employees in the appropriate classification and to the homes of employees on leave or vacation. Employees on leave or on vacation may authorize their Job Representatives or CSEA Chapter President to file for a transfer on their behalf. Vacancy notices shall be posted at all work sites for at least five workdays before the interview for the vacancy is held. A waiver of the 5-day requirement may be granted by mutual consent of the District and CSEA if all employees eligible for transfer have been contacted and have declined the transfer opportunity.

   c. If there is a single applicant for a lateral transfer, that employee shall be granted the transfer provided their most recent evaluation Meets Expectations or better. An employee who transfers may choose to return to their previous position within 3 months of the date they start work in the new position. Transferring employees will be evaluated within 3 months in the new position and may be returned to the previous position if the evaluation is overall less than Meets Expectations. In the case of a secretary transferring into a budget secretary position, the appointing supervisor shall conduct an interview. See Section E10 for exception.

   d. Employees may apply for a transfer by submitting a letter of application to the Superintendent or his designee. An employee with an overall unsatisfactory evaluation is not eligible for a transfer.

   e. The appointing supervisor (or committee as specified in Section E-2) shall interview those employees who have applied in order of their seniority and shall select the most senior applicant from among those employees who have applied for possible transfer provided he/she best meets the job qualifications and skill level desired to be successful in the position. For purposes of this Article only, “seniority” is defined as length of service in the employee’s job classification. The appointing supervisor may select a committee (as specified in Section E-2) to act in an advisory capacity.

   f. If there are no requests for voluntary transfer, then a separate vacancy notice shall be sent to the work locations of other District employees.

3. A probationary employee who has transferred shall have their next regular evaluation done collaboratively by both the current and former supervisors.

Section B. Involuntary Transfers

1. Definition: The assignment of employees, without the employees' consent, from one position to another position in the same job classification.

   a. Voluntary transfers will be solicited before involuntary transfers are made.
   b. Because of lack of funds and/or lack of work, the District may transfer the least senior employee from one position to another position in the same job classification. Such transfer shall not result in a loss of pay or benefits to the employee who shall be given at least ten work days advance notice and an opportunity to discuss the reasons for the transfer with the immediate supervisor before it becomes effective.

Section C. Promotions

1. The District and CSEA are committed to providing first consideration to bargaining unit members in any promotional opportunity and we are committed to hiring candidates with the education, experience, knowledge and potential to be successful in the position. Employees are encouraged by the District and CSEA to apply for promotional opportunities that they may be qualified to fill.

2. Notices of all job vacancies within the bargaining unit shall be posted at all work sites for at least five work days before the interview for the vacancy is held. During this time, employees within the unit may file for the vacancy by sending a letter of application, including any updated qualifications, to the Personnel Office. (Refer to item C8.) Any employees on leave, vacation, or on the 39-month reemployment list must be notified of the vacancy by the district at least five days before the interview for the vacancy is held. Any employees on leave, vacation or the 39 month reemployment list may authorize their Job Representative or CSEA Chapter President to file on their behalf.

3. The transfer provisions specified in this article shall be applied before the promotion provisions, except in the case of a new classification.

4. A probationary employee applying for promotion prior to his/her first evaluation shall have an evaluation written immediately by his/her supervisor. This evaluation shall be completed prior to the interview for the promotion.

5. Bargaining unit members shall be interviewed first and a selection decision made. If no bargaining unit member is selected, then the district will consider outside applicants.

6. In addition to the appointing supervisor, each interview committee shall consist of a minimum of one employee in the same classification as the open position, if appropriate, and one employee from a different work site. CSEA shall have the right to appoint one member to all interview committees for classified bargaining unit positions. The CSEA appointee may fulfill either one or both of the above requirements.

7. An interview committee shall interview the employees who have applied for promotion. The interview committee shall use the following criteria to assess candidates:
   a. Demonstrated ability to follow written and verbal instructions
   b. Demonstrated ability to establish and maintain cooperative relationships with students, staff and the public,
   c. Ability to demonstrate initiative and make independent decisions when necessary,
   d. Willingness and ability to learn,
   e. A pattern of quality service in previous positions

f. Possess the desirable qualifications listed under job description.

8. The interview committee will utilize the following in evaluating a candidate's qualifications:
   a. Interview
   b. Resume (*)
   c. Letters of recommendation (*)
   d. District application form (*)
   e. Letter of application, including any updated qualifications
   f. Education
   g. Prior experience
   h. Reference checks
   i. Awards/recognition
   j. Written and/or practical assessments conducted with the interview process
   k. Any other evidence of capability that the candidate may wish to submit

   (*) Current TUHSD employees are not required to submit these items. However, employees applying for promotions are encouraged to provide all personal data relevant for this position.

   Job postings for promotional opportunities should contain a direct reference to this section (Section C) of the contract.

   A candidate recommended to the Superintendent by the appointing supervisor shall be well qualified and have the skills needed to be successful in the position.

9. When the selection has been made, the senior applicant(s) not selected may, within five working days of the notice of the selection, present their objections to this selection to the Superintendent or designee. Grounds for the objections shall relate only to the selection recommendation having been made by the appointing supervisor in a manner that was arbitrary, capricious, discriminatory or exceeded the scope of their authority.

   Within five working days of receipt of such objections, the Superintendent or designee shall hear the objections and render a decision whether or not to uphold or rescind the selection.

10. Salary Placement: Employees temporarily or permanently promoted to a position of a range higher on the salary schedule shall receive the salary of the new position. Placement on the appropriate step of the new range shall be at a point which is closest to 5%, but not less than 4.9%, above that received in the former position.

11. There shall be a three month probationary period in promotional positions. If the employee receives an unsatisfactory evaluation, or if the employee so requests, the employee shall be returned to their former position. Article VIII (Evaluation Procedures), section C (Appeal) shall not apply to this section. To fill any position vacated by promotion, refer back to the beginning of Article VI. Except in layoff situations, or when there is a reemployment list, the vacated position will be filled either by transfer, promotion or the hire of a new 6-month probationary employee. The District will exercise the right to terminate any new 6-month probationary employee displaced by a promoted employee returning to their former position.

Section D. Outside Applicants

1. If no bargaining unit member applies or is selected via the promotion process outlined in Section C, the District will then advertise for outside applicants.

2. For consistency, the interview committee should be composed of the same individuals who participated in the promotional interview(s) for this position. See Section E below.

3. Outside candidates will be interviewed utilizing the same assessment and evaluation process outlined in Section C, items 7 and 8.

Section E. General Provisions

1. The provisions of Section C (Promotions), except item C 10, will apply to employees voluntarily seeking to move into a vacant position in a different classification, at the same or lower salary range.

2. In addition to the appointing supervisor, each interview committee shall consist of a minimum of one employee in the same classification as the open position, if appropriate, and one employee from a different work site. CSEA shall have the right to appoint one member to all interview committees for classified bargaining unit positions. The CSEA appointee may fulfill either one or both of the above requirements.

3. The Personnel Office shall notify candidates of the outcome within five working days of the selection.

4. Employees who have requested a transfer or who have applied for a promotion and been rejected will be given the criteria for such rejection in writing, if they so request within five working days of receiving notification of such rejection. The Personnel Office shall respond within five working days.

5. The District may consider alternative work or transfer for employees who have become medically unable to satisfactorily perform the work assigned to them.

6. All transfers and promotions shall be subject to review by the Superintendent or designee and shall be approved by the Governing Board.

7. Two employees within the same classification but working at different schools/work sites may request from the Superintendent or designee, to exchange schools/work sites. In order to protect seniority rights of all employees, the Superintendent or designee shall obtain approval from CSEA and the supervisors affected before finalizing the "Voluntary Exchange Transfer."

8. All interviews held pursuant to this Article shall be tape-recorded. The District will maintain the tape recordings on file for a period of 30 days after the selection. Each applicant shall have access to his/her taped interview during this period.

9. If an opening occurs in the same classification, the District has the option to use the original applicant list for a period of 60 days from the date of hire for which that list was created, provided that the transfer and promotion considerations of this agreement have been satisfied.

10. Applicants for Budget Secretary, including transfer, (other than incumbents) will be given a related practical exam.

11. When a bargaining unit member is promoted into a vacant position, the salary shall be adjusted (and the seniority date in the new position shall be effective) within ten working days after the employee’s acceptance of the position.

12. For both transfers and promotions, if there is an adjustment in District paid benefits per Article XI Section C., the benefits will be adjusted as of the first day of the month after the employee's acceptance of the position.

ARTICLE VII - SUBSTITUTES

Section A Education Code 45103 Definition:

1. Any person employed to replace a classified employee who is temporarily absent from duty.

2. Any person employed to fill a vacant position while the District is engaged in a procedure to hire a permanent employee. Such employment shall not be for more than 60 calendar days. The use of one or more substitutes does not extend the 60 calendar days.

Section B Process

1. The Human Resources Office will annually survey employees regarding their interest in substitute opportunities. (Appendix E).

2. The employee notifies the supervisor of absence at the earliest possible time, stating reason and estimated length of absence.

3. Supervisor decides whether or not a substitute is needed and, if so, full time or part time.

4. If a substitute is needed for more than ten (10) working days, the vacancy shall be filled in the following way.

    a. Procedure for On-Site Substitutes
        1. Supervisor shall consult the annual survey to determine site staff substitute interests.
        2. Consideration shall be given first to employees in the same classification; then employees in other classifications will be considered.
        3. If more than one person at the site is interested, the most senior employee possessing the qualifications and skill level shall be given the opportunity.
        4. Mutual agreement between supervisors is necessary prior to granting an employee the opportunity to substitute.
        5. Any position left vacant as a result of this procedure may be temporarily filled by the substitute list maintained in the Human Resources Office.

    b. If there is no interest on the part of site employees, the Supervisor will:
        1. Notify the Human Resources Office that no one is interested.
        2. Complete a "Request for Position Announcement" and send it to the Human Resources Office. The request may be made by telephone, fax, or e-mail followed by the form.
        3. The Human Resources Office shall distribute a notice to each site for posting on the "District Employment Opportunity Board." Notices shall be posted for two working days. In addition, Personnel may contact employees by mail, telephone, e-mail, and/or fax.
        4. The Human Resources Office will telephone District employees who have previously notified the Office of their interest to substitute in "out of class" opportunities, provided the employee meets the qualifications necessary to successfully provide the service.
        5. Mutual agreement between supervisors is necessary prior to granting an employee the opportunity to substitute.
        6. Lateral transfers from site to site are excluded.

        7. If more than one person in the District is interested in the open position, the

most senior employee possessing the qualifications and skill level shall be given the opportunity.

8. Any position left vacant as a result of this procedure may be temporarily filled by the substitute list maintained in the Human Resources Office.

c. If no District employees wish to substitute:

1. Supervisor contacts the Human Resources Office who arranges for a substitute from their substitute list.
2. The Human Resources Office may recruit from applications on file, advertise in newspapers, etc.

5. This article is not grievable.

ARTICLE VIII EVALUATION PROCEDURES

Section A. Purpose

The purpose of an evaluation is to assess, critique, commend, and improve performance.

Section B. Procedure

1. Probationary employees shall be evaluated by their immediate supervisors no later than the end of their third and sixth months of service in their positions, on the report form agreed upon between the District and CSEA and furnished by the Human Resources Office. The performance rating completed at the end of eight months of service must indicate at least overall satisfactory job performance in order for employees to successfully complete their six month probationary period and achieve permanency in the District. The anniversary date is the first day of permanent status at the end of the probationary period.

   For the purpose of this article, the anniversary date for promoted employees shall be the first day in paid status in the new position.

   A probationary employee applying for promotion prior to his/her first evaluation shall have an evaluation written immediately by their supervisor. This evaluation shall be completed prior to the interview for the promotion.

2. For the second year of employment, a permanent employee shall be evaluated by his/her supervisor during the month of January, except as specified in 7 below. Employees who become permanent after September 1 of any year shall receive their first annual evaluation the second January after permanence. At the end of the second year at the evaluation conference, a permanent employee and his/her supervisor may mutually agree to evaluate on a two-year cycle. Either party has the right to return to the one-year cycle with notice by November 1 preceding the January evaluation.

3. The immediate supervisor is one who has direct knowledge of the employees' work performance and duties, and is not a member of the CSEA bargaining unit.

4. The following shall be subject to evaluation: quality of work performed, quantity of work performed, attitude, attention to duty, attention to safety, cooperation, dependability and initiative. The evaluation form shall provide for a statement of commendations and recommendations.

5. The immediate supervisor shall present the evaluation to the employee being evaluated and discuss with the employee the evaluation, including the criteria, evaluation goals, job description, and any written material used as a basis for the evaluation. A copy of the evaluation shall be given to the employee at this meeting. The employee's signature on the form indicates receipt of a copy and review of the evaluation, not necessarily agreement with its contents. The employee may request a representative to be present at such a meeting to discuss an unsatisfactory evaluation.

6. The completed evaluation shall not be entered in the employee's personnel file until the employee has been given thirty calendar days to prepare a response. The employee's response, if any, shall be attached to the evaluation report.

7. If an employee receives an unsatisfactory evaluation, there shall be an additional formal written evaluation within a six month period.

8. If the workload is increased due to absences or resignations, employees shall not be negatively evaluated if it is not reasonably possible to complete the work at the previous standard due to the increased workload.

9. Scheduled evaluations of employees who have been assigned significant new duties as result of layoffs will give due consideration to the employee's experience and training received in performing the assigned duties.

Section C. Appeal

Within ten workdays of receipt of any overall less than satisfactory evaluation, an employee may appeal to the Superintendent or their designee for a review. When a review is requested, an appeal panel shall be constituted to make a recommendation to the Superintendent or designee. The panel shall consist of a member appointed by the Superintendent or their designee, a member appointed by CSEA and a member mutually appointed by the CSEA President and the Superintendent or designee to serve as chair. No member of the panel shall be from the site/department of the employee appealing.

The employee and his/her representative shall be given an opportunity to present the appeal. The evaluator shall have an opportunity to present and clarify his/her position.

The recommendation of the panel shall be made to the Superintendent or designee in writing. The Superintendent or designee shall review the recommendation and make a decision. The Superintendent or designee's decision is final. All appeal matters are confidential. It is the intent that the process take no more than 30 working days from initial receipt of the appeal.

Section D. Commendation

Special Evaluation: An employee's supervisor may at any time prepare a notice of commendation. The completed form is to be signed by the employee to indicate receipt and the employee shall be given a signed copy.

Section E. Personnel Files

1. An employee shall be permitted to review and obtain a copy of the materials in his/her personnel file which may serve as a basis for affecting his/her evaluation or which may serve as a basis for affecting the status of his/her employment.

2. This material is not to include ratings, reports or records that were obtained prior to the employment of the person involved, were prepared by identifiable selection committee members, or were obtained in connection with a promotional selection process. However, an employee shall have access to his/her numerical scores obtained as a result of a written examination.

3. An employee shall have the right to inspect such materials upon request and permission shall be granted provided that the request is made during regular office hours at a time when the employee is not actually required to render services to the District.

4. An employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity during the school day and with compensated release time to review the material and to prepare a written response to such material. The written response shall be attached to the material.

5. Derogatory materials in an employee's personnel file that are at least four (4) years old and which are not required to be permanently maintained, may be removed from the personnel file at the employee's request.

6. An employee may have a CSEA representative present when he/she inspects his/her file or may authorize, in writing, a CSEA representative to review and/or obtain copies of the materials in his/her personnel file.

7. The person or persons who prepare material to be placed in an employee's personnel file shall sign and date the material and shall indicate in writing that the material is to be placed in the employee's personnel file.

8. Upon request, an employee shall have the right to have materials placed in his/her personnel file.

9. Except for the employee and the employee's authorized CSEA representative, access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Trustees members may request the review of an employee's file in preparation for a personnel session of the Board of Trustees.

10. The contents of all personnel files shall be kept in the strictest confidence.

ARTICLE IX GRIEVANCE PROCEDURES

Section A. Definition

1. A grievance is an allegation by a grievant that they have been adversely and directly affected by a misapplication, misinterpretation, or violation of this Agreement, or of the District Disciplinary Action Procedure Policy.

2. As used in this section, the term "grievant" shall mean an employee or group of employees of the bargaining unit or the CSEA.

3. A working day shall be defined as a regular workday for the District Office.

Section B. Procedure: Employee Grievance

A grievance shall be presented and adjusted in accordance with the following procedures:

1. Level I Informal Discussion with Supervisor

   a. Within 20 working days after the occurrence or knowledge of the occurrence which forms the basis of a grievance, grievant may go to his/her supervisor either (1) individually or (2) accompanied by a representative with the objective of resolving the matter informally. If the problem is solved, or if the grievant does not wish to take further steps, the grievance shall be judged to be resolved and no further steps shall be taken.

2. Level II Formal Discussion with Supervisor

   a. If the problem is still unresolved after Level I, the grievant shall within ten (10) working days from failure to resolve at Level I, present a statement of grievance in writing to his/her supervisor. If the grievance involves more than one employee and with different supervisors, it may be filed at Level III.

   b. The written grievance shall include:

      1) A citation of the portion of this contract, or of the Disciplinary Action Procedure policy.

      2) A description of the grounds of the grievance, including date(s) of event(s) leading to it, and including date(s) and outcome of any informal attempts at resolution of the grievance.

      3) A statement of the reasons why the specific actions identified above are an issue.

      4) A listing of the specific remedies which the grievant desires.

   c. After the grievance has been presented, it may be discussed with the supervisor:

      1) By grievant on his/her own behalf

      2) By grievant accompanied by another employee who is a member of the bargaining unit.

3) By grievant accompanied by a representative of the CSEA, if the grievant so requests.

4) By CSEA on behalf of the employee(s).

d. The supervisor shall communicate his/her decision to the grievant and his/her representative, if any, within ten (10) days after receiving the written notice.

e. Either party to the grievance shall have the right to request a conference in order to resolve the grievance.

f. If the problem is resolved or if the grievant does not wish to take further steps, the case is closed.

3. Level III Superintendent or Designee

a. Within ten (10) working days after receiving the decision of the supervisor, the grievant, or his/her representative, may appeal the decision to the Superintendent or his designee. The appeal shall be accompanied by a copy of the decision reached at Level II. A grievance involving more than one employee and more than one supervisor may be filed at this level.

b. Within ten (10) working days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance, giving all persons who participated in Level II and representatives, if any, an opportunity to be heard. Upon request of the Superintendent or his designee, or the employee and his/her representative, the parties will meet together.

c. Within twenty (20) working days after delivery of the appeal, the Superintendent or his designee shall communicate the decision in writing, together with supporting reasons, to the grievant and, if any, to the representative of the employee who participated at this level, to the supervisor/administrator. The decision of the Superintendent or his designee shall be final, unless appealed to the next level.

4. Level IV Advisory Arbitration

a. If the grievance is not resolved satisfactorily, the CSEA may request that the grievance be submitted to arbitration, within twenty (20) working days of receipt of the Superintendent or his designee's decision, by informing the District and requesting from the State Conciliation/Mediation Service a list of five (5) arbitrators.

b. Within five (5) working days of receipt of the list, the parties' designated representatives shall alternately strike names to arrive at the “agreed to arbitrator.”

c. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted at the time of the hearing and in writing (if post-hearing briefs are submitted).

d. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted or rejected by a vote of the Board of Trustees of the District. If the decision is rejected by the Board, it shall be rejected by at least four members of the Board.

e. Each party shall bear its own costs of advocacy and the expenses of fees of the arbitrator and court reporter, if any, shall be shared equally. Should the District Board of Trustees reject the arbitrator's decision, the District shall then bear the full costs of the arbitrator, including the expenses and fees, of a court reporter if a court reporter is utilized.

f. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

Section C. General Provisions: Grievance

1. Whenever a conference involving a supervisor/administrator and a grievant is held as part of the grievance procedure during the grievant's normal assigned work day, the grievant shall be provided released time for attendance at that conference.

2. If the grievant requests a representative present at such a conference, and the representative also requires released time in order to be present, such released time shall be granted by the supervisor.

3. Any written preparation for the grievance or any part of the procedure shall be done at times other than during working hours.

4. If an employee does not request representation by the CSEA, the CSEA shall receive a copy of the written grievance filed at Level II.

5. No agreement to a resolution of a grievance shall be declared until the CSEA has been given a copy of the grievance, the proposed resolution, and an opportunity to file a written response to the proposed resolution.

ARTICLE X - SALARY AND ALLOWANCES

Section A. Salary Ranges

14.0	Bindery Worker
14.5	Clerk I
15.0	Food Service Worker
15.5	Account Clerk
16.0	Food Service Cook
16.5	Clerk II
16.5	Service Center Specialist
16.5	Reader
17.0	Clerk III
17.0	Campus Staff Assistant
17.0	Day Custodian
17.5	Night Custodian
17.5	Delivery/Warehouse Person
17.5	Clerk IV
18.0	Program Assistant
18.5	Athletic Clerk
19.0	Food Service Manager
19.0	Senior Account Clerk
19.5	DayCustodian/Pool Responsibilities
19.5	Groundsperson
19.5	Library Specialist
20.0	Senior Program Assistant
20.0	Printer
20.5	Paraeducator
21.5	Secretary
21.5	Senior Account Clerk/Payroll
22.0	Lead Night Custodian
22.5	Alternative School Secretary
22.5	College & Career Specialist
22.5	Wellness Outreach Specialist
22.5	Information Technology Data Specialist / District Office
22.5	Secretary, Budget
23.5	Administrative Secretary
23.5	Information Technology Data Specialist/District
23.5	Lead Groundsperson
23.5	Health Specialist
23.5	Lead Day Custodian
23.5	Maintenance/Mechanic
23.5	Maintenance Person
23.5	Athletic Trainer, Certified
24.0	Maintenance/Electrician
24.0	Payroll Specialist
24.5	Administrative Assistant – Comprehensive High School
24.5	Information Technology Data Specialist
24.5	Information Technology Systems Specialist
24.5	Lead Maintenance Person
25.0	Administrative Secretary to the Assistant Superintendent, Educational Services
25.5	Senior Information Technology Data Specialist
25.0	Administrative Secretary, Maintenance & Operations
25.5	Accounting Coordinator – Modernization

26.0	Budget Coordinator
26.0	Accounting Coordinator – General Fund
26.0	Payroll Coordinator
26.5	District Data Analyst/Specialist
26.5	Print Shop Coordinator
26.5	Network Specialist
26.5	Maintenance HVAC Technician

Section B. - Salary Schedule

Effective July 1, 2023

Classified Salary Schedule - With 4.77% Salary Increase for 2023/24

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
10.0	17.23	18.11	18.99	19.94	20.91	22.01	23.09	24.24	25.46	26.72
10.5	17.66	18.57	19.46	20.45	21.47	22.54	23.70	24.84	26.10	27.39
11.0	18.11	18.99	19.94	20.91	22.01	23.09	24.24	25.46	26.72	28.06
11.5	18.57	19.46	20.45	21.47	22.54	23.70	24.84	26.10	27.39	28.80
12.0	18.99	19.94	20.91	22.01	23.09	24.24	25.46	26.72	28.06	29.49
12.5	19.46	20.45	21.47	22.54	23.70	24.84	26.10	27.39	28.80	30.21
13.0	19.94	20.91	22.01	23.09	24.24	25.46	26.72	28.06	29.49	30.96
13.5	20.45	21.47	22.54	23.70	24.84	26.10	27.39	28.80	30.21	31.72
14.0	20.91	22.01	23.09	24.24	25.46	26.72	28.06	29.49	30.96	32.50
14.5	21.47	22.54	23.70	24.84	26.10	27.39	28.80	30.21	31.72	33.31
15.0	22.01	23.09	24.24	25.46	26.72	28.06	29.49	30.96	32.50	34.14
15.5	22.54	23.70	24.84	26.10	27.39	28.80	30.21	31.72	33.31	35.01
16.0	23.09	24.24	25.46	26.72	28.06	29.49	30.96	32.50	34.14	35.85
16.5	23.70	24.84	26.10	27.39	28.80	30.21	31.72	33.31	35.01	36.74
17.0	24.24	25.46	26.72	28.06	29.49	30.96	32.50	34.14	35.85	37.62
17.5	24.84	26.10	27.39	28.80	30.21	31.72	33.31	35.01	36.74	38.56
18.0	25.46	26.72	28.06	29.49	30.96	32.50	34.14	35.85	37.62	39.54
18.5	26.10	27.39	28.80	30.21	31.72	33.31	35.01	36.74	38.56	40.53
19.0	26.72	28.06	29.49	30.96	32.50	34.14	35.85	37.62	39.54	41.48
19.5	27.39	28.80	30.21	31.72	33.31	35.01	36.74	38.56	40.53	42.51
20.0	28.06	29.49	30.96	32.50	34.14	35.85	37.62	39.54	41.48	43.52
20.5	28.80	30.21	31.72	33.31	35.01	36.74	38.56	40.53	42.51	44.65
21.0	29.49	30.96	32.50	34.14	35.85	37.62	39.54	41.48	43.52	45.72
21.5	30.21	31.72	33.31	35.01	36.74	38.56	40.53	42.51	44.65	46.86
22.0	30.96	32.50	34.14	35.85	37.62	39.54	41.48	43.52	45.72	48.01
22.5	31.72	33.31	35.01	36.74	38.56	40.53	42.51	44.65	46.86	49.23
23.0	32.50	34.14	35.85	37.62	39.54	41.48	43.52	45.72	48.01	50.44
23.5	33.31	35.01	36.74	38.56	40.53	42.51	44.65	46.86	49.23	51.67
24.0	34.14	35.85	37.62	39.54	41.48	43.52	45.72	48.01	50.44	52.92
24.5	35.01	36.74	38.56	40.53	42.51	44.65	46.86	49.23	51.67	54.27
25.0	35.85	37.62	39.54	41.48	43.52	45.72	48.01	50.44	52.92	55.61
25.5	36.74	38.56	40.53	42.51	44.65	46.86	49.23	51.67	54.27	56.95
26.0	37.62	39.54	41.48	43.52	45.72	48.01	50.44	52.92	55.61	58.36
26.5	38.56	40.53	42.51	44.65	46.86	49.23	51.67	54.27	56.95	59.81
27.0	39.54	41.48	43.52	45.72	48.01	50.44	52.92	55.61	58.36	61.28
27.5	40.53	42.51	44.65	46.86	49.23	51.67	54.27	56.95	59.81	62.82
28.0	41.48	43.52	45.72	48.01	50.44	52.92	55.61	58.36	61.28	64.34
28.5	42.51	44.65	46.86	49.23	51.67	54.27	56.95	59.81	62.82	65.95
29.0	43.52	45.72	48.01	50.44	52.92	55.61	58.36	61.28	64.34	67.56
29.5	44.65	46.86	49.23	51.67	54.27	56.95	59.81	62.82	65.95	69.25
30.0	45.72	48.01	50.44	52.92	55.61	58.36	61.28	64.34	67.56	70.93

Board Approved: April 18, 2023

Section B. - Salary Schedule

Effective July 1, 2024

Classified Salary Schedule - With 0.38% Salary Increase plus Step 11 for 2024/25

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
10.0	17.30	18.18	19.06	20.02	20.99	22.09	23.18	24.33	25.56	26.82	28.17
10.5	17.73	18.64	19.53	20.53	21.55	22.63	23.79	24.93	26.20	27.49	28.91
11.0	18.18	19.06	20.02	20.99	22.09	23.18	24.33	25.56	26.82	28.17	29.60
11.5	18.64	19.53	20.53	21.55	22.63	23.79	24.93	26.20	27.49	28.91	30.32
12.0	19.06	20.02	20.99	22.09	23.18	24.33	25.56	26.82	28.17	29.60	31.08
12.5	19.53	20.53	21.55	22.63	23.79	24.93	26.20	27.49	28.91	30.32	31.84
13.0	20.02	20.99	22.09	23.18	24.33	25.56	26.82	28.17	29.60	31.08	32.62
13.5	20.53	21.55	22.63	23.79	24.93	26.20	27.49	28.91	30.32	31.84	33.44
14.0	20.99	22.09	23.18	24.33	25.56	26.82	28.17	29.60	31.08	32.62	34.27
14.5	21.55	22.63	23.79	24.93	26.20	27.49	28.91	30.32	31.84	33.44	35.14
15.0	22.09	23.18	24.33	25.56	26.82	28.17	29.60	31.08	32.62	34.27	35.99
15.5	22.63	23.79	24.93	26.20	27.49	28.91	30.32	31.84	33.44	35.14	36.88
16.0	23.18	24.33	25.56	26.82	28.17	29.60	31.08	32.62	34.27	35.99	37.76
16.5	23.79	24.93	26.20	27.49	28.91	30.32	31.84	33.44	35.14	36.88	38.71
17.0	24.33	25.56	26.82	28.17	29.60	31.08	32.62	34.27	35.99	37.76	39.69
17.5	24.93	26.20	27.49	28.91	30.32	31.84	33.44	35.14	36.88	38.71	40.68
18.0	25.56	26.82	28.17	29.60	31.08	32.62	34.27	35.99	37.76	39.69	41.64
18.5	26.20	27.49	28.91	30.32	31.84	33.44	35.14	36.88	38.71	40.68	42.67
19.0	26.82	28.17	29.60	31.08	32.62	34.27	35.99	37.76	39.69	41.64	43.69
19.5	27.49	28.91	30.32	31.84	33.44	35.14	36.88	38.71	40.68	42.67	44.82
20.0	28.17	29.60	31.08	32.62	34.27	35.99	37.76	39.69	41.64	43.69	45.89
20.5	28.91	30.32	31.84	33.44	35.14	36.88	38.71	40.68	42.67	44.82	47.04
21.0	29.60	31.08	32.62	34.27	35.99	37.76	39.69	41.64	43.69	45.89	48.19
21.5	30.32	31.84	33.44	35.14	36.88	38.71	40.68	42.67	44.82	47.04	49.42
22.0	31.08	32.62	34.27	35.99	37.76	39.69	41.64	43.69	45.89	48.19	50.63
22.5	31.84	33.44	35.14	36.88	38.71	40.68	42.67	44.82	47.04	49.42	51.87
23.0	32.62	34.27	35.99	37.76	39.69	41.64	43.69	45.89	48.19	50.63	53.12
23.5	33.44	35.14	36.88	38.71	40.68	42.67	44.82	47.04	49.42	51.87	54.48
24.0	34.27	35.99	37.76	39.69	41.64	43.69	45.89	48.19	50.63	53.12	55.82
24.5	35.14	36.88	38.71	40.68	42.67	44.82	47.04	49.42	51.87	54.48	57.17
25.0	35.99	37.76	39.69	41.64	43.69	45.89	48.19	50.63	53.12	55.82	58.58
25.5	36.88	38.71	40.68	42.67	44.82	47.04	49.42	51.87	54.48	57.17	60.04
26.0	37.76	39.69	41.64	43.69	45.89	48.19	50.63	53.12	55.82	58.58	61.51
26.5	38.71	40.68	42.67	44.82	47.04	49.42	51.87	54.48	57.17	60.04	63.06
27.0	39.69	41.64	43.69	45.89	48.19	50.63	53.12	55.82	58.58	61.51	64.58
27.5	40.68	42.67	44.82	47.04	49.42	51.87	54.48	57.17	60.04	63.06	66.20
28.0	41.64	43.69	45.89	48.19	50.63	53.12	55.82	58.58	61.51	64.58	67.82
28.5	42.67	44.82	47.04	49.42	51.87	54.48	57.17	60.04	63.06	66.20	69.51
29.0	43.69	45.89	48.19	50.63	53.12	55.82	58.58	61.51	64.58	67.82	71.20
29.5	44.82	47.04	49.42	51.87	54.48	57.17	60.04	63.06	66.20	69.51	72.99
30.0	45.89	48.19	50.63	53.12	55.82	58.58	61.51	64.58	67.82	71.20	74.76

Board Approved: June 27, 2023

Section C. Longevity

In addition to the amount indicated in the salary schedule, the following amounts shall be added for length of service:

1. $150.00 per month beginning the first month following completion of ten (10) years of service.

2. $225.00 per month beginning the first month following completion of fifteen (15) years of service.

3. $300.00 per month beginning the first month following completion of twenty (20) years of service.

4. $375.00 per month beginning the first month following completion of twenty-five (25) years of service.

Section D. General Provisions: Salaries

1. All regular paychecks of employees shall be itemized to include, if possible, all deductions made from the employees' payment.

2. All employees shall be paid once per month for those months in which they have worked. Payment shall be made to employees on the last workday of the month, except for hourly employees who shall receive payment on the 15th day of each month. If a regular payday falls on a holiday, the payment shall be issued, when possible, on the preceding workday. Overtime pay shall be paid to employees on the 15th day of the month following the month that the overtime was earned.

3. As governed by law, the District will calculate supplemental wage taxes by adding the supplemental and regular wages for the most recent payroll period together, then figuring the income tax withholding as if the total were a single payment, subtracting the tax already withheld from the regular wages, and withholding the remaining tax from the supplemental wages.

4. Any paycheck which is lost after issuance shall be replaced by the next regular pay date if the employee's request for replacement is made in time to allow inclusion of the replacement check among those being processed for payment on that pay date.

5. Employees who are required to use their vehicles as part of their assignment shall be reimbursed at the current District approved rate.

6. Employees who are required as part of their assignments to have meals or take lodging away from the District may file a claim and be reimbursed for their actual and necessary travel expenses within current District policies, rules and regulations.

7. When the District requires employees to take physical examinations as a condition of continued employment, or when required by law, the District shall provide for the examination.

8. Payroll errors shall be corrected in accordance with applicable law as amended from time-to-time. As of June 2005, Education Code Section 45167 provides: *Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.*

9. Computations for employees who work less than twelve months a year: bargaining unit employees who work less than twelve months a year shall have their annual salaries computed as follows:

   a. For each employee, the number of paid workdays is added to the number of paid holidays plus the number of paid vacation days to obtain the total days. The specific dates each employee is expected to work shall be determined by the employee's supervisor.

   b. The established hourly rate of pay is multiplied first by the number of work hours each day, and then by the total days determined in D.9.,a. above with longevity pay added, if required.

   c. These computations shall not result in any loss of pay (when compared to previous computation methods) for any affected employees. Any reduction in the annual number of workdays shall be subject to negotiations with CSEA.

   d. No later than September 30 of each school year, employees shall be furnished with a copy of the computation described above. A revised computation shall be sent to the employees whenever a new salary schedule is negotiated and ratified by both parties. Copies shall be filed in the affected employees' personnel files.

10. Employees who work 12 months a year (260 days including holidays and paid vacation days) shall have their annual salary computed as follows: established hourly rate of pay is multiplied by the number of work hours each day and then by 260 days with longevity added, if required.

11. Beginning July 1, 1985, in lieu of a salary increase, the District shall pay the employee contributions to PERS. Bargaining unit members in STRS shall receive comparable compensation. The parties agree to comply with the Public Employees' Pension Reform Act (PEPRA) with respect to all employees and the relevant timelines applicable to those employees.

12. The District and CSEA agree that effective 7/1/01, the District will implement the reporting method contained in the Government Code Section 20636(c)(4) for all members of the bargaining unit participating in PERS. The result is an enhanced retirement amount for employees who retire under PERS.

13. The District agrees to provide an agreed upon standard of rain gear (pants, jacket and hood/hat) plus cold weather jacket, excluding boots, for staff assistants, campus supervisors and M&O employees who are required to work outdoors.

14. The District will provide a standard work shirt for M&O employees and the laundry service for said shirts. As required by PERS, the District will report the value of shirt and laundry services as special compensation.

Section E. Compensation for Working Out of Class

1. Employees may be required to perform duties higher than their classification, provided that the employees' salaries are adjusted upward for the entire period of required out of class work as provided below:

   a. If assigned to duties performed in a higher classification, step placement on the new range shall be at the closest point which is closest to 5%, but not less than 4.9%, above that received in the former position.

   b. If assigned to duties of a higher classification not currently found on the salary schedule included in this agreement, step placement on the new range shall be at the closest point which is closest to 5%, but not less than 4.9%, above that received in the former position.

   c. Except by agreement between the District and CSEA, employees shall not be assigned the duties of a different job classification as specified in sections a. and b. above for more than sixty (60) work days in any twelve month period.

   d. If no agreement is reached to extend the sixty day period, the employees shall be returned to their regular classification.

Section F. Reclassification

1. During the term of this Agreement, either party may propose reclassification of any position of the bargaining unit subject to F.3.j.

2. The effects of reclassification, including but not limited to the salary of the reclassified position(s), shall be negotiated between the District and CSEA.

3. Procedure for Review of Reclassification Requests:

   a) Request can be initiated in writing by employee or employee's supervisor.

   b) Request should be initiated as a result of some specific factor(s) or criteria which can be documented. Documentation should accompany request.

   c) Request may be accompanied by a written analysis of the employee's current job description compared to the job description of requested classification, including specific tasks and proportion of time spent on each task. Requests should be submitted to the CSEA Chapter President or to the Assistant Superintendent, Administrative Services.

   d) A committee will review the requests according to the consultation process: Article XIV, Section C, paragraph 2.

   e) Reclassification criteria: 1) knowledge and skills required, 2) scope and complexity, 3) responsibility, 4) working conditions/physical effort, 5) working out of classification, 6) difficulty in retention of employees, 7) difficulty in recruitment of qualified employees, 8) relative relationship to other positions in the bargaining unit.

f) The Committee may ask for job description analyses from others at the higher classification for purposes of comparison.

g) Committee will convene to allow employee to present the case for reclassification.

h) If reclassification is approved in negotiations, employee's step placement shall be on the lowest step of the new salary range which provides the employee with a salary increase closest to 5%, but not less than 4.9%.

i) If approved, reclassification will take place at the beginning of the pay period following approval by the Board of Trustees. Reclassification has no impact on the employee's anniversary date.

j) The District will absorb the cost of the first 50% cost equivalent of a 1% of a CSEA, Chapter #549 salary increase of a Governing Board approved reclassification action (No less than current value of $65,000.

k) Any Governing Board approved reclassification action above the cost of a 50% cost equivalent of a 1% CSEA Chapter #549 salary increase (No less than the current value of $65,000) will be deducted from a future overall compensation increase to the CSEA, Chapter #549 bargaining unit in the next year to be negotiated for which salary has not been settled. This will have no impact on salary and allowance agreements concluded prior to reclassification.

l) If the amount to be deducted from a future salary increase due to reclassification action is greater than the salary increase itself, the remaining cost of the reclassification action will be deducted from the salary increase in the ensuing year(s).

m) The month of November will be the window period for reclassification requests. The committee will convene in January. A resubmission of a denied reclassification will be reconsidered only after 24 months from the date of request.

Section G. Step Placement

1. New employees assigned to positions of the bargaining unit shall normally be placed on the first step of the salary schedule for the classifications to which the employees are assigned. In the event a candidate possesses recent job-related work experience within the last five (5) years, the Assistant Superintendent of Human Resources shall adjust the initial step placement on the salary schedule as follows:

   a. Placement on Step 3 of the salary schedule shall be granted if the candidate has had three (3) years of job-related work experience. At least one (1) year must have been with one (1) employer.

   OR

   b. Credit is given for a maximum of four (4) years of previous, full-time, job-related K-12 public school system experience. At least one (1) year must

have been with one (1) employer. Maximum initial salary placement will be on Step 5.

OR

c. Placement on Step 2 of the salary schedule shall be granted if the candidate has job-related work experience as a substitute or short-term employee in the District for 180 days within the 24 months prior to the date of hire.

Step placement shall be determined at the time of hire.

2. Following the initial step placement, step adjustments shall be granted on the employee's anniversary.

3. The anniversary date is the first day of permanent status at the end of the initial probationary period. The anniversary date for promoted employees shall be the anniversary of the first day in paid status in the new position.

4. The annual step increase shall be granted only if an employee has worked at least 75% of their required work year. For an employee who has worked less than 75% of his/her required work year, the step increase shall be withheld until the employee has completed the 75% work year requirement, at which time a new anniversary date would be established for the employee. This applies only to unpaid parental and general leaves.

5. Longevity steps are granted in accordance with completed years of service from the hiring date of an employee.

6. Upon voluntary demotion, or in lieu of layoff assignment to a lower classification, the salary of the demoted employee shall be adjusted to the step on the salary range of the lower position which corresponds most closely to the salary received by the employee, provided such salary does not exceed the present salary or the maximum step of the lower classification.

7. Step placement, for the purpose of implementation of comparable worth salary adjustment, shall be on the lowest step of the new range which provides a salary increase. This salary increase will be retroactive to July 1, 1988. This completes the obligation of the District and the Association to negotiate over the issue of comparable worth.

Section H. Compensated Classified Representation on District and Site Councils, Committees, Leadership Groups

1. Classified bargaining unit employees shall have the right to representation on all district and site councils, committees, and leadership groups which involve shared decision making, issues which affect classified employees, or issues which are of interest to classified employees. This right excludes cabinet meetings and management team meetings. Classified employees have the right to vote and to participate in discussion. In weighted votes, each classified employee shall have one (1) vote.

2. If compensation is paid to the certificated member(s) of the council, committee or leadership group, compensation shall be paid to the classified member(s). Classified leaders will be compensated as follows:

   a. Unit members at a comprehensive school will be compensated $1,500 for the school year for each leadership position.

   b. Unit member*s* holding a leadership position at an alternative school will be compensated $1,000 for the school year.

3. Terms for Classified Leaders will be one school year. Existing Classified Leaders shall meet the expectations of applicable Classified Leader job descriptions. (See #8)

4. Selection Process for Classified Leaders:

   a. Leaders who serve on <u>site</u> councils, or groups that function as site councils, will be elected from classified bargaining unit employees at the site (not subject to d. below).
      - The CSEA site rep will notify all classified employees at the site by hard copy (not email) of the vacancy which will include a deadline for applications not fewer than ten days before the election. Note: All classified employees shall have their own mailboxes at the central site location.
      - Leadership positions cannot be shared. An employee who takes minutes on the site council will not also be a classified leader on that body.
      - The administration will assign one classified employee to issue ballots, check off names and monitor the ballot box. This employee will not be a candidate for the leadership position.
      - The election will be announced with names of the candidates five days prior to balloting. At that time, the CSEA site rep will distribute the election announcement with the names of the candidates to all classified employees at the site. The date and time of the balloting and the location of the ballot box will also be announced.
      - Balloting shall take place on one day only. Those employees who are issued ballots shall initial a check list. Marked ballots shall be placed in the ballot box.
      - At the close of balloting, the CSEA site rep and two other classified employees assigned by the administration shall count the ballots. The candidates or their representatives may observe the counting of the ballots. The results of the voting shall be announced the next workday.

   b. Leaders who serve on <u>site</u> committees or leadership groups other than site council, will be chosen from all classified bargaining unit employees at the site.

   c. Leaders who serve on <u>District</u> councils, committees or leadership groups will be chosen from all classified bargaining unit employees.

   d. Classified Leaders (in b. and c. above) will be chosen by application and interview based on job descriptions developed by the District and CSEA. Interview teams will consist of:
      - at least one administrator
      - at least one member of the council, committee or leadership group on which the classified leader will serve
      - at least one classified bargaining unit member chosen by CSEA.

   e. If there is one applicant, the interview team may waive the interview.

5. The District shall retain full discretion over the number, term and type of Classified Leader positions offered during each school year.

6. All Classified Leaders shall be evaluated by a District or site administrator in relationship to fulfilling the classified leader job description.

7. Any unavoidable overlap between the classified employee's work time and leadership duties shall be worked out between the employee and his/her supervisor relative to making up work time missed. The employee must make up his/her regularly assigned work hours. The intent of this section is to avoid an employee being compensated beyond regular salary for leadership work done during regular hours assigned. Classified leadership duties should be performed outside of work hours, with the exception of attendance at regularly scheduled meetings of the council, committee or leadership group for which the classified leader receives a stipend.

8. Classified Leader Job Description

   Each Classified Leader shall, upon selection and as needed for communication and evaluation purposes, meet with his/her identified supervisor to review the job description for the role and, as appropriate, identify mutually agreeable goals for the year.

   - Attend all meetings of the council, committee or leadership group.
   - Be conversant with, and help to move forward, agreed upon site and District objectives, tasks, and initiatives.
   - Solicit, represent and verbalize the classified point of view.
   - Report regularly to classified employees at the site and to CSEA.
   - Act as liaison between the classified staff and the council, committee, or leadership group.
   - Collect weighted votes of classified staff as necessary.
   - Be available as a resource to classified staff.
   - Adhere to timelines and deadlines as required.

Evaluation Process:

- Each Classified Leader will be evaluated in writing once each year by his/her identified supervisor.
- The evaluation will be based on the job description.
- The Classified Leader may attach a response to the evaluation. A copy of the evaluation will be placed in the Classified Leader's personnel file, a copy provided the Classified Leader, and a copy maintained in the supervisor's work file.

<u>Section I. Retirement with Benefits & Block Incentive</u>

1. **Eligibility**

   a. Unit members who are at least sixty (60) years of age and who have at least ten (10) years of service with the District (exclusive of unpaid leaves of absence).
   b. Unit members must submit their resignation from the District and retire from service.

2. **Compensation**

   a. Unit members shall receive a block incentive grant of 20% of final year base salary including longevity or $5,000, whichever is greater.

b. The incentive shall be paid within thirty (30) days of the last day of paid service or at employee's option – 1/2 within 30 days of retirement, 1/2 the following calendar year.
c. Unit members may request that a portion of the incentive be deposited in a district approved tax shelter annuity (TSA). Unit members are personally responsible for compliance with all legal requirements relating to TSA's.

3. **Benefits**

Retirees shall receive the same medical, dental and vision benefits as paid for current employees until age sixty-five (65). The district contribution shall be at the same level provided current employees. Any amount in excess of the district contribution for current employees shall be paid by the retiree.

4. **Applications**

The District may limit the incentive to the first ten (10) people applying for a given fiscal year. Applications should be submitted to the Superintendent at least 60 days prior to the date of retirement.

5. **Other Terms & Conditions**

a. An employee electing to receive this incentive must submit his/her application during the application period. The application period shall consist of July 1st through December 15th of each fiscal year.
b. Exceptions for extenuating circumstances may be considered and granted by the District.
c. The District may grant a maximum of six (6) Retirement with Benefits & Block Incentive per fiscal year.
d. The District will offer no other block grant incentives during this period.
e. This would not preclude the District from offering other types of retirement incentives.

ARTICLE XI HEALTH AND WELFARE BENEFITS

A. The District shall provide medical, dental, and vision coverage for full time unit members and dependents up to an amount equal to the cost of the Kaiser medical plan composite rate, the Delta Dental plan, the Vision Service Plan, the Group Term Life Insurance Plan and the Employee Assistance Plan. The District shall provide full-time unit members with Group Term Life Insurance and the Employee Assistance Program. Any amount in excess of the District contribution shall be deducted from the unit member's salary.

1. Medical plans available:
   a. Kaiser Plan
   b. Blue Shield Plan

If a unit member chooses a District offered medical plan which exceeds the cost of the Kaiser medical plan composite rate, the excess cost shall be deducted from the unit member's salary unless this deduction is otherwise modified by the unit member's participation in the IRC 125 Plan (A.6 below).

2. California Delta Dental Service – Required ($3000 per covered member per year)
3. Vision Service Plan – Required
4. Group Term Life Insurance ($50,000 Double Indemnity) Unit Member Only – Required
5. Employee Assistance Program (EAP)
6. IRC Section 125 Plan (see Appendix H) – Administered by American Fidelity Assurance Company

B. Employees working less than twenty (20) hours weekly may join the programs at their own expense.

C. All employees hired after June 30, 1978 who are regularly assigned at least twenty (20) hours a week shall receive the coverages above on a prorated basis based on a fortyhour (40) work week.

For such employees who work between twenty (20) to twentyfour (24) hours, the District will pay 50% of the cost of these coverages.

For employees who work between twenty five (25) and twentynine (29) hours, the District will pay 75% of the cost of these coverages.

For employees who work between thirty (30) and forty (40) hours weekly, the District will pay 100% of these coverages.

D. Health Benefit "cap" for all new CSEA, Chapter #549 unit members; effective May 8, 2019.
1. Health Benefit "cap"; $20,000 per employee
2. The Health Benefit "cap" shall have no impact on current employees or retirees who were employed prior to May 8, 2019.

E. Employees at least sixty years of age, who retire from the District and who have at least ten years of service in the District prior to retirement, may remain members of the health, dental and vision plans after retirement with the premiums, as capped, (per Section C above) paid by the District to age sixty-five. Any costs above the District-paid cap shall be borne by the retiree. (Retirees rates may exceed the rates for active employees.) An employee rehired after time spent on the reemployment list will have that time count toward his/her years of service, for purposes of this article.

Retirees otherwise eligible for health and welfare coverage who live in a location which is not served by the service areas for any of the District health plans may participate in health plans where they live at District expense subject to the following:

1. The retiree must apply for and be accepted in a reputable health plan.
2. The District will contribute to the plan selected by the employee up to the negotiated CAP for health plan premiums.
3. The health plan organization selected by the retiree must be willing to allow the District to pay a single annual premium rather than monthly premiums.

Family survivors of employees who die after their fifty-fifth (55th) birthday and who have been employed by the District for at least five (5) years shall have the option to buy into the District health, dental and vision coverage provided to current employees at their own expense. This benefit will cease when the family survivors become age sixty-five (65) or are no longer eligible for the health, dental or vision plans.

E. Unit members who are at least fifty (50) years old by June 30, 2016, and who also have fifteen (15) years in the District by June 30, 2016, are eligible for retirement with all provisions associated with the block incentive listed in the CSEA contract in effect from July 1, 2007 – June 30, 2011.

F. At the employees' own expense, the District agrees to administratively process a program of disability insurance for all unit members.

G. A committee composed equally of management and bargaining unit employees shall be formed to review at least annually the quality of the current programs and research programs provided by other carriers.

H. Married couples who are both active employees of the District will be covered by one family premium paid by the District. Cost of duplication of coverage of families shall not be borne by the District.

I. Domestic Partner Coverage

Employees' domestic partners and their dependents shall be eligible for medical, dental and vision benefits on the same terms as employees' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefit shall be available only to the extent that district medical, dental and vision plan providers agree to make it available. The District shall not be responsible to obtain additional insurance providers solely for the purpose of offering domestic partner benefits. If a medical provider chooses not to offer domestic partner coverage or cancels such coverage, the District will work cooperatively with the Association to obtain a substitute provider who will offer the coverage. However, if the insurance provider changes the present composite rate structure to a three-tiered structure or introduces some other rate change which makes domestic partner coverage more costly for the District than the coverage for which the employee was otherwise eligible, the additional cost shall be borne by the affected employee by payroll deductions. The provision of benefits to the domestic partners shall be on the following terms and conditions:

Definition

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership may be established between two persons regardless of their gender.

Criteria

1. A domestic partnership shall be established when all the following requirements are met:
   a. Both persons have a common residence.

   b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.

   c. Neither person is married nor a member of another domestic partnership.

   d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

   e. Both persons are at least 18 years of age.

   f. Both persons are capable of consenting to the domestic partnership.

   g. Both persons have filed a Declaration of Domestic Partnership (Appendix F1 or F2) with the Tamalpais Union High School District.

   h. It has been at least twelve (12) months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Appendix F4 or F5) with the Tamalpais Union High School District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.

   i. The two parties agree to notify the Tamalpais Union High School District Personnel Office in writing if there is a change in the circumstances or if the domestic partnership is terminated.

2. A domestic partnership shall terminate when any of the following occurs:

   a. One partner gives or sends to the other partner a written notice by certified mail that he or she is terminating the partnership.

   b. One of the domestic partners dies.

   c. One of the domestic partners marries.

   d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health related requirements shall not constitute the cessation of a common residence.

Registration

Two persons desiring to become domestic partners shall file the appropriate Declaration of Domestic Partnership (Appendix F1 or F2) as follows:

   a. Two persons who are either (1) of the same sex of any age or (2) of opposite sexes with both persons being over the age of 62 shall complete and file a Declaration of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F1). A copy of this form shall be filed with the Tamalpais Union High School District Personnel Office.

   b. Two persons who are of opposite sexes if either person is age 62 or under shall

complete and file a Declaration of Domestic Partnership on the form prepared by the Tamalpais Union High School District (Appendix F2).

Termination

Upon termination of the partnership, the employee shall notify the District by filing the appropriate Notice of Termination of Domestic Partnership (Appendix F4 or F5) as follows:

a. Two persons who are either (1) of the same sex of any age or (2) of opposite sexes if both persons are over the age of 62 shall complete and file a Notice of Termination of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F4). A copy of this form shall be filed with the Tamalpais Union High School District Personnel Office.

b. Two persons who are of opposite sexes if either person is age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the form prepared by the Tamalpais Union High School District (Appendix F5).

All benefits provided by this section shall cease as of the last day of the month following the receipt of the Notice of Termination of Domestic Partnership. The Notice of Termination of Domestic Partnership must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the notice, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

Application and Terms

In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized and file with the District, a Declaration of Domestic Partnership as specified.

The employee shall also file with the District a signed Statement of financial Liability indicating that the employee agrees that he or she may be required to reimburse the District and/or the District's designated health services plan for medical claims, processing fees, administrative charges, costs, and attorney's fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate or fraudulent (Appendix F3).

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay OASDI, Medicare and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract or family laws.

ARTICLE XII SAVINGS CLAUSE

A. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by government authority other than the District which shall render invalid or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XIII PROHIBITED ACTIVITIES

A. It is agreed and understood that there will be no strike, work stoppage, slowdown, withdrawal of services, or lockout during the terms of this Agreement.

B. The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the CSEA, the CSEA agrees in good faith to take all steps necessary to cause these employees to cease such actions.

C. It is agreed and understood that any employee violating this article may be subject to discipline by the District.

ARTICLE XIV TERM/REOPENERS

Section A. Term

This Agreement shall become effective on the date of ratification and shall continue in effect to and including June 30, 2016.

All other terms of the prior collective bargaining agreement between the parties dated July 1, 2014 – June 30, 2016 are unchanged and shall become part of the 2014-2016 successor agreement.

Subject to XI, paragraph 2 above, the parties expressly waive their rights to engage in reopener negotiations for the 2015-2016 school year and agree that section (B)(7) of this Article shall not be implemented.

Section B. Reopeners

1. July 1, 2007 to June 30, 2008

    a. **Article X - Salary and Allowances**
    b. Two other articles of each party's choice
    c. Automatic reopener for M.O.U. Appendix DD – Work Week of 3.0 FTE Additional Custodians
    d. All reopeners must be declared in writing to either party no later than September 1, 2007.

2. July 1, 2008 - June 30, 2009

    a. Article X Salary and Allowances
    b. Two other articles of each party's choice
    c. All reopeners must be declared in writing to either party no later than September 1, 2008.

3. July 1, 2009 – June 30, 2010

    a. Article X Salary and Allowances
    b. Two other articles of each party's choice
    c. All reopeners must be declared in writing to either party no later than September 1, 2009.
    d. Automatic reopener for M.O.U. Appendix LL – Short-Term Leave of Absence Form

4. July 1, 2010 to June 30, 2011

    a. Article X Salary and Allowances
    b. Two other articles of each party's choice
    c. All reopeners must be declared in writing to either party no later than September 1, 2010.

5. July 1, 2013 to June 30, 2014

    a. Contract is closed

6. July 1, 2014 to June 30, 2015

    a. Article X- Salary and Allowances

- Appendix JJ regarding Night Differential Compensation 2009-10

b. Article XI-Health and Welfare Benefits
c. Two other articles of each party's choice
d. All reopeners must be declared in writing to either party no later than July 1, 2014.

7. July 1, 2015 to June 30, 2016

a. Article X- Salary and Allowances
b. Article XI-Health and Welfare Benefits
c. The parties agree to negotiate options for compliance with PEPRA, recognizing that the district is precluded by state law from use of the impasse process to alter the agreement until after Jan. 1, 2018. The purpose of this early negotiations is to enable the parties to explore and retain all options for compliance.
d. Two other articles of each party's choice.
e. All reopeners must be declared in writing to either party no later than July 1, 2015.

8. July 1, 2016 to June 30, 2019
   a. Article X: Salary and Allowances
      - The Tamalpais Union High School District and the California School Employees Association (CSEA), Chapter 549, has agreed to a three percent (3%), "on schedule" salary increase for the 2016-2017 school-year. This 3% salary increase shall be retroactive to July 1, 2016.
      - Agreement to postpone Longevity increase discussion pending clarity of understanding surrounding the new legal requirements governing Longevity compensation.
   b. Article XIV: Terms/Reopeners
      - The parties agree to a three (3) year term from July 1, 2016 to June 30, 2019 with reopeners including Salary and Allowances (Article X) and two additional articles for each party in 2017- 2018 and 2018-2019.
   c. Article XXI: Professional Development (new Article added to the CBA)
      - TUHSD will annually provide professional development opportunities for all unit members.
      - A Professional Development Committee shall be formed consisting of two (2) CSEA representatives and two (2) TUHSD representatives.
      - Annually, the Professional Development Committee will meet and make recommendations to the Assistant Superintendent, Human Resources, for professional growth activities for each classified work group.
      - TUHSD will provide an annual allotment of $10,000 for classified professional development opportunities.

9. July 1, 2019 to June 30, 2020
   a. Article X: Salary and Allowances
      - 1.5% "on schedule" compensation increase retroactive to July 1, 2018.
      - Creation of a Step 9, which is 5% greater than a Step 8, on the CSEA, Chapter #549 Salary Schedule; effective July 1, 2019.
   b. Article XI: Health and Welfare Benefits
      - Health Benefit "cap" for all new CSEA, Chapter #549 unit members; effective immediately upon the ratification of this Agreement.
        - Health Benefit "cap": $20,000 per employee
        - The Health Benefit "cap" shall have no impact on current employees or retirees who were employed prior to the ratification of this Agreement.

      No limit to the number of block retirement incentives offered starting in the 2019-2020.

10. July 1, 2021 to June 30, 2023
    a. Article V - Leaves
    b. Article VIII - Evaluation Procedures
    c. Article X - Salary and Allowances
    d. Article XI - Health and Welfare
    e. Article XIV - Term and Reopeners

11. July 1, 2023 to June 30, 2025
    a. Article II - Working Conditions
    b. Article III - Holidays
    c. Article X - Salary and Allowances
    d. Article XI - Health and Welfare
    e. Article XIV - Term and Reopeners

In the event of the reduction of Basic Aid or Parcel Tax revenues, the District and the Association agree to meet and work collaboratively to resolve any problems.

Section C. Consultation Process

The CSEA unit and the District may consult on areas relative to this contract at any time during the life of this agreement. If any changes in contract language result due to the consultation process, the CSEA members and the Board must ratify the changes.

The consultation process shall occur at the request of either party. A committee shall be formed with at least two representatives each from CSEA and the District. Appointment of bargaining unit members shall be made by the CSEA president and district members made by the Assistant Superintendent, Administrative Services. If either party requests to consult, then the committee should convene in a timely manner. (The reason for the consultation process is to allow for an open communication and problem-solving process at any time in the year, in the spirit of interest based negotiations.)

ARTICLE XV LAYOFF PROCEDURES

Section A. Definition

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or whenreemployment, reassignment or displacement (bumping) rights of an employee cause such an action. Any reduction in regularly assigned time (reduction of hours) shall be considered a layoff under the provisions of this Article and shall be subject to the District's duty to bargain.

A voluntary layoff may occur as designated in Section C. below.

Section B. Seniority & Seniority Roster

1. Seniority (length of service) shall be determined by date of hire, as a probationary or permanent employee in a particular classification.

2. Employee seniority list - see Article XVII.

Section C. Notification of Layoff or Reduction of Hours

1. When a layoff of classified employees is anticipated by the administration and at least seventy-two (72) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA Chapter President and Labor Relations Representative in writing by District mail of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for all classifications affected by the anticipated layoff, a list of positions and/or hours to be reduced or eliminated and any documents supporting the need for layoff. Upon request, the District shall meet with CSEA to negotiate on the effects of the proposed layoff.

2. Prior to the effective date of layoff, employees may challenge their place on the seniority roster
by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective dates of any layoff(s) involving such employee(s).

3. After a Board action on elimination of a position, employees whose positions are being eliminated shall receive such notice by personal delivery or certified mail as soon as possible. An employee whose position has been eliminated due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department may elect to be laid off instead of displacing another less senior employee or electing to fill a vacant position.

4. After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected employees, to their last address given to the District, as required by current law (Ed Code 45117). Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, hearing rights, reemployment rights, and termination benefits. A copy of each notice shall be concurrently sent by District mail to the President of theCSEA local chapter or designee.

Section D. Layoff/Reduction of Hours by Seniority.

1. Layoff/reduction of hours shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs.

2. The employee who has been employed the shortest time in the class plus higher classes, shall be laid off first, except in the case of a voluntary layoff.

3. After the Board of Trustees Resolution for Layoff, parties will meet to determine the implementation of the bumping process and the effects of layoff.

4. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

Section E. Displacement ("Bumping") Rights within a Classification

1. An employee whose position is eliminated or reduced in hours shall have the right to displace an employee with less seniority in the same job classification. Employees displaced by senior employees have the same rights to displace less senior employees as described above.

2. The displacement process outlined above shall be conducted in a timely manner and completed on a day mutually agreed between CSEA and the District.

Section F. Displacement ("Bumping") Rights into a Lateral or Lower Classification
Note: this provision supersedes classified agreement Article VI, Transfers.

1. A permanent or probationary employee who is laid off and who has previous service in any classification shall have the right to displace (bump) an employee with less seniority in any classification previously held by the laid off employee. In order to bump into a higher classification the employee must have a most recent overall Meets Expectations evaluation.

2. Seniority, for the purpose of bumping, shall include the total of the previous service in any classification. In order to exercise his/her bumping rights, the employee must notify the District within ten (10) working days of receipt of the layoff notice.

3. A permanent or probationary employee who has been laid off for lack of work or lack of funds and who has no bumping rights, or does not wish to exercise his or her bumping rights, shall be granted a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article. Interviews for displaced employees will be conducted in accordance with Article VI, Section A.2.e.

4. Laid off employees shall not be compelled to accept a vacant position.

G. Demoted Employees

1. Upon voluntary demotion or in lieu of layoff assignment to a lower classification, the salary shall be adjusted to the step on the salary range of the lower position which corresponds most closely to the salary received by the employee, provided such salary does not exceed the present salary or the maximum step of the lower classification.

H. Substitute or ShortTerm Employees

1. No regular employee shall be laid off from any position while employees serving in a substitute or short-term capacity in positions of the same classification are retained, unless the employee to be laid off declines the substitute or short term assignment.

2. Any employee laid off or reduced in work hours will be given first opportunity for needed extra hire and substitute work within classifications for which they are reasonably qualified based on current job descriptions.

I. Reemployment Rights

Note: This provision shall take precedence over the classified Agreement Article VI, Transfers.

1. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of seniority, as vacancies become available.

2. Employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time in lieu of being laid off shall be at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and for a period of sixtythree (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

3. An employee on the reemployment list, who at the time of layoff was working less than six hours per day in the classification from which that employee was laid off, shall be reemployed when a vacancy occurs in that classification, provided that employee is at the top of the reemployment list, as follows: The vacant position shall first be offered to current employees who are working more hours per day than the laid off employee was working in the classification, in accordance with Article VI, Section A, Voluntary Transfers.

4. When the hiring process for voluntary transfers has been completed, then the remaining vacancy shall be offered to the employee on the reemployment list who worked less than six hours.

5. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s). Such notice shall be sent by certified mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter.

6. An employee on a reemployment list shall have ten (10) calendar days to respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirtynine (39) month rights to reemployment in his/her former classification and with the same number of hours.

7. An employee given an offer of employment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report to work

within fifteen (15) calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer.

8. Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District. Credit shall be given through the layoff effective date for the purpose of step placement on the salary schedule upon reemployment.

9. Sick leave hours earned and unused at time of layoff shall be restored upon reemployment.

I. Termination Interview & Benefits

1. A laid off employee may request a termination interview with the Superintendent or designee to be scheduled during normal working hours.

2. The District shall pay all existing health benefits for any laid off employee for a total of three (3) months from the effective date of layoff, or until the laid off employee obtains other employment with comparable benefits, whichever comes first.

J. Related Contracting (No Contracting Out)

1. In the event of a layoff, the District agrees not to contract out any work directly related to the layoff, over and above current contract levels, for a period of time - not less than 39 months from the effective date of layoff.

ARTICLE XVI CONTRACTING OUT

A. The District will follow all legal requirements regarding contracting out including meeting and negotiating any impact.

ARTICLE XVII SENIORITY LIST

The District will provide a complete and updated seniority list of all employees of the bargaining unit to the CSEA Chapter President no later than November 1 of each year.

Criteria for determining seniority are as follows:

1. Seniority (length of service) shall be determined by date of hire as a probationary or a permanent employee in a particular classification.

2. Paid or unpaid leaves of absence or time spent on a re-employment list shall not affect an employee's seniority.

3. Night Custodian and Day Custodian shall be considered the same classification for seniority lists purposes.

4. Out of class, short term or substitute employment shall not be included on the seniority list.

5. If two (2) or more employees have the same date of hire, the determination of seniority shall be made by lot.

ARTICLE XVIII DISCIPLINE AND DISMISSAL

Section A. Disciplinary Action Definitions

The following disciplinary actions may be taken by the District against a permanent employee for cause as set forth in Section II.

1. Dismissal Removal from the employment of the District
2. Suspension Temporary removal from the employment of the District for a specified period of time.
3. Involuntary Demotion Placement in a lower classification as a result of disciplinary action.

Section B. Cause

A permanent employee may have disciplinary action taken against him/her only for cause, including but not limited to the following:

1. Neglect of duty
2. Incompetence
3. Violation of rules and regulations
4. Insubordination
5. Dishonesty while on duty
6. Consumption of alcoholic beverages on the job
7. Immoral conduct
8. Illegal use of narcotics
9. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part l.5, Division 6 of the Health and Welfare Code
10. Chronic, unexcused tardiness
11. Chronic, unexcused failure to report to work as assigned
12. Excessive absence which is detrimental to the District
13. Inability to work harmoniously with others to such a degree that District functioning is disrupted
14. Willful damage to public property
15. Disorderly conduct
16. Failure to maintain licenses or certificates required by law for the job
17. Abuse of sick leave
18. Failure to disclose material facts on application forms or employment records concerning material matters.

Section C. Procedures

Step 1 - Informal Conference

Except in emergency situations, as described in Section D, before written charges involving cause for discipline are made against a member of the classified bargaining unit, the employee should understand what is expected of the employee through discussion with the supervisor and review of both the job description, the specific responsibilities assigned, and any employee action or omission which falls under cause for possible disciplinary action. Training, where appropriate, will be provided to assist the employee in meeting the requirements of the job. Timelines for improvement to occur will be provided. There will be a follow up informal conference.

The employee may be represented at the informal conference by a representative of his/her choice. A written record of this conference will be retained by the supervisor and a copy given to the employee. No copy of written records shall be made a part of the employee's personnel file.

Step 2 - Written Warning

When the employee has allegedly committed an act which may constitute cause for disciplinary action, the immediate supervisor shall give to the employee a written notice which describes any rules violated, and the act or omission which constitutes cause. The notice shall also include suggested remediation and outline the consequences of failure to remediate. The notice shall include a plan of assistance as well as timelines to show improvement.

The employee shall have the right to meet with the Superintendent or designee to review and discuss the written charge(s).

Upon receipt of written warning, the employee shall have ten work days to request such a meeting and/or to respond in writing to the charge(s). The employee may be represented at the meeting by a representative of his/her choice.

Step 3 - Written Notice of Disciplinary Action

When cause exists for disciplinary action, the immediate supervisor shall notify the Superintendent, who will prepare a written notice of the specific charge(s) against the employee, a statement of the right to a hearing on such charges, and the time within which such hearing may be requested (ten days), and a card or paper, the signing and filing of which shall constitute a request for a hearing and a denial of all charges. Failure to request a hearing within ten days constitutes a waiver of the right to a hearing.

The employee may upon request have copies of the material in his/her personnel file.

Step 4 - Hearing

a) If the employee does not request a hearing by the specified date, the Board shall determine if cause exists for discipline and take action without a hearing.

b) If the employee does request a hearing by the specified date, the hearing shall be conducted in accordance with Level IV of the Grievance Procedure, Advisory Arbitration.

The hearing shall be held within a reasonable period of time but not less than five (5) calendar days after the filing of a request for a hearing.

The employee may be represented at a hearing by a representative of his/her choice.

All alleged violations of this article, procedural and substantive, must be raised at this hearing.

The hearing shall be recorded by a reporter or mechanical recording device.

c) The Results of the Hearing - The arbitrator shall submit a written recommended decision to the Board of Trustees which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee and the District

representative. The Board of Trustees may accept, reject, or modify the recommended decision. Should the board reject or modify the recommended decision, it shall first review the record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Trustees. A copy of the Board's decision shall be sent to the employee and the District representative.

The decision of the Board shall be final.

Section D. Emergency Discipline/Dismissal

1. Emergency Situations

   If the employee's continued presence at the worksite constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students or threatens to disrupt the educational program, the supervisor, superintendent or designee may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over. The employee shall be entitled to pay during any such suspension.

2. Administrative Leave

   Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent. If discipline is recommended, paid administrative leave will continue pending a decision by the Board of Trustees.

3. Sex or Narcotics Offenses: Compulsory Leave

   Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed on compulsory leave of absence pending a final disposition of such charges.

4. Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

Section E. Time Limitations

If disciplinary action is initiated against a permanent employee, the specific charge(s) shall not include any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the filing of the Notice of Disciplinary Action.

Section F. Notification of Employee Organization

Copies of all communications regarding disciplinary action which are sent to the employee affected shall be sent to the President of CSEA Chapter #549.

ARTICLE XIX - COMPLAINTS REGARDING EMPLOYEES

Section A. Public Complaints

1. Complaints against employees shall be resolved through the district complaint policies and procedures.

2. The District shall not utilize a complaint by a parent, student or other involved person in any manner which might affect the evaluation of an employee without first providing the following rights:

   a) The complaint must be in writing and provided to the employee.
   b) Should the employee or the supervisor decide that there should be a meeting concerning the complaint, the supervisor shall schedule a meeting with the complainant.
   c) The employee has the right of CSEA representation in any meeting with the complainant and/or the supervisor.
   d) The employee has a right to respond in writing to the complaint.
   e) Information in such complaint shall not be included in the evaluation if it is subsequently proved to be untrue.

Section B. Anonymous Complaints

The District may not evaluate and/or discipline an employee based on an anonymous complaint without verifiable evidence being found through subsequent investigation.

ARTICLE XX SAFETY

A. Employees are encouraged to report any unsafe or unhealthful working condition or equipment of which they are aware to their immediate supervisor who shall report such condition or equipment to the Superintendent or his designee.

B. The Superintendent or his designee shall, within ten (10) working days of receipt of the written or verbal report, respond in writing to the employee stating corrective action taken, to be taken; or, if no action will be taken, state the reason why.

C. The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for employees.

D. A District safety committee including Superintendent or his designees and an employee appointed by the CSEA President shall review safety conditions and make recommendations deemed necessary for safety. The District shall implement such recommendations as soon as deemed feasible by the District.

E. The appointed member to the District safety committee from the bargaining unit shall be allowed reasonable release time to carry out the safety committee assignments.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

AGREEMENT REGARDING 1992/93 LAYOFFS 8/9/93

This agreement is entered into by and between the Tamalpais Union High School District (District) and the CSEA Chapter 549 (Association).

This constitutes an agreement on the effects of the 1992/93 CSEA bargaining unit layoffs.

A. Ten (10), eleven (11), and twelve (12) month employees will be treated the same for layoff and bumping purposes.

B. Employees working in six (6), seven (7), and eight (8) hour positions shall be treated the same for layoff and bumping purposes. Six (6) and seven (7) hour positions can be increased without opening. One (1), two (2), three (3), four (4) and five (5) hour positions that increase must be opened.

C. The District shall pay all existing health benefits for any laid off employee for a total of three (3) months from the effective date of layoff, or until the laid off employee obtains other employment with comparable benefits, whichever comes first.

D. New job descriptions and the effects of reduced work hours will be negotiated in the future as the need arises.

E. Any employees laid off or reduced in work hours will be given first opportunity for needed extra hire and substitute work.

F. Scheduled evaluations of employees who have been assigned significant new duties as a result of layoffs will give due consideration to the employee's experience and training received in performing the assigned duties.

G. Layoffs of classified bargaining unit members shall be conducted in accordance with applicable provisions of the California Education Code and the collective bargaining agreement, except to the extent modified or otherwise addressed herein.

H. Interviews for displaced employees will be conducted in accordance with Article VI, Section A.2.d.

h \csea\appendixa

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

CLASSIFIED VACATION REQUEST FORM

Name_____ Date_____

Position_____ Site_____

Dates of requested vacation_____

_____ Approved

_____ Not Approved

_____ Date_____
Supervisor's Signature

To Employee:

When planning your vacation, please understand that vacation requests might not be granted Be sure to check with your supervisor as to periods when work is planned and be sure to request your vacation at least one month in advance.

Vacations will be granted as follows:

- depending on planned work projects;
- based on first come, first served;
- vacations requested less than one month in advance risk not being granted

This form is to be retained by the Principal or other administrative supervisor.

h:\clsified\vacation.req

Tamalpais Union High School District
Larkspur, California

CLASSIFIED PERSONNEL EVALUATION

Employee Name: **Location:**
Classification: **Range:**
Rating Period:
Type of Report: Trans. 4 Months Prob.4 Months Prob.8 Months Annual Special

Purpose
The major purpose of evaluation is to assess critique, commend, and improve performance.

Definition of Standards
Exceeds Expectations – Employee's performance is clearly above average. Accomplishments are significant and above standard.
Meets Expectations - Employee's work is consistent and acceptable in accordance with the job description. The applicable performance criteria descriptors are met generally.
Areas for Growth/Improvement - Employee's work is inconsistent and sometimes unacceptable in accordance with the job description. The applicable performance criteria descriptors are met some of the time.
Unsatisfactory - Employee's work is unacceptable in accordance with the job description, the applicable performance descriptors are not met most of the time.

	Exceeds Expectations	Meets Expectations	Area for Growth/ Improvement	Unsatisfactory
QUALITY OF WORK				
1. Works well without immediate supervision				
2. Performs duties accurately and thoroughly				
Comments:				
QUANTITY OF WORK				
1. Performs work in reasonable time				
Comments:				
ATTITUDE				
1. Works in a responsible manner				
2. Properly uses materials and equipment				
Comments:				
ATTENTION TO DUTY				
1. Organizes and uses time efficiently				
2. Properly uses materials and equipment				
Comments:				
ATTENTION TO SAFETY				
1. Adheres to safety practices				
Comments:				
COOPERATION				
1. Works well with other employees				
2. Relates well to students and community				
Comments:				

/classified evaluation form/

	Exceeds Expectations	Meets Expectations	Area for Growth/ Improvement	Unsatisfactory
DEPENDABILITY				
1. Uses good judgment in the performance of work				
2. Learns and complies with procedures, rules and regulations				
3. Follows oral or written instructions in the performance of duties				
4. Attends regularly				
5. Adheres to negotiated work hours				
Comments:				

INITIATIVE				
1. Responds appropriately to the problems and events encountered on the job				
Comments:				

STAFF DEVELOPMENT

Recent Activities:

Future Plans:

RECOMMENDATIONS:

COMMENDATIONS:

OVERALL PERFORMANCE:

____ Exceeds Expectations ____ Meets Expectations

____ Area for Growth/Improvement ____ Unsatisfactory

FOR PROBATIONARY EMPLOYEES ONLY (at end of probationary year):

____ I DO recommend for permanent employment.

____ I DO NOT recommend for permanent employment.

EVALUATOR: This statement reflects my analysis of this employee's work performance as it relates to the above criteria and the above job description.

Signature _____

Date _____

EMPLOYEE: My signature indicates that this evaluation has been discussed with me. I understand that if I choose, I may attach my own statement to this evaluation within thirty (30) calendar days.

Signature _____

Date _____

_____ One year Cycle ____Two year cycle

/classified evaluation form/

The Tamalpais Union High School District (TUHSD) and CSEA Local 549 agree to the revised Classified Personnel Evaluation Form.

This agreement shall be effective only upon approval by the Tamalpais Union High School District Board of Trustees.

Lori Parrish, Assistant Superintendent
Tamalpais Union High School District

Laura Ibanez, President
CSEA, Chapter 549

John Carroll, Assistant Superintendent
Tamalpais Union High School District

Markey Lees, CSEA
Labor Relations Representative

1-18-12
Date

1/18/2012
Date

Tamalpais Union High School District
Larkspur, California

Classified Compensatory Time Log

Name: _____ Location: _____ School Year: _____ Page: _____

Date Overtime Worked or Comp Time Taken Off	Reason for Working Overtime (Brief Description of Task)	Supervisor's Initials	Employee's Initials	COMP TIME EARNED (Number of Overtime Hours Worked Multiplied by 1.5)	COMP TIME TAKEN (Number of Hours Taken Off Work)	Running Balance of Accumulated Comp Time
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
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				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		
				hrs. x 1.5 = hrs.		

Administrative Procedure re. Classified Compensatory Time Log

Each site shall maintain a Classified Compensatory Time Log for each employee at the site.

Each time an employee accepts an overtime assignment, a notation shall be made in his/her log and initialed by the supervisor and the employee.

Accumulated compensatory time not taken by the end of the fiscal year may be carried over into the next fiscal year. Refer to Agreement between TUHSD and CSEA, Article II, Section B.3. (below).

Contract Language re. Compensatory Time

Article II, Section B.3.

An employee in the bargaining unit shall have the option of compensatory time off in lieu of cash compensation for overtime work. Such election shall be mutually agreed upon by the employee and the immediate supervisor prior to the time overtime is to be worked.

If the District can only grant compensatory time off because of lack of money and the employee does not wish compensatory time off, it will be the same as rejecting overtime. Compensatory time off shall be granted at the appropriate rate of overtime. compensatory time not taken by June 30th of the following fiscal year in which it was earned will be paid in cash. Only 240 hours of compensatory time off may be accumulated by an individual employee in accordance with the Fair Labor Standards Act.

For employees on split assignment or employees who earned compensatory time at one site and have transferred or been promoted to a position at another site, compensatory time earned at one site may be taken at another site by mutual agreement between the employee and the supervisors at both sites.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Personnel Services

CLASSIFIED EMPLOYEES
Interest Form for Substituting

Name: _____ Date: _____

Current Site: _____

Current Position: _____ Hours/Months: _____

From time to time, temporary vacancies occur within various classifications and at various sites throughout the District. The process outlined in the CSEA contract, Article VII shall be followed to fill these temporary vacancies. Classified employees are encouraged to complete this form if they are interested in being considered for substitute opportunities as they arise.

I. Interest Statement

I would like to be considered for a substitute opportunity in the following classifications and at the following sites: **(Lateral transfers from site to site are excluded.)**

Site(s): _____

Classification(s): _____

Full-time or Part-time? _____

II. Background

Qualifications: _____

_____

_____

Experience: _____

_____

_____

In order to be considered for a substitute opportunity, this form must be returned to the Director of Per - 7 1 -I by October 1.

State of California
Secretary of State

FILE NO: _____

This Space For Filing Use Only

DECLARATION OF DOMESTIC PARTNERSHIP

(Please read instructions on reverse side before completing form.)

We the undersigned, do declare that we meet the requirements of Family Code section 297, as follows:

- Both persons have a common residence.
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- Both persons are not related by blood in a way that would prevent them from being married to each other in this state.
- Both persons are at least 18 years of age.
- Both persons are members of the same sex, **OR**
  One or both of the persons of opposite sex are over the age of 62 and meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. section 1381 for aged individuals.
- Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief.

_____ _____
Signature (Last) (First) (Middle)

_____ _____
Signature (Last) (First) (Middle)

_____ _____ _____ _____
Mailing Address City State Zip Code

_____
E-Mail Address(es) (optional)

NOTARIZATION IS REQUIRED
State of California
County of _____

On _____, before me, _____ Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

_____
Signature of Notary Public

[PLACE NOTARY PUBLIC SEAL HERE]

TAMALPAIS UNION HIGH SCHOOL DISTRICT

DECLARATION OF DOMESTIC PARTNERSHIP

We, the undersigned, do declare that we meet the following requirements at this time:

We are members of the opposite sex and one or both of us are age 62 or under;
We share a common residence;
We agree to be jointly responsible for each other's basic living expenses incurred during our domestic partnership;
Neither of us is married or a member of another domestic partnership;
We are not related by blood in a way that would prevent us from being married to each other in this state;
We are both at least 18 years of age;
We are both capable of consenting to the domestic partnership;

The representations herein are true, correct and contain no material omissions of fact to our best knowledge and belief. Sign and print complete name (if not printed legibly, application will be rejected). **Signature of <u>both</u> partners must be notarized.**

_____	_____		
Signature	(Last)	(First)	(Middle)
_____	_____		
Signature	(Last)	(First)	(Middle)
_____			
Common Residence Address	City	State	Zip Code
_____			
Mailing Address	City	State	Zip Code

NOTARIZATION IS REQUIRED

State of California

County of _____

On _____, before me, _____, personally appeared

_____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) executed the instrument.

_____

Signature of Notary Public [PLACE NOTARY SEAL HERE]

TAMALPAIS UNION HIGH SCHOOL DISTRICT

Statement of Financial Liability For
Domestic Partner Health Benefits

This is to certify the following:

1. I have read the section on domestic partners in the Tamalpais Union High School District/California School Employees Association collective bargaining agreement and agree to all the terms therein.

2. I agree that I may be required to reimburse the District and my designated health services plan for any expenditures made by the District and/or my designated health services plan for medical claims; processing fees, administrative charges, costs, and attorney's fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Full Name of Employee: _____

Signature: _____

Full Name of Domestic Partner: _____

Full Name of Witness: _____

Signature: _____

State of California
Secretary of State

FILE NO: _____

(Office Use Only)

NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP
(Family Code section 299)

Instructions:

1. Complete and send to:
   Secretary of State
   P.O. Box 942877
   Sacramento, CA 94277-0001
   (916) 653-3984

2. There is no fee for filing this Notice of Termination

We, the undersigned, do declare that:

We are terminating our domestic partnership. We have read and understand the brochure prepared by the Secretary of State describing the requirements, nature, and effect of terminating a domestic partnership. We also declare that all of the conditions exist as specified in Section 299(a) of the Family Code.

Secretary of State File Number (if known): _____.

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

NOTARIZATION IS REQUIRED
State of California
County of _____

On _____, before me, _____, personally

appeared _____

_____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

_____
Signature of Notary Public

[PLACE NOTARY SEAL HERE]

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME [ ]

ADDRESS

CITY/STATE/ZIP [ ]

TAMALPAIS UNION HIGH SCHOOL DISTRICT

NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP

I, the undersigned, do declare that:

Former Partner: _____ and I are no longer Domestic Partners.
(Last) (First) (Middle)

If termination is caused by death or marriage of the domestic partner, please indicate the date of the death or the marriage: _____
(Month/Day/Year)

This date shall be the actual termination date of the Domestic Partnership.

_____ _____
Signature (Last) (First) (Middle)

_____
Mailing Address City State Zip Code

NOTARIZATION IS REQUIRED
State of California
County of _____

On _____, before me, _____, personally appeared

_____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

_____
Signature of Notary Public [PLACE NOTARY SEAL HERE]

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #549

Regarding student projects for Construction Technology class, the District and CSEA agree that:

1) The building projects will be those that have historically been purchased from outside the district;

2) Project proposals will be submitted to CSEA for advisory input.

Ron Kuntz, Assistant Superintendent
Tamalpais Union High School District

Date: June 26, 1997

Bill Bridges, President
CSEA Chapter #549

Date: June 16, 1997

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TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #549

IRC 125 PLAN - DISTRICT CONTRIBUTION

Notwithstanding the completion of the current contract negotiations and in order for employees of the Tamalpais Union High School District who are members of the California School Employees Association to fully participate, beginning November 1, 1997, in the district IRC 125 Plan with the $25 per full time employee per month ($300 per year) contribution, it is agreed to by CSEA and District to allow each employee to meet with the insurance company representative during the enrollment period of September/October 1997 to designate how they would like the $25 per month to be used. The District and CSEA agreed to the following:

> The District IRC 125 Plan contribution shall be $25 per month for each full time unit member. The employer contribution may be designated by the employee for any appropriate IRC 125 benefit, including the payment of medical insurance costs not covered by the district or may be taken in cash. The employer's $25 per month compensation is not creditable compensation for PERS purposes. Part time employees shall receive the proportional amount of the $25 per month as defined in the existing contract between CSEA and the District.

The above understanding supercedes any previously adopted understandings and/or side letters on these matters. This memorandum is effective from the date of execution until such time as equivalent language is crafted, approved by the CSEA membership and approved by the Board of Trustees in the 1997 - 2000 CSEA/TUHSD bargaining unit agreement.

Ron Kuntz, Assistant Superintendent
Tamalpais Union High School District

Date: 9/12/97

Bill Bridges, President
CSEA Chapter #549

Date: 9/12/97

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TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

OFFICE OF THE ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

TO: All Classified Employees

FROM: Ron Kuntz & Bill Bridges

DATE: February 12, 1996

SUBJECT: M.O.U. - Payment of Classified Employees for School Closure December 12 (All Sites) and December 13 (Tamalpais Only)

In the event weather conditions cause the closure of a school site/work station:

A. Classified employees will not be expected to be at work unless required or authorized to report for duty by their immediate supervisor or designee.

Note: If an employee comes in, it is up to the supervisor to either send him/her home or authorize remaining a whole or a partial day.

B. If the day is not rescheduled (waived by the State)

1. Employees who did not report for duty:
   a. will not be required to make up time
   b. will not be charged a personal necessity day

2. Employees who did report for duty:
   a. will be given an additional day of vacation or straight time compensatory for each day or portion thereof that was authorized to work.

C. If the day is rescheduled: (required to be made up, not waived by State)

1. Employees who did not report for duty:
   a. 9 month employee will make up the day(s) when it is rescheduled for students
   b. 10, 11, 12 month employees will make up the day when designated by the District or by using one of the following options:
      1) use vacation time
      2) be charged a personal necessity day
      3) use compensatory time

2. Employees who did report for duty as required or authorized once there:
   a. will not be required to make up the day - (but may be requested to work so that school can function with adequate staff)
   b. will not be charged a personal necessity day

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. BOX 605 - LARKSPUR, CA 94977 - (415) 945-3737 - FAX (415) 945-3766

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

MEMORANDUM OF UNDERSTANDING BETWEEN TAMALPAIS UNION HIGH SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 549

The Tamalpais Union High School District and California School Employees Association, Chapter 549 agree to the following:

1. That the math reader position at Redwood shall be considered a classified bargaining unit position.

2. That the short-term status for the district English reader positions will remain short-term through June 30, 2003. Short-term status means any person who is employed to perform a service for the district, upon completion of which, the service required or similar services will not be extended or needed on a continuing basis.

3. That any future English reader positions that are funded through donations and/or grants for one year or less shall be of short-term status.

4. That short-term employee readers shall not work more than 195 days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

5. That short-term employee readers shall be evaluated on their performance according to Article VIII - Evaluation Procedures.

6. That step placement on the classified salary schedule for short-term readers shall be in accordance with the language in Article X - Salary and Allowances, Section G. Step Placement.

7. That after June 30, 2003, the District and CSEA shall review the hiring practices and the need for English readers.

8. Should it be determined that there was a continuous, on-going need for employment of English readers, it is the intent of the parties to make those English reader positions part of the bargaining unit.

Bill Bridges, CSEA President

Date: 10/30/00

Ron Kuntz, Assistant Superintendent

Date: 10/31/2000

cc: Director of Personnel
Bill Bridges, CSEA President
Nancy Weaver, CSEA Field Rep
Principals

f:\csea\readers.mou

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Between Tamalpais Union High School District and California School Employees Association (CSEA) Chapter 549 Regarding the Certified Athletic Trainer Position at Redwood High School

The Redwood High School Benchwarmers, a parent support group for athletics, seeks to have the services of a certified athletic trainer at Redwood High School, fully funded by the Benchwarmers. The Tamalpais Union High School District and CSEA agree to create and open one *Certified Athletic Trainer* position at Redwood High School with the following guidelines:

- The *Certified Athletic Trainer* position shall be a ten-month position, 184 days. The salary shall be set at the 23.5 salary range, which includes the night shift differential.
- The position shall be a part-time (25 hours/week), probationary position.
- Normal working hours for the position shall be five (5) hours per day, Monday through Friday, 2:30-7:30 p.m. Any work beyond 25 hours/week shall be paid on an hourly basis. Work beyond 40 hours/week shall be paid as overtime.
- Any work done on a Saturday, as the sixth day of work in a week, shall be paid at the overtime rate.
- The primary supervisor shall be the administrator in charge of athletics at the high school.
- The certified athletic trainer shall be evaluated according to the CSEA contract by the primary supervisor.
- An initial meeting shall be scheduled with the employee, supervisor(s) and CSEA representative(s) as soon after employment as possible.
- Should Benchwarmers' funding for salaries and benefits be insufficient to fully fund this position, a layoff will be necessary and the employee shall receive all the notifications and rights provided by the classified agreement. The District may elect at that time to leave the position unfilled.

Bill Bridges

Bill Bridges, CSEA President

Date: 11/1/02

Arvo Toukonen

Arvo Toukonen, Assistant Superintendent

Date: 31 Oct 2002

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. BOX 605 · LARKSPUR, CA 94977 · (415) 945-3737 · FAX (415) 945-3766

MEMORANDUM OF UNDERSTANDING BETWEEN TAMALPAIS UNION HIGH SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 549

CSEA and the District agree on the conditions surrounding the increase in the school year for 1998-99 and its affect on classified employees in the bargaining unit who work less than 216 days. The parties agreed to the following:

1. The District shall establish a minimum work year of 184 days for all employees currently assigned to work less than 216 days during the school year.

2. The 184 days shall consist of 180 students days, 1 District day, 3 Staff Development and/or Instructional Improvement days.

3. All employees shall work the additional days assigned over and above the 184 days for the 1998-99 school year as determined by site administration in June of 1998.

4. The District and CSEA are continuing to negotiate a recommended work year consistent throughout the District for employees in the same classification but located at different sites. The recommendation will be for implementation during the 1999-2000 school year.

Bill Bridges, CSEA President

Date: 11/3/98

Ron Kuntz, Assistant Superintendent

Date: 11/3/98

cc: Director of Personnel
Bill Bridges, CSEA President
Eric Hill, LSSWB
Nancy Weaver, CSEA Field Rep
Principals

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TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Between Tamalpais Union High School District and California School Employees Association (CSEA) Chapter 549

CSEA and the District agree to a revision in the work year for classified employees who work fewer than 216 days.

It has been the concern and the interest of the parties to bring about a consistency and similarity in the number of work days for classified positions having the same title but under different school administration.

The following positions shall be assigned these designated number of work days. The Paraeducator position in Tamiscal's Adult Education and the Campus Staff Assistant at San Andreas have been determined to require a number of work days different from the three comprehensive schools due to the programs delivered.

Work Year for Classified Employees Working Fewer than 216 Days

Job Classification	Designated Work Days
Campus Staff Assistant	186
Campus Staff Assistant – San Andreas	190
Certified Athletic Trainer	184
Clerk I	192
Clerk II – Receptionist	186
Clerk III – Attendance	193
Clerk IV – Counseling Office	186
Clerk IV – Redwood	184
College & Career Specialist	195
Delivery/Warehouse – Food Service	184
Food Service Worker	184
Food Service Manager	186
Health Specialist	186
Library Specialist	196
Paraeducator	186
Paraeducator – Adult Education/Tamiscal	109*
Reader	**
Secretary – DISC/Drake	206
Service Center Specialist	201

Note: * = Special Requirements (evening classes)
Note: ** = Refer to Appendix J

Bill Bridges, CSEA President

Date: April 18 2006

Arvo Toukonen, Assistant Superintendent

Date: 18 April 2006

cc: Director of Personnel
Position Control
Payroll
Bill Bridges, CSEA President
Stan Bransgrove, CSEA Labor Relations Rep
Principals

(Removed)

Classified Supervision – Interest Survey

Each year there may be opportunities for classified personnel to supervise games and activities at the three comprehensive high schools in the district. The district is committed to providing the highest standard of supervision and safety which may entail the employment of added personnel to staff events *(time clock/score keeper staff are exempt from this process due to a detailed training requirement)*.

Supervisors at events may be required to do the following: mediate differences between individuals, deal with challenging people, provide general crowd control, ensure that school rules are being adhered to, be watchful for students who may be under the influence of drugs or alcohol, de-escalate situations that may arise, and perform other duties as assigned. Supervisors will be expected to be able to handle any situation that may arise in support of having safe and orderly events. *Supervisors will attend training session(s) as required by each site to qualify for these opportunities.*

Campus Assistants will be the first classified employees asked at each school site if they would like to supervise at any event. If there is more than one employee in either of these positions at a site, employees will be asked on a rotating basis. An administrator at each site will coordinate, prepare, and implement this rotating process.

Other interested classified employees at each site may then be asked on a rotating basis if they would like to supervise at any event. If there is an inadequate number of classified employees needed at a school's event, classified employees from other sites may be offered the opportunity to supervise.

The employee will be compensated at the rate of time and one half of the Campus Staff Assistant classification at top step.

Please complete this interest survey below if you would like to be contacted to supervise at school events. Return this form to the Personnel Office by _____.

Thank you.

Classified Supervision Interest Survey

This survey will be used for the _____ school year.

Name:	**Site:**
Position:	**Contact number(s):**

	Own Site	Any District Site
I would like to supervise at:		

Please return survey to the Personnel Office by _____.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #549

Regarding substitute procedure for Health Specialist position. The District and CSEA agree that in the absence of a Health Specialist at a comprehensive high school:

1) A substitute will be contacted from the District-created Health Specialist substitute list.

2) If no substitute is available, an on-site bargaining unit member from the site voluntary pool will be the substitute for a short term basis. (For long term, see AR 4221(a).)

   a) Employees constituting the pool shall have current Red Cross certificates in first aid and CPR.
   b) Employees in this pool will be assigned on a rotational basis.
   c) Employees will be compensated for work out-of-class as stated in Article X, Section E.

3) If there is no substitute available, site administration is responsible for providing necessary health services.

4) A bargaining unit member shall have the right to decline Health Specialist work except in emergency situations. An emergency is defined as a condition that cannot be reasonably foreseen and is threatening to the health or safety of students or staff, or to District property.

5) Under Education Code 49407, no school district employee shall be held liable for the reasonable treatment of a student without the consent of the parent/guardian when the student requires reasonable medical treatment and the parent/guardian cannot be reached, unless a written objection to medical treatment has been filed with the school District.

6) Only 2c (above) is subject to grievance.

Ron Kuntz, Assistant Superintendent
Tamalpais Union High School District

Date: 4/2/99

Bill Bridges, President
CSEA Chapter #549

Date: 4/2/99

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TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. BOX 605 · LARKSPUR, CA 94977 · (415) 945-3737 · FAX (415) 945-3766

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

MEMORANDUM OF UNDERSTANDING BETWEEN TAMALPAIS UNION HIGH SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 549

STAR TESTING GUIDELINES

Due to the impact of STAR testing on the workload of some classified employees, CSEA and the District agree the following guidelines are suggested.

- Each site is requested to create a team composed of team leaders and support people. In addition to other tasks, the team will determine a site calendar for effective administration of the STAR test.
- Request that the District Office testing coordinator work with the site administration testing coordinators to improve the distribution of the workload so one person is not greatly impacted.
- Due to the STAR testing needs, opportunity for employees to work overtime will be offered before hiring short term personnel.
- If the overtime needs are not met by current employees, short term help may be hired.
- Recommend the District create a STAR testing budget to support site needs regarding staffing and supplies.

Bill Bridges

Bill Bridges, CSEA President

Date: 6/16/00

Ron Kuntz

Ron Kuntz, Assistant Superintendent

Date: 6/16/2000

cc: Director of Personnel
Bill Bridges, CSEA President
Eric Hill, LSSWB
Nancy Weaver, CSEA Field Rep
Principals

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. BOX 605 - LARKSPUR, CA 94977 - (415) 945-3737 - FAX (415) 945-3766

Memorandum of Understanding Regarding PERS Dates and Dates of Hire

During contract negotiations for 2001-02, CSEA and District negotiators reviewed hire dates, board approval dates and PERS membership dates for current classified employees.

CSEA and the District agree that the recorded probationary hire date for Sally Robert was apparently incorrect and agree that the correct probationary hire date shall be January 10, 1991.

CSEA and the District agree that the PERS membership dates for the following employees were incorrectly reported and agree that the District will take the proper steps to report the correct dates to PERS and to purchase the additional service credit for those employees.

This MOU will affect the following employees, who will each receive a memorandum specifying the correction to the PERS date. A copy of the memorandum to the employee will be placed in the employee's personnel file.

Gabriel Freitas
Harold Oden
Sam Oden
Jay Orendorff
Paul Potter
Sally Robert
Michelle Rondoni
Kelly Starrett
Marian Wilkie

Parties agree they will not revisit in future negotiations the PERS date issue with regards to any current or retired district employees.

Bill Bridges, CSEA President

Date: 12/5/01

Arvo Toukonen, Assistant Superintendent

Date: 12/5/01

MEMORANDUM OF UNDERSTANDING

between CSEA Chapter 549

and

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

Temporary Vacation Positions

The optimum times for completion of custodial and maintenance work, other than that performed on a regular basis by district employees, are periods when school is not in session, i.e., school vacations and holidays.

During these periods, the District may employ qualified temporary workers to provide support for regular classified staff. It is understood that the persons doing the work under this memorandum shall be functioning below a journey level of skill. Individuals employed in these positions are not entitled to any benefits of a permanent or probationary employee including credit towards permanent status.

There shall be two (2) such temporary job classifications:

1) Maintenance/Operations Helper - job description attached, shall be placed on Step 1, Range 17.0 of the classified salary schedule.

2) Vacation Crew Supervisor - job description attached, shall be placed on Step 1, Range 23.5 of the classified salary schedule.

The process used to fill these positions shall be as follows:

Applicants who meet the qualifications identified in the job description for this position shall be considered in the following order:

M & O Helper

1) Employees who were laid off and who are on the 39 month rehire list, and
2) Ten (10) and eleven (11) month employees, provided the assignment will not interfere with the employee's regular assignment, and
3) All other applicants.

over---

Vacation Crew Supervisor

1) Employees who were laid off and who are on the 39 month rehire list, and
2) Bargaining unit employees, and
3) All other applicants.

In the event that the Board of Trustees declares a lack of funds and/or a lack of work and implements layoffs or reductions in hours of classified employees, the parties agree to hold this agreement in abeyance for a sufficient time period to allow the parties to meet and confer. The meet and confer process will include discussion of the need for layoffs, including which classifications will be affected, and the need to institute additional temporary vacation work. Agreements from the meet and confer process may encompass:

1) Not employing temporary vacation workers and utilizing available funds to minimize classified layoffs.

2) That the need for classified layoffs is unrelated to the need for temporary vacation work. In this case, both layoffs and temporary vacation work will be implemented, and the above procedure may be followed or modified according to the meet and confer agreement reached.

3) Not reaching agreement when there is a relationship between the work performed by laid off employees and the temporary workers (i.e., maintenance or custodial layoff), or the parties disagree about the existence of a relationship, then PERB rules regarding negotiations will govern.

Bill Bridges, CSEA

Date: 1/20/93

Sue Loar, Clerk
Board of Trustees

Date: 1-26-93

MAINTENANCE & OPERATIONS HELPER

SHORT-TERM POSITION

Definition

Under Supervision:

Assist with a variety of maintenance, gardening, and custodial duties.

Examples of Duties

Sweep, mop, scrub and wax floors

Move and arrange furniture and equipment

Remove and paint over graffiti

Paint

Dig ditches

Clean storm drains

Cultivate, water, prune, trim and fertilize shrubs, lawns, trees and plants

Mow and edge lawns

Assist with a variety of maintenance/gardening /custodial duties as required.

Desirable Qualifications

Ability to perform 8-hours per day of custodial, maintenance, gardening or other physical labor, under supervision.

VACATION CREW SUPERVISOR

SHORT-TERM POSITION

Definition

Under Director of the Director of Maintenance, organize assignments for and supervise the work of Maintenance/ Operations helpers in vacation periods.

Examples of Duties

Train workers in the use of materials and equipment

Provide safety training

Organize crews of short-term workers

Assign to job sites

Arrange for necessary materials and equipment

Inspect the work at regular intervals

Review each job on completion

Desirable Qualifications

Ability to work well with employees of all ages

Ability to perform 8 hours per day of physical labor

Knowledge of basic skills related to maintenance and operations

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Closure of Drake High School (September 16-19, 2002)

A major failure of the electrical system at Drake High School necessitated the closing of the school to students for four days, September 16-19, 2002. Most classified employees were told to stay home. Several were required to work.

CSEA and the District agreed to the following compensation guidelines:

- Employees who stayed home will receive their regular pay for the days of closure. There will be no loss of pay for any employee.

- Employees who worked during the days of closure, whether at the school or at home, will receive overtime pay for the hours they worked or compensatory time off for the hours they worked (their choice) in addition to their regular pay. The compensatory time off must be taken at a time mutually agreeable between the employee and his/her supervisor.

- If any additional days are scheduled to make up for the days of closure, ten and eleven month employees who are required to work outside their work year will be paid according to the CSEA contract for the additional days worked. Those employees who are unable to work the additional days shall not be required to work. CSEA shall be included in discussions regarding the scheduling of additional days.

CSEA and the District agree that this MOU is non-precedent setting. In the same manner, the MOU in Appendix J of the CSEA contract is not considered a precedent for other emergency situations. Each emergency situation shall be treated separately as it occurs. As soon as possible, the District will meet with CSEA to discuss the impact of the emergency.

Bill Bridges

Bill Bridges, CSEA President

Date: 10/15/02

Arvo Toukonen

Arvo Toukonen, Assistant Superintendent

Date: 10/15/02

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Closure of Redwood and Tamalpais High Schools (November 8, 2002)

Power outages at Redwood and Tamalpais High Schools necessitated the closing of these schools on November 8, 2002. At Redwood, most classified employees were notified prior to the start of their work day and told to stay home. Some Redwood High School employees already on site worked for a few hours. At Tam, staff and students began a regular day of instruction and then were sent home at about 10:45 a.m. when power was lost. A few employees remained at the school for several hours.

CSEA and the District agreed to the following compensation guidelines for classified employees for the day of closure:

- Employees who stayed home will receive their regular pay for the day of closure. There will be no loss of pay for any employee.
- Employees assigned to and who worked at Redwood High School, or at Tamalpais High School after its closure, will receive additional straight time pay for the hours they worked.

CSEA and the District agree that this MOU is non-precedent setting. Each emergency situation shall be treated separately as it occurs. As soon as practical in an emergency situation, the District will meet with CSEA to discuss the impact of the emergency.

Bill Bridges, CSEA President

Date: 11/25/02

Arvo Toukonen, Assistant Superintendent

Date: 11/25/02

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Closure of Drake and Tamalpais High Schools (December 16, 2002)

Power outages at Drake and Tamalpais High Schools necessitated the closing of these schools on December 16, 2002. A few classified employees at each site were required to work for a few hours on that day.

CSEA and the District agreed to the following compensation guidelines for classified employees for the day of closure:

- Employees who stayed home will receive their regular pay for the day of closure. There will be no loss of pay for any employee.
- Employees assigned to and who worked at Drake High School or at Tamalpais High School will receive additional straight time pay for the hours they worked.

CSEA and the District agree that this MOU is non-precedent setting. Each emergency situation shall be treated separately as it occurs. As soon as practical in an emergency situation, the District will meet with CSEA to discuss the impact of the emergency.

Bill Bridges, CSEA President

Date: 2/11/03

Arvo Toukonen, Assistant Superintendent

Date: 2/11/03

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Closure of Redwood and Tamalpais High Schools (November 8, 2002)

ADDENDUM

Power outages at Redwood and Tamalpais High Schools necessitated the closing of these schools on November 8, 2002. At Redwood, most classified employees were notified prior to the start of their work day and told to stay home. Some Redwood High School employees already on site worked for a few hours. At Tam, staff and students began a regular day of instruction and then were sent home at about 10:45 a.m. when power was lost. A few employees remained at the school for several hours.

CSEA and the District agreed to the following compensation guidelines for classified employees for the day of closure:

- Employees who stayed home will receive their regular pay for the day of closure. There will be no loss of pay for any employee.
- Employees assigned to and who worked at Redwood High School, or at Tamalpais High School after its closure, will receive additional straight time pay for the hours they worked.
- **Confidential District Office employees who worked on November 8, 2002, will receive additional straight time pay for the hours they worked.**

CSEA and the District agree that this MOU is non-precedent setting. Each emergency situation shall be treated separately as it occurs. As soon as practical in an emergency situation, the District will meet with CSEA to discuss the impact of the emergency.

Laurie Famera, Secretary

Arvo Toukonen, Assistant Superintendent

Michelle Rondoni, Secretary

Date: June 9, 2003

Date: 9 June 2003

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding regarding the District Modernization Program and Guidelines for Relocation of Classified Employees

Due to the multiyear district modernization program, it is expected that many classified employees will be required to participate in the relocation of their work area to temporary or permanent locations. It is also expected that some employees may be asked to participate in their relocation on days or at times that they would not normally work. The District and CSEA agree that modernization moves are extraordinary circumstances and have developed the following guidelines in order to facilitate the success of the modernization program.

This MOU is in effect until the modernization process is complete.

1. Notification – Employees will be given a minimum of 30 days notice of their relocation dates.

2. Consultation – If possible, at least two (2) weeks prior to moving, employees will be shown their new work area. In agreement with their supervisor, employees may designate the location of the furniture, file cabinets, office machinery, or other items relevant to their work at their new work area.

3. Moving/Storage Supplies – Every attempt will be made to provide employees with the appropriate containers, labels, tape, etc. within one (1) week after notification of the move allowing three (3) weeks minimum for packing.

4. Relocation Tasks – For most employees relocation tasks include 1) packing and unpacking personal and work related materials from in and around their desk, workstation, or work area and 2) the labeling of boxes, desks, office furniture, file cabinets, computers, printers, office machines or vocational equipment. The District will provide assistance to employees who are unable to perform any of these tasks due to a disability or limited physical abilities.

5. Dedicated Time – Employees will be given a reasonable amount of time to perform the tasks needed to relocate. Normal job duties may be adjusted by the supervisor to incorporate tasks needed to relocate. Overtime hours, either to perform normal job duties or relocation tasks, may be authorized in advance by the supervisor, as needed.

6. Compensation & Conditions
   a. Any employee required to perform relocation tasks on a weekend will receive pay equal to time and one half at their current pay rate for these hours. The employee's supervisor must approve the overtime hours in advance.

b. In most cases, total overtime hours for an employee's own relocation shall not exceed eight (8) hours except as stated in (h) below.

c. Full time and part time employees who are employed less than 260 days and are required to perform relocation tasks on days that they would not normally be required to work will be compensated at their current pay rate and will not be required to work more than 8 hours per day. The employee's supervisor must approve the extra hours in advance.

d. The District will attempt to provide employees with two (2) weeks notice if relocation tasks must be performed outside the employee's regular work hours.

e. Relocation tasks outside regular work hours will not be assigned to an employee at times when the employee may be obligated to another employer or required to attend to family obligations, such as child care, or other significant personal commitments.

f. Employees will not be required to perform relocation tasks on holidays specified in the collective bargaining agreement, except in emergency circumstances. In case of such emergencies, employees who work on holidays specified in the collective bargaining agreement shall be paid triple time for the hours they work.

g. No compensatory time shall be authorized for overtime hours related to relocation tasks.

h. For unusual circumstances, the principal or site administrator in charge of facilities, supervisor or Modernization Move Coordinator may authorize additional hours in advance of the additional work.

7. Evaluation: If the workload is increased due to modernization, employees shall not be negatively evaluated if it is not reasonably possible to complete the work at the previous standard due to the increased workload.

8. Custodial issues: Custodians are the classified group which will be most impacted by modernization/relocation tasks. To address their possible workload issues:

a. During the custodian's regular work day, the custodian will perform relocation tasks for modernization based on work orders. Those work orders will be authorized by a supervisor, principal or designee.

b. A supervisor may excuse a custodian from regular job duties to make time available for relocation tasks during regular work hours.

c. Overtime shall be authorized in advance, as needed, to complete the requested relocation tasks or to complete regular job duties.

Bill Bridges

Bill Bridges, CSEA Chapter President

3/7/03

Date

Arvo Toukonen

Arvo Toukonen, Assistant Superintendent

March 7, 2003

Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and CSEA, Chapter 549, regarding the District Takeover of the Special Education Program

The District and CSEA agree to the following provisions regarding the District takeover of the Special Education Program (classes for non-severely handicapped students only) from the Marin County Office of Education (MCOE). This MOU shall be effective as of April 9, 2003, as it affects the hiring process for the 2003-04 school year.

- These positions in the Special Education program shall be a part of the CSEA bargaining unit:

  Instructional Assistants
  Secretary

- Job descriptions for the above positions shall be the same job descriptions currently in use in the District.

- If the District plans to hire a certificated nurse, the District will meet with CSEA to negotiate the effects.

- Classified staff hired by the District to work in the Special Education program shall be eligible for District-paid medical, dental and vision coverage, as provided in the CSEA contract, as of October 1, 2003. It will be each employee's responsibility to bridge the benefit gap through accessing COBRA for benefits until they are eligible to receive benefits from the District.

The following provisions apply only to MCOE instructional assistants who have been assigned to programs taken back by the District:

- MCOE instructional assistants with at least fourteen (14) years of experience in the Special Education program in the District who are then employed by the District as an instructional assistant will be placed at step five (5) in range 16.5.

- The District shall offer MCOE instructional assistants the opportunity to interview for instructional assistant positions after in-District transfer and promotional candidates and before outside applicants. This offer shall apply only during the Spring 2003 interview process.

- MCOE instructional assistants who are hired as an instructional assistant by the District shall receive one (1) year of District service credit toward retirement with benefits and block incentive for every two (2) years they have been assigned to work in the District, rounded up to the next full year. A letter to that effect shall be placed in each instructional assistant's personnel file, if they are eligible to receive District credit toward the retirement with benefits and block incentive program.

Bill Bridges, CSEA Chapter President

4/2/03
Date

Arvo Toukonen, Assistant Superintendent

4/2/03
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding the Board Resolution for Classified Reduction in Force, Passed on April 29 and May 13, 2003

This MOU is intended to resolve Article XV, Section D 3, regarding the bumping process within classification (displacement).

An employee whose position is eliminated or reduced in hours shall have the right to displace an employee with less seniority in the same job classification. Employees displaced by senior employees have the same rights to displace junior employees as described above.

The displacement process outlined above shall be conducted in a timely manner and be completed no later than May 30, 2003, unless otherwise mutually agreed.

Refer to Article XV, Section E for laid-off employees who have bumping rights in a lateral or lower classification.

If any positions are reinstated by December 31, 2003, the parties will meet to discuss the order of possible reinstatement of employees into reinstated positions.

Bill Bridges

Bill Bridges, CSEA Chapter President

5/6/03

Date

Arvo Toukonen

Arvo Toukonen, Assistant Superintendent

6 May 2003

Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding regarding the Adult Education College & Career Specialist Position posted in May 2003

The District and CSEA agree that the Adult Education College & Career Specialist position will be posted for less than 184 days per year. The parties agree to waive the language in the CSEA contract in Article II, Section A.1 regarding the Monday to Friday work week and in Appendices L and M regarding the length of the work year. The work week will coincide with Adult Education classes.

Bill Bridges, CSEA Chapter President

5/19/03
Date

Arvo Toukonen, Assistant Superintendent

19 May 2003
Date

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21st Century

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and CSEA, Chapter 549, regarding Salary Compensation for the 2002-2003 School Year

The District and CSEA agree to the following provisions regarding salary compensation for the 2002-2003 work year:

1. For the 2002-2003 year only, the District shall provide an off-the-salary schedule salary payment to classified employees. The amount of such off-schedule salary payment shall be three and one-half per cent (3.5 %) of the regular salary earned by the employee between July 1, 2002 and June 30, 2003.

2. The off-schedule salary payment shall not apply to stipends, hourly pay, overtime, summer school or any other extra-duty compensation.

3. The classified salary schedule (Article X, Section A) shall be amended to reflect this one-time payment.

4. This one-time payment shall be reported to PERS as special compensation.

5. Effective July 1, 2003, the classified salary schedule reverts to the schedule in effect prior to the amendment in #3 above.

6. This memorandum of understanding is non-precedent setting.

Bill Bridges, CSEA Chapter President

6/6/03
Date

Arvo Toukenon, Assistant Superintendent

6 June 2003
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and CSEA, Chapter 549, regarding Salary Compensation for the 2003-04 School Year

The District and CSEA agree to the following provisions regarding salary compensation for the 2003-04 work year:

On the Schedule

For 2003-04, monthly salaries shall be increased by three percent (3%) of the monthly salary set forth in the salary schedule in effect for 2002-03 (which was the same salary in effect in 2001-02).

Off the Schedule

1. For the 2003-04 year only, the District shall provide an off-the-salary schedule salary payment to classified employees. The amount of such off-schedule salary payment shall be one percent (1 %) of the employee's salary based on the salary schedule in effect on July 1, 2001 (which is the same salary schedule for 2002-03).

2. The off-schedule salary payment shall not apply to stipends, hourly pay, overtime, summer school or any other extra-duty compensation.

3. This one-time payment shall be reported to PERS as special compensation.

4. This memorandum of understanding is non-precedent setting.

Bill Bridges, CSEA Chapter President

Dec 1 2003
Date

Arvo Toukonen, Assistant Superintendent

1 Dec. 2003
Date

H:MOUsal03

TAMALPAIS UNION HIGH SCHOOL DISTRICT

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Between Tamalpais Union High School District and California School Employees Association (CSEA) Chapter 549 Regarding Health Specialists

Health Specialist Services and Assignments 2003-2004

A. Health Specialist Staffing for 2003-2004

For the 2003-2004 school year, the Tamalpais District will have two, seven-hour-per-day health specialist positions to serve the three comprehensive high schools.

There are three health specialists currently working in the two positions. Connie Tellep works one position at thirty-five hours per week. Yvonne Thurmond works 60% of the second position (21 hours per week). Nannette Drummer works the remaining 40% of the second position (14 hours per week). The health specialists work seven-hour days.

B. Health Specialist Assignments for 2003-2004

For the 2003-2004 school year, the health specialists will be assigned to the three comprehensive high schools according to the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday
Connie Tellep	Redwood	Redwood (T)	Redwood	Drake (R)	Redwood (D-am)
Yvonne Thurmond			Tam (D)	Tam	Tam (D-pm)
Nannette Drummer	Drake (T)	Drake			

The letters in ( ) indicate when a health specialist is on call for another school.

Health specialist coverage at each of the comprehensive schools is as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
Drake	Nannette	Nannette	(Yvonne on call)	Connie	(am-Connie on call) (pm-Yvonne on call)
Redwood	Connie	Connie	Connie	(Connie on call)	Connie
Tam	(Nannette on call)	(Connie on call)	Yvonne	Yvonne	Yvonne

C. Guidelines for "On Call" Services

The following situations will necessitate a health specialist "on-call" visit when a school is without an assigned health specialist on any particular day:

- emergencies/accidents involving injuries
- actions requiring a nurse, such as injections
- any situation requiring a medical assessment

On-call health specialists are to be available by telephone for consultations at all times, except during their break and lunch periods.

An administrator at each comprehensive school shall be responsible for making the determination in any health-related situation to request a site visit from an on-call health specialist.

A log will be kept at each school of students in need of health-related services when the health specialist is not present.

D. Expectations related to Job Duties and Evaluation

The following job duties and responsibilities shall be priorities for the health specialists. If a school has two health specialists assigned to it, the one there the majority of the time will be responsible for the top priority duties.

Top Priorities

- render first aid and emergency health care to pupils as permitted by state law
- ensure 100% immunization of students and 100% completion of student health records
- ensure completion of emergency cards and data entry of this information
- notify staff and administration of students with special health needs
- communicate with counselors about students with special needs
- complete accident report forms and route for signatures

Secondary Tasks

- maintain first aid supplies in the health specialist/nurse area
- distribute first aid supplies, such as latex gloves, band-aids, etc., to school staff
- provide school contact person with appropriate log forms for student health visits when the health specialist is not on site

Duties to be Completed as Time Permits

- mandated hearing tests (10th grade students) – by certified audiologists only on an extra hours basis
- TB testing (for employees) – on an extra hours basis
- preparing first aid kits for classrooms
- assisting with school site disaster preparedness planning
- other health-related activities, such as blood drives, smoking cessation classes, etc.
- other tasks, including helping with routine office tasks

For the 2003-2004 school year, the health specialists shall be evaluated as follows:

Yvonne Thurmond	Remain on two-year cycle. Next evaluation is April 2005.
Connie Tellep	Remain on one-year cycle. Next evaluation is October 2003.
Nannette Drummer	Evaluate as appropriate by status and contract provisions.

Yvonne and Connie retain their current supervisors who evaluate them. Nannette will be assigned an administrator to supervise and evaluate her work when she begins the assignment at Drake.

E. Mileage

The health specialists shall be compensated at the current mileage rate of $.36/mile (IRS rate) for travel between schools when required to make a site visit while on call.

F. Review of Health Specialist Assignments for 2003-2004

The District and CSEA will review the 2003-2004 health specialist assignments and expectations at least twice during the school year. The first review will be in January 2004, and the second review will be in May 2004.

G. Effects of Layoff of 1 FTE Health Specialist

1. There will be two (2) positions at each school site that the site will designate as the primary and secondary contact persons for minor first aid care in the absence of a Health Specialist. The two (2) designated positions shall be the receptionist (Clerk II) and the attendance clerk (Clerk III).

   Minor first aid care shall be defined as care that does not involve contact with bodily fluids. Minor first aid includes, but is not limited to, the dispensing of band-aids, tampons, approved medications in pill or liquid form, ice packs, and/or home phone calls to parent or guardian. Any medical care that involves contact with bodily fluids or may be more serious than minor first aid shall be forwarded to a designated site administrator, the on-call health specialist or 911. Injections or invasive procedures will not be required of classified staff outside the classification of Health Specialist, except as required of an instructional assistant by an IEP.

2. When a Health Specialist is absent from his/her position for any reason, the District will seek coverage by a substitute employee beginning with the first (1st) day of absence.

3. In the absence of a Health Specialist, the primary student contact employees for minor first aid at Drake and Tam shall receive an annual stipend of $1500. The primary contact person at Redwood shall receive an annual stipend of $750. The secondary contact employees at Drake and Tam shall receive an annual stipend of $500. The secondary contact person at Redwood shall receive an annual stipend of $300. These stipends shall not be pro-rated for the 2003-04

school year. The stipends for the 2004-05 year shall be one half the above amounts and shall terminate on 12/31/04. The payment of these stipends by the District shall not set a precedent for other layoff situations.

4. The supervisor(s) of the employees designated as the student health contacts shall take into consideration the increased workload due to new duties when evaluating these employees.

5. All persons serving in positions who are expected to administer minor first aid to students shall receive training as appropriate.

6. Per Education Code section 49407: Notwithstanding any provision of any law, no school district, officer of any school district, school principal, physician, or hospital treating any child enrolled in any school in any district shall be held liable for the reasonable treatment of a child without the consent of a parent or guardian of the child when the child is ill or injured during regular school hours, requires reasonable medical treatment, and the parent or guardian cannot be reached, unless the parent or guardian has previously filed with the school district a written objection to any medical treatment other than first aid.

7. The District and CSEA's negotiating team will review this agreement in January 2004.

Arvo Toukonen, Assistant Superintendent

28 Oct 2003
Date

Bill Bridges, CSEA Chapter President

Oct 28, 2003
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

ADDENDUM

to

Memorandum of Understanding Between Tamalpais Union High School District and California School Employees Association (CSEA) Chapter 549 Regarding Health Specialists

G. Effects of Layoff of 1 FTE Health Specialist

New Language:

8. Effective 1/1/05, in the absence of a Health Specialist, the primary and secondary student contact employees for minor first aid for students shall be paid the following annual stipend amounts. One-half of the amounts below shall be paid to these student contacts for the spring semester of the 2004-05 school year.

Primary contact at Drake and Tamalpais	$2,000/year
Secondary contact at Drake and Tamalpais	665/year
Primary contact at Redwood	1,000/year
Secondary contact at Redwood	400/year

Arvo Toukonen, Assistant Superintendent

3/14/05
Date

Bill Bridges, CSEA Chapter President

3/14/05
Date

BOT APPROVED
3/22/05

ADDENDUM
to
Memorandum of Understanding Regarding the Classified Reduction in Force
Passed on September 22, 2010

Health Specialist Staffing beginning August 16, 2010

The following schedule will be in place for District Health Specialists at the beginning of the school year and will be reviewed in December of 2010 and in June of 2011.

WEEK 1

	Monday 1	**Tuesday 1**	**Wednesday 1**	**Thursday 1**	**Friday 1**
Health Specialist *N*	Drake (7 hours)	Tam (7 hours)			
Health Specialist *W*		Redwood (6 hours)	Redwood (6 hours)	Tam (8 hours)	Redwood (6 hours)

WEEK 2

	Monday 2	**Tuesday 2**	**Wednesday 2**	**Thursday 2**	**Friday 2**
Health Specialist *N*	Drake (7 hours)	Drake (7 hours)			
Health Specialist *W*		Redwood (6 hours)	Redwood (6 hours)	Tam (8 hours)	Redwood (6 hours)

New language to supersede the addendum to the MOU dated 3/14/05 (page 107).

Effective 8/16/2010, in the absence of a Health Specialist, the primary and secondary student contact employees for minor first aid shall be paid the following annual stipend amounts:

- Primary contact at Drake and Tamalpais $4,000/yr
- Secondary contact at Drake and Tamalpais $1,330/yr
- Primary contact at Redwood $2,600/yr
- Secondary contact at Redwood $1,040/yr

Primary and secondary contacts will be unit members selected by the Principal at each site and will be based on employees' proximity to the health specialist facilities, experience and training in minor first aid and willingness to do the serve in that capacity.

This MOU shall be effective only upon approval by the Tamalpais Union High School District Board of Trustees.

Bill Bridges, President
CSEA, Chapter 549

Lori Parrish, Assistant Superintendent

Markey Lees, CSEA
Labor Relations Representative

11/15/2010
Date

John Carroll, Assistant Superintendent, HR

11/15/10
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and CSEA, Chapter 549, regarding the Extension of Reemployment Rights for a Laid-off Health Specialist

Awaiting the outcome of the K.C. Settlement injunction, CSEA and the District agree to extend Millie Heim's reemployment rights in the classification of health specialist for one additional year beyond the expiration date (10/1/08) of the original 63-month period from the effective date of her layoff in that classification. CSEA and the District further agree to reevaluate the extension at the end of the twelve months to consider another twelve-month extension, pending the outcome of the injunction of the K.C. Settlement and Legal Advisory.

Bill Bridges, CSEA Chapter 49 President

3/28/08
Date

Kathleen Bennett, Asst. Supt. – HR

3/24/08
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Between Tamalpais Union High School District and CSEA Chapter 549 Regarding Effects of Layoffs for the Following Positions: Custodian, Staff Assistants, Clerk IV – Personnel, Clerk II – Receptionists, Secretary – DISC and Food Service

The District and CSEA agree to the following and recommend that the Board review all the layoffs and reductions in this Memorandum of Understanding:

I. Custodian

Tamalpais

- *Reduction of one full-time position:* **CSEA and the District recommend that this position be reviewed for possible reinstatement in January 2004.**
- Custodial routes will be revised as needed.
- Custodians shall take immediate direction from the lead custodian regarding teachers' requests. Staff members shall be asked to direct requests to the lead custodian.
- During evaluations, consideration shall be given to the fact that cleaning expectations have been revised due to the reduction in custodial staffing.
- Community Education will begin charging community groups who use TUHSD facilities for custodial services with a minimum charge of two hours per use.
- Community Education personnel will attend the weekly administrative meeting to coordinate facilities use with school and custodial personnel.
- Custodians are not responsible for or expected to open doors for Community Education evening instructors.

II. Staff Assistants

Tamalpais

- *Reduction of one position from 12 to 11 months*: Work (job coaching) normally done during the twelfth month will not be done.
- *Elimination of one full-time position*: 75-80 students in the program will now have the services of one staff assistant who has had her workload reconfigured by the AP. The students in the program will not have the same level of service that they enjoyed in past years. The AP will review the workload of the position with the staff assistant in June 2004.

San Andreas

- *Reduction of one hour per day*: Work such as receiving packages and helping the principal with assorted tasks will be undertaken by the principal's secretary.

III. Clerk IV - Personnel

District Office

- *Reduction of two hours per day*: CSEA and the District will re-evaluate the impact of the reduction in May 2004 during the spring hiring months and after receiving benefits work from Payroll which may be shifted to Personnel in January 2004.
- Continue to look for ways to streamline the work in Personnel.

IV. Clerk II - Receptionists

Drake, Redwood and Tamalpais

- *Reduction of position from 11 to 10 months*: Keep the receptionists at 10 months.
- Close schools to the public in July again. Outgoing school phone messages will state that the schools are closed with an emergency referral to the principal's secretary (during certain dates).
- Phone calls in July go to the respective comprehensive sites while the principal's secretary (and/or another clerical/secretarial employee) is on duty; walk-ins (emergencies) will be helped also if possible.
- When there is no clerical/secretarial employee in the office during July at the schools, phone calls will be forwarded to the District Office.
- The principal's secretary or another secretary/clerk will process transcript requests when they are on duty in July at the schools.
- When there is no one on duty at the school, secretaries at the DO will process transcript requests using Power School only. All other transcripts (non-Power School) will be completed by school personnel when they return to the sites.
- Work permits will be handled at the DO in July from the Personnel Office. (When employees in Personnel are on vacation, work permits will be handled by another office in the DO. This will also be indicated on the outgoing phone message at each site.)

V. Secretary - DISC

Drake

- *Reduction of approximately two hours per day*: Administrators and secretaries will meet periodically to assess workload for each position affected by the DISC reduction in secretarial hours.
- Shifting of some administrators' and secretaries' duties are occurring as a response to this reduction.
- Employees are encouraged to give honest feedback to supervisors regarding work load issues.
- CSEA and the District will re-evaluate the impact of this reduction and distribution of duties in May 2004.

VI. Food Service

Drake and Redwood

- *Reduction of one two-hour position at each of the above sites*: The District will gather data on services, catering, contracts and staffing currently in place.
- If areas of workload increase, CSEA and the District will discuss growth possibilities in food service positions.

- Staffing hours will be reviewed at Drake. Agreement was originally reached to split the Drake position due to the necessity of overlapping hours in the two positions. Confirmation is needed that this necessity exists.
- By June 2004, CSEA and the District agree to review the number of food and drink machines on each campus and their locations. Discussion should ensue regarding the revenue from these machines.

Arvo Toukonen, Assistant Superintendent

Bill Bridges, CSEA Chapter President

1 Dec. 2003
Date

Dec 1, 2003
Date

TAM
1st Century

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Vacation Accrual

Employees who have excess vacation time (more than two years worth) as of 6/30/04 must meet with their supervisor by 10/01/04 to develop a plan to use the excess vacation time prior to 6/30/05.

For the 2004-05 school year only, an employee may, under special circumstances, carry over up to twenty days earned vacation to the 2005-06 year with mutual agreement from the supervisor. (Replaces current Article IV L.3)

Bill Bridges
Bill Bridges, CSEA President

Arvo Toukonen
Arvo Toukonen, Assistant Superintendent

Date: 5/27/04

Date: 27 May 2004

BOT APPROVED
7/13/04

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-1037 - Fax (415) 945-3766 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding (MOU) between the Tamalpais Union High School District and CSEA, Chapter 549, regarding the Work Week of 3.0 FTE Additional Custodians added to the District during the 2006-07 Fiscal Year

REVISED June 2013

The District and CSEA agree that 3.0 FTE custodial positions added to the District in the 2006-07 fiscal year will be assigned work weeks that vary from the work week specified in Article II-*Working Conditions*, Section A. - *Hours of Employment*, #1 of the agreement between CSEA and the District. Specifically, the District and CSEA agree that the work week of these new 3.0 FTE custodians shall be other than Monday-Friday.

The District and CSEA further agree that:

- this variation of the Monday-Friday work week be limited to just the custodians hired for these 3.0 FTE positions,
- these three custodians shall be placed at the prevailing night custodian rate,
- the hours will be: TBD at each site, 8:30 a.m. – 5:00 p.m. Thursday, Friday & Monday; Saturday & Sunday (other than summer if 4-day weeks)
- When a holiday falls on a Tuesday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Wednesday, the following weekday not a holiday shall be deemed to be that holiday.
- these positions shall be included in a summer four-day work week, if such a work week is implemented, and the four-day work week shall include both weekend days,
- all other provisions of the agreement between the District and CSEA shall apply,
- The three employees in these positions shall have the option of working a four-day week of ten hours per day. The work week shall include both weekend days and either Thursday and Friday or Friday and Monday. Participation in this option is subject to approval of the administration.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Laura Ibanez, President
CSEA, Chapter 549

Markey Lees, CSEA
Labor Relations Representative

Date_____

TAMALPAIS UNION HIGH SCHOOL DISTRICT

John Carroll, Assistant Superintendent-HR

Lori Parrish, Assistant Superintendent, Finance & Facilities

Date _____

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding (MOU) regarding a Special Education Two-hour 1:1 Instructional Assistant Position at Redwood High School for 2005-06 only

The District and CSEA agree that:

- the District will create a two-hour 1:1 Instructional Assistant position at Redwood High School for the 2005-06 school year only. The student served by the two-hour 1:1 IA will be a senior in the District for the 2005-06 year only.
- this two-hour position will be considered a short-term position for the 2005-06 school year only, effective 8/15/05 through 6/9/06.
- this two-hour position will be offered to Susanne Siciliano, currently a four-hour Special Education IA at San Andreas High School.
- Susanne Siciliano will be working 30 hours per week in 2005-06 and is eligible for full District-paid health benefits during the term of this MOU. She will also earn vacation and sick leave in 2005-06 based on working 30 hours per week.
- Susanne retains the right, per the CSEA contract, to accept any transfer or promotion opportunities that may be presented to her during the term of this MOU.
- when the short-term two-hour 1:1 IA position at Redwood ends and if Susanne has not accepted any other position in the District, her assignment reverts back to only the four hour position she currently holds at San Andreas.
- this MOU is not precedent setting.

Bill Bridges, CSEA Chapter President

8/26/05
Date

Arvo Toukonen, Assistant Superintendent

26 August 2005
Date

H:MOU-IA2

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 · Larkspur, CA 94977 · (415) 945-3722 · Fax (415) 945-3609 · www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding (MOU) between the Tamalpais Union High School District and CSEA, Chapter 549, regarding Compensation for 2005-06 and 2006-07

I. 2005-06

Health Benefits
1.2 % increase

Salary Schedule
4.5 % increase

II. 2006-07

Health Benefits
1.2 % * increase

Salary Schedule
Percent increase based on District receipt of property tax revenues, as follows:

Property Tax Revenue	Salary Schedule Increase
6.5 - 6.99 %	4.0 %
7.0 - 7.49 %	4.25 %
7.5 - 7.99 %	4.5 %
8.0 % and over	4.75 %

* Actual percentage of health benefit increase not known until late spring 2006.

The minimum salary schedule increase outlined above for the 2006-07 school year (4.0 %) shall be applied to the classified salary schedule and paid to unit members beginning with the July 2006 paychecks.

The actual property tax increase received by the District for the 2006-07 school year shall be determined by November 15, 2006. Any further increase in classified salaries (beyond the initial 4.0 %) for 2006-07 shall be retroactive to July 1, 2006.

III. **Conditions** regarding implementation of the 2006-07 salary increases

A. No legislation passed that takes back property taxes from basic aid districts for 2006-07.

B. TUHSD enrollment for 2006-07 does not grow by more than 75 students. (Note: The average increase in student enrollment for the past five years = 65 students. There is projected to be no increase in student enrollment for 2006-07.)

C. Property tax revenue increase not less than 6.5 % for 2006-07.

D. The facilities modernization bond measure on the June 2006 ballot passes. This condition acknowledges that the impact on the General Fund will be significant if the bond does not pass.

E. The increase in health benefit member costs do not exceed 1.4 % (of the cost of a 1 % salary increase districtwide).

Conditions A, B, C and E above will be known by **June 1, 2006**. The results of the bond election will be known by June 7, 2006, or when the election is certified.

Bill Bridges, CSEA Chapter President

5/8/06
Date

Arvo Toukonen, Assistant Superintendent

8 May 2006
Date

TAM 21st Century

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between CSEA, Chapter 549, and the Tamalpais Union High School District regarding Salary Compensation for 2007-08 and 2008-09

The District and CSEA agree to the following provisions regarding salary compensation for the 2007-08 and 2008-09 work years:

2007-08

1) The classified bargaining unit will receive 3.81% increased salary compensation for 2007-08.

2) The District will create a step 7.5 on the classified salary schedule that is 2.5% higher than the current step 7.

3) The cost of step 7.5 will be deducted from the 3.81% increased salary compensation figure, and the remaining percentage (2.67%) will be applied to every cell of the classified salary schedule.

2008-09

1) The classified bargaining unit will receive increased salary compensation at the following rate:

Property Tax Increase	% of Salary Increase	% on Schedule
5.01 – 6.49 %	3.0 %	1.7 %
6.5 – 6.99 %	3.5 %	2.2 %
> 7.0 %	4.0 %	2.7 %

On July 1, 2008 – 3 % increase in salary; additional increase based on the chart above if property tax comes in higher than expected

December 1, 2008 will be the property tax verification date and date to share information with CSEA.

The salary increase will be applied retroactively to July 1, 2008, to salaries only, and not to any supplemental pay earned before December 1, 2008. Supplemental pay earned on or after December 1, 2008 - 122 -e paid at the new rate.

Caveats:

- The increase in property tax revenues must be greater than 5.0 %.
- There must be no state legislation that reduces basic aid.
- There must be no more than 75 new students in TUHSD in 2008-09.

2) The District will create a step 8 on the classified salary schedule that is 5% greater than step 7.

3) The cost of step 8 (increase from step 7.5 to step 8) will be deducted from the 3% salary increase, and the remaining percentage (1.7%) shall be applied to every cell of the classified salary schedule.

The following documents are attached to this Memorandum of Understanding:

- 2006-07 Salary Schedule
- Cost of Classified 1% Increase for 2007-08 and 2008-09
- 2006-07 Salary Schedule with Step 7.5
- 2007-08 Salary Schedule with Step 7.5 and 2.67% Increase
- 2007-08 Salary Schedule with Step 8
- 2008-09 Salary Schedule with Step 8 and 1.7% Increase

Kathleen L. Bennett
Kathleen Bennett, Asst. Superintendent - HR
Tamalpais Union High School District

6/4/07
Date

Bill Bridges
Bill Bridges, President
CSEA, Chapter 549

6/4/07
Date

Effective July 1, 2006

Classified Salary Schedule - Effective Hourly Rate Based on Annual Computation of Salary with 4.5% increase per Article X - Section D.9-10

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
10.0	12.37	12.99	13.64	14.32	15.03	15.80	16.58
10.5	12.68	13.32	13.98	14.68	15.42	16.19	17.01
11.0	12.99	13.64	14.32	15.03	15.80	16.58	17.41
11.5	13.32	13.98	14.68	15.42	16.19	17.01	17.84
12.0	13.64	14.32	15.03	15.80	16.58	17.41	18.28
12.5	13.98	14.68	15.42	16.19	17.01	17.84	18.73
13.0	14.32	15.03	15.80	16.58	17.41	18.28	19.19
13.5	14.68	15.42	16.19	17.01	17.84	18.73	19.67
14.0	15.03	15.80	16.58	17.41	18.28	19.19	20.15
14.5	15.42	16.19	17.01	17.84	18.73	19.67	20.67
15.0	15.80	16.58	17.41	18.28	19.19	20.15	21.17
15.5	16.19	17.01	17.84	18.73	19.67	20.67	21.69
16.0	16.58	17.41	18.28	19.19	20.15	21.17	22.22
16.5	17.01	17.84	18.73	19.67	20.67	21.69	22.78
17.0	17.41	18.28	19.19	20.15	21.17	22.22	23.34
17.5	17.84	18.73	19.67	20.67	21.69	22.78	23.92
18.0	18.28	19.19	20.15	21.17	22.22	23.34	24.51
18.5	18.73	19.67	20.67	21.69	22.78	23.92	25.13
19.0	19.19	20.15	21.17	22.22	23.34	24.51	25.73
19.5	19.67	20.67	21.69	22.78	23.92	25.13	26.37
20.0	20.15	21.17	22.22	23.34	24.51	25.73	27.01
20.5	20.67	21.69	22.78	23.92	25.13	26.37	27.68
21.0	21.17	22.22	23.34	24.51	25.73	27.01	28.37
21.5	21.69	22.78	23.92	25.13	26.37	27.68	29.07
22.0	22.22	23.34	24.51	25.73	27.01	28.37	29.78
22.5	22.78	23.92	25.13	26.37	27.68	29.07	30.52
23.0	23.34	24.51	25.73	27.01	28.37	29.78	31.25
23.5	23.92	25.13	26.37	27.68	29.07	30.52	32.05
24.0	24.51	25.73	27.01	28.37	29.78	31.25	32.82
24.5	25.13	26.37	27.68	29.07	30.52	32.05	33.64
25.0	25.73	27.01	28.37	29.78	31.25	32.82	34.47
25.5	26.37	27.68	29.07	30.52	32.05	33.64	35.34
26.0	27.01	28.37	29.78	31.25	32.82	34.47	36.20
26.5	27.68	29.07	30.52	32.05	33.64	35.34	37.11
27.0	28.37	29.78	31.25	32.82	34.47	36.20	38.00
27.5	29.07	30.52	32.05	33.64	35.34	37.11	38.96
28.0	29.78	31.25	32.82	34.47	36.20	38.00	39.91
28.5	30.52	32.05	33.64	35.34	37.11	38.96	40.90
29.0	31.25	32.82	34.47	36.20	38.00	39.91	41.90
29.5	32.05	33.64	35.34	37.11	38.96	40.90	42.95
30.0	32.82	34.47	36.20	38.00	39.91	41.90	43.99

CLASSIFIED COST ANALYSIS
FISCAL 2007/08
FISCAL 2008/09

	2007/08
Cost of 1%	88,425
Cost of 3.75%	331,594
Cost of Step 7.5	100,861
Balance Available	230,733
Cost of 1% Before Step 7.5	88,425
Cost of 1% of Step 7.5	1,009
	89,434
% to Be Allocated	2.58

	2008/09
Cost of 1% 2007/08	89,434
Cost of All Steps *	2,563
Cost of 1%	91,997
Cost of 3%	275,990
Cost of Step 8	120,453
Balance Available	155,537
Cost of 1% Before Step 8	91,997
Cost of 1% of Step 8	1,205
	93,202
% to Be Allocated	1.67

* Based upon cost from 06/07 to 07/08 Step

Classified Salary Schedule - 2006/07 Base With Step 7.5 at 2.5% of 7.0 (Rounded to Two Decimals

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7.5
10.0	12.37	12.99	13.64	14.32	15.03	15.80	16.58	16.99
10.5	12.68	13.32	13.98	14.68	15.42	16.19	17.01	17.44
11.0	12.99	13.64	14.32	15.03	15.80	16.58	17.41	17.85
11.5	13.32	13.98	14.68	15.42	16.19	17.01	17.84	18.29
12.0	13.64	14.32	15.03	15.80	16.58	17.41	18.28	18.74
12.5	13.98	14.68	15.42	16.19	17.01	17.84	18.73	19.20
13.0	14.32	15.03	15.80	16.58	17.41	18.28	19.19	19.67
13.5	14.68	15.42	16.19	17.01	17.84	18.73	19.67	20.16
14.0	15.03	15.80	16.58	17.41	18.28	19.19	20.15	20.65
14.5	15.42	16.19	17.01	17.84	18.73	19.67	20.67	21.19
15.0	15.80	16.58	17.41	18.28	19.19	20.15	21.17	21.70
15.5	16.19	17.01	17.84	18.73	19.67	20.67	21.69	22.23
16.0	16.58	17.41	18.28	19.19	20.15	21.17	22.22	22.78
16.5	17.01	17.84	18.73	19.67	20.67	21.69	22.78	23.35
17.0	17.41	18.28	19.19	20.15	21.17	22.22	23.34	23.92
17.5	17.84	18.73	19.67	20.67	21.69	22.78	23.92	24.52
18.0	18.28	19.19	20.15	21.17	22.22	23.34	24.51	25.12
18.5	18.73	19.67	20.67	21.69	22.78	23.92	25.13	25.76
19.0	19.19	20.15	21.17	22.22	23.34	24.51	25.73	26.37
19.5	19.67	20.67	21.69	22.78	23.92	25.13	26.37	27.03
20.0	20.15	21.17	22.22	23.34	24.51	25.73	27.01	27.69
20.5	20.67	21.69	22.78	23.92	25.13	26.37	27.68	28.37
21.0	21.17	22.22	23.34	24.51	25.73	27.01	28.37	29.08
21.5	21.69	22.78	23.92	25.13	26.37	27.68	29.07	29.80
22.0	22.22	23.34	24.51	25.73	27.01	28.37	29.78	30.52
22.5	22.78	23.92	25.13	26.37	27.68	29.07	30.52	31.28
23.0	23.34	24.51	25.73	27.01	28.37	29.78	31.25	32.03
23.5	23.92	25.13	26.37	27.68	29.07	30.52	32.05	32.85
24.0	24.51	25.73	27.01	28.37	29.78	31.25	32.82	33.64
24.5	25.13	26.37	27.68	29.07	30.52	32.05	33.64	34.48
25.0	25.73	27.01	28.37	29.78	31.25	32.82	34.47	35.33
25.5	26.37	27.68	29.07	30.52	32.05	33.64	35.34	36.22
26.0	27.01	28.37	29.78	31.25	32.82	34.47	36.20	37.11
26.5	27.68	29.07	30.52	32.05	33.64	35.34	37.11	38.04
27.0	28.37	29.78	31.25	32.82	34.47	36.20	38.00	38.95
27.5	29.07	30.52	32.05	33.64	35.34	37.11	38.96	39.93
28.0	29.78	31.25	32.82	34.47	36.20	38.00	39.91	40.91
28.5	30.52	32.05	33.64	35.34	37.11	38.96	40.90	41.92
29.0	31.25	32.82	34.47	36.20	38.00	39.91	41.90	42.95
29.5	32.05	33.64	35.34	37.11	38.96	40.90	42.95	44.02
30.0	32.82	34.47	36.20	38.00	39.91	41.90	43.99	45.09

Classified Salary Schedule - 2007/08 With 2.67% and Step 7.5

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7.5
10.0	12.70	13.34	14.00	14.70	15.43	16.22	17.02	17.44
10.5	13.02	13.68	14.35	15.07	15.83	16.62	17.46	17.91
11.0	13.34	14.00	14.70	15.43	16.22	17.02	17.87	18.33
11.5	13.68	14.35	15.07	15.83	16.62	17.46	18.32	18.78
12.0	14.00	14.70	15.43	16.22	17.02	17.87	18.77	19.24
12.5	14.35	15.07	15.83	16.62	17.46	18.32	19.23	19.71
13.0	14.70	15.43	16.22	17.02	17.87	18.77	19.70	20.20
13.5	15.07	15.83	16.62	17.46	18.32	19.23	20.20	20.70
14.0	15.43	16.22	17.02	17.87	18.77	19.70	20.69	21.20
14.5	15.83	16.62	17.46	18.32	19.23	20.20	21.22	21.76
15.0	16.22	17.02	17.87	18.77	19.70	20.69	21.74	22.28
15.5	16.62	17.46	18.32	19.23	20.20	21.22	22.27	22.82
16.0	17.02	17.87	18.77	19.70	20.69	21.74	22.81	23.39
16.5	17.46	18.32	19.23	20.20	21.22	22.27	23.39	23.97
17.0	17.87	18.77	19.70	20.69	21.74	22.81	23.96	24.56
17.5	18.32	19.23	20.20	21.22	22.27	23.39	24.56	25.17
18.0	18.77	19.70	20.69	21.74	22.81	23.96	25.16	25.79
18.5	19.23	20.20	21.22	22.27	23.39	24.56	25.80	26.45
19.0	19.70	20.69	21.74	22.81	23.96	25.16	26.42	27.07
19.5	20.20	21.22	22.27	23.39	24.56	25.80	27.07	27.75
20.0	20.69	21.74	22.81	23.96	25.16	26.42	27.73	28.43
20.5	21.22	22.27	23.39	24.56	25.80	27.07	28.42	29.13
21.0	21.74	22.81	23.96	25.16	26.42	27.73	29.13	29.86
21.5	22.27	23.39	24.56	25.80	27.07	28.42	29.85	30.60
22.0	22.81	23.96	25.16	26.42	27.73	29.13	30.58	31.33
22.5	23.39	24.56	25.80	27.07	28.42	29.85	31.33	32.12
23.0	23.96	25.16	26.42	27.73	29.13	30.58	32.08	32.89
23.5	24.56	25.80	27.07	28.42	29.85	31.33	32.91	33.73
24.0	25.16	26.42	27.73	29.13	30.58	32.08	33.70	34.54
24.5	25.80	27.07	28.42	29.85	31.33	32.91	34.54	35.40
25.0	26.42	27.73	29.13	30.58	32.08	33.70	35.39	36.27
25.5	27.07	28.42	29.85	31.33	32.91	34.54	36.28	37.19
26.0	27.73	29.13	30.58	32.08	33.70	35.39	37.17	38.10
26.5	28.42	29.85	31.33	32.91	34.54	36.28	38.10	39.06
27.0	29.13	30.58	32.08	33.70	35.39	37.17	39.01	39.99
27.5	29.85	31.33	32.91	34.54	36.28	38.10	40.00	41.00
28.0	30.58	32.08	33.70	35.39	37.17	39.01	40.98	42.00
28.5	31.33	32.91	34.54	36.28	38.10	40.00	41.99	43.04
29.0	32.08	33.70	35.39	37.17	39.01	40.98	43.02	44.10
29.5	32.91	34.54	36.28	38.10	40.00	41.99	44.10	45.20
30.0	33.70	35.39	37.17	39.01	40.98	43.02	45.16	46.29

Classified Salary Schedule - 2007/08 Base With Step 8 at 5% of 7.0 (Rounded to Two Decimals)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
10.0	12.70	13.34	14.00	14.70	15.43	16.22	17.02	17.87
10.5	13.02	13.68	14.35	15.07	15.83	16.62	17.46	18.33
11.0	13.34	14.00	14.70	15.43	16.22	17.02	17.87	18.76
11.5	13.68	14.35	15.07	15.83	16.62	17.46	18.32	19.24
12.0	14.00	14.70	15.43	16.22	17.02	17.87	18.77	19.71
12.5	14.35	15.07	15.83	16.62	17.46	18.32	19.23	20.19
13.0	14.70	15.43	16.22	17.02	17.87	18.77	19.70	20.69
13.5	15.07	15.83	16.62	17.46	18.32	19.23	20.20	21.21
14.0	15.43	16.22	17.02	17.87	18.77	19.70	20.69	21.72
14.5	15.83	16.62	17.46	18.32	19.23	20.20	21.22	22.28
15.0	16.22	17.02	17.87	18.77	19.70	20.69	21.74	22.83
15.5	16.62	17.46	18.32	19.23	20.20	21.22	22.27	23.38
16.0	17.02	17.87	18.77	19.70	20.69	21.74	22.81	23.95
16.5	17.46	18.32	19.23	20.20	21.22	22.27	23.39	24.56
17.0	17.87	18.77	19.70	20.69	21.74	22.81	23.96	25.16
17.5	18.32	19.23	20.20	21.22	22.27	23.39	24.56	25.79
18.0	18.77	19.70	20.69	21.74	22.81	23.96	25.16	26.42
18.5	19.23	20.20	21.22	22.27	23.39	24.56	25.80	27.09
19.0	19.70	20.69	21.74	22.81	23.96	25.16	26.42	27.74
19.5	20.20	21.22	22.27	23.39	24.56	25.80	27.07	28.42
20.0	20.69	21.74	22.81	23.96	25.16	26.42	27.73	29.12
20.5	21.22	22.27	23.39	24.56	25.80	27.07	28.42	29.84
21.0	21.74	22.81	23.96	25.16	26.42	27.73	29.13	30.59
21.5	22.27	23.39	24.56	25.80	27.07	28.42	29.85	31.34
22.0	22.81	23.96	25.16	26.42	27.73	29.13	30.58	32.11
22.5	23.39	24.56	25.80	27.07	28.42	29.85	31.33	32.90
23.0	23.96	25.16	26.42	27.73	29.13	30.58	32.08	33.68
23.5	24.56	25.80	27.07	28.42	29.85	31.33	32.91	34.56
24.0	25.16	26.42	27.73	29.13	30.58	32.08	33.70	35.39
24.5	25.80	27.07	28.42	29.85	31.33	32.91	34.54	36.27
25.0	26.42	27.73	29.13	30.58	32.08	33.70	35.39	37.16
25.5	27.07	28.42	29.85	31.33	32.91	34.54	36.28	38.09
26.0	27.73	29.13	30.58	32.08	33.70	35.39	37.17	39.03
26.5	28.42	29.85	31.33	32.91	34.54	36.28	38.10	40.01
27.0	29.13	30.58	32.08	33.70	35.39	37.17	39.01	40.96
27.5	29.85	31.33	32.91	34.54	36.28	38.10	40.00	42.00
28.0	30.58	32.08	33.70	35.39	37.17	39.01	40.98	43.03
28.5	31.33	32.91	34.54	36.28	38.10	40.00	41.99	44.09
29.0	32.08	33.70	35.39	37.17	39.01	40.98	43.02	45.17
29.5	32.91	34.54	36.28	38.10	40.00	41.99	44.10	46.31
30.0	33.70	35.39	37.17	39.01	40.98	43.02	45.16	47.42

Classified Salary Schedule - 2008/09 With 1.7% and Step 8

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
10.0	12.92	13.57	14.24	14.95	15.69	16.50	17.31	18.17
10.5	13.24	13.91	14.59	15.33	16.10	16.90	17.76	18.64
11.0	13.57	14.24	14.95	15.69	16.50	17.31	18.17	19.08
11.5	13.91	14.59	15.33	16.10	16.90	17.76	18.63	19.57
12.0	14.24	14.95	15.69	16.50	17.31	18.17	19.09	20.05
12.5	14.59	15.33	16.10	16.90	17.76	18.63	19.56	20.53
13.0	14.95	15.69	16.50	17.31	18.17	19.09	20.03	21.04
13.5	15.33	16.10	16.90	17.76	18.63	19.56	20.54	21.57
14.0	15.69	16.50	17.31	18.17	19.09	20.03	21.04	22.09
14.5	16.10	16.90	17.76	18.63	19.56	20.54	21.58	22.66
15.0	16.50	17.31	18.17	19.09	20.03	21.04	22.11	23.22
15.5	16.90	17.76	18.63	19.56	20.54	21.58	22.65	23.78
16.0	17.31	18.17	19.09	20.03	21.04	22.11	23.20	24.36
16.5	17.76	18.63	19.56	20.54	21.58	22.65	23.79	24.98
17.0	18.17	19.09	20.03	21.04	22.11	23.20	24.37	25.59
17.5	18.63	19.56	20.54	21.58	22.65	23.79	24.98	26.23
18.0	19.09	20.03	21.04	22.11	23.20	24.37	25.59	26.87
18.5	19.56	20.54	21.58	22.65	23.79	24.98	26.24	27.55
19.0	20.03	21.04	22.11	23.20	24.37	25.59	26.87	28.21
19.5	20.54	21.58	22.65	23.79	24.98	26.24	27.53	28.90
20.0	21.04	22.11	23.20	24.37	25.59	26.87	28.20	29.62
20.5	21.58	22.65	23.79	24.98	26.24	27.53	28.90	30.35
21.0	22.11	23.20	24.37	25.59	26.87	28.20	29.63	31.11
21.5	22.65	23.79	24.98	26.24	27.53	28.90	30.36	31.87
22.0	23.20	24.37	25.59	26.87	28.20	29.63	31.10	32.66
22.5	23.79	24.98	26.24	27.53	28.90	30.36	31.86	33.46
23.0	24.37	25.59	26.87	28.20	29.63	31.10	32.63	34.25
23.5	24.98	26.24	27.53	28.90	30.36	31.86	33.47	35.15
24.0	25.59	26.87	28.20	29.63	31.10	32.63	34.27	35.99
24.5	26.24	27.53	28.90	30.36	31.86	33.47	35.13	36.89
25.0	26.87	28.20	29.63	31.10	32.63	34.27	35.99	37.79
25.5	27.53	28.90	30.36	31.86	33.47	35.13	36.90	38.74
26.0	28.20	29.63	31.10	32.63	34.27	35.99	37.80	39.69
26.5	28.90	30.36	31.86	33.47	35.13	36.90	38.75	40.69
27.0	29.63	31.10	32.63	34.27	35.99	37.80	39.67	41.66
27.5	30.36	31.86	33.47	35.13	36.90	38.75	40.68	42.71
28.0	31.10	32.63	34.27	35.99	37.80	39.67	41.68	43.76
28.5	31.86	33.47	35.13	36.90	38.75	40.68	42.70	44.84
29.0	32.63	34.27	35.99	37.80	39.67	41.68	43.75	45.94
29.5	33.47	35.13	36.90	38.75	40.68	42.70	44.85	47.10
30.0	34.27	35.99	37.80	39.67	41.68	43.75	45.93	48.23

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between Tamalpais Union High School District and CSEA Chapter 549 Regarding Impact of 2007 Layoffs

Community Education Program Assistant & Senior Program Assistant
Food Service Workers & Delivery/Warehouse Person

Spring 2007 Layoffs

- Loss of one full time Community Education Program Assistant position (216 days)
- Loss of one half-time Senior Program Assistant (216 days)
- Reduction of one Program Assistant position at Tam from 25 to 24 hours per week and from 216 to 154 days
- Reduction of one Program Assistant position at Drake from 40 to 20 hours per week split between two sites (Drake and Redwood) and reduction from 216 to 154 days
- Elimination of 1.375 FTE Food Service Workers
- Elimination of .8125 FTE in Delivery/Warehouse

Community Education Program

- Management does not wish to regularly perform bargaining unit work, and the District will follow all labor laws regarding layoffs.
- The hours of the current .5 FTE Program Assistant assigned to Drake High and Redwood High are: Monday through Thursday – 4:15 - 9:15 p.m. The .5 FTE Program Assistant will have a consistent work schedule each quarterly session and will be notified of that schedule when the draft brochure is created for the following session.
- The hours of the .6 FTE Program Assistant assigned to Tamalpais High are: Monday through Thursday – 2:30 - 8:30 p.m.
- The District and CSEA will meet in early November 2007 to review a draft of the Community Education brochure for the Winter Quarter classes to identify any remaining layoff issues.
- Upon request from CSEA, the District will provide a list of hours worked in excess of regularly-scheduled hours for Community Education and Food Service employees.
- During evaluations, consideration shall be given to the fact that work expectations have been revised due to reductions in staffing.
- The .5 FTE Program Assistant will be fully covered for health benefits through November 30, 2007.
- The Program Assistants, now 154-day employees, will be eligible for health benefits based on hours worked per week as stated in Article XI of the District-CSEA bargaining unit agreement.
- Management will recommend that the Board of Trustees review the Program Assistant staffing level at the annual Adult & Community Education report to the Board in spring 2008.

Food Service Program

- For USDA commodities deliveries, the District will offer the commodities warehousing and delivery work first to the laid-off Food Service worker and then to District employees for overtime in accordance with the bargaining agreement. If the laid-off worker declines the work and no bargaining unit member elects to work overtime, the District will offer the hours to an extra hire.
- All other food service deliveries will be performed in accordance with the TUHSD work order system.

Employees of the Community Education and Food Service programs will be reminded of extra hour, overtime and compensation time approval and accrual processes. The Assistant Superintendent – Human Resources will send such a memo to the employees of those programs. Employees working beyond their assigned time will be compensated.

Kathleen Bennett

Kathleen Bennett, Asst. Superintendent - HR

Date: 9/19/07

Bill Bridges

Bill Bridges, CSEA Chapter 549 President

Date: 9/19/07

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and the California School Employees Association, Chapter 549, regarding a Paraeducator Position for English Learners at Redwood High School

The District and CSEA agree that:

- The District will create a paraeducator position for English Learners (EL) at Redwood which will start at 14 hours/week during the 2007-08 school year.
- In 2007-08, the workdays will be Monday, Tuesday and Friday.
- With a workweek of Monday, Tuesday and Friday, the work year for this position shall be 110 days.
- In 2007-08, the hours of the position will be 8:50 a.m. to 1:30 p.m. which will include one 15-minute break each day.
- In subsequent years, with growth in the number of EL students at Redwood and growth in the categorical funding for this position, this position may increase as follows:

  a. A growth of 25 % additional EL students in ELD and/or sheltered classes (as determined on CBEDS day each year) and an increase in categorical funding for EL students will prompt the District to formally evaluate the need for more paraeducator assistance for EL students at Redwood.

  b. Per Article I, Section C. 11. of the bargaining unit agreement, CSEA will be consulted regarding any modifications the District may propose to this position.

- The District agrees to place the first additional 1.5 hours of increase in this position on a Wednesday or Thursday and the second increase in hours for this position on the remaining day of the work week that the paraeducator is not working (either Wednesday or Thursday).
- As a result of increased hours or a change in the scheduling of ELD and/or sheltered classes, the daily work hours for this position shall remain consecutive.
- The intent of both parties is that this EL paraeducator position at Redwood become a Monday – Friday position as the number of EL students and funding increases to serve more EL students at Redwood.

- An increase in days or hours worked shall not require reopening the position.
- This position is an exception to Article II, Section A.1. This exception shall not be considered precedent-setting.

Bill Bridges, CSEA Chapter President

Kathleen Bennett, Asst. Superintendent - HR

2/27/08
Date

2/27/08
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

P.O. Box 605 - Larkspur, CA 94977 - (415) 945-3722 - Fax (415) 945-3609 - www.tamdistrict.org

California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding between the Tamalpais Union High School District and the California School Employees Association, Chapter 549, regarding a Summer Textbook Distribution Pilot for 2008

CSEA and the District agree to implement a summer textbook distribution pilot for the summer and early fall of 2008, as follows:

Term:	July 15 – September 15, 2008
Positions:	Textbook Distribution Coordinator (1) 19.0 range (step placement at out-of-class increase but not higher than step 8) Textbook Distribution Assistant (up to 3) 17.0 range (step placement as close to but not lower than current step nor higher than step 8)
Job Descriptions:	Attached
Eligible:	District employees working less than 11 months
Posting:	Jobs posted concurrent with summer school postings Postings attached
Pilot review:	Fall 2008

Bill Bridges, CSEA Chapter President — Kathleen Bennett, Asst. Superintendent – HR

5/8/08 — Date

5/8/08 — Date

TEXTBOOK DISTRIBUTION COORDINATOR

Definition

With general supervision:

Coordinate with Administrative Secretary for Assistant Superintendent-Ed. Services regarding all textbook orders

Do related work as required

Examples of Duties

Check packing slips to verify textbooks received

Sort textbooks by school for re-distribution

Bar-code and scan all textbooks

Oversee assistants and coordinate bar-coding/scanning process

Ability to

Perform physical work

Use proper lifting and moving techniques

Lift and carry moderately heavy loads

Work efficiently during rush conditions

Establish and maintain cooperative relationships with those contacted in the course of work

Communicate well verbally and in writing; understand and carry out verbal and written instructions

Desirable Qualifications

Basic clerical and organizational skills

Experience with Textrac system desired

TEXTBOOK DISTRIBUTION ASSISTANT

Definition

With general supervision:

Assist with sorting, bar-coding, loading and distribution of textbooks

Do related work as required

Examples of Duties

Sort textbooks by school for re-distribution

Bar-code and scan all textbooks

Lifting and loading boxes of textbooks

Ability to

Perform physical work

Use proper lifting and moving techniques

Lift and carry moderately heavy loads

Establish and maintain cooperative relationships with those contacted in the course of work

Communicate well verbally; understand and carry out verbal and written instructions

TAMALPAIS UNION HIGH SCHOOL DISTRICT

SHORT TERM LEAVE OF ABSENCE REQUEST
Article V, Section J

"Upon the request of the unit member, the Superintendent may grant short-term paid leaves of absence of up to ten (10) days; Application shall be made at least ten (10) days prior to the possible leave; The unit member shall reimburse the District for the cost of a substitute employee, out-of-class pay or overtime hours incurred while the employee was on leave. The employee on a short-term leave shall reimburse the District within ninety (90) calendar days of return."

1. Employee Name: _____ School: _____ Date: _____

2. Requested Dates of Short Term Leave: From _____ through _____

a. Is this leave contiguous with any other leave granted in the contract? Yes No (circle one)

b. If yes, how many total days will you be absent from work? _____

3. Reason For Leave (Use other side, or letter may be attached):

4. Reimbursement To District For Cost Of Substitute Employee, Out-of-Class Pay or Overtime Hours incurred while the Employee was on Short-term Leave (select either a. or b.):

Note: Each employee should check with CalPERS regarding any potential loss of retirement credit.

a. I agree to reimburse the District for the cost of a substitute employee, out-of-class pay or overtime hours incurred while I was on an approved Short-Term Leave of Absence within thirty (30) calendar days of the end of the leave. I will contact the District Payroll Coordinator (945-3715) for the amount owed the District.

Employee Signature:_____

-OR-

b. I hereby direct the District to deduct the cost of a substitute employee, out-of-class pay or overtime hours incurred while I was on an approved Short-Term Leave of Absence from my salary. The District Payroll Coordinator (945-3715) will notify me of the amount to be deducted prior to the deduction. Please deduct the amount owed over:

____one month ____two months ____three months

Employee Signature: _____ Social Security Number:_____-____-_____

5. Submit completed form to Superintendent at least ten days prior to the leave.

6. Superintendent's Approval:

____Leave is approved as requested

____Leave is not approved. Contact the Superintendent (945-3720)

Superintendent Signature: _____ Date:_____

Memorandum of Understanding Regarding the Classified Reduction in Force

This MOU is to define/clarify the effects of the classified reduction in force as executed by the Board of Trustees Resolution #20- Reduction in Classified Services for the 2010-2011 school year and is entered into on this date of September 22, 2010.

The Parties agree as follows:

1. Employees affected by the reduction in force as defined in Board of Trustees Resolution #20, May 11, 2010, shall be offered the first opportunity to fill any temporary, short-term, and substitute positions that become available if they meet the minimum qualifications as defined in the job descriptions for those positions.
2. The district shall survey all laid-off employees to determine interest in such temporary, short-term, and substitute positions and will develop a list to be used in contacting employees when the need arises.
3. Such temporary, short-term, and substitute positions will be filled based on seniority in the district, interest, and qualifications for the particular work.
4. The District shall not transfer work out of the bargaining unit to short term, substitute employees, volunteers, or students.
5. Administration will not assign employees tasks that cannot reasonably be completed during the course of the employee's regular work schedule. Employees are encouraged to provide administrators with accurate feedback about their workloads. Administrators shall respond to that feedback in a timely manner.
6. Any laid-off employee who accepts work in a lower classification than he or she held during the 2009-2010 school year will be considered to have accepted "demotion in lieu of layoff" at any time during the 39-month rehire period as per Article XV, and shall be placed on the salary scale in the new classification at the step closest to his or her previous salary but not above step 8.
7. Those employees who have accepted "demotion in lieu of layoff" will have an additional 24 months of re-employment rights for a total of 63 months of re-employment rights. (Collective Bargaining Agreement, Article XV, I-2, Page 51 and Ed Code 45298)
8. The District has developed new job responsibilities for the sites and the departments affected by the layoffs. The attached job responsibility charts may change over time. The parties agree that the job responsibilities will be reviewed by December 1, 2010. Additionally, the parties agree that there will be reviews of the job responsibilities during the 2010-11 school year at the request of either party within 30 calendar days of such request.

Bill Bridges, CSEA Chapter President

Lori Parrish, Assistant Superintendent

Markey Lees, CSEA
Labor Relations Representative

John Carroll, Assistant Superintendent, HR

9-22-10
Date

9-22-10
Date

3rd AP Sec'y (1) Receptionist (2) Service Center Tech (3) Clerk IV (4)

Redwood High School

Classified Responsibilities 2010-11

Jean Leutwyler - 114

- Substitutes
- Keys
- Certificated and Classified Attendance
- TL Meetings
- AP/Honors Lists and Contracts
- Fall & Spring Schedule Distribution
- Instructional Guide & School Profile
- Fall & Spring Class Lists
- Summer Mailing
- Timesheets, PAF's, and Rec's
- Graduation Program
- Staff Development Calendar (1)
- Staff Development Requests (1)

Desiree Weiss - 114

- Substitutes (backup)
- Suspension letters/binders (1)
- SARB mtgs.
- AP Testing
- CAHSEE Testing
- Room Reservations (1)
- IEP and 504 Scheduling (1)
- Bus Scheduling
- Mandated Costs
- Rotating Graduation
- ER Cards
- Testing Support
- EDV* – 10th/11th
- Filing, Calendar, Phone–Sondheim, White
- Teacher Evals – White
- Gen'l Voicemail Box (1)

Sally Robert - 107

- Student Activities support
- BtS Night/OH Programs
- Senior Activities
- STAR Testing (1)
- Outcomes Testing (Direct Write/Met 8)
- Master Calendar
- Site Council Mtgs.
- Supervision Points
- Twig (3)
- Handbook/Planner (1)
- Rotating Graduation
- ER Cards
- Testing Support
- EDV* – 9th/12th
- Teacher Evals - Sondheim, Aliano
- Filing, Calendar, Phone - Aliano

Donna Tranchina - 105

- Maintain Dept. Budgets
- POs & Requisitions
- Maintain ASB Budget
- Foundation Budget
- Order Supplies
- Student Book Fees (3)
- Bus Passes (2)
- Student Insurance *(Meyer Stevens)* (1)
- Copy Machine Service Calls (3)
- Copy Machine Counts (3)
- Testing Support

Charlene DeLosa - 103

- Student Records
- Transcripts
- Grade Changes
- Grade Books
- Student Drops
- Student Archives
- Testing Support
- Post Summer School Grades
- Soc. Security Forms
- NCAA Clearinghouse
- ELD into ESP
- ER Phone Tree (1)
- Staff Phone List (1)
- Textbook Support (3)
- Cal Grant
- ELC Support
- Testing Scores into ESP

Nancy Malcolm - 103

- Registration/Enrollment
- Diplomas
- Residency
- Counseling Mtgs.
- CRT & APT Minutes (1)
- 504 Serv. Plans & Mtgs (1)
- PSAT & PLAN support
- Coord. Counsel. events
- Support counselors (4)
- Filing/Clerical (4)
- ER Cards
- Middle School Liaison/Sharing Mtgs. (1)
- Testing Support

Paula Vantrease - 111

- Various College Parent/Student Events
- Prep HQ
- Work Permits
- Twig & POST Articles
- Mock SAT & ACT
- Testing Support
- Scholarships & Aid
- Coordinate College Reps to meet with students.
- Community Service
- ER Cards

Erica Wild - 101

- Supports A.D.
  - Rosters
  - Student Eligibility (GPA)
  - Updating Athletics Website Info
  - Athletic Partic. Forms
  - Buses

Margaret Catelli - 105

- Test Coordination *(STAR, CAHSEE, DW, MET 8 & Outcomes)*
- Parking Permits
- Graduation Line-Up
- Locker Assignments
- Visitor Check-in (2)
- Homework Requests (2)
- Daily Mail (2)
- ER Cards
- Testing Support

Mimi Bennett – 105

- Daily Attendance
- Truancy Letters
- Admit Slips & Passes
- Attendance Reports
- End of Day Status Reports to Teachers

Karen Barrett - Library

- Assist in Library
- Schedule classes in Libr.
- Circulation
- Library Materials & Textbook Inventory (3)

IT Data Specialist - 103

- Master Schedule
- Report cards
- Student lists

Campus Assts. – 105/107

- Student supervision/safety
- Student passes
- Service Center equipment support and paper stocking (3)

* EDV = Electronic Device Violations (Cell Phones, iPODs, computer use agreements, etc.)

Tamalpais High School
Classified Organizational Chart
2010-11

*Indicates new task, previous position in *Italics*

Administrative Assistant to the Principal	
- Support to Principal and Staff - Substitutes - Keys - Certificated & Classified Attendance - AP / Honors Appeals - Back to School Night / Open House - Emergency Phone Tree - Graduation - Field trips - Staff Phone List * Awards – certificates (*stays the same but no stipended ssistance)* * Grade books (destroy after 3 years) (*Registrar)* * School profile (*counseling clerk*) Receive/distribute Tam e-mails *(Receptionist)*	- Instructional Guide - Graduation program - Timesheets, PAF's and Rec for Employment - Summer Mailer - Fall & Spring Class Schedule - End of year checkout - Order supplies - Diplomas - Teaching matrix * Senior clearance process *(Service Ctr)*. * Transcripts (graduates) (*Registrar*) * Back-up for subs *(Registrar)* * Forms drawer – stock *(Receptionist)* * TL – Agendas, Minutes, Meetings *(New work covering teacher leader support)*

A. P. Secretary Sue Woods	Budget Secretary Leslie Holt	Counseling Secretary Jane Shapiro
- Suspensions/Expulsions - Testing – CAHSEE, STAR, AP, Direct Write, MET 8 - Discipline entries - Master Calendar - Work orders - Graduation - Senior activities - Opening and closing of school - Locker assignment - Student Activities – support Leadership *Same tasks but more work with loss of TE)*	- Maintain Department Budgets - Maintain ASB Budgets - Student Activities - Golden Gate Transit - POs & requisitions - Student Insurance *(*Meyer Stevens*)* - Lost Book Fees - Clear bills before dances - Lost Book Fees * Copy codes entered into Machines (*Service Ctr.*) * Monthly copy code reads (*Service Ctr.*) * Postage machine (*Receptionist*)	- Counseling meetings - Coordinate counseling events - Middle school liaison - Bulk mailing for department - Schedule appointments - Student scheduling - Regular Ed. Accommodation Updates * Transcripts * Registration * Student Enrollment * Residency * Student records * Request Cum files * Social Security Forms * Student drops (?) * Cum filing (*All new work from Registrar*)

Tamalpais High School
Classified Organizational Chart
2010-11

Secretary (4 hours) Jackie H.	Attendance Clerk Johnnie Daniel	Athletic Director Clerk (3 hrs) Jackie H.
- IEP & 504 Scheduling - Opening and closing of school - Testing support - Supervision Points - Parking permits * Photo IDs *(Receptionist)* * Student/Parent Handbook * Visitor check-in *(Receptionist)* * Daily bulletin * Returned mail *(Receptionist)* * Take messages off phone machine with help from Mary O'Leary) * SARB (new task?)	- Record/enter student daily attendance - Admit slips / passes - Attendance reports - End of day status reports to teachers - Truancy letters - Nurse back-up (stipend) - Homework requests	- Student early release - Athletic Participation forms - Athletic GPA Eligibility - Team rosters - Update athletics website - Schedule team photos - End of season awards - Ordering season trophies * Bill students for lost equipment *(Budget Secretary)*

I. T. Data Specialist	Library Specialist	College & Career Specialist Susan Gertman
- Master schedule - Report cards - Emergency card verification * Post summer school grades * Clear incompletes after reporting Period * CUM file data entry * Demographic changes in ES+ * Grade changes * Enter military recruiter info * Permanent records on cardstock for grads & non-grads *(All new tasks from Registrar)*	- Assist students & staff with library - Receive students, staff, visitors - Schedule classes - Operate automated library system - Manage circulation system/desk - Process/input library materials - Prepare inventory reports, library bills, bibliographies - Update patron database - Participate in ordering library materials, new books, supplies, developing & tracking annual budget & coordinating expenditures - Train & supervise student aides - Year end inventory * Textbook checkout (*Service Ctr.*)	- Parent/Student Events - Prep HQ - Work Permits - Scholarships & Fin. Aid - Coordinate college rep visits * Cal Grant forms *(Registrar)* * Work Permits *(Counseling Secretary)*

Tamalpais High School
Classified Organizational Chart
2010-11

Health Specialist	Campus Assistant – Ralph	Campus Assistant - Will
- Care for ill or injured students - Enter health and immunization info - Distribute student medical alerts - Order medical supplies - Verify emergency card data - Schedule hearing/vision testing - Maintain daily log of student visits - Maintain first aid kits on campus	- Student supervision / safety - Student passes * S/C equipment support (*Service Ctr.)* * Distribute daily mail (*Receptionist*)	- Student supervision / safety - Student passes * S/C equipment support (*Service Ctr.)* * Distribute daily mail (*Receptionist*)

Campus Assistant – Sergio	Unassigned Duties	Unassigned Duties
Student supervision / safety - Student passes * S/C equipment support (*Service Ctr.)* * Distribute daily mail (*Receptionist*)	* Textbook inventory/fees (TBD) (Library Specialist?)	* Student archives

Custodians	To Teachers	T / A's
Sort / deliver UPS/Fed Ex boxes Deliver textbooks to Dept. Chairs Deliver print shop orders occasionally as needed)	- Maintain textbook inventory - Field trip paperwork (*not really new)*	

Ideas:

1. All offices put postage on their own mail
2. All share in data entry for emergency cards.

Drake High School
Classified Staff – New Duties
2010-11

Previous Position in italics

Administrative Assistant to the Principal	
* Daily Bulletin (*Service Center*) * Transcript requests for graduated students (w/S.J.) (*Records clerk IV*) * Print Shop orders for teachers (*Service Center*) * Grade books (*Records*) * Receive/distribute DHS e-mails (*Receptionist clerk II*)	* Student awards certificates (*Records*) * After-School Workshop attendance tracking (*Receptionist*) * DHS Information Board (new task... *receptionist*) * Student schedules (main office) (*receptionist*)

A. P. Secretary	Budget Secretary	Counseling Secretary
* Student Activities – support Leadership (*Receptionist*) * SARB (meeting notes) New? Has not been needed yet.	* Lost Book Fees (*service ctr.*) * Textbook inventory/fees (*service ctr.*) * DISC – P.O.'s, budget transfers * Postage machine (*receptionist*) * Transcript request for graduated Students share with Admin Asst. to Principal.) (*Records*) * Back-up for substitute teachers (*Receptionist*) * Copy codes entered into S/C & main office machines (*Receptionist*)	* Student records/data entry * Transcripts * CUM files/data entry * Student drops /withdrawals * Social Security Forms * Move senior/drop files to storage (*All new tasks from Records Clerk IV*)

DISC Secretary	Attendance Clerk	Athletic Director Clerk
* Main desk support (8:30 – 2:00) * Regular Ed Field Trips * Take messages off phone machine (*All new tasks from Receptionist*)	* Main desk support (7:30 – 8:30 & backup) (*Receptionist*) * Homework requests (*Receptionist*) * Permanent records/pictures on cardstock for grads & non-grads (*Records*) * Bulk mail (*Receptionist*)	

I. T. Data Specialist	Library Specialist	College & Career Specialist
* Clear incompletes after reporting Period (*Records*) * Student records/data entry (*Records*) * Enter military recruiter info (*Receptionist*) * Grade changes (*Records*)	* Collect lost books * Senior clearance process * S/C copier support (*all new tasks from Service Center*)	* Cal Grant forms * Transcript support (*All new tasks from Records Clerk*)

Drake High School
Classified Staff – New Duties
2010-11

Campus Assistant - Lena	Campus Assistant – Pat	Campus Assistant - Rich
* Main desk support (breaks/lunch) *(Receptionist)* * Distribute daily mail*(Receptionist)* * Copier support * Deliver textbooks to Teacher Ldrs. * Check out S/C equipment * Advisory envelopes *(Receptionist)*	* Main desk support (2:00 – 3:00) *(Receptionist)* * Distribute daily mail *(Receptionist)* * Copier support *(Receptionist/ Service Ctr.)* * Deliver textbooks to Teacher Ldrs. *(Service Center)* * Check out S/C equipment *(Service Center)*	* Main desk support (3:00 – 4:00) *(Receptionist)* * Distribute daily mail *(Receptionist/ Service Ctr.)* * Copier support *(Receptionist)* * Deliver textbooks to Teacher Ldrs. *(Service Center)* * Check out S/C equipment *(Service Center)*

Health Specialist	Unassigned Duties	
	* Enter daily log of students visiting Health Specialist office	

Robert	To Teachers / Teacher Leaders	T / A's
* Sort / deliver UPS/Fed Ex boxes	- Maintain textbook inventory *(Service Center)* - Field trip paperwork (DISC) - Clear bills before prom *(Service Center)*	- Load main office copier w/paper - Answer telephone - Sort mail (All tasks done previously by TA's under the Receptionist's supervision, now supervised by various office staff.)

Alternative School Classified Work Restructuring

Tamiscal

Renee Glenn is the New Clerk IV and has assumed all duties of that position and has taken on library book check out and clerical library support. She does not do student supervision in the library; that is performed by Para educator and teachers who are already in and around that space.

San Andreas

No Positions were laid-off at San Andreas aside from the reduction in days and no redistribution of tasks has taken place.

District Office
Classified Restructuring

Aside from the work listed below, classified staff in the district office will perform the same work that they did during 2009-2010. Further restructuring may be necessary as tasks arise during the school year.

- Administrative Secretary to the Assistant Superintendent of Educational Services (25.0): Budget items related to categorical programs and secretarial support for other programs as necessary. Work was previously done by Carol Craft (Administrative Secretary) 23.5
- Senior Account Clerk (19.0): Facilities use billing previously done by Erica Wild (Clerk IV) 17.5
- Confidential Secretary, HR: Clerical support for expulsion cases as needed. Work previously done by Carol Craft (Administrative Secretary) 23.5
- District Data Analyst (26.5): Support for testing budget, data etc. Work previously done by Carol Craft (Administrative Secretary) 23.5
- Secretary 21.5: Clerical support for testing. Work previously done by Carol Craft (Administrative Secretary) 23.5
- Parties agree to revisit in December 2010 the work performed by Julie Dashiell (Clerk IV) and Carol Craft (Administrative Secretary) and how it has impacted other employees.

TAMALPAIS UNION HIGH SCHOOL DISTRICT

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

TAMALPAIS UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #549

Classified Hourly Salary Schedule Agreement

July 12, 2010

Tamalpais Union High School District (District) and the California School Employees Association, and its Chapter #549 (CSEA), mutually agree to the adjusted Classified Hourly Salary Schedule, as attached.

Per the contract, "Employees who work 12 months a year (260 days including holidays and paid vacation days) shall have their annual salary computed as follows: established hourly rate of pay is multiplied by the number of work hours each day and then by 260 days with longevity added, if required." (Article IX, p. 36, Section D, #10).

Lori Parrish, Assistant Superintendent
Tamalpais Union High School District

7-12-10
Date

Bill Bridges, President
CSEA, Chapter 549

7/15/10
Date

Section B. - Salary Schedule

Effective July 1, 2010

Classified Salary Schedule

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
10.0	12.92	13.57	14.24	14.95	15.69	16.50	17.31	18.17
10.5	13.24	13.91	14.59	15.33	16.10	16.90	17.76	18.63
11.0	13.57	14.24	14.95	15.69	16.50	17.31	18.17	19.09
11.5	13.91	14.59	15.33	16.10	16.90	17.76	18.63	19.56
12.0	14.24	14.95	15.69	16.50	17.31	18.17	19.09	20.03
12.5	14.59	15.33	16.10	16.90	17.76	18.63	19.56	20.54
13.0	14.95	15.69	16.50	17.31	18.17	19.09	20.03	21.04
13.5	15.33	16.10	16.90	17.76	18.63	19.56	20.54	21.58
14.0	15.69	16.50	17.31	18.17	19.09	20.03	21.04	22.11
14.5	16.10	16.90	17.76	18.63	19.56	20.54	21.58	22.65
15.0	16.50	17.31	18.17	19.09	20.03	21.04	22.11	23.20
15.5	16.90	17.76	18.63	19.56	20.54	21.58	22.65	23.79
16.0	17.31	18.17	19.09	20.03	21.04	22.11	23.20	24.37
16.5	17.76	18.63	19.56	20.54	21.58	22.65	23.79	24.98
17.0	18.17	19.09	20.03	21.04	22.11	23.20	24.37	25.59
17.5	18.63	19.56	20.54	21.58	22.65	23.79	24.98	26.24
18.0	19.09	20.03	21.04	22.11	23.20	24.37	25.59	26.87
18.5	19.56	20.54	21.58	22.65	23.79	24.98	26.24	27.53
19.0	20.03	21.04	22.11	23.20	24.37	25.59	26.87	28.20
19.5	20.54	21.58	22.65	23.79	24.98	26.24	27.53	28.90
20.0	21.04	22.11	23.20	24.37	25.59	26.87	28.20	29.63
20.5	21.58	22.65	23.79	24.98	26.24	27.53	28.90	30.36
21.0	22.11	23.20	24.37	25.59	26.87	28.20	29.63	31.10
21.5	22.65	23.79	24.98	26.24	27.53	28.90	30.36	31.86
22.0	23.20	24.37	25.59	26.87	28.20	29.63	31.10	32.63
22.5	23.79	24.98	26.24	27.53	28.90	30.36	31.86	33.47
23.0	24.37	25.59	26.87	28.20	29.63	31.10	32.63	34.27
23.5	24.98	26.24	27.53	28.90	30.36	31.86	33.47	35.13
24.0	25.59	26.87	28.20	29.63	31.10	32.63	34.27	35.99
24.5	26.24	27.53	28.90	30.36	31.86	33.47	35.13	36.90
25.0	26.87	28.20	29.63	31.10	32.63	34.27	35.99	37.80
25.5	27.53	28.90	30.36	31.86	33.47	35.13	36.90	38.75
26.0	28.20	29.63	31.10	32.63	34.27	35.99	37.80	39.67
26.5	28.90	30.36	31.86	33.47	35.13	36.90	38.75	40.68
27.0	29.63	31.10	32.63	34.27	35.99	37.80	39.67	41.68
27.5	30.36	31.86	33.47	35.13	36.90	38.75	40.68	42.70
28.0	31.10	32.63	34.27	35.99	37.80	39.67	41.68	43.75
28.5	31.86	33.47	35.13	36.90	38.75	40.68	42.70	44.85
29.0	32.63	34.27	35.99	37.80	39.67	41.68	43.75	45.93
29.5	33.47	35.13	36.90	38.75	40.68	42.70	44.85	47.10
30.0	34.27	35.99	37.80	39.67	41.68	43.75	45.93	48.23

TAMALPAIS UNION HIGH SCHOOL DISTRICT

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Agreement

The Tamalpais Union High School District (TUHSD) and CSEA Local 549 agree to make the following change in healthcare providers effective October 1, 2011. Health Net has unilaterally chosen not to renew coverage for TUHSD.

TUHSD will enroll in the Self-Insured Schools of California (SISC) JPA. SISC will offer both Kaiser, similar to what is currently offered, and Blue Shield PPO in place of the plan formerly offered through Health Net.

The following plans are being offered for the upcoming school year:

1. Blue Shield PPO Plan 100-A-$20 copay, with Medco pharmacy plan $7 Generic Copay/ $25 Brand Name copay. Monthly Rate for this plan is listed below effective, 10/01/2011 to 09/30/2012.

   Monthly Active Rates:
   Composite Rate: $2,603

   Monthly Rates For Retirees Under Age 65:

Single:	$1,861
Two-Party:	$2,592
Family:	$3,301

2. Kaiser HMO Plan $20 OV/ $10-20 Rx, with Chiro. Monthly Rate for this plan is listed below effective, 10/01/2011 to 09/30/2012.

   Monthly Active Rates:
   Composite Rate: $1,082

   Monthly Rates For Retirees Under Age 65:

Single:	$817
Two-Party:	$1,757
Family:	$2,411

Please find attached a comparison of the current Kaiser/Health Net Plans and the new Kaiser/Blue Shield Plans.

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Laura Ibanez, President
CSEA, Chapter 549

Greg Lauchenauer, CSEA Vice President

Steve Avanzino, CSEA Chief Job Steward

7/15/11
Date

Superintendent/Designee

7/15/2011
Date

Section 4: Other Plan Alternatives
Kaiser HMO vs. SISC (Kaiser)

Alliant

KAISER HMO MEDICAL PLANS
COMPARISON OF CURRENT VS. SISC

MEDICAL PLAN BENEFIT	KAISER HMO Current	KAISER HMO
Calendar Year Deductible Individual / Family	None	None
Annual Out-of-Pocket Maximum Individual / Family	$1,500 / $3,000	None
Lifetime Maximum	None	None
MAJOR MEDICAL		
Physician Office Visit	$15/visit	$20/visit
Specialist Copay	$15/visit	$20/visit
Adult Preventative Care	$15/visit	No Charge
Well-Child Preventative Care	No Charge	No Charge
Physical, Occupational, & Speech Therapy	$15/visit	$20/visit
Lab and X-Ray	No Charge	No Charge
Hospitalization Inpatient Outpatient Surgery	$250/admit $15/procedure	No Charge No Charge
Ambulance	$50/trip	$50/trip
Emergency Room	$50/visit (waived if admitted)	$50/visit (waived if admitted)
Durable Medical Equipment	No Charge	No Charge
Skilled Nursing Facility	No Charge (Limited 100 days/benefit period)	No Charge (Limited 100 days/benefit period)
Hospice Care	No Charge	No Charge
Mental Health Inpatient (Non-Severe) Outpatient	$250/admit $15 / visit	No charge $20 / visit
Substance Abuse Inpatient Outpatient	$250/admit $15 / visit	No charge $20 / visit
Prescription Drug	**Generic/Brand**	**Generic/Brand**
Retail (100-Day Supply)	$10 / $20	$10 / $20
Mail-Order (100-Day Supply)	$10 / $20	$10 / $20

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

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Section 4: Other Plan Alternatives –
HealthNet HMO vs. SISC PPO (Blue Shield)

Alliant

HEALTHNET MEDICAL PLAN
COMPARISON OF CURRENT VS. SISC PPO PLAN

MEDICAL PLAN BENEFIT	HEALTH NET HMO Current (Non-renewed)	SISC PPO (Blue Shield)	
		In Network	Out of Network
Calendar Year Deductible Individual / Family	None	None	
Annual Out-of-Pocket Maximum Individual / Family	$1,500 / $4,500	Not applicable	
Lifetime Maximum	None	Unlimited	
MAJOR MEDICAL			
Physician Office Visit	$25/visit	$25/visit	50%
Specialist Copay	$25/visit	$25/visit	50%
Preventative Care	No Charge	No Charge	50%
Physical, Occupational, & Speech Therapy	No Charge	No Charge	50%
Lab and X-Ray	No Charge	No Charge	50%
Hospitalization Inpatient Outpatient Surgery	$500/admit $500/procedure	No Charge No Charge	$500 per day $350 per day
Ambulance	No Charge	No Charge	50%
Emergency Room	$100/visit (waived if admitted)	$100/visit (waived if admitted)	
Durable Medical Equipment	No Charge	No Charge	50%
Skilled Nursing Facility	$500/visit (Limited to 100 days/cal. year)	No Charge	50%
Hospice Care	No Charge	No Charge	Not covered (unless pre-auth)
Chiropractic	$10/visit (Limited 30 visits/cal. year)	$25 / visit (Limited 20 visits/cal. year)	50%
Mental Health Inpatient (Non-Severe) Outpatient	$500/Admit $20/visit	No Charge $25/visit	50% 50%
Substance Abuse Inpatient Outpatient	$500/Admit $20/visit	No Charge $25/visit	50% 50%
Prescription Drug	**RX WFF Generic / Brand / Non-Formulary**		
Brand Deductible Retail (30-Day Supply) Mail-Order (90-Day Supply)	None $10 / $25 / $35 $20 / $50 / $70	None $7 / $25 / $25 $14 / $60 / $60	

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Article I Section A Certification: Unit Definition

Addendum

On February 5th, 2015 CSEA and the District agreed to update the CSEA contract and include the following unit definitions to the CSEA contract;

- Food Service, Cook
- Specialist, Network

CSEA and the District agree that this MOU will be exhausted during forthcoming negotiations.

Laura Ibanez, President

Michael McDowell, Ed.D.,
Associate Superintendent

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Game and Activities Supervision at the three Comprehensive High Schools

Addendum

Beginning in the 2015-2016 school year, classified employees with be compensated at the rate of time and one half of the Campus Assistant classification, Step 8.

CSEA and the District agree that this MOU will be exhausted during forthcoming negotiations.

Laura Ibanez, President

Michael McDowell, Ed.D.,
Associate Superintendent

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California Distinguished Schools: Tamalpais, Drake and Redwood High Schools

Memorandum of Understanding Regarding Compensation of Classified Employees During Closure of District Offices and Schools (December 11th, 2014)

Addendum

On December 11th, 2014, heavy rains, flash floods, and potential winds necessitated the Tamalpais Union High School District to close all school sites and district offices. All employees were notified of school and offices closures between 2:00 p.m.-3:00 p.m. on Thursday December 10th. Several classified staff members were required to report on December 11th, 2014 to support district efforts in the areas of maintenance, operations, and community relations that were deemed paramount to the overall safety of the district.

CSEA and the District agreed to the following compensation guidelines for classified employees for the day of closure:

- Employees who stayed home would receive their regular pay for the day of closure. There will be no loss of pay for any employee.

- Employees assigned to and who worked at school sites or assigned to provide approved district services in the areas of maintenance, operations, and community relations received additional straight time pay for the hours they worked.

CSEA and the District agree that this MOU is non-precedent setting. Each emergency situation shall be treated separately as it occurs. As soon as practical in an emergency situation, the District will meet with CSEA to discuss the impact of the emergency.

Laura Ibanez, President

Michael McDowell, Ed.D.,
Associate Superintendent

Appendix SS

Memorandum of Understanding Regarding Compensation of Classified Employees

During Closure of District Offices and Schools (February 7th and 9th, 2017)

Addendum

On February 7th and 9th, 2017, heavy rains, flash floods and potential winds necessitated the Tamalpais Union High School District to close all school sites and district offices. All employees were notified at between 7:30A.M. - 8:30A.M. on Tuesday February 7th of school closure and were notified between 3:00P.M. - 4:00P.M. On Wednesday February 8th of school closure on Thursday February 9th. Several Classified staff members were asked to stay on Tuesday February 7th and required to report on Thursday February 9th to support district efforts in the areas of maintenance, operations and community relations that were deemed paramount to the overall safety of the district.

CSEA and the District agreed to the following compensation guidelines for classified employees for the day of the closure:

- Employees who stayed home would receive their regular pay for the day of closure. There will be no loss of pay for any employee.
- Employees asked to stay and assigned to and who worked at the school sites or assigned to provide approved district services in the areas of maintenance, operations and community relations received additional straight time pay for the hours they worked.

CSEA and the District agree that this MOU is non-precedent setting. Each emergency situation shall be treated separately as it occurs. As soon as practical in an emergency situation, the District will meet with CSEA to discuss the impact of the emergency.

Tim Mullery,
President
CSEA Chapter 549

3/14f/17
Date

Lars. Christensen, Assistant Superintendent
Tamalpais Union High School District

3-14-17
Date

Appendix TT

MEMORANDUM OF UNDERSTANDING BETWEEN
TAMALPAIS UNION HIGH SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 549

EFFECTS OF LAYOFF: PRINT SHOP

This memorandum of understanding (MOU) is between the Tamalpais Union High School District ("District") and Chapter 549 of the California School Employees Association (CSEA) Jointly, "the Parties").

The purpose of this MOU is to confirm the Parties' agreement regarding the reassignment or contracting out of printing, copying, and design work done by the District Print Shop.

The Parties agree to the following terms and conditions.

TERMS AND CONDITIONS

1. The District shall reassign the work to the following classifications: Secretary, Alternative Schools Secretary and Budget Secretary, subject to the exceptions listed in this MOU.

2. The District shall restore days to the work-year calendars for the following classifications: Secretary, Alternative Schools Secretary and Budget Secretary, as follows:
   a. In 2016/2017 2 additional days (any Secretary unable to schedule the additional 2 days before the end of2017 will add the full2 days to the 2017/2018 calendar).
   b. In 2017/2018 4 additional days for a total of 6 days beginning in the 2017-2018 school year.
   c. Effective July 1st, 2017 the restoration of the (6) work days will become permanent.

3. The District shall, when necessary, contract out the duties previously performed by Print Shop to third party vendors. Examples of which include:
   a. Bulk color printing
   b. NCRForms
   c. Color Letterhead
   d. Business Cards
   e. Envelopes
   f. Window Envelopes
   g. Labels
   h. Lab Manuals
   1. Folding, Stapling, and Glue binding

4. The work previously performed by the Print Shop shall be reassigned to the Secretaries as listed item 2. If by mutual agreement with their Administrator, they are unable to perform this task, the work will be offered to any classification in which copy duties are listed in their job description and the District shall pay that classified employee a 5.0% differential for time spent completing the duties. Those job descriptions include:

   - Administrative Assistant, Comprehensive High School
   - Administrative Secretary to Assistant Superintendent, Education Services
   - Assistant, Campus Staff
   - Assistant, Program
   - Clerk, III
   - Clerk, IV
   - Clerk, Senior Account
   - Clerk, Senior Account/Payroll
   - Secretary
   - Secretary, Administrative
   - Secretary, Alternative Schools
   - Para educator

   These work offers will be made on a rotating basis according to seniority.

5. This MOU is subject to approval by the District's Government Board and ratification by Chapter 549.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Tim Mullery

NAME Tim Mullery
TITLE CSEA 549 President

Dated: 30/17

TAMALPAIS UNION HIGH SCHOOL DISTRICT

L Ch

NAME Lars Christensen
TITLE Assistant Superintendent

Dated: 3-30-17

Cindi Hall 3-30-17

3/30/17

Mark Rauch 3/30/17

Marty Cox 3-30-17

MEMORANDUM OF UNDERSTANDING
Between
CSEA, Chapter # 549 & Tamalpais Union High School District

Supplemental Retirement Plan
December 5, 2018

The parties to this Memorandum of Understanding (MOU), CSEA, Chapter #549 (CSEA) and the Tamalpais Union High School District (TUHSD) agree as follows:

Background

Per approval by the Governing Board, the District will offer a Supplemental Retirement Plan (SRP) through the Public Agency Retirement Services (PARS) program to eligible CSEA unit members in the 2018-2019 school year. The TUHSD Governing Board adopted Board Resolution #18-14 on November 13, 2018, approving the SRP. The SRP is generally described in the November 13, 2018 Staff Report to the Board regarding the PARS program. The overall goal of implementation of the SRP is to generate savings, or at a minimum, no cost to the District, and an adequate reduction in staff through increased retirement.

Agreement

1. Eligibility: a CSEA unit member must be a District employee on November 13, 2018, must be 50 years of age with 5 years of District service as of June 30, 2019.
2. The enrollment window is from November 14, 2018 through January 25, 2019.
3. Enrollment packets will be mailed to eligible CSEA unit members on November 14, 2018.
4. PARS will conduct an employee orientation during the week of November 26 or December 3, 2018.
5. PARS will conduct an employee workshop during the week of January 21, 2019.
6. Enrollees must submit with their enrollment packet a written resignation effective no later than June 30, 2019.
7. After the enrollment window closes, PARS will conduct a fiscal analysis to determine the fiscal projections and feasibility of implementation of the SRP.
8. Based on the PARS analysis, the District will determine whether to implement the SRP and will notify CSEA and the enrollees of its decision by February 1, 2019.
9. If the District decision is to proceed with the SRP, enrollees' resignations are irrevocable. If the decision is not to proceed, enrollees may rescind their resignations.
10. SRP benefits commence on August 1, 2019.
11. This Agreement is non-precedent setting and nothing except what is expressly stated in this Agreement is offered or implied.

Tim Mullery, President,
CSEA, Chapter # 549

Dr. Tara Taupier, Superintendent
Tamalpais Union HSD

Markey Lees, Labor Relations Representative
CSEA

12-5-2018
Date

12/5/18
Date

The California School Employees Association and its
Tamalpais Chapter #549
Memorandum of Understanding
with
Tamalpais Union High School District
New Employee Orientation (AB119)
November 29, 2017

The Tamalpais Union High School District ("District") and the California School Employees Association and its Tamalpais Chapter #549 ("CSEA"), together referred to as the "Parties", hereby agree to the following to meet the requirements of AB 119 (2017).

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

a) Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and the Tamalpais Chapter #549 Chapter President notice of any newly hired employee at the end of each calendar month, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.

b) Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

2. EMPLOYEE INFORMATION

a) Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;

viii. Work telephone number;
ix. Work Extension
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. ZIP Code (5 or 9 digits)
xiv. Home telephone number (10 digits);
xv. Personal cellular telephone number (10 digits) if provided to employer;
xvi. Personal email address of the employee if provided to employer;
xvii. Last four numbers of the social security number;
xviii. Birth date;
xix. District Employee ID;
xx. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
xxi. Hire date.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, complete bargaining unit member information and work locations on the last working day of September, January, and May. The specific employee information to be provided and the method of reporting shall be that same as the information described above in section 2(a) of this agreement.

3. **NEW EMPLOYEE ORIENTATION**

a) Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. As an alternative to the ten (10) days' notice, the parties may establish an annual schedule for such new employee orientations. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

i. Group Orientations: In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the

collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

ii. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

c) New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

4. GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 16 Grievance Procedure of the Collective Bargaining Agreement, except as follows.

a) Definition of a "Grievant": For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Tamalpais Chapter #549. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Tamalpais Chapter #549 and grieving on behalf of the union. This provision shall supersede Article16 section 1b. Definitions of the collective bargaining agreement.

b) Expedited Grievance Procedure

i. Step 1: For the purposes of this Agreement, the grievance procedure shall commence at the Formal Level III Article IX Grievance Procedure of the collective bargaining agreement.

ii. Step 2: If CSEA is not satisfied with the decision rendered at Level III, the grievance shall be resolved in expedited, final and binding arbitration before a mutually agreed upon arbitrator. If the parties cannot mutually agree on an arbitrator, the parties will obtain a list of seven (7) arbitrators from the State Mediation and Conciliation Service and strike names alternately until only one name remains. The arbitration shall be held within thirty (30) days of the grievance filing or such other period as is mutually-agreed upon.

5. DURATION OF AGREEMENT

a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed.

   i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Lars Christensen
Assistant Superintendent
11-29-17

11/29/17
11-29-17
11/29/17
11/29/17

Memorandum of Understanding
Between
The California School Employees Association Chapter No. 549
And
Tamalpais Union High School District

This Memorandum of Understanding ("MOU") is entered into this 30th day of April 2019 by and between the Tamalpais Union High School District ("TUHSD") and the California School Employee Association, Chapter 549 ("CSEA") to address the impact of the classified layoffs for 2019-2020.

The Parties agree as follows:

1. The District shall not transfer work out of the classifications that were subject to layoff to management, supervisory employees, short term employees, substitute employees, students or volunteers.

2. The District shall not employ probationary, temporary, short term or substitute employees in the laid off classification before it offers the work to the employees who were laid off in order of their seniority.

3. The District shall not increase the use of volunteers. A comprehensive list of all volunteers used at each site will be provided no later than July 1, 2019.

4. Laid off employees shall be offered the opportunity to fill any temporary, short term, limited term and substitute positions that become vacant or which may become available subsequent to the execution of this Agreement as long as the employee meets the minimum qualification. Employees may elect not to be called if they are unavailable or uninterested.

5. The affected employees who are completely laid off and are currently utilizing district medical, dental or vision benefits shall continue to have their medical, dental and vision benefits at the pre-reduction level fully paid by the District for a period of six (6) months from August 1, 2019 through January 31, 2020.

6. Employees who accept a reassignment or bump into a position that is less than what they previously held shall continue to receive all their benefits at the pre-reduction level through January 31, 2020.

7. The effective date of each individual layoff shall be no sooner than 60 days after they received the notice of layoff by personal delivery or certified mail. The receipt date shall be determined by the proof of delivery.

8. Laid off employees including any employees affected by any negotiated reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education Code and the CSEA/District collective bargaining agreement.

9. Each laid off employee shall be made as whole as possible with an alternate work assignment that may include an increase in the number of hours they previously held.

10. The laid off/reduced positions include:

Three (3)	Weekend Custodians
Four (4)	Custodians
One (1)	Grounds Person
One (1)	Community Education Secretary (.50 FTE)
Three (3)	Community Education Program Assistants

Two (2)	Food Service Workers
One (1)	Food Service Cook (.50FTE)
Three (3)	Clerk IV from MOU dated 6-7-18
Two (2)	Custodians from MOU dated 6-7-18

This action will impact 20 bargaining unit positions.

11. No employee shall be negatively evaluated due to failure to maintain the same level of service provided prior to this reduction in classified staffing. The parties acknowledge that the elimination or reduction of these positions will cause certain work to take longer to accomplish in addition to other services that will no longer be performed, per mutual agreement. Work alike job groups will meet before July 1, 2019 to prioritize the work to be accomplished moving forward. The results that will be memorialized in a future MOU and added to the collective bargaining agreement.

12. Any employee rehired within the 39 to 63-month layoff period will have their benefits restored to the same level they were receiving prior to this layoff.

April 30, 2019

Tim Mullery
President, CSEA, Chapter #549

Dated: 4/30/19

Lars Christensen
Assistant Superintendent, TUHSD

Dated: 4-30-19

4-30-19
Markey Lees
CSEA Labor Relations Representative

Dated: 4-30-19

4.30.19

4.30.19

4-30-19

4-30-19

4-30-19

Memorandum of Understanding
Between
Tamalpais Union High School District (District)
And
California School Employees Association Chapter #549 (CSEA)

June 28, 2019

1) This Memorandum of Understanding (MOU) is entered into June 28, 2019 by and between the Tamalpais Union High School District (District) and the California School Employees Association, and its Tamalpais Chapter #549 (CSEA), both referred to as the (Parties) to address the impact of classified layoffs for the 2019-2020 school year.

2) With regard to student "field trips," the classified employee charged with processing the field trip packets will not accept an incomplete packet from the certificated personnel responsible for completing and submitting the field trip packet. Incomplete packets shall be returned to the originator for completion.

3) The parties agree to coordinate a "job alike" seminar to review and discuss a "best practice" approach to the myriad of clerical support tasks associated with the administration and operation of a school site.

4) The District will agree to establish an "A/B" custodial schedule, specific to Tamalpais High School in order to address the reduction of custodial staff assigned to this site.

5) The District will solicit a substitute custodian if custodial personnel are absent from the workplace. Laid off custodial personnel will receive first priority for substitute custodial assignments. When laid off custodial personnel are not available, the District will provide opportunities to work overtime to TUHSD custodial personnel in accordance with site needs in increments of not less than two (2) hours per offer The District will evaluate and determine site need. If TUHSD personnel are unable or unwilling to accept an overtime assignment, the District will attempt to secure a substitute from out-of-District sources.

6) All weekend custodial work opportunities shall be offered at a 2-hour minimum per the CSEA contract.

7) The District agrees that the classified Library Specialists will not be charged with the supervision of students in the Library absent certificated personnel charged with this task. A clear plan with specific times will be established for the Library Specialists designating student free breaks and lunch no later than August 20, 2019.

8) Student Teacher Assistants (T.As) will not be assigned to the Library. Library Specialists will not be required to supervise student T.As in the Library.

9) Directional/Wayfinding signs will be installed at the Carlisle building to assist visitors in finding the Community Education, Adult Education, and the IT departments.

10) The District agrees that external "user groups, contractors or outside vendors" will not be issued keys to TUHSD facilities without prior agreement with CSEA, Chapter # 549. If any

8) The District will establish a District-wide protocol for the 504 process. Once protocols are established, the District agrees to engage with CSEA, Chapter # 549, in determining the assignment of classified tasks associated with the comprehensive 504 process.

   Specifically, the District, in conjunction with CSEA, will form a committee comprised of District, CSEA, TFT and site administration representatives to determine and delineate classified and certificated tasks associated with the 504 process.

Nothing except what is expressly stated in this agreement is offered or implied. Once approved by the parties' respective processes, this agreement shall be binding.

Lars Christensen
Assistant Superintendent, Human Resources & Facilities

Tim Mullery
President, CSEA, Chapter # 549

Markey Lees
CSEA Labor Relations Representative

Tamalpais Union High School District
Office of Human Resources
TUHSD - CSEA Negotiations 2018-2019
April 30, 2019

Tentative Agreement

Article X: Salary and Allowances

- 1.5% "on schedule" compensation increase retroactive to July 1, 2018.
- Creation of a Step 9, which is 5% greater than a Step 8, on the CSEA, Chapter #549 Salary Schedule; effective July 1, 2019.

Article XI: Health and Welfare Benefits

- Health Benefit "cap" for all new CSEA, Chapter #549 unit members; effective immediately upon the ratification of this Agreement.
  - Health Benefit "cap": $20,000 per employee
  - The Health Benefit "cap" shall have no impact on current employees or retirees who were employed prior to the ratification of this Agreement.

No limit to the number of block retirement incentives offered starting in the 2019-2020.

TUHSD agrees to extend the current Collective Bargaining Agreement through June 30, 2020. CSEA, Chapter #549 and TUHSD agrees the Contract will remain "closed" through the referenced June 30, 2020 date.

Agreements to Date

- Memorandum of Understanding to participate in the Public Agency Retirement Services (PARS) retirement incentive program.
- Memorandum of Understanding to transfer the assigned duties of the Budget Coordinator (a CSEA, Chapter #549 position), to the Director of Fiscal Services (a classified management position).

  The savings generated from not "back filling" the Budget Coordinator position will be applied as an "on-schedule" salary increase across the CSEA, Chapter #549 unit.

Tim Mullery
President, CSEA, Chapter #549

Dated: 4/30/19

Lars Christensen
Assistant Superintendent, TUHSD

Dated: 4-30-19

Markey Lees 4-30-19
Markey Lees
CSEA Labor Relations Representative

Dated: 4-30-19

4.30.19

4-30-19

Cindi Hall 4-30-19

4-30-19

Tamalpais Union High School District

TENTATIVE AGREEMENT
between

Tamalpais Union High School District
And
California School Employees Association, Tamalpais Chapter #549

July 18, 2018

To resolve all negotiations for 2017-18, the parties have met and agreed to the following:

Article II Working Conditions: (attached)

Article III Holidays- Calendar

- Per Article III, Section A, Declared Holidays, of the TUHSD-CSEA, Chapter #549 Collective Bargaining Agreement, TUHSD will add three paid holidays for all classified employees as follows:

- 10-month and 11-month employees
  - Yom Kippur Holiday
  - Monday of Thanksgiving Week
  - Tuesday of Thanksgiving Week

- 12-month employees
  - Monday of Thanksgiving Week
  - Tuesday of Thanksgiving Week
  - Wednesday of Thanksgiving Week

Article X Salary and Allowances:

- The current salary schedule shall be increased by 1.5% retroactive to July 1, 2017. This shall become the new 2017-2018 salary schedule.

7-20-18
Date

Lars Christensen, Assistant Superintendent
Human Resources & Facilities

7-20-18
Date

Tim Mullery, President
CSEA Chapter #549

Markey Lees
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
Between
CSEA, Chapter # 549 & Tamalpais Union High School District

Supplemental Retirement Plan
December 5, 2018

The parties to this Memorandum of Understanding (MOU), CSEA, Chapter #549 (CSEA) and the Tamalpais Union High School District (TUHSD) agree as follows:

Background

Per approval by the Governing Board, the District will offer a Supplemental Retirement Plan (SRP) through the Public Agency Retirement Services (PARS) program to eligible CSEA unit members in the 2018-2019 school year. The TUHSD Governing Board adopted Board Resolution #18-14 on November 13, 2018, approving the SRP. The SRP is generally described in the November 13, 2018 Staff Report to the Board regarding the PARS program. The overall goal of implementation of the SRP is to generate savings, or at a minimum, no cost to the District, and an adequate reduction in staff through increased retirement.

Agreement

1. Eligibility: a CSEA unit member must be a District employee on November 13, 2018, must be 50 years of age with 5 years of District service as of June 30, 2019.
2. The enrollment window is from November 14, 2018 through January 25, 2019.
3. Enrollment packets will be mailed to eligible CSEA unit members on November 14, 2018.
4. PARS will conduct an employee orientation during the week of November 26 or December 3, 2018.
5. PARS will conduct an employee workshop during the week of January 21, 2019.
6. Enrollees must submit with their enrollment packet a written resignation effective no later than June 30, 2019.
7. After the enrollment window closes, PARS will conduct a fiscal analysis to determine the fiscal projections and feasibility of implementation of the SRP.
8. Based on the PARS analysis, the District will determine whether to implement the SRP and will notify CSEA and the enrollees of its decision by February 1, 2019.
9. If the District decision is to proceed with the SRP, enrollees' resignations are irrevocable. If the decision is not to proceed, enrollees may rescind their resignations.
10. SRP benefits commence on August 1, 2019.
11. This Agreement is non-precedent setting and nothing except what is expressly stated in this Agreement is offered or implied.

Tim Mullery, President,
CSEA, Chapter # 549

Dr. Tara Taupier, Superintendent
Tamalpais Union HSD

Markey Lees, Labor Relations Representative
CSEA

12-5-2018
Date

12/5/18
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
December 5, 2018

Memorandum of Understanding

Between
Tamalpais Union High School District
And
California School Employees Association, Chapter #549

The Tamalpais Union High School District (District), in conjunction with the California School Employees Association, Chapter #549, is in agreement that the duties for the Budget Coordinator position, as detailed in the current job description, will transfer to the classified management position, the Director of Fiscal Services. In addition, the Budget Coordinator position will remain "unfilled" at the discretion of the Tamalpais Union High School District. This position shall remain on the CSEA salary schedule.

The parties further agree to use $177,505.00 related to the savings associated with not 'back-filling' the Budget Coordinator position shall be applied towards an 'on-schedule' 1.36% compensation increase commencing February 1, 2019.

This transfer of duties from a classified position within our local classified bargaining unit (CSEA, Chapter #549), to a classified management position (Director of Fiscal Services), is non-precedent setting and is pertinent to only these two specific positions.

The signatures below acknowledge receipt and agreement with the conditions outlined in this memorandum.

Tim Mullery, President
CSEA, Chapter # 549

12/13/18
Date

Lars Christensen, Assistant Superintendent
Tamalpais Union HSD

12-13-18
Date

Markey Lees, Labor Relations Representative

12-13-18
Date

12/13/18

12/13/18

12/13/18

Memorandum of Understanding
Between
Tamalpais Union High School District
And
California School Employees Association, Chapter #549
November 20, 2020

This Memorandum of Understanding is entered into on November 20, 2020 by and between the Tamalpais Union High School District (District) and the California School Employees Association and it's Tamalpais Chapter #549 (CSEA), both referred to as "parties" to address the unique needs of classroom supervision during the period of COVID-19 as the District returns to in-person instruction on January 4, 2021.

Classroom Monitor Job Description

The Classroom Monitor position is a short term employee who will provide a positive and safe learning environment within the classroom under unique circumstances. This short term position provides classroom assistance and supervision for students during the school day when a teacher is delivering instruction remotely for an extended period of time. Classroom Monitor positions will be prevented from working more than 75% of the school year.

Description, Pay: Created in response to the COVID19 pandemic, Classroom Monitor positions are short term in nature and will fill an anticipated need to support in-person learning while in hybrid mode due to certificated teaching staff who are unable to return to the classroom. Classroom Monitors serve Tuesday through Friday in a seven-hour shift providing supervision to students in a classroom setting and ensuring COVID-19 safety protocols are enforced, including disinfecting of common touch surfaces, mask wearing, and social distancing. Classroom Monitors are paid the Marin County minimum hourly wage of $15.25 (without medical benefits) for each block in which they are hired.

Classroom Monitor Hiring Requirements:
High School Diploma or GED
Department of Justice (DOJ) clearance prior to starting
Negative COVID-19 test 3 days prior to hiring
Tuberculosis (TB) clearance
Mandatory Orientation & Training (SSSPP)

Timeline: Classroom monitors will be hired for the following time period: **January 4, 2021 through June 10, 2021.** No Classroom Monitor will be permitted to work more than 195 days in the designated time period. When COVID-19 restrictions are reduced and certificated staff can return to sites, the Classroom Monitor position will be eliminated.

If the school district is unable to open per the aforementioned timeline, no compensation will be awarded prior to the actual opening of in-person instruction.

Location, Hours: Classroom Monitors report to a designated TUHSD high school classroom by 8 a.m. and their day concludes at 3:00 p.m. Periodic breaks are scheduled throughout the day. Classroom Monitors are assigned to a single school site and are expected to supervise classrooms between 8am-3pm on each of the four-days within the block/s in which they are hired.

Classroom Monitors must be available between 8am-3pm, Tuesday-Friday, in the block/s in which they hired.

- Block 1: 1/4-1/22
- Block 2: 1/25-2/12
- Block 3: 2/22-3/12
- Block 4: 3/15-4/2
- Block 5: 4/12-4/30
- Block 6: 5/3-5/21
- Block 7: 5/24-6/10

Training/orientation will occur for those hired to work the above blocks prior to commencement of the block and will be compensated at the same hourly rate.

The parties agree that time is of the essence in filling positions within this classification by January 4, 2021. To that end, the Tamalpais Union High School District and CSEA, Chapter #549 agree that the process of securing persons to fill the classroom monitor positions will commence concurrent to the CSEA 610 process and subsequent ratification vote by CSEA membership.

This agreement is non-precedent setting. Nothing except what is expressly stated in this agreement is offered or implied. If any portion of this agreement is unenforceable, the remainder of the agreement shall survive and be enforced.

Dated: 11/20/2020 By: _____

District

Dated: 11/20/2020 By: Tinsley Mudlong

California School Employees Association

Dated: 11/20/2020 By: _____

California School Employees Association

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
February 24, 2021

Memorandum of Agreement

Tamalpais Union High School District
and
CSEA, Chapter #549

This agreement is entered into by and between the Tamalpais Union High School District and the CSEA, Chapter #549.

The Tamalpais Union High School District and the CSEA, Chapter #549 has agreed to a temporary 50% (fifty percent) increase to the stipend amount for the Back Up to the Health Specialist, as per Appendix AA-1A of the TUHSD-CSEA Collective Bargaining Agreement. The agreed upon stipend increase will be prorated to the date of student return to on-campus hybrid instruction beginning on March 2, 2021 and will expire on June 14, 2021.

The increases, by site, are as follows:

	Current Stipend	Adjusted Stipend
Primary contact at HS 1327/Drake and Tamalpais	$4,000/yr	$6,000/yr
Secondary contact at HS 1327/Drake HS and Tamalpais	$1,330/yr	$1,995/yr
Primary contact at Redwood	$2,600/yr	$3,900/yr
Secondary contact at Redwood	$1,040/yr	$1,560/yr

Dr. Tara Taupier, Superintendent
Tamalpais Union High School District
3/16/2021
Date

Mr. Tim Mullery, President
CSEA, Chapter #549
2/24/2021
Date

Stanley Bansgrove
Labor Relations Representative CSEA
2/26/2021
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
April 16, 2021

TUHSD - CSEA, Chapter #549 NEGOTIATIONS

Article X, Salary and Allowances

Tentative Agreement
Between
Tamalpais Union High School District
And
California School Employees Association, Chapter #549
April 16, 2021

The District proposes a three-year agreement, retroactive to July 1, 2020, for the 2020 - 2021 school year:

Salary Proposal:

- **(2020 - 2021):** 1.5% "on-schedule" salary increase.
- **(2021 - 2022):** 1.5% "on-schedule" salary increase.
- **(2022 - 2023):** 2.1% "on-schedule" salary increase.
    - The addition of a 10th Step on the Classified Salary Schedule (equivalent to a 1.7% on-schedule salary increase)
- **Reclassification,** (Article X Section F): Language Adjustment:
    - Reclassification salary increases, per recommendation of the Reclassification Committee and approved by the Governing Board, will be addressed in the manner detailed below. Specifically:
        - The District will absorb the cost of the first 50% cost equivalent of a 1% of a CSEA, Chapter # 549 salary increase of a Governing Board approved reclassification action (No less than the current value of $65,000).
        - Any Governing Board approved reclassification action above the cost of a 50% cost equivalent of a 1% CSEA Chapter # 549 salary increase (No less than the current value of $65,000) will be deducted from a future overall compensation increase to the CSEA, Chapter #549 bargaining unit in the next year to be negotiated for which salary has not been settled. This will have no impact on salary and allowance agreements concluded prior to the reclassification.
        - If the amount to be deducted from a future salary increase due to a reclassification action is greater than the salary increase itself, the remaining cost of the reclassification action will be deducted from the salary increase in the ensuing year(s).

Dr. Tara Taupier, Superintendent

Tamalpais Union High School District

Date:

Tim Mullery

CSEA, Chapter #549

Date:

BOT Approved
Date May 11, 2021

Stan Bransgrove, Labor Representative

California School Employees Association

Date:

Tamalpais Union High School District
Office of Human Resources
December 9, 2021

Memorandum of Agreement
Between
Tamalpais Union High School District
And
California School Employees Association (# 549)

Compensation of Classified Employees for June 18, 2021 (Juneteenth Holiday)

This agreement is entered into by and between the Tamalpais Union High School District (TUHSD) and the California School Employees Association (CSEA), Chapter # 549.

The above parties agree that Tamalpais Union High School District will compensate those classified employees who reported to work on the date of June 18, 2021 with a one time additional floating holiday to be used by June 30, 2022. Use of this floating holiday will be determined by mutual agreement of the individual classified employee and their immediate supervisor.

This agreement is non-precedent setting and is applicable to only this specific event.

Wes Cedros
Assistant Superintendent Human Resources

Tim Mullery
President
California School Employees Association, Chapter # 549

December 15, 2021

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TAMALPAIS UNION HIGH SCHOOL DISTRICT (DISTRICT)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #549
REGARDING

The impact and effects on ten-month classified employees as the result of two additional inclement weather days being added to the school-year calendar

The parties agree that specific only to the 2021-2022 school year, ten-month classified employees will adjust their work-year calendar from 181 days to 183 days in order to account for two inclement weather days being added to the school-year calendar. Specifically, Monday, June 13, 2022 and Tuesday, June 14, 2022.

Further the parties agree that if by May 1, 2022, that the two inclement weather days are not necessary, the work-year calendar for the 10-month employees will revert to 181 days, with the work-year for 10-month employees ending June 9, 2022.

The signatures below acknowledge receipt and agreement with the conditions outlined in this memorandum.

Tim Mullery, President
CSEA, Chapter #549

5/17/2021
Date

Lars Christensen, Assistant Superintendent
Tamalpais Union High School District

5-14-21
Date

Stan Bransgrove, Regional Labor Representative
CSEA

Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
December 12, 2022

Memorandum of Agreement

Tamalpais Union High School District
and
CSEA, Chapter #549

This agreement is entered into by and between the Tamalpais Union High School District and the CSEA, Chapter #549.

The Tamalpais Union High School District and the CSEA, Chapter #549 have agreed to a temporary, part-time schedule for the position of 1.0 FTE - Split 0.5 Administrative Secretary IT Department / 0.5 Adult School Secretary, totalling 25 hours per week.

The terms are agreed to, as follows:

Start-date: Monday, Jan. 9, 2023

Daily schedule, Monday thru Friday:
11:30am – 2:00pm (IT Department, Range 23.5)
2:00pm – 2:30pm (Lunch Break)
2:30pm – 5:00pm (Tam Adult School, Range 22.5)
End-date: Friday, April 21, 2023

A full-time schedule will resume beginning on Monday, April 24, 2023.

This agreement is non-precedent setting and is applicable to only this specific event.

Wesley Cedros, Asst Superintendent
Tamalpais Union High School District

12/14/22
Date

Mr. Tim Mullery, President
CSEA, Chapter #549

12/14/22
Date

TAMALPAIS UNION HIGH
SCHOOL DISTRICT

Office of Human Resources

Memorandum of Understanding Regarding the Reporting of Uniform Allowance in accordance with CalPERS

This agreement is between the Tamalpais Union High School District ("District") and the California School Employees Association, Chapter No. 549 ("CSEA") for revising the uniform allowance language currently outlined in Article X, Section D(14) of the collective bargaining agreement. The District and CSEA agree, as follows, for the 2023-2024 school year:

Uniform Allowance

1. The District will provide a standard work shirt for custodial, grounds, maintenance and warehouse personnel and the laundry service for said shirts.
    a. The cost of the rental and laundry service will be reported to CalPERS as special compensation pursuant to Government (Gov.) Code section 20636 and 20636.1, and section 571 the California Code of Regulations (CCR) (Uniform Allowance), which pertains only to classic CalPERS members.
    b. The cost of the rental and laundry service will be paid each June at the end of the fiscal year and is not to exceed $406.64 per fiscal year.
        i. If the employee is hired after the commencement of the fiscal year, the annual amount of $406.64 will be prorated to the number of months worked out of 12 months.
        ii. If the employee resigns or terminates early, the annual amount of $406.64 will be prorated to the number of months worked out of 12 months.
2. This agreement will expire July 1, 2024.

Tim Mullery, President
CSEA, Chapter #549

5/3/24
Date

Wesley Cedros, Assistant Superintendent
Tamalpais Union High School District

5/3/24
Date



Stan Bransgrove,
~~Regional Labor Representative,~~ CSEA

5/6/2024
Date