

AGREEMENT
BETWEEN

THE BOARD OF TRUSTEES OF THE
LARKSPUR-CORTE MADERA SCHOOL
DISTRICT

AND

THE LARKSPUR-CORTE MADERA
EDUCATORS ASSOCIATION

TERM

JULY 1, 2018 – JUNE 30, 2021

(Reflects all changes through October 23, 2019)

TABLE OF CONTENTS

		PAGE
Article 1	Agreement	1
Article 2	Recognition	1
Article 3	Release Time for Negotiating Purposes	1
Article 4	Association Rights	2
Article 5	Payroll Deductions of Professional Dues	5
Article 6	Work Year	5
Article 7	Teaching Hours	6
Article 8	Class Size	8
Article 9	Safety	9
Article 10	Transfer-Assignments and Reassignments	9
Article 11	Employee Benefits	14
Article 12	Payment for Extracurricular Duties	15
Article 13	Leaves	16
Article 14	Employee Travel	25
Article 15	Employee Retirement Options	25
Article 16	Procedure for Personnel Evaluation	27
Article 17	Peer Assistance and Review Program	27
Article 18	Grievance Procedure	33
Article 19	Salary	37
Article 20	Miscellaneous	39

APPENDICES

Appendix A	Calendar
Appendix B	Continuous Improvement Process
Appendix C-1	Certificated Salary Schedule 2019-20
Appendix C-2	Certificated Stipends
Appendix D-1	Declaration of Domestic Partnership
Appendix D-2	Notice of Termination of Domestic Partnership
Appendix E	Sick Leave Bank Transfer Form
Appendix F	Summary of Leaves for Certificated Employees
Appendix G	Memorandum of Understanding for Retirement Incentive

ARTICLE 1

AGREEMENT

1. THIS AGREEMENT, last made and entered into this 4th day of June 2018, by and between the Governing Board of the Larkspur-Corte Madera School District, hereinafter referred to as the “District” and the Larkspur-Corte Madera Educators Association, hereinafter referred to as the “Association,” an employee organization affiliated with the California Teachers Association and the National Education Association.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
3. The District shall not reduce or eliminate any current provisions, District policies and/or rules and regulations within the scope of representation as defined by Chapter 10.7, Section 3543.2 of the Government Code, provided employees as of the effective date of this Agreement, unless otherwise provided by the expressed terms of this Agreement.
4. “They,” “their,” “them,” and “themselves” are herein used as both singular and plural pronouns. Some verbs traditionally used as plural verbs may also be used as singular verbs.

ARTICLE 2

RECOGNITION

1. The District recognizes the Larkspur-Corte Madera Educators Association as the exclusive representative of all the certificated employees of the Larkspur-Corte Madera School District excluding substitutes who are employed to serve on an on-call status to replace absent regular employees on a day-to-day basis and administrators.
2. The term employee and/or unit member, as used in this Agreement, means any employee who is included in the bargaining unit and is covered by the terms of this Agreement.

ARTICLE 3

RELEASE TIME FOR NEGOTIATION PURPOSES

1. The Board of Trustees shall provide an aggregate of ten (10) days of release time for Association representatives for negotiating purposes. Such release time may be granted on a half- or full-day basis.

ARTICLE 4

ASSOCIATION RIGHTS

1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by employees. The Association may use the District messenger service and employee mailboxes for communications to employees.
2. Authorized representatives of the Association shall be permitted to transact official Association business on school grounds and in school buildings at all reasonable times provided that such activities or use do not interfere with classroom instruction.
3. Names, work locations, and non-confidential home addresses and telephone numbers of all employees shall be provided to the Association by October 15 of each school year.
4. The District shall make available to the Association President one copy of the complete Board of Trustees agenda as posted.
5. The Association President, or their designee, upon written notice to the District, shall be provided four (4) days of release time to conduct Association business. The Association shall reimburse the District for substitute cost beyond the four (4) days.
6. The Association and the District shall meet and consult on the definition of educational objectives, the determination of the contents of courses and curricula, the selection of textbooks, and such other matters mutually agreed to by the parties.
7. Association Access to Bargaining Unit Member Information

7.1 Newly Hired Employees

- 7.1.1 Definition of a Newly Hired Employee: “Newly hired employee” or “new hire” means any bargaining unit member, whether permanent, probationary, temporary, 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 the Association. For those latter employees, for purposes of this agreement only, the “hire date” is the date upon which the employee’s employee status changed such that the employee was placed in the bargaining unit.
- 7.1.2 Provide the Association with New Hire Contact Information: Within thirty (30) days of hire, the District shall provide to the Association the name and contact information on all new hires. This information shall be

provided to LCMEA regardless of whether the newly hired employee was previously employed by the District.

7.1.3 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: First name, Middle initial, Last name; Suffix (e.g. Jr., III); Job Title; Department; Primary worksite name; Work telephone number; Work extension; Home street address (incl. apartment #)*; City; State; ZIP Code (5 or 9 digits); Home telephone number (10 digits)*; Personal cellular telephone number (10 digits) if provided to employer*; Personal email address of the employee if provided to employer*; District Employee ID; Hire date. *Except when the District has received an employee request pursuant to Government Code Section 6254.3(c).

7.1.4 Any employee who has been a victim of domestic violence, sexual assault, or stalking may request that the District use the address designated by the Secretary of State as their address pursuant to Government Code Section 6207.

7.2 All Employees

7.2.1 Provide the Association with Periodic Update of Unit Member Contact Information: The District shall provide the Association, via a mutually agreeable secure FTP site or service, with the information described above in Section 7.1.3 for all unit members approximately every 120 days, in September, January, and May.

8. New Employee Orientation

8.1 Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly hired bargaining unit member, 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.

8.2 Provide the Association with Access to New Employee Orientations: The District shall provide the Association mandatory access to its new employee orientations. The Association shall receive notice specifying the date and start time for the Association’s presentation ten (10) or more days 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. The parties shall establish an annual schedule for foreseeable new employee orientations (ex. beginning of the school year new employee orientations). This annual schedule shall be finalized ten (10) or more days before any new employee orientation. Orientation sessions on this annual schedule shall be considered to have met the ten (10) day advance notice.

- 8.3 Group Orientations: In the event the District conducts a group orientation at the beginning of the school year, Association shall have up to one (1) hour of exclusive presentation time at the orientation session. The District shall provide paid release time for one Association representative to conduct the orientation session, including travel time. This release time shall not be counted against the total release time contained in Section 5. The LCMEA/CTA Staff Representative may also attend the orientation session.
- 8.4 Individual Orientations: In the event the District conducts one-on-one or small group orientations with new employees hired during the school year, Association shall have up to thirty (30) minutes of exclusive presentation time at the orientation session. The District shall provide paid release time to an Association representative to conduct the orientation session, including travel time. This release time shall not be counted against the total release time contained in Section 5. The LCMEA/CTA Staff Representative may also attend the orientation session.
- 8.5 The orientation session shall be held on District property during the workday.
- 8.6 The Association may use part of their time at any orientation session to present, or allow CTA endorsed vendors to present, information, products, and/or services.
- 8.7 LCMEA will have full access to any audio/visual equipment in the orientation room.
- 8.8 New Hire Information Packet: The District shall include the Association membership application, a link for an electronic application, and a link to the LCMEA/LCMSD certificated contract in the new employee orientation packet.
- 8.9 Online Orientation: In the event that the District implements an online orientation/onboarding process, the Association agrees to provide an online or video presentation that the employee shall view as part of the orientation/onboarding process.
- 8.10 Grievance Procedure
- 8.10.1 Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 19 Grievance Procedure, starting at Level II through Level IV, except as follows:
- 8.10.1.1 Definition of a "Grievant": For the purposes of Sections 7 and 8 of this Article, the "Grievant" shall only be the Association. No single employee or group of employees may grieve these sections, unless they are authorized representatives of the Association and grieving on behalf of the union.

ARTICLE 5

PAYROLL DEDUCTIONS OF MEMBERSHIP DUES

1. The Association certifies that it will maintain individual employee written authorizations for deduction of membership dues. Upon receiving notice from the Association of an employee's deduction authorization for payment of unified Association dues, the District shall deduct the authorized amount in ten (10) equal payments, commencing in September and ending in June. Such authorization shall continue from year to year unless canceled in writing by the employee. The District shall only make changes to payroll deductions for new or existing chapter members when provided with notice from the Association.
2. Deductions for employees who sign authorizations after the commencement of the school year shall be prorated to complete payments by the end of the school year.
3. If an employee revokes their authorization for the payroll deduction of member dues, the employee shall notify the Association.
4. With respect to all sums deducted by the District pursuant to authorization of the employee, for membership dues, the District agrees promptly to remit such monies to the California Teachers Association along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list. A duplicate list shall be sent to the Association.
5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.
6. Upon written authorization from an employee, the District shall deduct from the salary of that employee and make remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the employee and the District.
7. Hold Harmless. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Payroll Deduction provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be comprised, resisted, defended, tried, or appealed.

ARTICLE 6

WORK YEAR

1. The work year for members of the bargaining unit shall consist of 187 work days. 180 of these days will be instructional days. Three (3) of the work days shall be specified as

Employee Work Days for planning, preparation, and record-keeping. All unit members shall be present and attend four (4) Staff Development Days. Students will not be in attendance on these three (3) Employee Work Days and four (4) Staff Development Days. Students will not be in attendance on these three (3) Employee Work Days and four (4) Staff Development Days. Employee Work Day meeting commitments will not exceed a total of 200 minutes. Teachers new to the District will work during their first year two (2) additional non-instructional “orientation” days prior to the first teacher workday and be paid their per diem salary. Beginning in 2008-09 teachers new to the District will work one (1) additional non-instructional “orientation” day. The work year for a secondary school counselor shall be up to three (3) additional days beyond the teacher work year. Such days, whether scheduled at the beginning or end of the school year, shall be mutually agreed to by the counselor and principal, and approved by the superintendent.

2. Because compensation for the four (4) Staff Development Days is reflected on the Certificated Salary Schedule, attendance on the part of the unit member is mandatory. The only acceptable reasons for the absence of a unit member on such days are the illness of the unit member or bereavement leave. In an extreme emergency a unit member may utilize their one (1) day of personal leave, if available, pursuant to Article 14, Paragraph 3 provisions. All other absences on Staff Development Days shall be treated as non-paid for the absent unit member.
3. The work year calendar is specified in Appendix A.
4. The Superintendent shall make known the openings for teacher work opportunities beyond the contracted year for curriculum development and other educational purposes.

ARTICLE 7

TEACHING HOURS

1. Employees shall be at school thirty (30) minutes prior to the beginning of the students’ instructional day. Employee shall remain a sufficient amount of time after the latest school period to take care of student needs, attend scheduled parent or administrative conferences or meetings, and participate in assigned or voluntary adjunct duties.
2. 6th, 7th, and 8th grade teachers shall be assigned the equivalent of one instructional period per teaching day, over the course of one (1) week, for preparation and planning. Elementary specialists’ assignments shall be reasonably equitable to self-contained classrooms. Instructional preparation and planning time will include preparation of lessons and instructional materials and conferencing with pupils, parents and the professional staff. Full-time teachers in grades TK-5 shall be provided a minimum average of one hundred eighty (180) minutes of time per week per site for collaboration, preparation and planning. Unit members whose instructional responsibilities are shared between elementary and middle schools shall have pro-rated contractual preparation and

planning periods pursuant to the percentage of time the unit member is assigned at the elementary and middle school.

- 2.1 "Collaboration" is educators working in groups of two or more (ex. grade level teams, department teams, or whole staff teams) focusing on items related to student instruction and learning outcomes (including, but not limited to, instructional planning, assessment data review, and curriculum work).
 - 2.2 "Preparation" is the educator working to prepare items related to student instruction and learning outcomes (including, but not limited to, preparing lessons, materials, assessments, and interventions, grading student work, preparing for professional evaluations).
 - 2.3 "Planning" is the educator working to plan items related to student instruction and learning outcomes (including, but not limited to, planning lessons, materials, and assessments, grading student work).
 - 2.4 Planning, preparation, and collaboration time shall be primarily directed by educators except when professional development is scheduled for the purpose of assisting educators with planning, preparation, and collaboration. "Planning, preparation, and collaboration" do not include non-instructional based professional development, and do not include work that is not related to student instruction and learning outcomes. Professional development will not be scheduled in place of "planning, preparation, and collaboration" a majority of the time.
 - 2.5 If an educator does not receive their 180 minutes per week due to a scheduled pre-SST, pre-IEP, IEP, 504, or SST, the time differential from 180 minutes shall be considered part of Article 8.6.
3. Employees shall be entitled to one duty-free, uninterrupted lunch period of forty-five (45) minutes and one relief period of fifteen (15) minutes each day. The relief period shall be equitable to the student relief period of fifteen (15) minutes. These relief and lunch periods may be modified upon individual site faculty agreement.
 - 3.1 Full time teachers in grades TK-5 will perform one recess duty per week. Less than full time teachers will have a prorated recess duty schedule based on FTE.
 - 3.2 Reasonable accommodations will be provided to educators needing to take relief.
4. Practices regarding the length of the instructional day shall remain in effect for the term of this agreement unless otherwise modified by the parties. Grades 1-5 will have a common release time at the elementary schools with an average of 340 instructional minutes per day. The Kindergarten day will be extended 290 instructional minutes per day.

5. Implementation of a seven (7) period day at Hall Middle School for 6, 7, and 8th grades beginning in 2013-14 which will include five (5) periods of teaching, one (1) period of preparation, and one (1) period of collaborative planning time. Fifth grade instructional minutes will be comparable to fourth grade instructional minutes beginning in 2013-14.
6. Bargaining unit members with regular classroom assignments will receive pay at the hourly rate for attendance beyond ten (10) hours a year of IEP, SST, and/or 504 meetings outside the daily instructional hours.

ARTICLE 8

CLASS SIZE

1. The maximum class size for grades K-3 shall be thirty (30), for grades 4-5 shall be thirty (30), and for grades 6, 7, and 8 shall be one hundred fifty-five (155) students per classroom teacher.
 - 1.1 When a class size in grades K-5 exceeds twenty-six (26), additional aide time will be provided.
 - 1.2 These maximums may be exceeded for traditionally larger classes such as music and physical education and in any other class when the affected employee and the District have so agreed.
 - 1.3 These maximums may be exceeded for the first twenty (20) school days and/or for up to ten (10) school days of the remainder of the school year.
 - 1.4 These maximums may be exceeded at other times of the school year for up to ten (10) school days without requiring District action.
2. Where a class size maximum is exceeded for more than ten (10) days during the year, exclusive of the twenty (20) days at the beginning of the school year, the District shall provide pro rata additional pay to the affected employee for the period that the maximum is exceeded at the rate of \$850 per school year per student. Such pro rata payments shall be paid at the end of the school year.
3. Principals shall make a concerted effort to equalize caseloads/class size and class preparations within grade levels / departments. The reasons for unequal caseloads/class size and class preparations shall be provided in writing to affected unit members upon request.

ARTICLE 9

SAFETY

1. The District shall provide a safe working environment for all employees. Employees are encouraged to report any unsafe or unhealthful working conditions or equipment of which they are aware to the site administrator in writing.
2. The site administrator shall, within ten (10) working days of receipt of the written report, respond to the employee, stating corrective action taken; or, if no action will be taken, stating the reason why.

ARTICLE 10

TRANSFER-ASSIGNMENTS AND REASSIGNMENTS

DEFINITIONS

1. Transfer
 - 1.1 A transfer is a move of an employee from one school or program to another.
 - 1.2 A voluntary transfer is a transfer which has been requested by an employee.
 - 1.3 An involuntary transfer is a transfer which is initiated by the District.
2. Reassignments
 - 2.1 A reassignment is the movement of an employee, for all or part of their assignment from one subject area or grade level to another subject area or grade level within the same school or program.
 - 2.2 A voluntary reassignment is a reassignment for which an employee volunteers.
 - 2.3 An involuntary reassignment is a reassignment for which an employee does not volunteer.
3. Vacancy
 - 3.1 A vacancy is defined as a position or portion of such a position in a school which is unfilled.
 - 3.2 Vacancies shall be filled in the following order:
 - 3.2.1 Voluntary transfer or reassignment

3.2.2 Involuntary transfer or reassignment

3.3 All vacancies in any school shall be formally identified and advertised by posting a notice in each school in a conspicuous place.

3.4 Voluntary transfer requests shall be considered as described in Section 4.3 – with the additional timelines:

Between September 1 and March 31, vacancies will not be filled for at least ten (10) working days after the date of posting of the announcement.

After April 1, vacancies will not be filled for at least five (5) working days after the date of posting of the announcement.

If a vacancy occurs after the last day of school but before the first day of September, a notice shall be emailed using work email and personal email addresses on file to all members of the bargaining unit.

4. Voluntary Transfer and Reassignment

A request for transfer or reassignment may be made by any certificated personnel in the following manner:

4.1 The request shall be submitted in writing to the Superintendent/designee.

4.2 The request shall be kept confidential and on file by the Superintendent, or the designee.

4.3 Upon determination of an existing vacancy, these requests will be reviewed and given first consideration by the principals involved in the transfer or reassignment, who will use educationally related needs as the basis for selection. All things being equal, seniority shall be a determining factor.

4.4 If the transfer or reassignment is not effected as requested, the applicant shall be informed in writing by the Superintendent/designee, as to why it was not.

4.5 Section 4.3 shall not apply to vacancies for positions available in the next school year which are filled after April 15. Voluntary transfers may still be granted after April 15 for such vacancies; however, no priority shall be given to voluntary transfer requests over other qualified applicants.

5. Notification

5.1 Every attempt will be made to inform the employee of their assignment for the following school year prior to June 1.

6. Involuntary Transfer

6.1 Involuntary transfers shall be initiated by the District and shall be based on the legitimate, educationally related needs of the District. The Superintendent or school principal shall meet and consult with any teacher who will be affected by an involuntary transfer. All reasonable attempts will be made to notify the affected teacher no later than May 15 of the involuntary transfer for the subsequent school year unless a shorter time period is necessary due to a change in enrollment, expansion, reduction or termination of a program, or due to the educational program needs of the school. The affected teacher, upon request, shall be provided the reasons for the transfer.

6.1.1 District Needs

District needs refer to those needs related to the legitimate educationally related needs of the District.

6.1.1.1 If an involuntary transfer is necessitated because of legitimate educationally related needs of the District a volunteer shall be sought from the teaching staff prior to initiating the involuntary transfer. In the event a volunteer is not found, the District shall select the unit member, giving consideration based on the following unranked criteria: credentials major/minor fields, recent teaching experience, and most recent performance evaluation. If all of the criteria are considered equal the lowest District seniority in the school (K-5) or the Department at the school site (6-8) shall be utilized.

6.1.1.2 Any unit member involuntarily transferred shall not be similarly transferred two (2) years in succession without the consent of the affected unit member.

6.1.1.3 The District, upon request, shall provide assistance in packing and transporting materials from present work location to new work location. The affected unit member will be paid \$525 to move and set up their new classroom.

6.1.1.4 The affected unit member shall be given up to two (2) release days to observe other teachers in that assignment. In addition, two (2) release days shall be provided for the affected member and a jointly agreed upon "mentor" to work together.

6.1.2 Personnel Needs

6.1.2.1 If an involuntary transfer is initiated due to unsatisfactory job performance, the following steps will be followed:

- 6.1.2.1.1 Observation and conference
- 6.1.2.1.2 Development of an Improvement Plan
- 6.1.2.1.3 PAR Panel Referral
- 6.1.2.2 The affected unit member shall be informed of the reason(s) for this action by the District. If the unit member desires, a conference shall be held with the Superintendent and/or Principal within five (5) days. Written rationale for the transfer will be provided to the unit member upon request. The unit member may request to have a representative present.
- 6.1.2.3 Any unit member involuntary transferred shall not be similarly transferred two (2) years in succession without the consent of the affected unit member.
- 6.1.2.4 The District, upon request, shall provide assistance in packing and transporting materials from present work location to new work location. The affected unit member will be paid \$525 to move and set up their new classroom.
- 6.1.2.5 The affected unit member shall be given up to two (2) release days to observe other teachers in that assignment. In addition, two (2) release days shall be provided for the affected member and a jointly agreed upon “mentor” to work together.

7. Involuntary Reassignment

- 7.1 Involuntary reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members; elimination of program(s) and/or funding; or a change in the grade levels being taught at a school (ex. moving 6th grade to the elementary level); a legitimate educationally related need of the District.
- 7.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. In the event a volunteer is not found, the District shall select the unit member, giving consideration based on the following unranked criteria: credentials, recent teaching experience, and most recent performance evaluation. If all of the criteria are considered equal the lowest District seniority in the school (K-5) or the Department at the school site (6-8) shall be utilized.
- 7.3 Unit members returning from leave shall be afforded all rights provided under this section.

- 7.4 Unit members who are reassigned shall be given up to two (2) release days to observe other teachers in that assignment. In addition, up to two (2) release days shall be provided for the affected member and a jointly agreed upon “mentor” to work together. If timing does not allow for these release days before the end of the school year, unit members will be paid \$315 a day for up to two days to do that work over the summer, and given up to two (2) release days to observe other teachers in the subsequent trimester.
- 7.5 The District shall provide assistance in packing and transporting a unit member’s material whenever a unit member changes classrooms due to a reassignment. Unit members reassigned will be paid \$525 to move and set up their new classroom.

Retraining Within the District

- 7.6 If an employee is administratively transferred or reassigned, the employee and/or the District may request their retraining. Within twenty (20) working days of notification of transfer for reassignment, the employee, a representative of the Association and a District administrator will meet to jointly develop objectives and procedures for retraining. Such procedures may include but shall not be limited to:
- 7.6.1 Release time to work with other teachers.
 - 7.6.2 Release time to assemble curriculum materials and strategies.
 - 7.6.3 Inservice, college fees/tuition at District expense.
 - 7.6.4 Services of District paid consultants.
- 7.7 At the conclusion of retraining, the employee, the Association representative, and the District’s administrator, will write a report on the outcome of the retraining for the Superintendent and the Board.
- 7.8 The retraining shall commence prior to assuming the new assignment.
- 7.9 No formal evaluation of the employee’s job performance shall be conducted until one (1) semester after the new assignment.

8. Teachers on Special Assignment (TOSA)

The selection and nonrenewal of a unit member for a Teacher on Special Assignment (TOSA) position is not subject to Article 11, except as follows:

Teachers on Special Assignment (TOSA) who resign (or are not renewed) upon the completion of their first year of TOSA service, shall have the right to return to their previous school location and within two grade levels of their previous assignment

effective with the beginning of the next school year. In the event that the District cannot comply with this provision by releasing a temporary certificated employee, the site administrator may involuntarily reassign a unit member pursuant to Article 11 Section 7 in order to fulfill this obligation. Thereafter, upon completion or termination of their TOSA assignment, they shall have return rights to their previous school location. In the event that the District cannot comply with this provision by releasing a temporary certificated employee, the site administrator may involuntarily transfer a unit member pursuant to Article 11 Section 6 in order to fulfill this obligation.

ARTICLE 11

EMPLOYEE BENEFITS

1. Effective July 1, 2018, the District shall contribute a maximum of \$10,500.00 per year for each unit member on the salary schedule employed for one-half time or more to be used to provide dental, medical and vision insurance coverage.
2. All unit members on the salary schedule employed for one-half time or more and with evidence of medical double-coverage may receive a \$356.00 (\$3,560 annually) per month tax shelter annuity in lieu of medical and vision coverage.
3. Employees who are absent on account of illness and who have exhausted their accumulated paid leaves, shall continue to receive the full contribution paid by the District for that period of illness to the end of the school year.
4. Probationary and permanent employees who were hired on or before June 30, 2000, and who take a retirement through STRS from the District, shall be eligible for retiree benefits as described in this section.
 - 4.1 Employees hired on or before October 31, 1979 shall have allocated by the District up to \$3,000 annually to be applied toward any of the following: dental, medical, and vision insurance coverage. The period of this eligibility shall be for 10 years after retirement, regardless of date of retirement. Future premium increases shall be borne by the retiree.
 - 4.2 Employees hired on or after November 1, 1979, and on or before October 31, 1989, shall have allocated by the District up to \$3,000 annually to be applied toward any of the following: dental, medical, and vision insurance coverage. The period of this eligibility shall be until the age of 65 or 10 years after retirement, whichever is earlier. Future premium increases shall be borne by the retiree.
 - 4.3 Employees hired on or after November 1, 1989, and on or before October 31, 1995, shall have allocated by the District up to \$3,000 annually to be applied toward any of the following: dental, medical, and vision insurance coverage. The

period of this eligibility shall be until the age of 65 or 5 years after retirement, whichever is earlier. Future premium increases shall be borne by the retiree.

- 4.4 Employees hired on or after November 1, 1995, and who have served at least fifteen (15) years with the District at the time of retirement shall have allocated by the District up to \$3,000 annually to be applied toward any of the following: dental, medical, and vision insurance coverage. The period of this eligibility shall be until the age of 65 or 5 years after retirement, whichever is earlier. Future premium increases shall be borne by the retiree.
5. For purposes of this section only, service years of less than full time (100%) shall count for a year of District service.
6. For the purposes of this section only, the percentage of the \$3,000 paid shall be equal to the percentage of full time employment of the employee the school year in which they retire.
7. If the insurance carriers were to cancel their contracts while the Association-District contract is in existence, the District would ask for immediate negotiation with the Association in order to obtain suitable replacement carriers for the remainder of the contract.
8. Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefits shall be available only to the extent that District medical plan providers agree to make it available. The District shall not be responsible to obtain additional medical benefits insurance carriers solely for the purpose of offering domestic partner benefits. However, 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. For purposes of this provision a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Domestic Partner Affidavit (See Appendix D-1).

ARTICLE 12

PAYMENT FOR EXTRACURRICULAR DUTIES

1. "Extracurricular duties" means any District authorized before or after-school activities.
2. Acceptance of extracurricular duties shall be voluntary and pre-approved and payment for such duties shall be at the rate of \$45 per hour prorated for fractions of an hour worked.

3. The extracurricular duty schedule is reflected in Appendix C-3. These extra curricular duties are voluntary and subject to District funding.

ARTICLE 13

LEAVES

1. Sick Leave

- 1.1 Leave shall be granted to each full unit member at the rate of ten (10) days per year for absence due to accident, illness, quarantine, or medical appointments. Part-time unit members shall be entitled to that portion of leave as the assignment bears to a full-time position. Employee emergency medical appointments or medical appointments which cannot be scheduled outside the normal teaching day may be covered under sick leave.
- 1.2 In addition to all sick leave entitlement a unit member may accumulate within the District, they shall also be entitled pursuant to state regulations to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school district.
- 1.3 The Superintendent may require a physician's verification of illness of any unit member who has been on sick leave for five (5) or more consecutive days.
- 1.4 Unused sick leave may be accumulated and counted towards retirement in compliance with STRS regulations.
- 1.5 Sick Leave Bank
 - 1.5.1 Due to catastrophic illness/injury of a unit member or member of his/her immediate family living in the household of the unit member, any other unit member may transfer, on a voluntary basis, a portion of his or her accumulated sick leave.
 - 1.5.2 The unit member shall notify the District Office of the catastrophic illness/injury who will in turn refer the unit member to the Association. The Association shall have responsibility for determining whether a unit member has suffered a catastrophic or life threatening sickness or accident rendering the unit member eligible to receive transferred sick leave.
 - 1.5.3 Unit members who are denied a withdrawal or have availability of sick leave bank days terminated may, within thirty (30) days of denial, appeal in writing to the Association's executive board. The Association shall

hold a hearing within fifteen (15) days and issue a confidential written decision within fifteen (15) days of the hearing.

Benefiting Unit Member

- 1.5.4 A unit member must have exhausted all of their accumulated sick leave to receive leave from the sick leave bank.
- 1.5.5 A unit member receiving transferred sick leave may only use the sick leave while the employee, or their family member, suffers from the condition that precipitated the transfer of the sick leave.
- 1.5.6 The maximum amount of time during which donated leave credit may be used is three (3) consecutive months from the date the unit member exhausts their accumulated sick leave.
- 1.5.7 To access the bank the benefiting unit member must have contributed to the bank.

Contributions to the Bank:

- 1.5.8 The rate of contribution by each participating unit member shall be at least one (1) day of sick leave.
- 1.5.9 The unit member who is voluntarily contributing the sick leave day shall be responsible to complete the necessary authorization form (See Appendix E) to initiate this action and to deliver that form to the Superintendent/designee.
- 1.5.10 Participation in the sick leave bank is voluntary, but requires a contribution to the bank in order to access it.
- 1.5.11 Such transfer of the sick leave days is irrevocable.
- 1.5.12 Cancellation occurs automatically any year a unit member fails to make their annual contribution or assessment. Cancellation, on the proper form, may be effected at any time, and the unit members shall not be eligible to draw from the bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.
- 1.5.13 July 1 to November 1 shall be an open enrollment period for each LTA member regardless of their status the previous year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute the one (1) day within sixty (60) calendar days of beginning work.

1.5.14 The maximum number of days that can be used in any school year shall be 187 days. If the maximum balance falls below 100 days during the school year all certificated staff shall be notified, and each member of the bank shall be assessed an additional contribution to the bank of one (1) day from his/her personal sick leave accrued balance. Any certificated staff previously not participating in the sick leave bank shall contribute one (1) day and become a participating member of the Sick Leave Bank.

1.5.15 A unit member who separates from the District may not donate unused sick leave into the bank.

1.6 Long-Term Illness/Injury Leave

If a unit member has utilized all of their accumulated sick leave and is still absent from their duties on account of illness or accident for a period of five (5) school months, or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute during their period of absence. The five (5) months or less period during which the above deductions occur shall not begin until the unit member has exhausted all available sick leave, including all accumulated sick leave and any other available paid leave. If the unit member continues to be absent beyond the additional five (5) school months period of differential pay, the unit member shall be placed on a reemployment list for 24 months if probationary and 39 months if permanent. As such, the sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively. A unit member applying for leave under this Section shall notify the District in writing, specifying the commencement date desired and reasons for the leave.

2. Personal Necessity Leave

Each employee shall be entitled to use seven (7) days of sick leave for reasons of compelling personal necessity. An employee may use a maximum of seven (7) days of sick leave annually for cases of personal necessity, per Education Code section 44981, including any of the following reasons in 2.1 through 2.6. Except in cases in which the nature of the emergency precludes it, the employee will notify the Superintendent or designee five (5) days in advance of the anticipated need. The Superintendent shall specify the form for this notice.

2.1 Illness of a member of the immediate family as defined under Section G, 4.2.

2.2 Death of a member of their immediate family when additional leave is required beyond that provided under bereavement leave.

2.3 Accident, involving their person or property, or the person or property of a member of their immediate family.

- 2.4 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 2.5 To conduct legal or other personal and pressing commitments which require the presence of the employee during regularly scheduled working hours in order to address a family or financial obligation.
- 2.6 Religious holidays.
- 2.7 Personal necessity shall not be used to extend a holiday or break period or for matters of personal convenience which can reasonably be taken care of before or after school hours. Employees may request exceptions to this rule on a case-by-case basis.

3. Personal Leave

One day of personal leave with pay per school year shall be permitted to employees providing prior application at least five (5) days in advance and approval is made to the principal or immediate supervisor. This paid leave shall not accumulate from year to year and shall not be deducted from sick leave.

4. Bereavement Leave

- 4.1 Employees are entitled to three (3) days of leave of absence on account of the death of any member of the person's immediate family. The Superintendent shall grant up to an additional two (2) days when travel exceeding four hundred (400) miles is necessary. No deduction shall be made from the salary or from accumulated sick leave of an employee on bereavement leave.
- 4.2 "Immediate family" means the mother, father, grandmother or grandfather of the employee or spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, step-son, step-daughter, brother, sister, aunt or uncle, or any other person living in the house as the employee's family.

5. Pregnancy Disability Leave

- 5.1 An employee who is expecting the birth of a child is required to notify the Superintendent, in writing, requesting maternity disability leave beginning not later than their physician's recommendation. Upon completion of pregnancy, an employee may return to work upon filing with the Superintendent a written medical opinion stating they are able to return and resume full responsibilities of their position.
- 5.2 A unit member who gives birth during the summer is eligible to request the use of previously accumulated sick leave at the beginning of the subsequent school year.

- 5.3 Notwithstanding the provisions of 5.2 relating to a unit member who gives birth during summer, payment of accumulated sick leave will be made upon written request, beginning with the first day of disability due to pregnancy and terminated at the end of the disability due to pregnancy.
- 5.4 An employee who is disabled by pregnancy shall be entitled to differential pay in which the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute for up to five (5) school months after the exhaustion of other paid leaves. When a substitute is hired, the maximum amount to be deducted from salary shall be the daily substitute rate. The District may ask for a medical opinion at any time in order to verify the employee's capability to return to work and resume the full responsibilities of their position.

6. Sabbatical Leave

6.1 Eligibility

- 6.1.1 Service. An employee is eligible to apply for sabbatical leave who has served in the District for seven (7) consecutive years.
- 6.1.2 Number. The number of employees absent at one time shall not exceed two (2) employees of the District, and shall not, in any one school, exceed one (1) employee.
- 6.1.3 Review and Approval. A committee composed of three (3) employees, chosen by the Association, and three (3) administrators, appointed by the Superintendent, will be formed to review applications and make recommendations to the Board, as well as to evaluate the sabbatical leave project upon completion. The Board has sole discretion to approval or deny the leave request.
- 6.1.4 Substitute. The granting of a sabbatical leave shall be dependent upon the securing of a credentialed substitute.

6.2 Conditions

- 6.2.1 Study. Prior to the granting of a leave for study, the program must be approved by the Superintendent. Transcripts or other evidence of completion shall be submitted not more than sixty (60) days after the employee's return to duty, or as previously agreed upon by the applicant and the District.

- 6.2.2 Travel. Employees on sabbatical leave for travel shall remain in travel status for at least two-thirds of the time. The application submitted for approval shall include an itinerary of proposed travel with a statement of the objectives of the travel. Such written or other reports that the applicant and the Superintendent agree upon shall be submitted and shall set forth the employee's reaction to the trip and the benefits derived from the travel.
- 6.2.3 Travel and Study. A program of travel and study, special research problem or project, or other special program may be approved if the conditions are agreed upon in advance by the applicant and the District.
- 6.2.4 Certification Letter. On request, an employee on sabbatical leave shall receive from the District a letter certifying that sabbatical leave pay is provided for the purpose of increasing the employee's skill.
- 6.2.5 Return to Work. An employee returning from a sabbatical leave agrees to return to the District to work for two (2) full school years or repay the District the total sabbatical remuneration amount.

6.3 Remuneration

- 6.3.1 Amount. An employee on sabbatical leave shall receive the difference between the employee's salary and that of a substitute, or one-half (1/2) of the employee's salary during the terms of the sabbatical, whichever is greater. The employee shall receive full employee benefits while on sabbatical leave.

6.4 Application

- 6.4.1 Date. The application must be filed by February 1 of the school year prior to the period of the leave.
- 6.4.2 Extension of Time. This day may be extended only with the Superintendent's permission.

7. Family Care Leave

- 7.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious

health condition which renders the unit member unable to perform essential job functions.

- 7.2 During the period of such leave, the District shall maintain the unit member's group health and welfare benefits, if any, on the same basis as if the unit member were in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.
- 7.3 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable. Otherwise, notice must be given as soon as practicable under the circumstances.

8. Other Leaves

- 8.1 The District may grant unpaid leaves of absences to tenured certificated employees for a period not to exceed two (2) years. Probationary certificated employees shall not be eligible for unpaid leave except under special circumstances.
- 8.2 February 1, prior to termination of the leave, is designated as the last date for a teacher to inform the District, in writing, of intent to be employed by the District for the following school year. Failure to comply with this designated date is deemed to be an automatic resignation by the employee.
- 8.3 The application date for filing for an unpaid leave shall be February 1. This date may be extended only with the Superintendent's permission.

9. Parental Leave

- 9.1 A unit member shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the employee shall be entitled to differential pay in which the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute for the remainder of the up to 12 work week period or 50 percent pay, whichever is greater. When a substitute is hired, the maximum amount to be deducted from salary shall be the daily substitute rate. This entitlement shall be in addition to leave available under Section 1.6 (Long-Term Illness/Injury Leave) for Pregnancy Disability.
- 9.2 Parental leave shall run concurrently with unpaid Family Care leave under Section 7 of this Agreement. The total aggregate Parental leave and Family Care leave taken shall not exceed 12 workweeks in a 12-month period. Parental leave

need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the birth, adoption or foster care placement of the child. Parental leave may be taken intermittently, but must be taken in blocks of two (2) weeks duration, except that leaves of shorter duration may be taken twice during the 12-month period. When both parents of a child are employees of the District, each parent shall be entitled to 12 workweeks of Parental leave.

10. Shared Teaching Assignments

10.1 Eligibility

10.1.1 Shared teaching assignments shall be available only to tenured teachers who possess a preliminary or clear credential, who are already employed by the District and who have mutually agreed to work together. Teachers shall submit their request for such an assignment to the Superintendent or designee by February 1 of the preceding school year; this date may be extended with the superintendent's permission.

10.1.2 Teachers requesting a shared assignment shall be informed of the status of their proposal by May 1.

10.2 Hours and Responsibilities

10.2.1 Both teachers shall meet with the principal before school opens to establish exact working days and meeting obligations, including parent conferences, staff meetings, grade level meetings and curriculum meetings. The teacher not on duty will still be required to attend open houses, back-to-school nights, and in-service days. Both teachers also may be expected to attend specific SSTs, IEPs and 504 meetings.

10.2.2 Both teachers shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.

10.3 Salary, Leaves and Absences

10.3.1 Each teacher will receive an annual salary according to individual placement on the salary schedule based on assigned FTE

10.3.2 The District will only be responsible for up to the cost of a 1.0 FTE health and welfare benefit package. The teachers sharing an assignment may receive the District-paid health and welfare

benefit contribution based on assigned FTE or as mutually agreed upon by the job share partners.

10.3.3 Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform substitute teacher duties. For this service, their pay shall be the same as they would receive if it was their duty day.

10.3.4 Teachers sharing an assignment shall accrue sick leave and other statutorily provided leave benefits based on assigned FTE rate.

11. Part-Time Leave

11.1.1 The District shall provide the opportunity for employees to apply for a part time contract when such contract is deemed beneficial to the provisions of educational services by the District. The contract shall include provisions for return to full time status upon mutual agreement. If notification is not received by February 1, it is assumed that the employee is returning to a full time position.

11.1.2 Employees with contracts for half time or greater shall receive full benefits.

11.1.3 Salary schedule placement of employees with part time contracts shall be determined by the sum of full time and part time services.

12. Return From Leave

12.1.1 Unit members returning from an approved leave of absence shall have the right to return to their previous school location within two grade levels of their previous assignment effective with the beginning of the next school year. In the event that the District cannot comply with the provision by releasing a temporary certificated employee, the site administrator may involuntarily reassign a unit member pursuant to Article 11 Section 7 in order to fulfill this obligation.

13. Miscellaneous

In an instance where an SLP is on an approved leave of absence and is unable to acquire a substitute, they shall be paid at the per diem rate up to two (2) hours to complete reports and other compensatory services as documented on an extra duty timesheet signed by the supervisor. For personal necessity leave for “other personal and pressing commitments,” an SLP shall be eligible for this benefit only if approved in advance by the supervisor.

This provision shall sunset on June 30, 2019, unless the parties agree to extend it in writing.

ARTICLE 14

EMPLOYEE TRAVEL

1. Employees who may be required to use their own automobiles in the performance of duties, including field trips or other business of the District, shall be reimbursed at the rate of the current I.R.S. allowance per mile. Reimbursement shall commence on the first authorized location and continue through all assigned stations of the work day.
2. A reasonable amount of travel/set-up time will be allotted to all members of the unit who commute between schools for instructional purposes.

ARTICLE 15

EMPLOYEE RETIREMENT OPTIONS

1. Pre-Retirement Program
 - 1.1 After ten (10) years of full time service in the District and after having reached the age of fifty (50) years during the current school year, an employee shall become eligible to participate in this program.
 - 1.2 No more than five percent (5%) of the bargaining unit shall enter this program in any one year. Approval shall be granted on a seniority basis: that is, the most senior applicant shall be approved when more than the number of eligible employees apply.
 - 1.3 Participants shall be assured of annual renewal, upon satisfactory service, for a maximum of five (5) years, or age sixty-five (65), whichever comes first. Upon entrance into the program, an employee may withdraw from the program at any time, but they may not change options, or reenter or return to full time employment.
 - 1.4 Participants shall serve thirty (30) work days per school year (July 1 to June 30).
 - 1.5 Participants shall perform activities and services mutually agreed upon by the employee and the District; such activities and services may include:
 - 1.5.1 Consultant service
 - 1.5.2 Demonstration teaching

- 1.5.3 Staff development and inservice program services
- 1.5.4 Student testing services
- 1.5.5 Compilation of test data
- 1.5.6 Orientation of new employees
- 1.5.7 Curriculum development
- 1.5.8 Conference and committee attendance

1.6 Employees shall be compensated at \$5,620 per year.

2. Early Retirement Incentive Bonus

2.1 Between the ages of fifty-five (55) and sixty-five (65), a member of the unit may be granted an early retirement incentive bonus of \$7,500.

3. Phased-In Early Retirement/Reduced Workload Program

This program allows a unit member, under certain conditions, to reduce their workload but earn a full year of STRS service credit. The provisions are as follows:

3.1 Eligibility Requirements

- a. At least 55 years of age prior to reduction to workload.
- b. Employed for at least ten (10) years in STRS.
- c. Immediately preceding five (5) years was full-time without a break in service.

3.2 Employment Considerations

- a. Exercised at request of employee.
- b. Employee must work a minimum of one-half the number of days in the year immediately preceding the reduction in workload.
- c. Board considers whether an employee's request will be granted on a case-by-case basis.
- d. If granted, can be revoked (including change in FTE) by mutual consent of employee and District.

e. May not exceed ten (10) years.

3.3 Salary and Benefits

- a. Salary based on FTE (not less than .50 FTE).
- b. Employee and District pay retirement contributions to STRS as if the employee was working full-time.
- c. Health and Welfare Benefits are paid by District to the same extent as if the employee was full-time.
- d. Leaves (sick leave, personal necessity, etc.) provided based on actual work FTE.

4.0 Retirement Incentive for 2014-15 and 2015-16 Retirements

The parties agreed to a retirement incentive on April 8, 2015 (see MOU Appendix G).

ARTICLE 16

**PROCEDURE FOR PERSONNEL
EVALUATION**

- 1. All employees covered by this agreement shall be evaluated pursuant to the Certificated Evaluation Handbook contained in Appendix B.

ARTICLE 17

**PEER ASSISTANCE AND REVIEW
PROGRAM**

1. PURPOSE

- 1.1 The parties desire to establish and maintain a program, pursuant to Education Code section 44500 *et seq.* to provide assistance to teachers employed by the District who are in need of assistance in subject matter knowledge, teaching skills, and/or professional development activities. This program shall hereinafter be entitled the Peer Assistance and Review Program (sometimes referred to as PAR, or the Program).

2. DEFINITIONS

- 2.1 “Classroom Teacher” is a teacher who spends at least 50% of a teaching day

in a regular classroom.

- 2.2 “Consulting Teacher” is a teacher who provides assistance to a participating teacher under the PAR Program.
- 2.3 “District” is the Larkspur-Corte Madera School District.
- 2.4 “Joint Committee” is the governance panel of PAR.
- 2.5 “Participating Teacher” is a teacher who is provided assistance under the PAR program.

3. JOINT COMMITTEE

3.1 Structure

3.1.1 The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.

3.2 Meetings

3.2.1 The Joint Committee shall establish its own meeting schedule.

3.2.2 All actions of the Committee shall be approved by consensus and if a vote is required, by a three fifths (3/5) vote.

3.2.3 To meet, three fifths (3/5) of the members of the Joint Committee must be present, of which there shall be at least one (1) administrator present.

3.2.4 Such meetings shall generally take place after the regular teacher workday.

3.3 Compensation/Release Time

3.3.1 If necessary, teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits.

3.3.2 In carrying out their responsibilities as members of the Joint Committee, teacher members shall be compensated at the contractual hourly rate for any work time required beyond the normal teacher work day.

3.4 Responsibilities

The Committee shall be responsible for the following:

- 3.4.1 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- 3.4.2 Selecting the panel of Consulting Teachers.
- 3.4.3 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teachers and the site principal.
- 3.4.4 Making available the panel of Consulting Teachers for selection by the Participating Teacher.
- 3.4.5 Establishing a procedure for application as Consulting Teachers.
- 3.4.6 Reviewing the final report prepared by the Consulting Teachers and making recommendations to the Governing board regarding the Referred Participating Teachers' progress in the PAR program.

4. CONSULTING TEACHERS

4.1 Qualifications

4.1.1 The minimum qualifications for a Consulting Teacher are:

- 4.1.1.1 Credentialed classroom teacher with permanent status.
- 4.1.1.2 At least four (4) years of recent classroom experience in the Larkspur-Corte Madera School District.
- 4.1.1.3 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

4.2 If an appropriate Consulting Teacher is not available in the District, a search shall be done in or outside the District to identify a Consulting Teacher who will be proposed to the Joint Committee. Selection Process

4.2.1 Consulting Teachers shall be selected by a majority vote of the Joint Committee.

4.3 Term

4.3.1 The Consulting Teacher shall serve a minimum term of at least one (1) year with an option to serve additional years.

4.4 Compensation/Release Time

4.4.1 Assigned Consulting Teachers shall be provided with a minimum of five (5) full days of release time.

4.4.2 Consulting Teachers who are actually assigned shall be paid a stipend in the amount of \$2,500.

4.5 Responsibilities

4.5.1 Consulting Teachers are expected to provide support services to a participating teacher equivalent to an average of 1 to 2 hours/week.

4.5.2 Consulting Teachers shall have the responsibility for no more than one (1) Participating Teachers per year unless mutually agreed to between the Consulting Teacher and PAR Committee.

4.5.3 Each Participating Teacher shall receive no fewer than one (1) hour per week of assistance from a Consulting Teacher.

4.5.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

4.6 Duties

4.6.1 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program. A copy of the improvement plan shall be given to the Consulting Teacher to discuss with the Participating Teacher.

- 4.6.2 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 4.6.3 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- 4.6.4 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive their input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee by May 1. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by an Association representative of their choice.
- 4.6.5 The Consulting Teacher's final written report shall make recommendations to the Joint Committee in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Participating Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
- 4.6.5.1 Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - 4.6.5.2 Made significant progress and continued participation in the Peer Assistance Program is not recommended; or
 - 4.6.5.3 Did not make progress in the Peer Assistance Program and it is not recommended to continue in the Program.
- 4.6.6 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in their

personnel file, and may be used in the evaluation of the Referred Participating Teacher.

- 4.6.7 Nothing herein shall be interpreted as limiting the authority of the Governing Board to institute any form of discipline of the Participating Teacher at any time.

5. METHOD OF PARTICIPATION

- 5.1 The order of priority for participation is as follows:
 - 5.1.1 Permanent teachers with an unsatisfactory evaluation.
 - 5.1.2 Permanent teachers who volunteer to participate subject to needs and available resources.
- 5.2 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve their instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
 - 5.2.1 A Referred Participating Teacher may select their Consulting Teacher from the panel provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
 - 5.2.2 The Referred Participating Teacher has the right to be represented throughout the PAR process by an Association representative of their choice.
- 5.3 A volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate their participation in the PAR Program at any time.
 - 5.3.1 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

5.3.2 The Volunteer Participating Teacher has the right to be represented throughout the PAR process by an Association representative of their choice.

6. MISCELLANEOUS PROVISIONS

6.1 Confidentiality

6.1.1 Documents generated by Consulting Teacher and Panel Members regarding specific Participating Teachers as part of the assistance process set forth in this Agreement shall be deemed personnel records and shall remain confidential to the extent required by law.

6.2 Indemnification

6.2.1 The District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.

6.3 Grievance

6.3.1 The provisions of PAR are not subject to the grievance procedure contained within the Collective Bargaining Agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations. The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Consulting Teachers.

ARTICLE 18

GRIEVANCE PROCEDURE

1. Definitions

1.1 A “grievance” is an allegation by an employee of the District, or by the Association, that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.

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

1.3 A “grievant” may be an employee, or group of employees, or the Association.

2. Informal Level

- 2.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the employee's immediate supervisor. Until final disposition of the grievance, the grievant is required to conform to the original direction of the employee's immediate supervisor.
- 2.2 The grievant may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative of the Association.

3. Formal Level

3.1 Level I

- 3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the employee's immediate supervisor.
- 3.1.2 The written grievance shall present in a clear concise statement:
 - 3.1.2.1 the specific section of the Agreement allegedly violated, misinterpreted, or misapplied,
 - 3.1.2.2 the circumstances involved, and
 - 3.1.2.3 the specific remedy sought.
- 3.1.3 The immediate supervisor shall communicate to the grievant a decision in writing ten (10) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

3.2 Level II

- 3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent, or the Superintendent's designee, within ten (10) days after receiving a decision from Level I. The appeal statement shall include a copy of the original grievance, the decisions rendered and a clear and concise statement of the reasons for the appeal.
- 3.2.2 The Superintendent, or the Superintendent's designee, shall communicate the decision in writing to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a

decision within the specified time limits shall be deemed an acceptance of the decision. If the Superintendent or the designee does not respond within the time limits, the grievant may appeal to the next level.

3.3 Level III

3.3.1 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered within ten (10) days after the grievant has first met with the Superintendent, or the designee, the grievant may proceed to a mediation step.

3.3.1.1 The representatives of the District and Association shall request the use of the services of a mediator from the California State Mediation/Conciliation Service at no cost to either party.

3.3.1.2 The mediator, within a mutually agreeable time frame, shall meet with the grievant, any witnesses, the Association and the District for the purpose of resolving the grievance.

3.3.1.3 If resolved, a written copy of any agreement mediated shall be signed by the grievant, the Association and District at the mediation session and will be implemented in a timely fashion.

3.4 Level IV

3.4.1 If the grievant is not satisfied with the disposition of the grievance at Level III, the grievant may within ten (10) days of the mediation session appeal the grievance by either of the following alternatives:

3.4.1.1 Board of Trustees – A copy of the appeal shall be furnished to the Superintendent. Upon receipt, the Superintendent, or the designee, shall within thirty-five (35) days:

3.4.1.1.1 Furnish a full report to the Governing Board. The report shall include (a) the certificated employee's statement or complaint, and (b) all other pertinent materials, which shall include reports of the findings and opinions of all other levels.

3.4.1.1.2 From receipt of the appeal, the Governing board shall conduct a hearing at which time the grievant and their representative shall present the grievant's case.

3.4.1.1.3 From receipt of the appeal, the Governing Board shall issue its decision and shall communicate such in writing to the grievant, with copies to the Superintendent and principal. The decision of the Governing Board shall be final to the extent that no rights of the aggrieved to legal action are abrogated, OR,

3.4.1.2 The grievant may request, in writing, that the Association submit the grievance to advisory arbitration. The Association, by written notice to the State Conciliation and Mediation Services (SCMS) with a copy to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to advisory arbitration. If any questions arise as to the arbitrability of the grievance, such questions will be rule upon by the arbitrator only after the arbitrator has had an opportunity to hear the merits of the grievance.

3.4.2 The parties shall select a mutually acceptable arbitrator, by striking alternative names, within ten (10) days of receipt of the SCMS' list of seven (7) arbitrators. The parties shall be bound by the rules and procedures of the American Arbitration Association's Voluntary Labor Arbitration Rules.

3.4.3 The arbitrator's decision will be in writing and will set forth the arbitrator's finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The decision of the arbitrator will be submitted to the District and the Association and will be binding upon the parties of the Agreement, unless rejected in the following manner:

3.4.3.1 If the Board consists of five members, it is necessary to have four votes to overturn the decision of the advisory arbitrator.

3.4.3.2 If the Board consists of four members, it is necessary to have three votes to overturn the decision of the advisory arbitrator.

3.4.3.3 If the Board consists of three members, it is necessary to have three votes to overturn the decision of the advisory arbitrator.

3.4.4 All costs for the services of the arbitrator including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

ARTICLE 19

SALARY

1. Effective July 1, 2019, Certificated Salary Schedules shall be increased by 1.1%.
2. For settlement of 2018-2019 salaries, the Certificated Salary Schedule shall be increased by one percent (1%) effective July 1, 2018 (See Appendix C-1).
3. Effective July 1, 2018, the Certificated Salary Schedule: School Psychologist (195 days) shall replace the “Certificated Salary Schedule: Psychologist 2017-18 193 Days” and be included as Appendix C-4.
4. Effective with the 2018-19 school year, bargaining unit members shall receive eleven (11) monthly paychecks commencing with the last workday in August and ending with the last workday in June. Teachers have the option of receiving deferred pay.

SALARY HURDLE REQUIREMENTS

1. An employee shall advance once year step for each year served in the District up to six (6) in Class I, up to eight (8) in Class II, up to twelve (12) in Class III, and up to eighteen (18) in Class IV, V and VI, as shown on the Salary Schedule.

2. An employee shall advance one step for each year of active teaching experience if they have worked fifty percent (50%) or more of the days of a contract work year. This includes a bargaining unit member on a part time leave under 14.11. Unit members teaching less than 50% of a contract work year will be credited with a year of experience of step advancement at the end of two or more years where their accumulated number of days worked equals fifty percent (50%) or more. Substitute time is not allowable for this provision.
 - 2.1 Bargaining unit members on part-time contracts or shared contracts are not covered under 20.2, but under 20.3.
3. Unit members on part-time or shared contracts will be credited with a year of experience credit for step advancement at the end of one year if they have taught at least 75% of the contract work year. Unit members teaching less than 75% of a contract work year will be credited with a year of experience of step advancement at the end of two consecutive years. Substitute time is not allowable for this provision.
4. Unit members must request approval in advance, in writing, from their principal to take courses and units to qualify for advancement on the salary schedule.
5. Classes – There are six classes in the salary schedule:
 - 5.1 B.A., B.S. or equivalent degree
 - 5.2 B.A. + 15 units of college or university work completed after B.A.
 - 5.3 B.A. + 30 units of college or university work completed after B.A.
 - 5.4 B.A. + 45 units of college or university work completed after B.A.
 - 5.5 B.A. + 60 units of college or university work completed after B.A.
 - 5.6 B.A. + 75 units of college or university work completed after B.A.
6. Evidence of unit or degree completion must be received by the district office no later than September 15 of any given school year to receive credit for that school year.

OTHER COMPENSATION

1. The Master’s Degree stipend shall be \$1,500 per year.
2. National Board Certification shall be paid \$1,500 per year.
3. The Doctoral Degree stipend shall be \$1,500 per year.

4. All assigned Special Education Case Load Managers shall receive, beyond the regular teacher work year, a stipend equivalent to three (3) days pay based on the unit member's per diem pay.
5. Any Speech and Language Pathologist who has achieved a Certificate of Clinical Competence shall be paid \$1,500 per year added to the unit member's salary.
6. At Step 21 bargaining unit members shall receive a longevity stipend of \$1,000.
7. **Signing Bonus**
 - 7.1 Effective the date of the agreement, the District may offer a one-time signing bonus to new hires of \$5000 to bargaining unit members who currently have a regular credential qualifying them to serve as education specialists, speech and language pathologists, math, or science teachers. The availability of such bonuses at any time may be communicated in the job announcements for these positions or may be added following initial interviews in the event that there is a small applicant pool. Certificated employees who qualify for such signing bonuses shall receive \$2,000 (on the first payroll following reporting to work as a first year probationary employee), \$2,000 on the first payroll following reporting to work as a second year probationary employee, and \$1000 on the first payroll following reporting to work in their third consecutive year of employment. If a bargaining unit member leaves employment with the District prior to this payment in any given year, they are no longer entitled to the remaining amount(s).
 - 7.2 This provision will sunset on October 1, 2019 unless the parties agree to extend this provision.

INITIAL SALARY SCHEDULE PLACEMENT

1. Teachers new to the District in the 2011-2012 school year or thereafter will be given up to twelve (12) years of credit (placement at step 13) for public school experience.
2. Initial salary schedule placement will be based on years served for at least 75% of the employee's contract days in either a temporary, probationary or permanent certificated position in a public school setting. Substitute time is not allowed for this provision.
3. Beginning in 2007-08, teachers new to the District shall be given accredited private school experience while holding a valid California Credential. Such experience shall be granted one-half credit up to a maximum of five (5) years of credit.

ARTICLE 20

MISCELLANEOUS

SAVINGS

1. In any provision of the Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
2. The parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

STATUTORY CHANGES

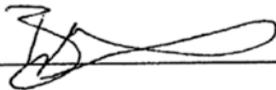
1. Reduction or elimination of employee benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate for the purpose of restoring such benefits in the Agreement.

TERM

1. This Agreement shall remain in effect for a three (3) year period from July 1, 2018 through June 30, 2021.
2. Reopeners for 2018-19 and 2019-20 shall be as follows:
 - A. Article 12: Employee Benefits
 - B. Article 20: Salary
 - C. Two (2) articles of each party's choice

Approved on June 4, 2018 by the District's Board of Trustees and LCMEA membership.

For District:



10.18.18

Date

For LCMEA:



10/18/18

Date

APPENDIX A

LARKSPUR-CORTE MADERA SCHOOL DISTRICT | 2019-2020

Board approved 2/7/18 REVISED w/minimum days, Back to School Nights, Open House Nights as of 6/24/19

<p>4 Independence Day Holiday</p>	<p>JULY 2019</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> </tr> <tr> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> </tr> <tr> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> </tr> <tr> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<p>JANUARY 2020</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td></td> </tr> <tr> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> </tr> <tr> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> </tr> <tr> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> </tr> <tr> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S			1	2	3	4		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		<p>1 New Year's Day Holiday (No School) 1-3 Winter Break (No School) 20 MLK Holiday (No School)</p> <p>19 Staff; 19 Student Days</p>							
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APPENDIX B

Continuous Improvement Process

Handbook and Forms Can Be Accessed On The District's Website
<http://larkspur-cortemaderaschools.org>

APPENDIX C-1

Certificated Salary Schedule: Teachers, Counselors, Speech Pathologist & Nurse 2019-2020

187 Work Days

Salary Schedule # 01-00 (Effective July 1, 2019; 1.1%)

	BA + 0 – 14 I	BA + 15 – 29 II	BA + 30 – 44 III	BA + 45 – 59 IV	BA + 60 – 74 V	BA + 75 VI
1	\$55,587	\$55,587	\$55,587	\$55,587	\$55,587	\$55,587
2	\$55,587	\$55,587	\$57,089	\$59,964	\$62,446	\$62,446
3	\$55,587	\$55,587	\$57,788	\$61,663	\$65,020	\$65,051
4	\$55,587	\$55,587	\$60,384	\$64,270	\$67,643	\$71,030
5	\$55,587	\$58,943	\$62,992	\$66,864	\$70,246	\$73,632
6	\$55,587	\$61,589	\$65,593	\$69,466	\$72,847	\$76,233
7	\$55,587	\$64,147	\$68,195	\$72,069	\$75,450	\$78,833
8	\$55,587	\$66,744	\$70,793	\$74,669	\$78,051	\$81,431
9	\$55,587	\$66,744	\$73,393	\$77,269	\$80,654	\$84,036
10	\$55,587	\$66,744	\$75,995	\$79,865	\$83,247	\$86,631
11	\$55,587	\$66,744	\$78,593	\$82,472	\$85,854	\$89,232
12	\$55,587	\$66,744	\$81,195	\$85,073	\$88,450	\$91,835
13	\$55,587	\$66,744	\$81,195	\$86,786	\$90,166	\$93,548
14	\$55,587	\$66,744	\$81,195	\$88,500	\$91,882	\$95,264
15	\$55,587	\$66,744	\$81,195	\$90,213	\$93,597	\$96,972
16	\$55,587	\$66,744	\$81,195	\$91,925	\$95,302	\$98,691
17	\$55,587	\$66,744	\$81,195	\$93,641	\$97,018	\$100,399
18	\$55,587	\$66,744	\$81,195	\$95,350	\$98,734	\$102,117

Placement based on the semester units.

BENEFITS

Benefit Packet: See LCMEA Agreement
 Master's Degree: \$1,500 /annual each (prorated based on FTE)
 Certificate of Clinical Competence: \$1,500/annual each (prorated based on FTE)
 Doctorate and National Board Certification: \$1,500/annual each (prorated based on FTE)
 New Certificated: 1 additional day per diem, for orientation
 Maximum placement for teachers on the salary: Step 13, Column VI
 Longevity: \$1000 at Step 21
 Paid Sick Leave: 1 day per month accumulative, (10 days annually - prorated based on FTE)
 Extra Duty Compensation ~ Certificated: \$45/hour
 Certificated Substitutes: \$150/day and \$160/day after ten days and prior to 5-week mark
 Long Term Certificated Substitutes: Step 1, Column I (if the assignment is more than 5 consecutive weeks)
 Special Education Case Managers shall receive a stipend equivalent to three (3) days

NOTE: Please see bargaining agreement for clarification on advancement, salary placement, leaves, etc.

Board Approved: October 23, 2019 and November 20, 2019

Certificated Salary Schedule: Psychologist 2019-2020

195 Work Days

Salary Schedule # 03-00 (Effective July 1, 2019; 1.1%)

	Psychologist
1	\$89,092
2	\$91,320
3	\$93,603
4	\$95,943
5	\$98,342
6	\$100,800
7	\$103,320
8	\$105,903
9	\$108,551
10	\$111,265
11	\$114,046
12	\$116,897

Placement based on the semester units.

BENEFITS

Benefit Packet: See LCMEA Agreement
 Master's Degree: \$1,500 /annual each (prorated based on FTE)
 Certificate of Clinical Competence: \$1,500/annual each (prorated based on FTE)
 Doctorate and National Board Certification: \$1,500/annual each (prorated based on FTE)
 New Certificated: 1 additional day per diem, for orientation
 Longevity: \$1000 at Step 21
 Paid Sick Leave: 1 day per month accumulative, (10 days annually - prorated based on FTE)
 Extra Duty Compensation ~ Certificated: \$45/hour
 Certificated Substitutes: \$150/day and \$160/day after ten days and prior to 5-week mark
 Long Term Certificated Substitutes: Step 1, Column I (if the assignment is more than 5 consecutive weeks)
 Special Education Case Managers shall receive a stipend equivalent to three (3) days

NOTE: Please see bargaining agreement for clarification on advancement, salary placement, leaves, etc.

Board Approved: October 23, 2019 and November 20, 2019

APPENDIX C-2

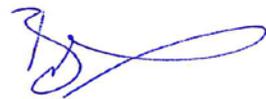
**2019-20 STIPEND POSITIONS
FOR CERTIFICATED STAFF**

	SITE(S)	STIPEND ⁽¹⁾
ATHLETIC DIRECTOR	HALL	5000
COACHES <ul style="list-style-type: none"> • BASKETBALL • CROSS COUNTRY • FLAG FOOTBALL • TRACK & FIELD • VOLLEYBALL 	HALL	1500 EACH
GARDEN ADVISOR	COVE, NC & HALL	500 ⁽²⁾ EACH
MATHLETES ADVISOR	HALL	1500
MIDDLE SCHOOL BAND ADVISOR	HALL	1500
ODYSSEY OF THE MIND ADVISOR	HALL	1500
<u>SOCIAL MEDIA COORDINATOR</u>	COVE, NC & HALL	1500 EACH
SPEECH AND DEBATE ADVISOR	HALL	500
STUDENT COUNCIL ADVISOR	COVE, NC & HALL	2000 ⁽²⁾ EACH
WEB ⁽³⁾ ADVISOR (2 POSITIONS)	HALL	500 EACH
YEARBOOK ADVISOR	HALL	5000

(1) ALL STIPENDS ARE IN DOLLARS; ANNUAL OR SEASONAL, AS NEEDED.

(2) PAID BY P.T.A.

(3) WHERE EVERYONE BELONGS (WEB)

 6.24.19

APPENDIX D-1

Declaration of Domestic Partnership (Form NP/SF DP-1)

**Please go to the website below for the most recent information from
State of California**

<http://www.sos.ca.gov/dpreistry>

APPENDIX D-2

Notice of Termination of Domestic Partnership (Form NP/SF DP-2)

**Please go to the website below for the most recent information from
State of California**

<http://www.sos.ca.gov/dpreistry>

APPENDIX E

LARKSPUR-CORTE MADERA TEACHERS ASSOCIATION
Larkspur-Corte Madera School District
230 Doherty Drive
Larkspur, CA 94939

October 31, 2019

To: Employees Eligible to Contribute
From: Linda Tarantino, Superintendent's Designee, Sick Pool
Re: Certificated Sick Leave Bank
Deadline: Friday, November 15, 2019

It is time to consider donating a day of sick leave to the Certificated Sick Leave Bank. This solicitation is for new hires for the 2019-20 school year.

Pursuant to Article 14, Section 1.5.14 of the LCMEA contract, since the balance is above the minimum required 100 days, but below the maximum 187 days, this solicitation is for new employees or employees who have not yet contributed. The rate of contribution by each participating unit member shall be at least one (1) day of sick leave (Article 14, Section 1.5.9). For purposes of contributions, six (6) hours constitutes one (1) day.

According to Article 14, Section 1.5.11 of the LCMEA Contract, participation is voluntary but only members who have contributed to the sick leave bank are eligible to make a withdrawal.

Please complete, sign and date the attached form and return it to Linda Tarantino at the District Office by **Friday, November 15, 2019**.

If you have questions about the sick leave bank, please refer to your LCMEA contract, Article 14, available on our website at: www.lcmschools.org.

If you have further questions, please email me at ltarantino@lcmsschools.org, call me at (415)927-6960, option 2 (internal phone at ext. 3204) or call your site LCMEA representative.

Thank you.

APPENDIX F

LARKSPUR-CORTE MADERA SCHOOL DISTRICT

SUMMARY OF LEAVES FOR CERTIFICATED EMPLOYEES

Type of Leave	Amount of Leave Time	Description of Leave	Contract Reference*
Sick Leave	10 days/year	Unit member's own illness or injury	14.1
Sick Leave Bank	Access to sick leave bank	Catastrophic illness/injury of unit member/immediate family member	14.1.1
Long Term Illness Leave	Up to 5 months of differential pay	Long term illness/injury that continues beyond all of the unit member's accumulated sick leave	14.1.2
Personal Necessity Leave	7 days/year chargeable to sick leave	For reasons compelling personal necessity (illness of immediate family member, bereavement leave extended time, accident of unit member or immediate family member, court appearance, religious holidays)	14.2
Personal Leave	1 day/year	Personal reason – Prior application/approval required	14.3
Bereavement Leave	3 days or 5 days if travel greater than 400 miles	Death of an immediate family member of the unit member	14.4
Maternity Leave	Use of sick leave and then differential leave if unit member exhausts their sick leave	Doctor and employee determine length of maternity disability	14.5
Sabbatical Leave	Differential pay or ½ salary	For study/travel; tenured teachers are eligible if they have served for at least 7 consecutive years	14.6
Family Care Leave	Unpaid 12 weeks per year; Health and Welfare benefits paid by District as if the employee was not on leave	For birth of unit member's child; adoption; care for spouse, child, or parent with a serious health condition; or unit member's own serious health condition	14.7
Other Leaves	Unpaid – Maximum of 2 years	Apply by February 15 – only permanent unit members eligible	14.8
Parenting Leave	10 days chargeable to accumulated sick leave (or differential leave if necessary)	To care for needs related to the birth or adoption of the unit member's child	14.9

*Reference collective bargaining contract for detailed information regarding the leave provision.

APPENDIX G

LARKSPUR CORTE-MADERA SCHOOL DISTRICT PROPOSAL FOR MEMORANDUM OF UNDERSTANDING FOR RETIREMENT INCENTIVE

This Memorandum of Understanding ("MOU") is entered into, by and between the Larkspur Corte-Madera School District ("District") and Larkspur Corte-Madera Teachers Association ("LCMTA"), on April 8, 2015 to address a one-time financial incentive to retire as an employee of the District.

The parties agree as follows:

1. LCMTA is the exclusive representative for non-management, certificated employees of District.
2. There is an Agreement between the parties and except as specifically set forth below, no part of this MOU shall be construed so as to modify terms of the current contractual agreement regarding the providing of a health and welfare benefit allocation for retirees (Article 12.4).
3. This MOU is subject to ratification by the District's Governing Board and LCMTA.
4. From the date this MOU is executed by representatives of both parties and continuing through April 29, 2015, the District shall offer to those unit members designated below a one-time financial incentive to voluntarily terminate employment with District.
5. Window Period: Eligible unit members must submit an irrevocable written notice of resignation/retirement to be effective either June 30, 2015, or June 30, 2016 (see paragraph 7). The written notice of resignation/retirement must be received in the Superintendent's Office no later than 4:00 p.m. April 29, 2015. The notice of resignation/retirement may be withdrawn by the unit member if the minimum number of potential retirees is not met (see paragraph 7).
6. Eligible unit members: To be eligible for the financial incentive set forth below, unit members must have at least ten (10) years of service with the District preceding their resignation/retirement, and must be at least 55 years of age at the time of retirement. The District reserves the right to waive the years of service requirement for a unit member based on the best interests of the District.
7. Financial Incentive: For eligible unit members a cash payment incentive will be provided. This is an incentive that requires a total of seven (7) unit members to retire and commit to retiring by April 29, 2015. At least four (4) unit members must retire by June 30, 2015, and at least three (3) more retiring by June 30, 2016. If there are at least seven (7) or more unit members indicating they will retire by the deadline date of April 29, 2015, the incentive will be \$40,000 for each unit member. If less than four (4) unit

members retire, in the first year, (as of June 30, 2015), the District will not be required to offer any financial incentive.

A. For this cash payment incentive the employee will be provided the cash payment in accordance with the following:

1. The incentive above will be prorated for less than full time employees.
 2. The \$40,000 incentive will be paid out in one lump sum on or about thirty (30) calendar days following the effective date of the resignation/retirement. It is understood that the District will withhold from the incentive offered, those amounts required by State and Federal law. For those unit members retiring at June 30, 2015, at the option of the employee, the incentive may be paid in two (2) or three (3) equal installments – one on or about July 31, 2015, the second on or about January 31, 2016 and the third on or about January 31, 2017. For those unit members retiring at June 30, 2016, at the option of the employee, the incentive may be paid in the two (2) or three (3) equal installments – one on or about July 31, 2016, the second on or about January 31, 2017, and the third on or about January 31, 2018.
8. This MOU is a one-time incentive and shall apply to the 2014-15 school year only, and shall not be cited by either party as a precedent in any future negotiations, grievances, or arbitrations. Additionally, a retirement incentive shall not be proposed by either party again until 2019-20, at the earliest.

District:

Date 4/8/15

LCMTA:

Date 4/8/15